

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 & AND 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 DPEND ONE OF THEM.**
- 2. BASRAH OIL TRAINING 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 'BasOTI' FOR PRIOD OF **THREE (3) MONTHS AND TO BE EXTENDED UP TO **SIX (6)** MONTHS IF NEEDED, OTHERWISE OFFERS WILL BE NEGLECTED. IT SHOULD BE IN A FORM OF A BANK GURANTEE OR A CERTIFIED CHECK IN IRAQI CURRENCY **WHICH SHOULD BE ISSUED BY ANY IRAQI BANK FROM THE ACCRIDITED BANKS IN THE IRAQI MINISTRY OF OIL.****

****ACCRIDITED BANKS IN THE IRAQI MINISTRY OF OIL:***

- 1. IRAQI MIDDLE EAST INVESTMENT BANK** مصرف الشرق الأوسط للاستثمار
- 2. KURDISTAN INTERNATIONAL BANK** مصرف كردستان الدولي
- 3. UNITED BANK FOR INVESTMENT** مصرف المتحد للاستثمار
- 4. GULF COMMERCIAL BANK** مصرف الخليج التجاري
- 5. CREDIT BANK OF IRAQ** مصرف الائتمان العراقي
- 6. ASHUR INTERNATIONAL BANK FOR INVESTMENT** مصرف آشور الدولي للاستثمار
- 7. ALHUDA BANK** مصرف الهدى
- 8. REGINAL COOPRATION BANK** مصرف التعاون الإقليمي
- 9. ERBIL BANK FOR INVESTMENT & FINANCE** مصرف اربيل للاستثمار والتمويل
- 10. JIHAN BANK** مصرف جيهان
- 11. ISLAMIC NATIONAL BANK** المصرف الوطني الإسلامي

4. COMPANY PROFILE:

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

5. FOR EACH REQUISITION ONE TECHNICAL AND COMMERCIAL OFFER SHOULD BE SUBMITTED AND EACH SHOULD BE PLACED IN A SEPARAT AND SEALED ENVELOPE MARKED AS SUCH AND ADDRESED TO BasOTI WITH THE ABOVE MENTIONED REF.NO. AND THE REQUISITION NO. PRINTED ON IT. THE TECHNICAL OFFER SHOULD INCLUDE THE COMPANY PROFILE AND HISTORY DETAILS OF SUCH SUPPLIER SEALED IN SEPARATE ENVELOPE. THE TECHNICAL OFFER SHOULD BE LABALE WITH THE FOLLOWING TABLE:

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

OFFER HAS NOT SUCH TABLE SHOUD BE NEGLECTED.

OFFER BY FAX, E-MAIL, OR TELEX WILL NOT BE ACCEPTED.

6. BasOTI HAS THE RIGHT FOR PARTIAL ACCEPTANCE FROM YOYR OFFER THAT MATCH SOME ITEMS OF BasOTI'S TENDER.

7. OFFER SHOULD INCLUDE:

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

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

C- SHIPMENT PERIOD AND DELIVERY PRIOD.

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

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

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

8. CLOSING DATE:

THE CLOSING DATE FOR RECEIVING OFFERS AT BasOTI SHOULD NOT BE LATER THAN **12:00 HRS (NOON) OF (AS IN THE TABLE OF TENDERS)**.

9. THE TECHNICAL OFFER SHOULD BE ACCOMPANIED BY RELEVANT LITERATURE AND COLOURED CATALOGUES IN ENGLISH.

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

11. PERFORMANCE BOND:

THE SUPPLIER SHOULD SUBMIT TO BasOTI 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 OR ANY IRAQI BANK **(THE BANK SHOULD BE ACCREDITED BY IRAQI MINISTRY OF OIL. SEE ITEM NO. 3)** IT SHOULD BE 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 FINAL ACCOUNTS. L/C SHALL BE OPERATIVE ONLY AFTER SUBMISSION BY SUPPLIER TO BasOTI OF THE REQUIRED P/O.

