Standard Bid Documents
Supply of
Supply & Installation & Operation of
OIL SPILL MONITORING SYSTEM in River in Midland Oil
Company/ Alahdab Oil Field

MdOC-SOM-11.15.9034.01
Preface

Standard bid documents to supply commodities in a general competitive manner was prepared for projects financed by the operational budget of the Republic of Iraq.

These documents assume no occurrence of pre-qualification to the bidders before the invitation to bid.

Bid Documents

Issued on: ...... \ \2019

to ( Supply & Installation & Operation of OIL SPILL MONITORIN33G SYSTEM in River in Midland Oil Company/ Alahdab Oil Field

General Competitive Bids:
MdOC-SOM-11.15.9034.01
The Project: operational Budget\External Importing Tender
Contracting Party: [MdOC\Contracts Department]
Buyer: Midland Oil Company\ Fields Committee

المقدمة

لقد تم إعداد (وثائق العطاء القياسية لتجهيز السلع بأسلوب تنافسي عام) للمشاريع الممولة من الموازنة التشغيلية.

تفترض هذه الوثائق عدم حدوث أي تأهيل مسبق لمقديمي العطاءات قبل طرح العطاء.

وثائق العطاء

صدرت في: 2019/19

بتجهيز ونصب وتشغيل متحسسات كشف التلوث النفطي في النهر في شركة نفط الوسط/ حقل الأحدد النفطي

العطاء التنافسي العامة:
MdOC-SOM-11.15.9034.01
المشروع: ضمن الموازنة (التشغيلية)/ مناقصة خارجية جهة التعاقد : شركة نفط الوسط/ قسم العقود المشتري: شركة نفط الوسط – هيئة الحقول
Announcement for the External Tender No.
MdOC-SOM-11.15.9034.01
(General Tender)

Ministry of Oil/ Midland Oil Company (state company / Baghdad/ Al-Rashdiya behind al Quds Thermal Station) is pleased to invite the bidders who are qualified and experienced to supply the external tender No. (MdOC-SOM-11.15.9034.01) which includes of (Supply & Installation & Operation of OIL SPILL MONITORING SYSTEM in River in Midland Oil Company / Alahdab Oil Field).

Those who intend to participate in the tender may be acquainted with its documents that are uploaded at our company website (www.mdoc.oil.gov.iq), and buy the tender documents from our company offices/ Contracts Department during the official work hours of the company, by them or their authorized representatives (by an official authorization from the company and ratified by the Iraqi embassy of their country or from the public attorney if the company is an Iraqi one). The price of the documents is (100,000)Iraqi Dinar, this amount is nonrefundable unless the tender is canceled by Midland Oil Company. The Bids should be delivered to the outdoor information office \ bids’ box No.(3). A technical conference will be held to clarify the participants’ inquires at 10:00 Am on Sunday dated (16/6/2019) at (Environm Department offices). The latest date of submitting the bids is on sunday (30/6/2019) at 12:00 Pm/Baghdad. The Bidders are not allowed to send their Bids via email. The bidder who wins the tender should bear the charges of publishing and announcing and should sign the contract within 14 days from the date of the notification of awarding.

Notes:
1. The bids should be submitted in three closed envelopes (technical-commercial-documents), all in one big envelope that shows the name of the company, the number of the tender, the address of the company (country, city, street, e-mail and phone No.).
2. The bids would be opened on the same closing date or the day after with the approval of the head of the contracting party.
3. The company is not obliged to accept the lowest bids.
4. The validity of the bid is 180 days from the above closing date.

Ministry of Oil/ Midland Oil Company
(state company)
mentioned closing date.

5. The delivery & Installation & Operation Period is (270) days starts from the date of advising the LC\ CIP MdOC stores.

6. The bidders who are qualified and experienced may have an additional information about the tender by visiting our company/ contracts Dep. Or send us e-mail on mdoc.dg@Mdoc.oil.gov.iq or contracts.dept@mdoc.oil.gov.iq

7. It’s allowed to send the bids via air mail (DHL) or any similar ways, provided that it would be submitted by the presentatives before the closing date. The bids that would be delivered after the closing date should be rejected.

8. If the closing date happened to be an official holiday, then it would be postponed to the next day.

The required documents to buy the tender documents:
1. A colored copy of the foundation certificate of the company ratified from the ministry of foreign affairs and the Iraqi embassy at that country for the year 2019.
2. The contractors’ classification ID for the contracting companies valid for the year 2019.
3. The documents of the executive manager
4. Submitting the Tax ID.
5. The representative of the company should submit an authorization to buy the tender documents & submitting the offers by the name of the company.
6. ID of trade bureau for the (Iraqi companies & foreign company branch registered in Iraq), issued from Ministry of Trade and valid for the year of 2019.

The required documents when submitting the bids/ to be submitted in the envelope of the required documents ( Its required to submit the below documents beside the above documents):
1. The bids that do not include the (original) receipt of buying the bid documents will be excluded.
2. The Standard Bid Documents of the tender that are attached to the tender and uploaded on the website of our company. Any bid that doesn’t include the Standard Bid Documents would be neglected.
3. Un conditional bid guarantee in form of an extendable (bank guarantee or a certified Check )should be submitted by the bidders, their executive managers or the founders of the company that participate in the tender, issued by a bank certified from The Central Bank of Iraq for the favor of Midland Oil Company. It should

ويمكن للمنافسين ذوي الخبرة والاهلية الرازيين بالحصول على معلومات إضافية حول المناقصة أعلا مراجعة شركة Mkودو أو mdoc.dg@Mdoc.oil.gov.iq أو contracts.dept@mdoc.oil.gov.iq

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The qualification requirements includes the following:

4. A company foundation certificate (foreign companies) should be presented in an copy ratified by the Ministry of foreign affairs of the company country and the Iraqi embassy therein, for (Iraqi companies & foreign company branch registered in Iraq) it should be issued from Iraqi Ministry of Trade and ratified by “the registrar of companies once a year.

5. ID of trade bureau for the (Iraqi companies & foreign company branch registered in Iraq), issued from Ministry of Trade and valid for the year of 2019.

6. Foreign companies whom have branches and bureaus in Iraq should present what proves its registration in the Iraqi Ministry of Trade and ratified by the companies registrar in Baghdad. As for the companies registered in Kurdistan; they should ratify the entire document from the related institutions in the central government in the capital, Baghdad.

7. Letter of no objection to participate in tenders by the general authority for taxes.


9. Tax status from “the general tax office” and financial status should be submitted with the documents envelope, for the Iraqi companies and foreign companies, branches, bureaus and official agents holding ratification from Iraqi Trade Ministry.

10. The qualification requirements includes the following:

   a. The minimum limit for the annual income of the company shouldn’t be less than (79,000,000 million ID) seventy nine million Iraqi dinars calculated from received payments of the executes works to the completed contracts these which continue for the (five) years.

   b. A Financial Liquidity should supply goods with aprice (79,000,000 million ID) seventy nine million Iraqi dinars from the value of the bid for the last five years.

   c. (3)Simmilar Works ratified by the contracting parties with the certificates of initial or final receipt, for the last five year. The value of each of those works should represent (70%) of the amount of the current contract.

   d. A bid guarantee would be Confiscated in case not signing the contract within 14 days from the date of notification of the awarding with taken all the legal & administrative procedures against the supplier. Any bid that doesn’t include the bid guarantee would be neglected.

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   a. The minimum limit for the annual income of the company shouldn’t be less than (79,000,000 million ID) seventy nine million Iraqi dinars calculated from received payments of the executes works to the completed contracts these which continue for the (five) years.

   b. A Financial Liquidity should supply goods with aprice (79,000,000 million ID) seventy nine million Iraqi dinars from the value of the bid for the last five years.

   c. (3)Simmilar Works ratified by the contracting parties with the certificates of initial or final receipt, for the last five year. The value of each of those works should represent (70%) of the amount of the current contract.
11. Port of shipment, shipping route, and arrival port and entry point to Iraq should be specified in the offer.
12. Delivery period should be clearly shown unless MdOC decides to determine the delivery period clearly in some exceptional situations.
13. Country of origin should be clearly 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 changes for any reason, after signing the contract, without a prior written approval of the first party.
14. The final accounts for the last two years ratified by a legal accountant.
15. In case the offers are presented by agent companies, then the agency should be signed by the manufacturer or the mother companies with its live stamp and ratified by the Iraqi embassy therein.
16. Each foreign economic company or institution which has maintain work in Iraq or involved with special project should submit a written notification to companies registrar as soon as concluding that agreement or contract regarding this action or project.
17. In case any claims, foreign companies should submit to a pledge stating that they will agree on a satisfactory settlement of both parties within 30 days from the date of the notification of the awarding, provided that such settlement is a necessary condition for the issuance of the awarding letter, otherwise the company is excluded.
18. At the section of the bidders in the Slandered Bid Documents.
company is excluded.
c. Submit a pledge stating that they will not make any judicial or administrative claim against any indebtedness against the Iraqi institutions after the direct or indirect awarding by selling or assigning to others part of or all of the debt in a consensual or judicial manner, in the sense of the continuing the relationship of the developed company to work in Iraq with the assigned debts that sold to others. The applicant should make the required efforts to contribute to the settlement of such claims.

22. To submit all the documents of the company and the executive manager in a separate list includes: the full name of the company, it nationality, current full address of the company, company scope of work, company branches, company email, reference & date of registration certificate, the name of the authorized director general & his full address, company owner & his address, is there any previous delay in the work, is the company been blacklisted previously, the company name during this period.

23. In case The bidders did not respond to our company’s correspondences or emails, the necessary procedures would be taken against them, including excluding them from the competition during the analysis.

24. In case the offers are presented by agent companies, then the agency should be signed by the manufacturer or the mother companies with its live stamp and ratified by the Iraqi embassy therein.

25. Full address of the advising bank should be shown (full name of the bank, swift code, account number, and email address. Its preferred to choose banks that have a direct transactions with Trade Bank of Iraq (TBI).

Jalal Ahmed Mahmood
General Manager (Proxy)
Chairman of the Bord

جلال أحمد محمود
المدير العام (وكالة)
رئيس مجلس الإدارة
Standard Bid Documents to Supply the Commodities

Contents

Part One – Contracting Procedures
It contains the following sections:

Section One: Instructions to Bidders
This section contains information that helps the bidders to prepare their bids. It provides information about delivering, opening and evaluating the bids, and contracts awarding. Section one contains conditions that must be used without amending.

Section Two: Bid Data Sheet
This section contains the conditions about supplying operations and it is considered complementary to what is mentioned in section one.

Section Three: Evaluation and Qualification Criteria
This section contains the criteria used to determine the bid with the lowest price, and qualification requirements which has to be fulfilled by the bidder to implement the contract.

Section Four: Bid Forms
This section contains bid forms, schedule of prices and bid guarantee which must be submitted with it.

Section Five: Eligible Countries
This section includes information about the eligible countries.

Part Two – Supplying Requirements
It contains the following sections:

Section Six: Schedule of Requirements
This section contains list of commodities and services related thereto, schedules of supplying and delivering methods, technical specifications, drawings that describe the related commodities and services which will be supplied.

Part Three – The Contract
It contains the following sections:

Section Seven: General Conditions of the Contract
This section contains the general conditions that must be applied in each contract. The provisions of

وثائق العطاء القياسية لتجهيز السلع

المحتويات

الجزء الأول – إجراءات التعاقد

ويحتوي الأقسام الأتية:

القسم الأول: تعليمات لمقديم العطاءات

يقدم هذا القسم معلومات تساعدهم على إعداد عطاءاتهم. كما يقدم معلومات حول كيفية تسليم العطاءات وفتحها وتفتيشها وإرسال العقود. يحتوي القسم الأول على أحكام يجب استخدامها دون تعدل.

القسم الثاني: ورقة بيانات العطاء

يحتوي هذا القسم على إحتمام تخصص عمليات التجهيز وتعتبر مكلفة لما جاء في القسم الأول

القسم الثالث: معايير التقييم والتأهيل

يجدد هذا القسم المعايير المستخدمة في تعيين العطاء الأقل سعرًا، ومنظورات التأهيل التي يجب توفرها في مقدم العطاء للإنجاز العقد.

القسم الرابع: نماذج العطاء

يتضمن هذا القسم نماذج صيغة العطاء، جدول الأسعار، وضمان العطاء الذي يجب أن يقدم معه.

القسم الخامس: الدول المؤهلة

يتضمن هذا القسم معلومات تخص الدول المؤهلة.

الجزء الثاني – متطلبات التجهيز

ويحتوي القسم الآتي:

القسم السادس: جدول المتطلبات

يتضمن هذا القسم لائحة بالسلع والخدمات المتصلة بها، جداول مناهج التجهيز وتسليم، المواصفات الفنية والمخططات التي تصف السلع والخدمات المتصلة بها والتي سيتم تجهيزها.

الجزء الثالث: العقد

ويحتوي الأقسام الآتية:

القسم السابع: الشروط العامة للعقد

يتضمن هذا القسم الفقرات العامة التي تنطبق على كل عقد. نصوص الفقرات المدرجة في هذا القسم لا يمكن تعديلها.
Paragraphs included in this section shall not be amended.

Section Eight : Special Conditions of the Contract
This section contains Paragraphs for each contract which amend or complete the general conditions of the contract included in section seven.

Section Nine : Contract Forms
This section contains the contract form that when filled, it will include corrections and amendments of the approved and admissible bid according to the instructions to bidders and the general and special conditions of the contract.

If it was required to submit it then "good performance guarantee form" and "advance payment guarantee" shall be completed and submitted by the winner bidder only after awarding the contract.

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القسم الثامن: الشروط الخاصة للعقد
تضمن هذا الفصل فقرات خاصة بكل عقد تعدل أو تكمل الشروط العامة للعقد المدرجة في القسم السابع.

القسم التاسع: نماذج العقد
يحتوي هذا القسم على نموذج العقد والذي عند استكماله، يتضمن التصحيحات والتعديلات على العطاء الموافق عليه والمسموح بها حسب التعليمات لمقدمي العطاءات والشروط العامة والخاصة بالعقد.

في حالة اشترط تقديمها فإن "نماذج ضمان حسن التنفيذ"، و"ضمان الدفعة المقدمة" يتم إكمالها وتقديمها من مقدم العطاء الفائز فقط بعد إرسال العقد.
Part One

Contracting Procedures

For the Contracts of Supplying Commodities
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Section One: Instructions to Bidders

A. General

1- Scope of Bid

1-1. The buyer, as defined in the Bid Data Sheet, shall issue these tender documents for the acquisition of commodities and related services as stated in section six: schedule of requirements. The bid data sheet shall state this general competitive bid’s name and number as well as the name, definition and number of items required.

1-2. If mentioned in the tender documents, the following definitions shall be considered:

- “in writing” means any method of written communication (mail, email, fax), with proof of receipt thereof.
- The singular is used to describe the plural and vice-versa.
- “Day” means a Gregorian calendar day.

2- Financing Resource

Financing shall be obtained from the amounts allocated for the project in the Federal Budget of the Government of Iraq. The bid data sheet shall state the project’s name and number.

3- Fraud and Corruption

3-1. The Buyer requires that the Bidders, suppliers, contractors and advisors shall comply with the ethical standards throughout the process of contracting and execution of contract. In order to achieve this policy,

a.- The Buyer considers the following definitions for this purpose:

First: “Corrupt Practices” means offering, giving, receiving or soliciting, directly or indirectly, anything of value to influence the actions of a public official throughout the acquisition process or contract execution.

Second: “Fraudulent Practices” means any misrepresentation or omission of any fact in view to influence the outsourcing process or contract execution.

Third: “Collusive Practices” means any scheme of arrangement between two or more Bidders, with or without knowledge of the buyer, in view to establish artificial and noncompetitive prices.
Fourth: “Coercive Practices” means harming or threatening to harm, directly or indirectly, the persons or their properties to influence their participation in the acquisition processes or influence the contract execution.

Fifth: “Obstructive Practices” means:

(1) To destroy intentionally, falsify, distort documents and conceal investigation-required evidences or give false testimony to investigators to obstruct the Buyer’s investigation procedures in the corrupt, fraudulent, collusive, coercive practices or threaten, provoke or obstruct any party and prevent it from following up the investigation procedures.

(2) The practice that obstructs the Buyer from following up the auditing and revision procedures, as per 3-1(d) hereinafter.

b-The Buyer may reject the awarding recommendations if it is proved that the Applicant is involved, directly or through an agent, in a corrupt, fraudulent, collusive, coercive or obstructive practice during its competition on the relevant contract.

c-The Buyer may impose penalties on organizations or individuals, including declaring ineligibility, whether for definite or indefinite term, if it is proved that they are involved, directly or through an agent, in a corrupt, fraudulent, collusive, coercive or obstructive practice during competition or during the execution of a Buyer-funded contract.

d- The Buyer shall have the right to add to the Bidding Documents and the contracts a condition stipulating that Bidders, suppliers, contractors and advisors shall permit the Buyer or its appointed auditors to inspect or audit their accounts, registers and any documents related to the bid submission and contract execution.

3-2-In addition, the Bidder shall have acquainted with the obligations stated in 35-1 (A/3) General Conditions of Contract in this respect.

4- Eligible Bidders

4-1- The Bidder and all parties thereof may be citizens of any country according to the contracts stated in section five: eligible countries.
Bidder holding citizenship of a country shall be either a citizen thereof or have incorporated a company, registered or doing business according to provisions of laws such country. These standards shall be applied to identify the citizenship of any subcontractor or supplier for any part of the contract, to include the services related thereto.

4-2. Bidders shall not have any conflict of interests; shall be disregarded any applicant proved to be involved in conflict of interest with a Party or another in the process of submitting the bid in each of the following events:

a- If it has, or had, with relation with the contractor’s company or a subsidiary thereof to offer advisory services for the purpose of setting up the design, specifications or other documents used to determine the commodities to be supplied through the documents of the Bid.

b- If more than Bid is submitted to the tender, unless alternative bids, if permitted as per 13/Instructions to Bidders, are submitted. In any case, this condition does not prevent contractors from submitting more than a bid.

4-3. The Bidder that has been disqualified by the Buyer as per article 3\ Instructions to Bidders, shall be disregarded on the date of awarding the contract. A list of the disregarded companies is available on the Buyer’s URL mentioned in the bid data sheet. Also shall be disregarded any bidder that is disqualified, suspended or banned by the Legal Department or the Public Government Contracts Department of the Ministry of Planning and Developmental Cooperation.

4-4. Iraqi Government owned organizations are eligible to participate in bidding, if they meet the two following conditions: (1) they are legally and financially independent, and (2) according to the Trade Law and State Companies Law.

4-5. The Bidders shall prove their continuous qualification to the Buyer’s satisfaction, according to reasonable qualification requirement.

5. Eligible Commodities and Related Services
5-1. All commodities and related services in accordance to the contract funded by the Buyer shall be from the eligible countries (origins).

تنطبق هذه المعايير أيضاً في تحديد جنسية المقاولين الثانويين أو المجهزين لأي جزء من العقد بما في ذلك الخدمات الم.Uiلاة بها. 

4-2. لا يجب أن يكون مقدم العطاء أي تضارب في المصلحة، حيث سيتم استبعاد أي مقدم يثبت تورط في تضارب ويمكن أن يفسر مقدم العطاء متروراً في تضارب المصالح مع طرف أو آخر في عملية تقديم العطاء في كل من الحالات الآتية:

(أ) إذا كان حالياً أو في السابق على علاقة بشركة، أو أحد متابعيه، المعالدة مع المشترى لتقييم خدمات استشارية لغرض تحضير التصميم أو المواصفات أو الوثائق الأخرى المستخدمة لتحديد السلع التي سيجري تجهيزها بعد هدف هذا العطاء.

(ب) إذا تقدم بأكثر من عطاء واحد في هذه المناقصة، إلا في حالة تقديم عطاءات بديلة أو مسموح بها كتلك المنصوص عليها في الفقرة 13 من التعليمات لمقدمي العطاء. وفي أي من هذه الأحوال لا يمنع هذا الشرط المقاولين بالباطن من الاشتراك في أكثر من عطاء.

3-4. يتم استبعاد مقدم العطاء الذي سبق وأن تم اعتباره فاقداً لشرعية من المشترى بموجب المادة (3) من التعليمات لمقدمي العطاء، في تاريخ إرسال العطاء. ان لائحة بأسماء الشركات المستضائة موجودة بال🏾ون العالمي للمشترى المبين في ورقة بيانات العطاء. كما يستبعد أي مقدم للعطاءات فاقداً لشرعية أو موقوفاً أو ممنوعاً من الدائرة القانونية أو دائرة العقود العامة الحكومية في وزارة التخطيط والتعاون الدولي.

4-4. المؤسسات المملوكة للحكومة العراقية تكون مؤهلة للإشتراك في العطاء، إذا تتوفر الشرطان الآتيان فيها: (1) مستقلة قانونياً وماليًا (2) تعمل وفق القانون.

5-4. يتوجب على مقدمي العطاءات إثبات استمرار أهليةهم بما يرضي المشترى بناءً على متطلبات تأهيل معقولة.

5-5. السلع المؤهلة والخدمات ذات العلاقة
5-1. يجب أن تكون جميع السلع والخدمات المتعلقة بها حسب العقد الممول من المشترى من دول (مناشية) مؤهلة.

5-2. لا تفوق هذه الفقرة لشمل تعريف "سلع" البضائع المختلفة مثل المواد الخام والآلات والمعدات والمنتجات الصناعية، كما يشمل تعريف "الخدمات المتعلقة بها الخدمات مثل التأمين والتركيب والتدريب والصيانة الإبداعية.
For the purpose of this Clause, the term "commodities" means various commodities such as raw materials, instruments, equipments, industrial facilities. Also, the term “relevant services” means services such as insurance, installation, training and primary maintenance.

The term “origin” means the country from which the commodities are extracted, produced, planted, processed or manufactured, or through manufacturing, processing or assembling produce commercial commodities that have drastically different basic properties than their components.

B- Contents of Tender Documents
6- Parts of Tender Documents
6-1 Tender documents are composed of three sections containing all the sections stated hereinafter and the latter shall be read in conjunction with any annex to be issued according to Para eight/Instructions to Bidders.

Part One – Contracting Procedures
- Section One : Instructions to Bidders
- Section Two: Bid Data Sheet
- Section Three: Evaluation & Prequalification Criteria
- Section Four: Bid Forms
- Section Five: Eligible Countries

Part Two – Supply Department Requirements
- Section Six: Table of Requirements

Part Three – The Contract
- Section Seven: General Conditions of the Contract
- Section Eight: Special Conditions of the Contract
- Section Nine: Contract Forms

6-2 The announcement of the invitation issued by the Buyer is not considered part of the tender documents.

6-3 If the tender documents and its annexes are not received by the Buyer directly, the latter shall not be responsible for completeness thereof.

6-4 The Bidder shall check all the instructions, forms, terms and specifications contained in the tender documents. Failure by the Bidder to provide all the information and documents required in the tender Documents may result in rejecting the Bid.

7- Clarification of Tender Documents
7-1 When it is required to clarify or interpret any of
the information of the tender documents, the Bidder shall send a letter to the Buyer according to its address stated in the bid data sheet. The latter shall reply in writing to any questions it receives provided that they are received ten days before the bid submission deadline to which the period of announcement is determined by (15) days. The Buyer shall determine the deadline to receive questions for those to which the announcement period exceed the (15) days stated in the bid data sheet. The Buyer shall send a copy of its reply to such questions to all those who received the tender documents directly therefrom, to include the description of question, without stating its source. If the Buyer deems it necessary to amend the tender documents due to such questions, it shall conduct the same according to the procedures stated in articles (8) and (22-2).

8- Amendment of Tender Documents
8-1- The Buyer may amend the tender documents any time before the tender deadline, by issuing annexes thereto.
8-2- Annexes are considered part of the tender documents and shall be circulated in writing to all those who received tender documents directly from the Buyer.
8-3- The Buyer shall have the right to extend the tender deadline as per 24-2/Instructions to Bidders to give the Bidders ample time to consider the amendments stated in the Bid’s annex.