12. PAYMENT:

SHOULD BE MADE THROUGH AN IRREVOCABLE L/C THREE MONTHS 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 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 VERITAS FROM FRANCE (B.V.)**
 - 2. BALTIC CONTROL**
 - 3. TUV RHEINLAND**
 - 4. COTECNA**
- 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 FOLLOWING:
- FOR MANUFACTURER
- **MINIMUM AMOUNT OF 40% AFTER RECEIVING THE REQUIRED SHIPPING DOCUMENTS.**
- **60% AFTER RECEIVING AND INSPECTION MATERIALS.**

FOR AGENTS

WILL BE PAID 30% AND 70% AS MENTIONED ABOVE.

13. TECHNICAL SPECIFICATIONS MAY BE SUBJECTED TO CANCELLATION BY BasOTI WITHOUT PRIOR NOTIFICATION.

14. ANY REQUESTS REGARDING ANY OF THE FOLLOWING AFTER ENQUIRY'S AWARDDING IS NOT ACCEPTED:

- PRICE NEGOTIATION.
- CHANGING ORIGIN OF MATERIALS.
- CHANGING NAME OF COMPANY.

15. ACCEPTANCE:

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

16. LETTER OF CREDIT:

PAYMENT WILL BE EFFECTIVED THROUGH OPENING AN IRREVOCABLE L/C. ALL BANKING CHARGES 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 BENFICIARY 'S ACCOUNT.

17. 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 CLERANCE PURPOSES.

- COMMERCIAL INVOICES. **(SHOULD BE AUTHENTICATED BY THE IRAQI EMPASSY THERE)**
- BILL OF LADING/ CMR / AIRWAY BILL.
- PACKING LIST.
- **INSURANCE CERTIFICATE.**

- CERTIFICATE OF ORIGIN. (SHOULD BE AUTHENTICATED BY THE IRAQI EMPASSY THERE)
- MILL TEST CERTIFICATE(S) & THIRD PARTY INSPECTION CERTIFICATE OF THE SUPPLIER MATERIALS IS REQUIRED. (SHOULD BE AUTHENTICATED BY THE IRAQI EMPASSY THERE)

18. LEAST QUOTED PRICES SHALL NOT BE BINDING.

19. THE COUNTRY OF ORIGIN AND THAT OF SUPPLIER SHOULD 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 SHOULD BE BRAND NEW, UNUSED AND OF MODERN TECHNOLOGY.

DELIVERY PERIOD SHOULD NOT EXCEED 6 MONTHS FROM THE DATE OF OPENING THE 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 COMMISSION THE MATERIALS IN BasOTI'S SITE. THE SUPPLIER SHOULD BEAR ALL CHARGES OF RETURNING ALL DEFECTIVE GOODS TO THE MANUFACTURER.

A PERFORMANCE BOND 5% OF THE TOTAL VALUE SHOULD BE SUBMITTED 15 DAYS FROM THE DATE OF SIGNING THE P/O.

20. 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 SHOULD NOT EXCEED 10% OF THE TOTAL VALUE OF DELAYED MATERIALS EXCEPT FOR CASES FORCE MAJEURE WHICH MUST BE VERIFIED BY SUPPLIER AND ACCEPTED BY BasOTI.

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

22. 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 AMENDMENT SHALL BE FOR ACCOUNT OF THE SUPPLIER.

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

24. ALL SUPPLIED MATERIALS SHALL CONFORM TO INTERNATIONALLY RECOGNIZED QUALITY STANDARDS.

25. PACKING SHALL BE IN ACCORDANCE TO INTERNATIONAL STANDARDS.

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

NO NEGOTIATION SHALL BE CONDUCTED NOR ANY CONTRACT SHALL BE SIGNED EXCEPT WITH THE MANUFACTURERS OR THEIR AUTHORIZED AND REGISTERED AGENTS.