C- Preparation of Bids
9- Cost of Bid
9-1- The Bidder is charged with the total cost resulting from setting up and submitting its Bid. The Buyer shall not be liable for such costs regardless of the results of Bids analysis.
10- Language of the Bid
10-1- The bid and all the correspondence and the documents exchanged between the bidder and the contracting party must be prepared in the language referred to in the paper of bid data. The bidder submit and of the literature related thereto which constitute part of his bid in another language, provided that it must be accompanied with an accurate translation for its texts to the language of the bid. Hence the translation will be accepted for

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the purpose of interpreting the bid.
11-Documents Comprising the Bid
11-1-The Bid is made up of the following documents:
a- Bid’s form and the un-priced bill of quantities used according to 12, 14, 15/Instructions to Bidders.
b- Bid’s security as per 21/Instructions to Bidders, if required.
c- Written confirmation of the authorization to the Bid’s signatory according to a notarized power of attorney as per 22/Instructions to Bidders.
d- Information certifying the eligibility of Bidder to submit its Bid according to 16/Instructions to Bidders.
e- Authenticated documents certifying that all the commodities and related services offered by Bidders are from eligible origins as per 17/Instructions to Bidders.
f- Authenticated documents certifying conformance of the commodities and related services to what is required in the tender documents, according to articles 18 and 39/Instructions to Bidders.
g- Information certifying the Bidder’s prequalification to execute the contract if the contract is awarded in its favor, according to article 19/Instructions to Bidders.
h- Any other document stated in the bid data sheet.
12-Bid Submission Form and Priced Bill of Quantities
12-1- The Bidder shall employ the Bid’s Submission Form mentioned in section four: Bid Forms. The form shall be filled-out without any change to its format, no substitutes are accepted. All blank spaces shall be filled out with the required information.
12-2- The Bidder shall deliver the priced bills of quantities for the commodities and related services as per their origin, employing the forms in section five: bid forms.
13-Alternative Bids
13-1- Alternative bids shall not be considered, unless the bid data sheet states otherwise.
14-Bid Prices and Discounts
14-1- Prices and discounts offered in the Bid Form and the Priced Bill of Quantity shall comply with the specified requirements.
14-2- All items and commodities shall be listed and price separately in the Priced Bill of Quantity. If the
the price shown in the Bid Form is the Bid's Total Price, excluding any discount offered.

14-4- The Bidder shall state any unconditional discounts and shall demonstrate in the Bid Form how these can be used.

14-5- EXW, CIP, CIF, C&F and other similar terms are subject to the regulation stated in the applicable Incoterms version issued by the International Chamber of Commerce, as indicated in the Instructions to Bidders.

14-6- Prices offered by the Bidder shall be fixed throughout the term of contract execution and not liable to change under any circumstance, unless the bid data sheet states otherwise.

14-7- Bids may be offered individually (Single Contract) or separated into several parts (number of contracts) if the same is stipulated in Para 1-1/Instructions to Bidders. The said prices shall be according to 100% of the items specified to each part and to 100% of their quantities, unless the bid data sheet states otherwise. The applicants interested in offering price discount, in the event of awarding more than one part in their favor, shall state the discount in accordance with Para 14-4/Instructions to Bidders, provided the Bids for all these parts shall be delivered and opened simultaneously.

15- Currency of Bids

15-1- The Bid’s currency and payment shall be as stated in the bid data sheet and shall be inclusive all taxes, duties and any additional expenses for the transportation, as indicated separately in each Bill of Quantity in section four.

16- Documents Confirming the Eligibility of Bidder

16-1- The Bidders shall fill out the Bid’s Form in chapter four to document their eligibility to participate in the tender according to Para 4/Instructions to Bidders.

17- Documents Confirming the Eligibility of Commodities & Services

17-1- To prove the eligibility of commodities and services, the Bidders must provide a Bill of Lading showing that the goods have been delivered in the specified quantity and condition.

18- The price shown in the Bid Form is the Bid's Total Price, excluding any discount offered.

EXW, CIP, CIF, C&F and other similar terms are subject to the regulation stated in the applicable Incoterms version issued by the International Chamber of Commerce, as indicated in the Instructions to Bidders.
18- Documents Confirming the Conformity of Commodities and Related Services

18-1- For the purpose of confirming the conformity of commodities and related services to the tender documents, the Bidder shall submit, as part of its Bid, documented evidence that the commodities supplied conform the technical specifications stated in section four: schedule of requirements.

18-2- Such documents may be either in print, charts or data forms, and shall include detailed description of each item, i.e. the essential technical specifications and performance properties for commodities and services, so that their compliance with the required specifications is clarified. The applicant shall submit a report of variance and exemption from the schedule of requirements.

18-3- The bidder shall also submit a list of all details, to include the available resources and current prices of spare parts and special equipment required for the continuous operation of commodities after being used by Buyer for the period specified in the bid data sheet.

18-4- The workmanship, materials and equipment and the reference to the trade names and/or reference numbers contemplated as stated by the Buyer in the schedule of requirements shall be examples and not limitations. The Bidder may offer other standards for quality and trademarks and/or contemplated reference numbers, provided that these shall realize the same or exceed the efficiency of items stated in the schedule of requirements and shall satisfy the Buyer.

19- Documents Confirming the Qualification of the Bidder

19-1- The documents proving the Bidder’s qualifications, in the event of awarding the bid in its favor, shall meet the following conditions:

a- The Bidders who are not the manufacturers or producers of commodities to be supplied shall submit the authorization of the manufacturer to market the commodities according to the form in
chapter four, and the form of authorization by the manufacturer or the producer to market the commodities in the country of the Buyer, if stipulated in the Instructions to Bidders.

b- If the Bidder is not doing business in Iraq, and if the same is required in the bid data sheet, it shall be represented in Iraq by a proxy that is ready and capable of conducting the maintenance operations and providing spare parts as stated in the contract conditions and/or the technical specifications.

c- The Bidder shall meet all the qualifications and standards stipulated in section three: Evaluation and Qualification Criteria.

20- Period of Validity of Bids

20-1 The Bid shall remain valid beyond the deadline for submission specified by the Buyer as stated in the bid data sheet. Any Bid with shorter validity shall be disregarded.

20-2 In some exceptional circumstances, the Buyer may request extension for the validity of Bid beyond the validity period specified. In this case, the request for extension and reply thereof shall be in writing. If Bid’s security is required as per article 21/Instructions to Bidders, The Security shall be extended for the same period. The Bidder is entitled to reject the request for extension without losing the Bid’s guarantee. The Bidder who consented to the Employer’s request shall not be required or entitled to extend its Bid’s validity except for the case described in Para 20-3/Instructions to Bidders.

20-3 In the contracts where it is not permitted to revise and amend the prices and in the event of delay in issuing the awarding letter for more than 56 days as of the date of the primary bid’s validity, prices shall be revised and amended as specified in the request for extension. Bids shall be outweighed depending on the bids prices regardless of the amendment of prices as indicated above.

21- Bid Guarantee

21-1 The Bidder shall submit, as part of the Bid, “bid guarantee” if required in the bid data sheet.

21-2 The guarantee amount shall be equal to the amount specified in the bid data sheet in Iraqi currency or any exchangeable currency. Also,

a- It shall be submitted in the form of bank’s letter of guarantee or certified check issued by the
b- The guarantee shall be issued from a recognized bank in Iraq as per the publication issued by the Central Bank of Iraq on the Banks’ financial adequacy and ratified by MOO, to be selected by the Bidder. If this banking institution exists outside Iraq, a corresponding financial institution recognized inside Iraq shall be adopted, to enable operating the guarantee,
c- It shall be identical to any of the forms in section four: Bid Forms or any other form to be adopted by the Buyer before submitting the Bid,
d- It shall be negotiable promptly on issuing a written request by the buyer in the event of breaching the conditions stated in Para 21-5/Instructions to Bidders,
e- The original shall be submitted; duplicates are not accepted,
f- It shall be valid for 28 days after the Bid’s validity or after the date of bid extension expiry period, if required according to Para 20-2/Instructions to Bidders,

21-3- If the bid guarantee is required pursuant to Para 21-1/Instructions to Bidders, and then any Bid that does not include bid guarantee shall not be accepted and be considered noncompliant.

21-4- Bid guarantee shall be returned to the non-winning Bidder promptly after the winning Bidder submits a performance guarantee as per article 44/Instructions to Bidders and signing the Contract.

21-5- The bid guarantee shall be confiscated in the following cases:

if the winning Bidder’s fails in:
1. Sign the Contract as per Para 43 of the "Instructions to Bidders".
2. Submit the performance guarantee as per Para 44 of the "Instructions to Bidders".

21-6 The Bid’s guarantee for the JV shall be in the name of the Bidder’s JV and if the JV is still not incorporated legally by the time of submitting the Bid, the Bid’s security shall be in the name of all independent partners stated.

21-7 the buyer has the right, (If stipulated in the bid data sheet), to declare the Contractor ineligible to be awarded any contract for the period of time
stipulated in the bid data sheet in any of the following events:
a- If the winning Bidder fails to sign the Contract as per Para 43/Instructions to Bidders
b- Or to submit the performance bond as per article 44/Instructions to Bidders.

21-8- In case the issuing bank of the performance bond submitted by the supplier, has been baned, the supplier after a notification from the buyer should reissue the PB from another bank ratified by Central Bank of Iraq & MOO.

22- Method of Submitting and Signing of Bid
22-1- The Bidder shall submit one original copy of its Bid marked as “Original” from the Bidding Documents as stated in 11/Instructions to Bidders. Also, the Bidder shall submit a number of copies marked as “Copy” as stated in the bid data sheet. In the event of discrepancy between the copy and the original, the Original shall be relied on.

22-2- All originals and copies of the Bid shall be written in ink and signed by a Bidder’s representative. Conversion shall be authenticated by the Notary Public.

22-3- Any traces of deletion or writing between the lines shall not be considered valid unless accompanied with the signature of the person authorized to sign the Bid.

D- Submission and Opening of Bids
23- Delivering, Sealing and Marking of Bid
23-1- Bidder shall deliver its Bid in hand or send it through registered mail.

a- When Bids are delivered in hand or through email (if the same is indicated in the bid data sheet), the originals and copies of the Bid and the alternative Bids (if permitted as per article 13/Instructions to Bidders) shall be delivered in separate envelopes, provided that such envelopes shall be marked whether they contain originals or copies. Such envelopes shall be, then, put in one envelope. Thereafter, procedures shall be followed as per 22-2 and 22-3/Instructions to Bidders.

b- Bidders may submit their Bids electronically if the same is indicated in the bid data sheet as per the instructions stated in the bid data sheet.
23-2- The outer and inner envelopes shall state:

a- The Bidder’s name and address.
b- The Buyer’s address according to 24-1/Instructions to Bidders.
c- The definition of Bid as referred to in sub-Para 1-1/Instructions to Bidders, and any other identification references stated in the bid data sheet.
d- Notice of “Not to open before the Bids opening date” as per sub-Para 27-1/Instructions to Bidders.

23-3- The Buyer shall not be held responsible for any lost or opened Bid that is not closed, sealed and marked as required.

24-Deadline for Submitting of the Bids

24-1- The Buyer shall receive the Bid at the specified address on the date and time specified in the bid data sheet.

24-2- The Buyer has the right to extend the Bidding deadline by amendment of documents as per article 8/Instructions to Bidders; in this event the rights and obligations of the Buyer and the Bidder shall be extended according to the new date.

25-Late Bids

25-1- The Employer shall not accept any Bid delivered after the Deadline as per Para 24/Instructions to Bidders. Accordingly, any Bid received after the specified period shall be considered “Late”, rejected and returned unopened to the Bidder.

26-Withdrawing, Replacing and Amending of Bids

26-1- The Bidder may withdraw, replace or amend its Bid after its submission by sending a written notice as per article 10/Instructions to Bidders, provided that the notice shall be signed by the authorized person and accompanied with a copy of the as per Para 22-2/Instructions to Bidders. And the notices on the substitution or withdrawal shall be attached to the official authorization. All written notices shall:

a- Be submitted as per Para 22 and 23/Instructions to Bidders. The envelopes shall be marked as Withdrawing, Replacing or Amending.
b- Be received by the Buyer before the tender deadline as per Para 24/Instructions to Bidders.

26-2- Bid to be withdrawn as Para 26-1/Instructions to Bidders shall be returned to the Bidder unopened.
26-3- The Bidder may not withdraw, substitute or amend the Bid with the period between the tender deadline and the expiry of Bid’s validity as specified in the bid data sheet or any extension thereto.

27- Opening of Bids

27-1 The (Bids Opening Committee) shall open the Bids at the presence of the bidders or their authorized representatives in public session at the time and place specified in the bid data sheet. According to Para 23-1, the procedures regarding opening the electronically submitted bids shall be referred to in the bid data sheet.

27-2 The envelopes marked as Withdrawal shall be first opened and read to the public; the envelope containing the withdrawn Bid shall be returned to the Bidder unopened. The withdrawal letter shall not be considered valid unless there’s an official authorization therefore; such authorization shall also be read publicly during the bids opening session. Thereafter, the envelopes marked as Substitution shall be opened and read publicly and shall be substituted with the original Bid which shall be returned to the Bidder unopened. No Bid shall be amended unless there’s a letter of substitution stating an official authorization that is read publicly in the opening session. The envelopes marked as Amendment shall be opened and read publicly; no amendment shall be adopted unless there’s a written letter thereof stating an official authorization. Only the bids opened and read during the bids opening session shall enter into competition and evaluation.

27-3- The envelopes shall be opened one by one; the name of Bidder shall be read, whether there’s amendment notice shall be stated, the prices offered and discounts and alternative bids shall be read. Also, shall be mentioned the Bid’s security, if required, and any other details which the Bids Opening Committee deems necessary to mention. Only discounts and alternative bids read publicly in the session shall enter the competition and evaluation. No Bid mentioned in the bids opening session, other than the Late Bid as per Para 25-1/Instructions to Bidders, shall be rejected.

27-4- The Bids Opening Committee shall set up a minutes of the bids opening session which shall at minimum contain the name of Bidder, whether the Bid has been withdrawn, substituted or amended, Bid Price as per each part if required, to include any discounts and alternative proposals if applicable, whether the Bid security is included if applicable. The Buyer shall require the Bidders present to sign the minutes of bids opening session. All
bidders who submitted bids before the deadline shall receive a copy of the bids opening session’s minutes. Also, the information in the minutes shall be published on the website.

E- Evaluating and Comparing Bids
28- Confidentiality
28-1 The information on the examining, evaluation, comparison and post-qualification of Bids and the recommendations on awarding the bid shall not be disclosed to the Bidders or any other person until the result thereof is announced officially in the bid's awarding announcement.

28-2 Any attempt by the Bidder to influence the contracting party (committee of evaluating and analyzing the bids) in the process of Bid’s examining, evaluation, comparison and awarding the Bid may result in rejecting its Bid.

28-3 Notwithstanding Para 28-2/Instructions to Bidders, if any Bidder is interested in approaching the Buyer on any subject related to the Bid during the period between Bid Opening and awarding, it may conduct the same in writing.

29- Clarification of Bids
29-1 To facilitate the process of examining, evaluation and comparison of Bids, the contracting party (committee of evaluating and analyzing the bids) may ask the Bidder to clarify its Bid. Any clarification from the Bidder not in response to a question shall not be considered. The request for clarification and the answer thereto shall be made in writing. No demand, offer or permit of change in the price is allowed, unless this is intended for correcting computing errors discovered by the Buyer during the Bid’s evaluation as per Para 31/Instructions to Bidders.

29-2 The compliant Bid is the Bid meeting all the terms, conditions and specifications stated in the tender documents without significant deviation, restriction or deletion. The significant deviation, restriction or deletion is:

a) Affects, in any way, the quality or performance of the commodities and services specified in the Contract.

b) hebt بية طريقة كانت على نوعية أو أداء السلع والخدمات المحددة في العطاء.;

c) يؤثر بية طريقة كان دمتعا ووافية أوائية المناقصة، من حقوق المشتري أو واجبات مقدم العطاء.;

d) يؤثر في حالة قبول المشتري لهذا التحظر أو التغيير الجذري على المناقصة مع المقدمين الآخرين.

30- Bids Response
30-1 The Buyer’s determination is adopted whether the Bid is in accordance with the contents of the Bid itself.

30-2 The compliant Bid is the Bid meeting all the terms, conditions and specifications stated in the tender documents without significant deviation, restriction or deletion. The significant deviation, restriction or deletion is:

a) Affects, in any way, the quality or performance of the commodities and services specified in the Contract.

b) يؤثر بية طريقة كانت على نوعية أو أداء السلع والخدمات المحددة في العطاء.;

c) يؤثر في حالة قبول المشتري لهذا التحظر أو التغيير الجذري على المناقصة مع المقدمين الآخرين.

30-3 If the Bid is submitted before the deadline and does not meet the conditions stated in the tender documents, it will not be considered.

31- Clarification of Bids
31-1 The information on the examining, evaluation, comparison and post-qualification of Bids and the recommendations on awarding the bid shall not be disclosed to the Bidders or any other person until the result thereof is announced officially in the bid's awarding announcement.

31-2 The information in the minutes shall be published on the website.

31-3 The information on the examining, evaluation, comparison and post-qualification of Bids and the recommendations on awarding the bid shall not be disclosed to the Bidders or any other person until the result thereof is announced officially in the bid's awarding announcement.
b- Limits, in any way, in discordance with the tender documents, the Buyer’s rights or the Bidder’s obligations.

c- Affects, in the event of Buyer’s acceptance of such significant reservation or deviation, the competition with other Bidders.

30-3-The Buyer shall disregard the Bid if it is noncompliant to the Bid Conditions. The Bidder is not allowed to comply with the conditions through making deviation, deletion or restriction on the information submitted after the public bids opening session.

31-Non-Conformity of Specifications, Errors & Omitting

31-1 If the Bid is compliant to the required essential conditions, then the contracting party (committee of evaluating and analyzing the bids) may require the Bidder to submit any necessary information or documents well in advance to redress any deficiency not connected to the essential materials and related to the documentation. Such deficiency or deletion shall have no effect on the prices stated in the Bid in any way. Failure by the Bidder to submit the required information shall result in rejecting its Bid.

31-2-If the Bid is compliant to all conditions, then the Buyer shall have the right to correct any computing errors as per the following conditions:

a- If there’s great contradiction between the unit price and the line item amount obtained from multiplying the unit price by the quantity, the unit price shall be adopted and the line item amount shall be corrected accordingly, unless, in the Bids Analysis Committee’s opinion, there is a mistake in the decimal point of the units price then the amount shall be adopted and the unit price shall be corrected.

b- If there’s error in the grand total of the line item amounts, the subtotals shall be adopted and the grand total shall be corrected.

c- If there’s discrepancy between the in-writing and in-figure amount of any line item, the in-writing amount shall be adopted, unless there’s a computing error in determining the amount; whereupon the in-figure amount shall be adopted according to the secondary Paragraphs (a) and (b) above.

31-4- If the winning Bidder does not consent to the corrections conducted by the contracting party
(committee of evaluating and analyzing the bids), the offer shall be disqualified and the Bid security related thereto shall be confiscated.

32- Initial Auditing of Bids
32-1- The contracting party (committee of evaluating and analyzing the bids) shall examine the Bids to verify that all the documents required in Para 11/Instructions to Bidders are included and to verify that the information exist in the documents submitted are complete.

32-2- The contracting party (committee of evaluating and analyzing the bids) shall confirm its receipt of the following information and documents:

a- Form of contract, as per Para 12-1/Instructions to Bidders.
b- Price Table as per Para 12-2/Instructions to Bidders.
c- Bid’s security as per Para 21/Instructions to Bidders, if required.

If any of these information or documents is not available, the Bid shall be disregarded.

33- Auditing the Terms & Conditions & the Technical Evaluation
33-1- The contracting party (committee of evaluating and analyzing the bids) shall check the Bid to verify that the terms and conditions specified in the General and Special Conditions of the Contract are fulfilled by the applicant without any significant restrictions or deviations.

33-2- The contracting party (committee of evaluating and analyzing the bids) shall evaluate the technical aspects of the submitted Bid as per article 18/Instructions to Bidders to verify that all the requirements stipulated in part six: schedule of requirements are available without any material restrictions or deviations.

33-3- If the contracting party (committee of evaluating and analyzing the bids), after checking the terms and conditions and the technical evaluation, decides that the Bid does not fulfill the conditions required in 30/Instructions to Bidders, the Bid shall be disregarded.

34- Conversion to Unified Currency
34-1- For the comparison and analysis purposes, the contracting party (committee of evaluating and analyzing the bids) shall convert the currencies of the prices of various Bids to the currency stated in the

---

33- تدقيق الشروط والبنود، والتقييم الفني

1. تقوم جهات التعاقد (لجنة تقييم وتحليل العطاءات) بتدقيق العطاءات لتتأكد من أن الشروط والبنود المحددة في شروط العقد العامة والخاصة قد تم قبولها من المتقدم دون أي تخفيفات أو تغييرات جزئية.

2. تقوم جهات التعاقد (لجنة تقييم وتحليل العطاءات) بتدقيق الحوامل الفنية للعطاء المقدم وفقاً للمادة (18) من التعليمات لمقدمي العطاء، لتأكد من أن جميع المتطلبات المحددة في الجزء السادس (جدول المتطلبات) موجودة دون أي تخفيفات أو تغييرات مادية.

3. إذا قررت جهات التعاقد (لجنة تقييم وتحليل العطاءات) بعد تدقيق الشروط والبنود والتقييم الفني أن العطاء لا يتوافق الشروط المطلوبة بالفترة 30 من التعليمات لمقدمي العطاءات، يعتبر العطاء مس btw

34- التغيير إلى عملة موحدة

1. لأغراض المعاينة والتقييم، على لجنة تحليل العطاءات تحويل العمليات لمبالغ العطاءات المختلفة إلى العملة المحددة في ورقة بيانات العطاء باعتبار نسبة التحويل الصادرة من البنك الرئيسي بتاريخ الذي تحدد ورقة بيانات العطاء لتلك العملة.

35- حاشية الأفضلية لمقدمي العطاءات المحليين

36- تقييم العطاءات

1. يجب أن تقوم جهات التعاقد (لجنة تحليل وتقييم العطاءات) بتقييم جميع العطاءات التي وصلت إلى هذه المرحلة لتتأكد من أن مضمونها يستوفي الشروط المطلوبة.

2. تستخدم جهات التعاقد (لجنة تحليل وتقييم العطاءات) في تقييم العطاءات جميع العوامل والأسباب والمعايير المحددة في الفقرة 36 من التعليمات لمقدمي العطاء، ولا يسمح باستخدام أية أسس أو معايير أخرى.

3. عند تقييم العطاءات، على جهات التعاقد (لجنة تحليل وتقييم العطاءات) أن تأخذ بعين الاعتبار ما يأتي:

3.1 سعر العطاء المقدم وفقاً للمادة (14)؛

3.2 تحديد الأسعار للأغراض تصحح الأخطاء الحسابية وفقاً للفقرة (31).
bid data sheet adopting the exchange rate issued by the Central Bank of Iraq on the date specified in the bid data sheet for that currency.

35-Margin of Preference
35-1- the Margin of Preference shall not be adopted for the local bidders.

36-Evaluation of Bids
36-1- The contracting party (committee of evaluating and analyzing the bids) shall evaluate all the Bids that went through to this phase to verify that their contents fulfill the required conditions.

36-2- The contracting party (committee of evaluating and analyzing the bids) shall, in evaluation of Bids, employ all factors, methods and standards specified in Para 36/Instructions to Bidders. No other methods or standards may be employed.

36-3- In evaluating the Bid, the contracting party (committee of evaluating and analyzing the bids) shall consider the following:

a- Price of Bid submitted as per Article 14,

b- Amendment of the prices for the purpose of correcting the computing errors as per 31-3/Instructions to Bidders.

c- Amendment of prices resulting from the discounts offered as per Para 14-4/Instructions to Bidders.

d- Amendments resulting from the application of evaluation criteria specified in part three: Evaluation and Prequalification Criteria in the bid data sheet.

36-4- The evaluation by the contracting party (committee of evaluating and analyzing the bids) shall include, in addition to the prices, other factors as per article 14/Instructions to Bidders. These factors may be related to the specifications, performance and conditions of acquisition of commodities and services. The effect of such factors, if any, shall be described in the financial conditions to facilitate comparison between the Bids, unless stated otherwise in S3: Evaluation and Prequalification Criteria and then the method, criteria and bases of outweighing shall be those referred to in 36-3-d.

36-5- If the bid data sheet permit parting and allow the Bidder to submit its prices for a table (part) or more from the tables (parts) constituting the general national tender, then the Buyer may contract with more than one supplier and the bids evaluation and comparison criteria stated in chapter three shall be adopted.