27. IF THE CONTRACT ORDER CONTAINS TRAINING IN MANUFACTURER OF EQUIPMENT'S SITE SHOULD BE IMPLEMENTED BEFORE SHIPMENT PERIOD. AFTER THE TRAINING COURSE, TRANEES SHOULD BE OFFICIALLY AUTHORIZED 'IN WITING' BY THE MANUFACTURER TO MAKE MAINTENANCE,IF NECESSARY , DURING THE WARRANTY PERIOD WITH WARRANTY ENDURANCE.

28. INITIAL INSURANCE AS MENTIONED IN THE ABOVE ARTICLES TO BE SUBMITTED OFFER DOCUMENT TO ORDER OF BasOTI 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.

29. SHIPPING MARKS:

PACKAGES CONTAINING THE MATERIALS SHOULD BE MARKED " BASOTI BASRAH- IRAQ,CONTRACT NO.(NO. OF THE ORDER) IN BOLD LETTERS

30. PACKING:

PACKAGES CONTAINING THE MATERIAL SHALL BE MARKED WITH APPROPRIATE ITEM NUMBERS AS SHIPMENT CONSIGNMENT. THE PACKING WILL CONFORM TO THE APPROPRIATE INTERNATIONALLY ACCEPT NORMS AND STANDARDS FOR THE TRANSPORTING MATERIALS. A COPY OF THE PACKING LISTS SHOULD BE INCLUDED WITH EACH SHIPPED CONSIGNMENT,ONE ATTACHED TO EACH CASE,PALLET ,ETC. AND ONE INSIDE EACH CASE,PALLET ,ETC.

31. SETTLEMENT OF DISPUTES:

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

A- COMPROMISE:

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

B- ARBITRATION:

ARBITRATION IS DONE BY A COMMITTEE OF ARBITRATION CONSIST OF THREE (3) ARBITRATORS. EACH PARTY APPOINT ONE ARBITRATOR AND THE ARBITRATORS ASSIGN THE THIRD ARBITRATOR WHO ACT 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 DESISIVE AWRRD. THE LOSER BEARS ALL THE COSTS OF ARBITRATION AND IS BOND TO ACCEPT THE AWARD AFTER IT HAS BEEN APPROVED BY THE COURT.

32. YOU ARE KINDLY REQUESTED TO PROVIDE US WITH THE FOLLOWING DOCUMENTS IN ORDER TO CONSIDER YOUR COMPANY IN OUR INVITATION FOR TENDER.

- AN UP TO DATE AND VALID ORIGINAL CERTIFICATE OF REGISTRATION, INCLUDING NET CAPITAL, AUTHENTICATED BY MINISTRY OF FOREIGN AFFAIRS AND IRAQI EMBASSY IN THE COUNTRY IN WHICH YOUR COMPANY LOCATED.
- COMPANY PROFILE INCLUDING YOUR FIELD OF SPECIALIZATION, HISTORY 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 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 ACCREDITED CLASSIFICATION SOCIETY.

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

34. STAMP FEES:

WHICH IS EQUAL TO (0.002) OF THE TOTAL AMOUNT OF THE CONTRACT FROM THE SAME CURRENCY OF THE CONTRACT SHOULD BE BORNE BY THE SUPPLIER ACCORDING TO THE IRAQI CODE NO. (16) OF 1974.

35. ADMINISTRATIVE CHARGES:

WHEN THE PURCHASER, AFTER TERMINATION, DECIDES TO EXECUTE ANY PART OF SUPPLIER'S OBLIGATIONS BY PARTY, THE RATE OF THE ADMINISTRATIVE CHARGES SHOULD NOT EXCEED 20% OF THE ACTUAL COST OF EXECUTING SUCH OBLIGATION.

FOR FURTHER INFORMATION, PLEASE VISIT:

WWW.BSROTI.OILGOV.IQ

OR CONTACT US:

info@bsroti.oil.gov.iq

SENIOR CHIEF ENGINEER

ALI RAHEEM FAYADH

BasOTI'S DIRECTOR