36-6- The evaluation by the contracting party (committee of evaluating and analyzing the bids) shall, in evaluation of Bids, consider the following:

a) The discount offered as per Para 14,

b) Alternatives of prices for the purpose of correcting the computing errors as per 31-4/Instructions to Bidders.

d) Estimates resulting from the application of evaluation criteria specified in part three: Evaluation and Prequalification Criteria in the bid data sheet.

36-7- The evaluation by the contracting party (committee of evaluating and analyzing the bids) shall, in evaluation of Bids, employ all factors, met methods, met criteria, met comparison criteria stated in the financial conditions to facilitate comparison between the Bids, unless stated otherwise in S3: Evaluation and Prequalification Criteria and then the method, criteria and bases of outweighing shall be those referred to in 36-3-d.

36-8- The evaluation by the contracting party (committee of evaluating and analyzing the bids) shall evaluate all the Bids that went through to this phase to verify that their contents fulfill the required conditions.

36-9- The evaluation by the contracting party (committee of evaluating and analyzing the bids) shall, in evaluation of Bids, employ all factors, met methods, met criteria, met comparison criteria stated in the financial conditions to facilitate comparison between the Bids, unless stated otherwise in S3: Evaluation and Prequalification Criteria and then the method, criteria and bases of outweighing shall be those referred to in 36-3-d.

36-10- The evaluation by the contracting party (committee of evaluating and analyzing the bids) shall, in evaluation of Bids, employ all factors, met methods, met criteria, met comparison criteria stated in the financial conditions to facilitate comparison between the Bids, unless stated otherwise in S3: Evaluation and Prequalification Criteria and then the method, criteria and bases of outweighing shall be those referred to in 36-3-d.

36-11- The evaluation by the contracting party (committee of evaluating and analyzing the bids) shall, in evaluation of Bids, employ all factors, met methods, met criteria, met comparison criteria stated in the financial conditions to facilitate comparison between the Bids, unless stated otherwise in S3: Evaluation and Prequalification Criteria and then the method, criteria and bases of outweighing shall be those referred to in 36-3-d.

36-12- The evaluation by the contracting party (committee of evaluating and analyzing the bids) shall, in evaluation of Bids, employ all factors, met methods, met criteria, met comparison criteria stated in the financial conditions to facilitate comparison between the Bids, unless stated otherwise in S3: Evaluation and Prequalification Criteria and then the method, criteria and bases of outweighing shall be those referred to in 36-3-d.

36-13- The evaluation by the contracting party (committee of evaluating and analyzing the bids) shall, in evaluation of Bids, employ all factors, met methods, met criteria, met comparison criteria stated in the financial conditions to facilitate comparison between the Bids, unless stated otherwise in S3: Evaluation and Prequalification Criteria and then the method, criteria and bases of outweighing shall be those referred to in 36-3-d.
**37- Bids Comparison**
The contracting party (committee of evaluating and analyzing the bids) shall compare the contents of all the compliant Bids in order to determine the lowest price Bid (that is financially and technically compliant) as per Para 36/Instructions to Bidders.

**38- Subsequent Qualifications to Bidders**
38-1- the contracting party (committee of evaluating and analyzing the bids), after selecting the lowest-cost Bid (that is financially, technically and administratively compliant), shall decide whether the Bidder is qualified to execute the contract satisfactorily.

38-2- Such decision shall be passed after checking and reviewing all the documents proving the Bidder’s qualifications as per Para 17/Instructions to Bidders.

38-3- In light of 38-1 and 38-2, post qualification of the winning Bidders is considered a basic condition for awarding the bid; if it is not compliant to the qualification conditions referred to above, it shall be disregarded and the next lowest-cost Bid shall be considered.

**39-Buyer's Right to Accept or Reject Any Bid**
39-1- The Buyer has the right to accept or reject any bid. Also it has the right to cancel the tender and reject all bids submitted any time before awarding the bid without being held liable towards the Bidders.

**F- Awarding the Bid**

**40- Awarding Criteria**
40-1- The bid shall be awarded to the lowest-cost Bid that is compliant to all the conditions stated in the Bid, after verifying its qualification and abilities to execute the contract in the best possible way.

**41-Buyer’s Right to Change the Quantities upon Awarding the Tender**
41-1- The buyer, upon awarding the bid, shall reserve the right to change (increase of decrease) the quantities specified in chapter six: schedule of requirements, provided that the change shall not exceed the rates specified in the bid data sheet and without any change to the unit prices or any other conditions stipulated in the tender documents.

**42- Notification of Awarding the Bid**
42-1- The Buyer shall, before the expiry of Bid’s validity, shall notify the winning Bidder with accepting its Bid in writing.

**43- The contracting party (committee of evaluating and analyzing the bids) shall compare the contents of all the compliant Bids in order to determine the lowest price Bid (that is financially and technically compliant) as per Para 36/Instructions to Bidders.**

**44- Buyer's Right to Accept or Reject any Bid**
44-1- The Buyer has the right to accept or reject any bid. Also it has the right to cancel the tender and reject all bids submitted any time before awarding the bid without being held liable towards the Bidders.

**45- The bid shall be awarded to the lowest-cost Bid that is compliant to all the conditions stated in the Bid, after verifying its qualification and abilities to execute the contract in the best possible way.**

**46- The buyer, upon awarding the bid, shall reserve the right to change (increase of decrease) the quantities specified in chapter six: schedule of requirements, provided that the change shall not exceed the rates specified in the bid data sheet and without any change to the unit prices or any other conditions stipulated in the tender documents.**

**47- The Buyer shall, before the expiry of Bid’s validity, shall notify the winning Bidder with accepting its Bid in writing.**
42-2. Soon after issuing the acceptance letter to the winning Bidder, the Buyer shall notify the non-winning Bidders therewith stating the reasons of their failure and releasing their Bid guarantee submitted, except for what is stipulated in 42-5 hereafter.

42-3. Also, soon after issuing the acceptance letter, the Buyer shall publish the results of Bids analysis on its website, to include the following:

a- Names of Bidders who participated in bidding.
b- Prices of Bids as read upon opening the Bids.
c- Names of Bidders and their Bids prices after analysis.
d- Name of disregarded bidders and reasons for disregarding.
e- The name of winning Bidder, its Bid price and the period of execution, plus a summary description of works covered by the contract.

42-4. Bid’s acceptance letter shall be considered a binding contract until a formal contract is signed.

42-5. Until the winning Bidder submits a performance guarantee as per Article 44 and signs the contract, the Buyer holds the Bids guarantees of the second and third nominated Bidders.

43-1. Soon after the Bid acceptance letter is sent, the Buyer shall send to the winning Bidder with the Form of Contract and the Special Conditions of the Contract.

43-2. The winning bidder, in a period not exceeding (14) days or twenty nine (29) days including the warning period from the date of receiving the letter of acceptance after the end of appeal period, has to sign the contract text and fix its date and return it to the buyer, unless it is stipulated otherwise in bid data sheet; otherwise the supplier shall bear the legal consequences stipulated in the prevailing instructions of executing the government contracts.

43-3. In addition to the stipulations of 43-2/Instructions to Bidders above, if the contract is not signed due to obstacles by the Buyer or the Buyer’s country, the Bidder shall not be bound by its Bid. Also if such obstacles are stated in instructions from the country of provision of commodities, systems or services, the Bidder shall not be bound by its Bid. The Bidder, upon applying for exemption from its obligations, shall prove to and convince the Buyer that its failure to sign the contract is not attributable to omission or violation from its part in performing any formal matters required under the General Conditions of the Contract and the it has applied for the permits and authorizations required for exporting.
the commodities, systems or services.

44- Performance Bond Guarantee

44-1- The Bidder, if required under the General Conditions of the Contract, shall, within 29 days as of the date of awarding the bid, including the warning period, provide a performance Bond guarantee, unless the bid data sheet states otherwise. It shall use the form of good performance guarantee in chapter nine: contract forms or any other form accepted by the Buyer. The Buyer shall notify all Bidders with the name of winning Bidder and release their guarantees as per 21-4/Instructions to Bidders.

44-2- Failure by the winning Bidder to submit the good performance guarantee or to sign the Contract shall be good reason for revoking the award and confiscating the Bid’s guarantee. In such case, the Buyer shall have the right to award the Contract to the runner-up Bidder whose Bid is compliant to all the required conditions and is capable of executing the terms of Contract in the best possible way. The Buyer may take the necessary actions to charge the party in default with the price difference.
<table>
<thead>
<tr>
<th>Clause in Instructions to Bidders</th>
<th>A- General</th>
<th>ا- عام</th>
<th>رقم الفقرة في التعليمات لمقدمي العطاء</th>
</tr>
</thead>
<tbody>
<tr>
<td>1-1</td>
<td>Buyer’s Name: Ministry of Oil/Midland Oil Company (State Company)</td>
<td>اسم المشتري: وزارة النفط/ شركة نفط الوسط(شركة عامة)</td>
<td>1-1</td>
</tr>
<tr>
<td>1-1</td>
<td>Tender’s Name and No : Supply &amp; Installation &amp; Operation of OIL SPILL MONITORING SYSTEM in River in Midland Oil Company/ Alahdab Oil Field MdOC-SOM-11.15.9034.01</td>
<td>اسم ورقم المناقصة: تجهيز ونصب وتشغيل متحسسات كشف التلوث النفطي في النهر في شركة نفط الوسط / حقل الاحدب النفطي MdOC-SOM-11.15.9034.01</td>
<td>1-1</td>
</tr>
<tr>
<td>2-1</td>
<td>Project’s name &amp; No in the Federal Budget: The project is on the Operational Budget</td>
<td>اسم ورقم المشروع في الموازنة الفردالية: المشروع على الموازنة التشغيلية</td>
<td>2-1</td>
</tr>
<tr>
<td>4-2</td>
<td>There is a list of the companies that are unqualified or banned from working with the Ministry of Planning &amp; Developmental Cooperation/ Government Public Contracts Department (<a href="http://www.mop.gov.iq">www.mop.gov.iq</a>)</td>
<td>توجد لائحة بأسماء الشركات غير المؤهلة أو الممنوعة من العمل لدى وزارة التخطيط / دائرة العقود الحكومية العامة: (<a href="http://www.mop.gov.iq">www.mop.gov.iq</a>)</td>
<td>4-2</td>
</tr>
</tbody>
</table>

### B- Contents of Bid Documents

<table>
<thead>
<tr>
<th>7-1</th>
<th>For the purpose of clarification of Bid’s objectives only, the Buyer’s address is:</th>
<th>لغرض توضيح اهداف العطاء فقط، عنوان المشتري هو:</th>
<th>7-1</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>إلى: (شركة نفط الوسط)</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
For the purpose of clarification of Bid’s objectives only, the Buyer’s address is:

To: (Midland Oil Company)
The Bid would be receive by: (the outdoor information office of Midland Oil Company, Box no. (3), in Bob Al-Sham, Al-Rashdiya, Baghdad Iraq against al Quds Thermal Station.
Postal Code: (3501)
Tel. 009640727000075
Website www.mdoc.oil.gov.iq
Email mdoc.dg.@mdoc..oil.gov.iq

7-1 Questions on the Bid Documents shall be submitted to the Buyer’s contracting departments no later than (10 days prior the closing date)

7-1 يجب أن تقدم الاستفسارات حول وثائق العطاء إلى دوائر عقود المشتري في موعد أقصاه (عشرة أيام تسبي موعد الخلق)

C- Bid’s Preparations

10-1 Bid’s Language: Arabic, English

10-1 لغة العطاء: العربية، الإنجليزية

11-1(h) The Bidder shall submit the following additional documents
1. A company foundation certificate (foreign companies) should be presented in an copy ratified by the Ministry of foreign affairs of the company country and the Iraqi embassy therein, for (Iraqi companies& foreign company branch registered in Iraq ) it should be issued from Iraqi Ministry of Trade and ratified by “the registrar of companies once a year.
2. (3) Similar works ratified by the contracting parties with the certificates of initial or final receipt , for the last five year. The value of each of those works should represent (70%) of the amount of the current contract.
3. The final accounts for the last two years ratified by a legal accountant.
4. Passport and official documents of the executive manager of the company or his authorized person.
5. ID of trade bureau for the Iraqi company or foreign company branch registered in Iraq , issued from Ministry of Trade and valid for the year of submitting the bid

11-1(h) يجب على مقام العطاء ان يقدم الوثائق الإضافية الآتية:
1. تقديم شهادة تأسيس الشركة (للشركات غير العراقية) ونسخة مصدقة من وزارة الخارجية لبلد الشركة والسفارة العراقية في ذلك البلد للشركات العراقية وفروع الشركات غير العراقية المسجلة في العراق صادرة من وزارة التجارة العراقية ومصدقة من دائرة مسجل الشركات ولمرة واحدة في السنة.
2. أعمال مماثلة مصدقة من جهات التعاون مع شهادات الاستلام الأولى أو النهائية عدد(3) منجزة على مدى خمس سنوات الأخيرة وأن يعطي قيمة أي عمل من تلك الأعمال (70%) من قيمة العقد الحالي المطلوب.
3. الحسابات الختامية للستين الأخيرة مصدقة من قبل محاسب انجليزي
4. جواز سفر ومستندات الرسمية الخاصة بالمدير المفوض للشركة أو من يخوله
5. هوية عرفية للشركة العراقية أو فروع الشركات غير العراقية المسجلة في العراق صادرة من وزارة التجارة نافذة للعام الذي يتم فيه تقديم العطاء.
6. كتاب عدم ممانعة من الاشتراك بالمناقصات صادر
<table>
<thead>
<tr>
<th>6. Letter of no objection to participate in tenders by the general authority for taxes (Iraqi companies &amp; foreign company branch registered in Iraq)</th>
</tr>
</thead>
<tbody>
<tr>
<td>عن الهيئة العامة للضرائب (للشركات العراقية وفروع الشركات العاملة في العراق)</td>
</tr>
<tr>
<td>13-1 Alternative Bids are not permitted to be considered.</td>
</tr>
<tr>
<td>العطاءات البديلة لن تأخذ بعين الاعتبار.</td>
</tr>
<tr>
<td>14-5 The latest applicable version of INCOTERMS (2010) shall be adopted</td>
</tr>
<tr>
<td>يعتمد الإصدار الأخير المعمول به لاتكون تيرم (2010) الصادر من غرفة التجارة العالمية</td>
</tr>
<tr>
<td>14-6 The Bid prices offered by the Bidder upon executing the contract are non-adjustable.</td>
</tr>
<tr>
<td>تكون أسعار العطاء المقدمة من مقدم العطاء غير قابلة للتعديل</td>
</tr>
<tr>
<td>14-7 The priced items in each special list (part) in the national competitive bid shall not be less than (100)% of the total items constituting such list. The price shall be valid at (100)% of the quantities stated next to each item of such lists.</td>
</tr>
<tr>
<td>يجب أن لا تكون البنود المسعرة في كل قائمة (جزء) متخصصة من قوائم العطاء التنافسي الوطني عن (100)% من مجموع البنود المكونة لتلك القائمة. يجب أن يكون السعر نافذا بنسبة (100)% من الكميات المؤشرة إما كل بنود المكونة لتلك الفئات.</td>
</tr>
<tr>
<td>15-1 Prices shall be in the following currency: USD</td>
</tr>
<tr>
<td>تكون الأسعار بالعملة الآتية: دولار أمريكي</td>
</tr>
<tr>
<td>18-3 Not Applicable</td>
</tr>
<tr>
<td>لا ينطبق</td>
</tr>
<tr>
<td>19-1 (a) Not required</td>
</tr>
<tr>
<td>غير مطروح</td>
</tr>
<tr>
<td>19-1 (b) Not Applicable</td>
</tr>
<tr>
<td>غير مطلوبة</td>
</tr>
<tr>
<td>20-1 Bid’s validity (180) days</td>
</tr>
<tr>
<td>مدة نفاد العطاء: (180) يوم</td>
</tr>
<tr>
<td>20-3 The contracts, in which it is not permitted to adjust prices, and in case of delay in issuing the award decision for a period exceeding (10) days after the date initial bid expiry date, the prices are to be reviewed and adjusted (not applicable)</td>
</tr>
<tr>
<td>في العقود التي لا يسمح فيها بتعديل الأسعار، وفي حالة تأخر صدور قرار الإحالة فترة تزيد عن (10) يوما على تاريخ نفاد العطاءات البدالة فتتم مراجعة وتعديل الاسعار (لا ينطبق)</td>
</tr>
<tr>
<td>21-1 The Bid contains a Bid’s guarantee (issued by a certified bank in Iraq) as per the form adopted by the Iraqi Central Bank.</td>
</tr>
<tr>
<td>العطاء يحتوي على ضمان للعطاء صادر عن مصرف معمول في العراق وحسب النموذج المعتمد من البنك المركزي العراقي</td>
</tr>
<tr>
<td>21-2 The Bid guarantee price is 1,600,000 ID</td>
</tr>
<tr>
<td>يجب أن يكون مبلغ ضمان التامينات الأولية ١,٦٠٠,٠٠٠ (١٦٠٠٠٠٠) مليون وسمانة الف دينار عراقي</td>
</tr>
<tr>
<td>21-7 In the event the Bidder conducts anything stated in (a) or (b) of this clause, and the clause (second) from regulations</td>
</tr>
<tr>
<td>في حالة قيام مقدم العطاء باي من الأعمال المذكورة في البندين (أ) أو (ب) من هذه الفقرة والفقرة (ثانية) من الضوابط رقم (20) لتعليمات تنفيذ العقود الحكومية</td>
</tr>
<tr>
<td>22-1</td>
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<tr>
<td>23-1 (a)</td>
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<tr>
<td>23-1 (b)</td>
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<td>23-2 (c)</td>
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<td>24-1</td>
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</tbody>
</table>
| 27-1 | Bids shall be opened in the following time and place:  
Address: [Bob Al-Sham, Al-Rashdiya, Baghdad Iraq]  
Against Al Quds Thermal Power Station]  
Floor& room No: Caravan No: C33 inside MDO OC site.  
Date: At the same closing date or the day after with the approval of the head of the contracting party. | يتم فتح العطاء في الساعات والزمن الآتيين:  
العنوان: بغداد – العراق - شركة نفط الوسط  
المدينة: بغداد - بابة الشام - مقابل محطة كهرباء القدس الحرارية  
رقم الطابق والغرفة: الكرفان رقم C33 داخل مقر الشركة  
التاريخ: ذات يوم العطاء أو اليوم الذي يليه وبدعم قيادة جهة التعاقد في الساعة الثانية عشر بتوقيت بغداد. | 27-1 |

### E- Evaluating and Comparing Bids

| 34-1 | Prices submitted in other currencies shall be converted to their equivalent in (Not Applicable)  
Source of currency exchange (Not Applicable)  
Date of exchange (Not Applicable) | الأسعار المقدمة بعملات أخرى تحول إلى ما يعادلها (لا يطبق)  
مصدر تحويل العملة (لا يطبق)  
تاريخ سعر التحويل: (لا يطبق) | 34-1 |

| 36-3-a | Evaluation & comparison shall be conducted on the bases of (items & parts) Bids shall be evaluated and compared on the basis of each item and the contract shall include the items awarded to the winning Bidder. | يتم تقييم العطاءات ومقارنتها على أساس كل قطعة ويتكون العقد متضمنا الفقرات المحالة لمقدم العطا الفائز. | 36-3 |

| 36-3-d | Evaluation shall be conducted using the criteria of section three(Evaluating & Comparing Bids)  
a- Deviation in supply times (Not Applicable)  
b- Deviation in payment times (Not Applicable).  
c- Availability of after sale service and spare parts in the country of buyer for the equipment offered in the Bid. (Not applicable)  
d- Cost estimate for the purposes of operation & maintenance through operation lifetime of equipment (Not Applicable)  
e- Performance & productivity of equipment provided (Not Applicable)  
g- Technical Specification & Comparisons Criteria) | يجري التقييم باستخدام المعايير الموجودة في الفصل الثالث (تقييم ومقارنة العطاءات):  
أ - الأذناف في توقيت التجهيز : (لا يطبق)  
ب - الأذناف في توقيت الدفعات : (لا يطبق)  
ج - أداء الأجزاء الفائدة والاستبدال والمواد الاحتياطية لأغراض الصيانة وخدمات ما بعد البيع للمعدات المذكورة في العطاء: (لا يطبق)  
د - توفير خدمات ما بعد البيع والمواد الاحتياطية في بلد المشتري للمعدات المقدمة في العطاء : (لا يطبق)  
ه - الكلفة المتوقعة لأغراض التشغيل والصيانة للعمر التشغيلي للمعدات: (لا يطبق)  
و - أداء وإنتاجية المعدات المقدمة: (لا يطبق)  
ز - أية معايير أخرى يطلب الاخذ بها بنظر الاختبار : حسب المتطلبات والشروط الموجودة في الفصل السادس (المواصفات الفنية + معايير الترجيح) | 36-3-
The Bidders’ entitlement to submit their Bids as one part or more constituting the competitive general contracting (Not Applicable).

F- Awarding of Tender

Upper limit of percentage permitted to increase the quantities in the same prices (20%)

43-2 Contract shall be signed within [14 work days] as of the date of issuing the letter of acceptance

44-1 A performance bond shall be submitted within [14 work days] as of the date of issuing the letter of acceptance, provided that it will be submitted before signing the contract.

Section Three: Evaluation and Qualification Criteria

For the Contracts of Supply Commodities

This Section supplements the Instructions to Bidders, contains the criteria employed by the Buyer/Bids Analysis Committee for the evaluation of the Bid and determines whether the required qualifications are fulfilled by the Bidder and other criteria are employed.

The Buyer may select the criteria it deems suitable for the execution of the supply process and it may enter the method it deems suitable by using the samples listed below or using another acceptable method.

Contents

1- Evaluation criteria (36-3-d/Instructions to Bidders)
2- Multiple contracts (36-5/Instructions to Bidders)
3- Requirements for Subsequent Qualification (38 2/Instructions to Bidders)

1- Evaluation Criteria (36-3-d/Instructions to Bidders)
In evaluating a Bid, shall be considered, in addition to the Bid’s price as per Para 14-6/Instructions to Bidders, one or more of the following factors stipulated in Para 36-3-d/Instructions to Bidders and 36-3-d/bid data sheet, employing the following methodological criteria:

a- Delivery Schedule (as per the INCOTERMS referred to in the bid data sheet)

The Commodities exist in the Schedule of Commodities shall be delivered within reasonable period of time (i.e. after the primary date and before the deadline of delivery) as specified in section six: Delivery Schedule. No priority shall be given to the commodities delivered before the early time, and the Bids to deliver commodities after the deadline shall be considered noncompliant. For the purposes of evaluation only, the prices of Bids that deliver commodities after the early delivery time as specified in S6: Delivery Schedule, if the bid data sheet stipulates the same, as stated in Para 36-6-d/bid data sheet.

b- Amendment of Payment Schedule

Prices shall be submitted by Bidders as per the payment schedule referred to in the Special Conditions of the Contract and the Bids shall be evaluated according to the rules specified in that schedule. Bidders are allowed to submit an alternative payment schedule and propose discount to the prices quoted in their original Bid in the event their proposed alternative Bid is accepted. The Buyer shall have the right to take into account the proposed alternative payment schedule as well as the proposed discount percentage. (Not Applied)

c- Cost of the Essential Replaceable Parts and Compulsory Spare Parts and After Sale Services (insert one of the following alternatives)

1- The cost of compulsory spare parts, replaceable parts and after sale services according to the lists submitted by the supplier that are set up according to the instructions of manufacturer of commodities for maintenance purposes throughout the operation lifetime of the commodities referred to in Para 18-3/bid data sheet shall be added to the Bid price for the purpose of comparison and outweighing between the offers or 18-3.

- جدول التسع (بموجبة قواعد التشريطي المشترك فيها في ورقة بيانات العطاء)

- a) جدول التسع (بموافق قواعد التشريطي المشترك فيها في ورقة بيانات العطاء)

- b) افتراض أن تسلم السلع الموجودة في جدول السلع خلال المدة الزمنية المقبولة (أي بعد الموعد الإرادي للتسليم قبل حصول الموعد النهائي) المحددة في القسم السادس، (جدول التسع). لن تعطى أفضلية تسلم السلع المبكرة قبل الموعد المبكر، واستعمال العطاءات التي تسلم السلع بعد الموعد النهائي على أنها غير مستحقة. قد يتم لأغراض التقييم فقط تعديل أسعار العطاءات التي تسلم السلع بعد "الموعد المبكر للتسليم" المحدد في القسم السادس، (جدول التسع) إذا نص على ذلك في ورقة بيانات العطاء، كما موضح في الفترة (36-6 د) من ورقة بيانات العطاء.

- c) تفتيح جدول الدفعات

- يتم تقديم الأسعار من مقدمي العطاءات بموجبة جدول الدفعات المشترى في شروط العقد الخاصة ويتم تقديم العطاءات وفق الأسماك المحددة في ذلك الجدول. يسمح لمقاول العطاء تقديم جدول الدفعات بديل وأقرار تخفيض على الأسعار الورادية ببعضهم الأصلي في حالة القبول بالمقترح المترشح من قبل المشترى الحلوجي في الأخذ بنظر الأعتبار جدول الدفعات المقترح البديل كذلك نسبة التخفيض المقترحة على الأسعار.

(لا ينطبق)
The Buyer shall set up a list of the requirements of the highly consumable and high cost parts and compulsory spare parts and estimated quantities during the primary operation period specified in 18-3/bid data sheet. The Bidder shall price these and add them to the contract price for comparison purpose.

d. Provision of After Sale Services for Commodities and Spare Parts in the Buyer’s Country

If Para 36-3d/Bid Data Sheet stipulates that the Bidder shall offer the cost of providing after sale services, such as maintenance and provision of spare parts in the Buyer’s country, the cost of such services shall be added to the contract price for comparison purpose.

(Not Applied)

e. Planned Cost of Operation and Maintenance

Shall be added an amendment margin to the cost of operation and maintenance of commodities to be added to the contract price for comparison purpose only if the same is stipulated under Para 36-3d & e/Bid Data Sheet.

(Not Applied)

f. Performance and Productivity of Equipment

A margin of amendment of cost calculated on the basis of the performance and efficiency of commodities proposed by the Bidder in comparison with the performance and efficiency of the commodities referred to in the Bidding Documents. Such cost margin shall be added according to the method referred to in 36-3d & f/Bid Data Sheet.

(Not Applied)

g. Any Further Criteria

If it is required to add further criteria for outweighing and comparison, these shall be referred to in 36-3d & g/Bid Data Sheet.

(Not Applied)

2. Multiple Contracts (36-5/Instructions to Bidders)

The Buyer may award more than one Bid over the Bid submitted that offers the lowest value for a set of Bids so that there’s one Bid for each contract that fulfills all the criteria required in the subsequent qualification phase (as referred to in Para 38-2/Instructions to Bidders of section three:...
"Requirements of Subsequent Qualification"). Not Applied
The Buyer shall:

a-Evaluate the Bid that fulfills the minimum limit of percentages specified in the Instructions to Bidders, only considering the items indicated in the special lists and the quantities indicated next to these items, as specified in Para 14-8/Instructions to Bidders.
b- Shall be taken into account:
(1) Lowest cost Bids as to each special list.
(2) Discount of price for each special list and the method of application thereof as offered by the Bidder in its Bids.

3- Requirements of Subsequent Qualification (38-2/Instructions to Bidders)
After determining the lowest evaluated Bid as per sub-Para 37-1/Instructions to Bidders, the Buyer shall conduct the subsequent qualification procedures to the Bidder as per Para 38/Instructions to Bidders employing the specified requirements only. While the requirements not covered by the text below shall not be used in the evaluation of the qualifications of Bidders.

a- Financial capability,
The Bidder shall submit documented evidence on its ability to meet the following financial requirements:
1. The Final Accounts for the last two years.
2. The minimum limit for the annual income of the company shouldn’t be less than (79,000,000 million ID) seventy nine million Iraqi dinars calculated from received payments of the excutes works to the completed contracts these which continue for the (five) years.
3. A Financial Liquidity should supply goods with aprice (79,000,000 million ID) seventy nine million Iraqi dinars from the value of the bid for the last five years.

b- Experience and technical capability,
The Bidder shall submit documented evidence on its ability to meet the requirements of technical experience listed as follows:
1. The charts listed in the Schedule of requirements.
2. (3) Similar Works ratified by the contracting parties (General Sector) with the certificates of initial and final receipt, for the last five years. The value of each of those works should represent (70%) of the amount of the current contract.

c- The Bidder shall submit documented evidence that the commodities it offers meet the following requirements applications: The technical specifications mentioned in specification schedual in Section Six of herein.
### Section Four: Bid Forms
For the Contracts of Supply commodities

<table>
<thead>
<tr>
<th>Forms List</th>
<th>القسم الرابع: نماذج العطاء لعقود تجهيز السلع</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bidder’s Information Form</td>
<td>نموذج معلومات مقدم العطاء</td>
</tr>
<tr>
<td>JV’s Partners Information Form</td>
<td>نموذج معلومات الشركاء في المشروع المشترك</td>
</tr>
<tr>
<td>Bid Submission Form</td>
<td>نموذج استمارة تقديم العطاء</td>
</tr>
<tr>
<td>Schedule Form of Prices</td>
<td>جدول الأسعار</td>
</tr>
<tr>
<td>Bill of Quantities</td>
<td>جدول الكميات</td>
</tr>
<tr>
<td>Bid Guarantee Form (Bank Guarantee)</td>
<td>نموذج ضمان العطاء (كفالة مصرفية)</td>
</tr>
<tr>
<td>Authorization of the Manufacturing Party</td>
<td>تحويل الجهة المصنعة</td>
</tr>
<tr>
<td>Bidder’s Information Form</td>
<td>نموذج معلومات مقدم العطاء</td>
</tr>
<tr>
<td>---------------------------</td>
<td>-----------------------------</td>
</tr>
<tr>
<td>[The bidder shall fill out this form according to the information listed below. No amendment to this form shall be allowed, and no alternative shall be accepted]</td>
<td>على مقدم العطاء أن يملأ هذا النموذج وفقاً للتعليمات المدرجة في أدناه، ولا يسمح بأي تعديل على هذا النموذج، ولا يقبل أي استبدال</td>
</tr>
<tr>
<td>Date: [Insert the Bid’s submission date (day/month/year)]</td>
<td>التاريخ: أدخل تاريخ تسليم العطاء (اليوم/ الشهر/ السنة)</td>
</tr>
<tr>
<td>National competitive Bid’s number: [Insert Bid’s No.]</td>
<td>رقم العطاء التنافسي الوطني: (أدخل رقم العطاء)</td>
</tr>
<tr>
<td>Page of</td>
<td>صفحة _______ من _______ صفحة</td>
</tr>
<tr>
<td>1. Bidder’s Legal Name: [Insert Bidder’s Name]</td>
<td>1. الاسم القانوني لمقدم العطاء: [أدخل اسم المقدم]</td>
</tr>
<tr>
<td>2. In the event of Joint Venture Bidder, the legal name of each partner: Insert the legal name of each partner in the JV</td>
<td>2. في حالة كون مقدم العطاء مشروعاً مشتركاً، يجب إدراج الاسم القانوني لكل شريك: [أدخل الاسم القانوني لكل شريك في المشروع المشترك]</td>
</tr>
<tr>
<td>3. The country in which the Bidder is actually registered or it intends to be registered therein: [Insert country]</td>
<td>3. الدولة المسجل فيها مقدم العطاء فعلاً أو تلك التي ينوي التسجيل فيها: [أدخل اسم الدولة]</td>
</tr>
<tr>
<td>4. Bidder’s registration year: [Insert registration year]</td>
<td>4. سنة تسجيل مقدم العطاء: [أدخل سنة التسجيل]</td>
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<tr>
<td>5.Bidder’s official address in its country of registration: [Insert address]</td>
<td>5. العنوان الرسمي لمقدم العطاء في الدولة المسجل في بها [أدخل العنوان]</td>
</tr>
<tr>
<td>6. Information of Bidder’s authorized representative: Name: [Insert authorized representative’s name]</td>
<td>6. معلومات عن الممثل المخول لمقدم العطاء</td>
</tr>
<tr>
<td>Address: [Insert authorized representative’s address]</td>
<td>الاسم: [أدخل اسم الممثل المخول]</td>
</tr>
<tr>
<td>Tel./Fax: [Insert authorized representative’s tel. and fax]</td>
<td>العنوان: [أدخل عنوان الممثل المخول]</td>
</tr>
<tr>
<td>Email: [Insert authorized representative’s email]</td>
<td>الهاتف/الفاكس: [أدخل رقم هاتف وفاكس الممثل المخول]</td>
</tr>
<tr>
<td>البريد الإلكتروني: [أدخل البريد الإلكتروني للممثل المخول]</td>
<td></td>
</tr>
<tr>
<td>7.</td>
<td>مرفق نسخ عن الوثائق الأصلية من: [ضع إشارة بجانب الوثائق الأصلية المرفقة]</td>
</tr>
</tbody>
</table>
7. Attached photocopies of original documents:
   [Check if the original documents are attached]
   ○ The articles of incorporation of the company stated in 1 above, as per sub-Para 4-1 and 4-2/Instructions to Bidders.
   ○ In the event of a JV bidder, shall be attached a letter of incorporation of the joint venture or a joint agreement as per sub-Para 4-1/Instructions to Bidders.
   ○ In the event of a State owned organization, shall be submitted the documents proving the organization’s legal and financial independence according to law, as per sub-Para 4-5/Instructions to Bidders.

JV’s Partners Information Form

[The Bidder shall fill out this form according to the
instructions stated below
Date: [Insert the Bid’s submission date (day/month/year)]

Local competitive Bid’s number: [Insert Bid’s No.]

1- Bidder’s Legal Name: [Insert Bidder’s Name]

2- Legal Name of the Joint Venture: [Insert the legal name of each partner in the JV]

3-The country in which the Bidder is actually registered or it intends to be registered therein: [Insert country]

4-Bidder’s registration year: [Insert registration year]

5-Bidder’s official address in its country of registration: [Insert address]

6- Information of Bidder’s authorized representative of the joint venture:
Name: [Insert authorized representative’s name of the joint venture]
Address: [Insert authorized representative’s address of the joint venture]
Tel./Fax: [Insert authorized representative’s tel. and fax of the joint venture]
Email: [Insert authorized representative’s email of the joint venture]

7. Attached a copy of the original documents (Insert a sign against the attached original documents)

- A company Foundation certificate or the company registering mentioned in (1) above, according to the clauses 4-1 & 4-2 of the Instructions to Bidders.
- In case the organization is owned to the Iraqi
Government, it should submit documents that prove the dependency of the legal & financial institute according to the commercial law provisions, clause 4-5 of Instructions to Bidders.
instructions stated below. No amendment to this form shall be allowed, and no alternative shall be accepted]

Date: [Insert Bid’s submission date (date/month/year)]

National competitive Bid’s number: [Insert Bid’s No.]

Invitation No.: [Insert Invitation’s No.]

Alternative No.: [Insert Reference No. if it is alternative Bid]

To: [Insert Buyer’s full name]

We, the signatories below, acknowledge that:

a- We have studied the Bid documents and we have no reservations thereon, including the annexes: [Insert number and date of issuance of each annex],

b- We offer provision of the following commodities and related services in accordance with the Bid Documents and the delivery schedule specified in the Schedule of Requirements [Insert summary description of the commodities and related services],

c- The total price of our Bid, to except for the discounts offered in (d) below: [Insert total price in writing and in figures]

d- Discounts offered and method of application are: Discounts: If our Bid is accepted, we shall apply the following discounts. [Specify in details each discount offered and on which of the items in the Schedule of Requirements it shall be applied],

Method of discounts applications: Discounts are applied employing the following method: [Specify in details the method to be employed in discounts

- [Insert Bid’s submission date (اليوم/ الشهر/ السنة)]
- [Insert Bid’s national number (رقم العطاء التنافسي الوطني)]
- [Insert Bid’s invitation number (رقم الدعوة)]
- [Insert Bid’s alternative number (رقم التعريف إذا كان هذا عطاء بديلاً)]
- [Insert Buyer’s full name (إسم المشتري الكامل)]

نحن الموقعين في أتانا:

أ- نحن نعرض أن نزود السلع والخدمات الممتصلة بها التالية بما يتتفق مع وثائق العطاء وجدول التسليم المحدد في قائمة المتطلبات [أدخل وصفاً ملخصاً للسلع والخدمات ذات العلاقة]؛

ب- نحن نستثنى نفاذ عطاءنا طوال الفترة المحددة في الفقرة (د) أدناه هو: [أدخل السعر الإجمالي بالأحرف والأرقام]؛

- [أدخل تاريخ تسليم العطاء (اليوم/ الشهر/ السنة)]
- [أدخل رقم العطاء]

- [أدخل رقم التعرف إذا كان هذا عطاء بديلاً]
- [أدخل اسم المشتري الكامل]
e- Our Bid shall be valid throughout the period of time specified in sub-Para 20-1/Instructions to Bidders from the Bid deadline as specified in sub-Para 24-1/Instructions to Bidders; it remains binding to us and is accepted any time prior to the expiry of validity period.

f- We pledge, in the event our Bid is accepted, to submit a good performance guarantee as per article 44/Instructions to Bidders and 18/General Conditions of the Contract, as well as signing the Contract as per article 43 and according to the timings stipulated in the Bid Data Sheet. Otherwise, we shall undertake all legal actions taken against us, to include confiscation of the Bid guarantee by us and charging us with the price difference resulting from awarding the tender to another bidder.

g- We, including the subcontractors or suppliers of any part of the Contract, holding the citizenship of eligible countries (insert the Bidder’s citizenship as well as the citizenship of all parties involved in the offer, in the event of JV Bidder) and the citizenship of each subcontractor supplier.

h- We have no conflict of interests as per sub-Para 4-2/Instructions to Bidders,

i- Our company or any of its subsidiaries or affiliates, to include subcontractors or suppliers for any part of this Contract, had never been deemed eligible according to the Law of Iraq and the official provisions and our activities have not been suspended or being included in the black list by the Ministry of Planning as per Para 4-3/Instructions to Bidders;

k- We realize that the Bid and the letter of award attached to your written consent constitute a binding contract between us until setting up and signing the formal contract,

l- We realize that you are not obliged to accept the lowest price bid or any other bid you receive.

Signature: [Insert signature and title of the mentioned person]
<p>| In its capacity: [Insert official capacity of the delivery form signatory] | مخول حسب الأصول بتوقّع العطاء بالنيابة عن: [أدخل اسم مقدم العطاء كاملاً] |
| Name: [Insert full name of the person to sign the Bid’s submission form] | |
| Duly authorized to sign the Bid on behalf of: [Insert full name of Bidder] | تم التوقيع في: اليوم ______ الشهر ______ السنة ______ (أدخل تاريخ التوقيع) |
| Signed on ___ Day Month Year | |</p>
<table>
<thead>
<tr>
<th><strong>Schedule Form of Prices</strong></th>
<th><strong>جدول الأسعار</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td>The bidder has to fill the schedule form of prices according to</td>
<td>على تقديم العطاء أن يملأ نموذج جدول الأسعار وفق التعليمات</td>
</tr>
<tr>
<td>the instructions written hereunder, and the items list in the</td>
<td>المدونة في أدناه، لائحة البنود في العمود الأول من جدول الأسعار</td>
</tr>
<tr>
<td>first column of the schedule of prices must conform to the list</td>
<td>يجب أن يتطابق مع لائحة السلع والخدمات المتمصلة بها المحددة من</td>
</tr>
<tr>
<td>of commodities and related services and specified by the buyer</td>
<td>المشتري في جدول المطلبات.</td>
</tr>
<tr>
<td>in the schedule of requirements.</td>
<td></td>
</tr>
</tbody>
</table>
### Bill of Quantities

<table>
<thead>
<tr>
<th>Date:</th>
<th>Competitive Bid No:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Alternative No:</td>
</tr>
<tr>
<td></td>
<td>Page from __________ to __________</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Origin Country</th>
<th>Total Price of each Item</th>
<th>Unit Price CIP delivered to warehouses</th>
<th>Commodities Description</th>
<th>Item No.</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Item No.</th>
<th>CIP Mdoc STORES</th>
<th>Total Price: Goods</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Note:**
- **INCO TERM:** CIP, FOB, C&F, CIF.
- **INCOTERM:** defines the interpretation of various trade terms used in international trade, with FOB being one of the most common terms, indicating the seller's responsibility to load the goods onto the ship at the named port, and CIF indicating the seller's responsibility to get the goods to the port of destination and provide the buyer with insurance and transport documents.
**Schedule of Quantities and Completion – Services related to the Contract**

<table>
<thead>
<tr>
<th>Date:</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Competitive Bid No:</td>
<td></td>
</tr>
<tr>
<td>Alternative No:</td>
<td></td>
</tr>
<tr>
<td>Page from ___________ to ___________</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>1</th>
<th>2</th>
<th>3</th>
<th>4</th>
<th>5</th>
<th>6</th>
<th>7</th>
</tr>
</thead>
<tbody>
<tr>
<td>رقم الخدمة</td>
<td>وصف الخدمة</td>
<td>بلد المنشأ</td>
<td>تاريخ التسليم في مكان التوجه النهائي</td>
<td>الكميات والوحدة</td>
<td>سعر الوحدة</td>
<td>الإجمالي للخدمة</td>
</tr>
<tr>
<td>Service No.</td>
<td>Description of Service</td>
<td>Country of Origin</td>
<td>Date of Delivery in the Final Destination</td>
<td>Quantities &amp; Unit</td>
<td>Unit Price</td>
<td>Total Price of Service</td>
</tr>
<tr>
<td>[Insert service no.]</td>
<td>[Insert name of service]</td>
<td>[Insert name of origin of service]</td>
<td>[Insert date &amp; place of final delivery for each service]</td>
<td>[Insert numbers of units which will be provided &amp; names of units]</td>
<td>[Insert unit price of each item in figure &amp; writing]</td>
<td>[Insert total price of each item in figure and writing]</td>
</tr>
</tbody>
</table>

**Total Price: Associated Services**

**Total Price of Service**

**السعار الإجمالي للخدمة**

**النظام الإجمالي لكل وحدة**

**Total Price of Service**

**Total Price: Associated Services**

**توقيع مقدم العطاء: [توقيع الشخص الذي يوقع على العطاء]**

**النظام الإجمالي لكل وحدة**

**النظام الإجمالي لكل وحدة**

**توقيع مقدم العطاء: [أدخل اسم مقدم العطاء كاملاً]**

**التاريخ: [أدخل التاريخ]**

**التاريخ:**

**رقم العطاء التنافسي:**

**الرقم البديل:**

**رقم الصفحة:**
Bid Guarantee Form (Bank Guarantee)

[The bank fills this bank guarantee form according to the instructions aforementioned between the brackets.]

[Insert the Name of the Bank, Address of the Branch or the Issuing Bureau]

Beneficiary: [Insert the name and address of the Buyer]

Date: [Insert Date]

Bid Guarantee No.: [Insert Number]

We were informed that [Insert name of bidder] (hereinafter called "Bidder") has given you his bid dated [Insert Date] (hereinafter called "Bid") to implement [Insert Name of Contract].

Moreover, we are aware, according to your conditions that bids must be supported by a bank guarantee. According to the request by the bidder, we [Insert Name of Bank] are committed according to this document to pay you any amount or amounts that does not exceed in total the amount of [Insert amount in numbers] ((Insert amount in writing)) Iraqi Dinar once we receive from you the first written request accompanied by a written affidavit stating that the bidder has violated his obligation (obligations) under the conditions of the bid, because the bidder

(A) Has withdrew his bid during the validity period of the bid specified in the bid form, or

(B) Informing him that his bid was accepted by the buyer during the validity period of the bid: (1) Failing or refusing to implement the contract form, if required, or

(2) Failing or refusing to submit a good performance guarantee according to the instructions to bidders.

The validity period of this bid guarantee ends:

A) If the bidder was awarded the bid, once we receive the contract copies signed by the bidder and good performance guarantee issued to you by the bidder, or

B) If the bid was not awarded to the bidder, if preceded by:

(1) Our receipt of a copy of your notification to the bidder that the bid was not awarded, or

(2) After twenty eight days from the completion of validity period of the bidder's bid.

Therefore, any request to pay under this guarantee must be received by us in the bureau at that date or before it. This guarantee is subject to the unified laws of the guarantees request, issued according to the Iraqi Law.

[Signature (signatures) representative (representatives) authorized (authorized)]
Authorization of the Manufacturing Party

The bidder has to request from the manufacturing party to fill this form according to the specified instructions. This letter of authorization shall be on paper with a logo of the manufacturing party and signed by the person authorized to sign the required documents for the factory, and the bidder shall enclose them in his bid if referred to in the bid data sheet.

Date (Insert the date, day/month/year to submit the bid)

No. of general tender (Insert number of tender)

Alternate No. (Insert identification number if the bid was for an alternate person)

To (Insert name of buyer) Where

We (Insert full name of factory), the official manufacturers of (Insert type of the manufactured material), own the plants located on (Insert full address of plants owned by the manufacturing party), we authorize (Insert full name of bidder) to submit his bid which includes supplying of commodities listed later on and manufactured by us (insert name of commodity with a brief description), we authorize him to negotiate and sign the contract.

Hereby, we submit this complete guarantee and undertaking according to the provisions of Para (27) of the general conditions of the contract for commodities offered by the bidder.

Signature (Insert signatures of the authorized representative personnel for the manufacturing party)

Name (Names of authorized representatives of the manufacturing party) Position (Insert position)

Duly authorized to sign this authorization on behalf of (Insert full name of the bidder) Signature

(Date (Day/Month/Year)
Section Five: Eligible Countries

Eligibility to provide commodities or execute the works or services in the contracts financed by the buyer:

1. The buyer has the right to allow organizations and personnel of all countries to supply commodities or execute the works or offer services to the projects financed by the Iraqi government, and as an exception, it prevents organizations in countries or the commodities manufactured in the countries from participating in tenders in the following cases:

A- legislations or prevailing regulations prohibit the employer's country from establishing commercial relations with that country, provided, the buyer is convinced that such prohibition will not prevent achieving fruitful competition to supply the commodities or execute the works.

B- In response to the decision issued by the United Nations / Security Council under chapter seven of the constitution of the United Nations which prohibit the country of the buyer from contracting to import any commodities or pay any amounts to the country of the bidder.

2. For the review of the bidders thereon, we include the commodities, services and organizations that are prohibited from participating in this tender according to the mentioned instructions

a) Regarding Para 1-(A) above

Israel

b) Regarding Para 1-(B) above.
All countries falling under article VII

The official website of Iraqi Ministry of Trade
www.mot.gov.iq
The official website of Iraqi Ministry of Foreign Affairs
www.mofa.gov.iq
The official website of Iraqi Ministry of Ministry of Planning
www.mop.gov.iq
Part Two
Requirements of Supplying for
The Contracts of Supply commodities
### Section Six: Schedule of Requirements for The Contracts of Supplying Commodities

<table>
<thead>
<tr>
<th>Contents</th>
</tr>
</thead>
<tbody>
<tr>
<td>1- List of Commodities and Schedule of Delivery</td>
</tr>
<tr>
<td>2- List of Services Related to the Commodities and Schedule of Completion</td>
</tr>
<tr>
<td>3- Technical Specifications</td>
</tr>
<tr>
<td>4- Drawings</td>
</tr>
<tr>
<td>5- Test and Engineering Inspection</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>المحتويات</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. قائمة السلع وجدول التسليم</td>
</tr>
<tr>
<td>2. قائمة الخدمات المتصلة بالسلع وجدول الإكتمال</td>
</tr>
<tr>
<td>3. المواصفات الفنية</td>
</tr>
<tr>
<td>4. المخططات</td>
</tr>
<tr>
<td>5. الاختبار والفحص الهندسي</td>
</tr>
</tbody>
</table>
Notes about Preparing the Schedule of Requirement

The buyer includes the schedule of requirements in the bid documents, and each one has to cover in minimum a description of commodities and services that will be provided in addition to the schedule of the delivery.

The objective of the schedule of requirements is to provide sufficient information that enables the bidders to prepare their bids accurately and effectively, especially the schedule of prices which there is a special form for it in section four.

In addition to that, the schedule of requirements and the schedule of prices must be essential in case there are differences in quantities upon awarding the contract according to Para (41) of the instructions to bidders.

The timings and date of supplying the commodities must be specified accurately, and taking into consideration:

a. The rules of delivery conditions specified in the instructions to bidders according to INCOTERMS rules (rules of FCA, FOB, CIP, CIF, EXW) which specifies the methods of delivering the commodities to the carrier.

b. The date specified in the documents regarding the obligations of the buyer as much as it concerns (issuing the letter of acceptance "letter of award", signing the contract, opening and affixing the letters of credits).

Mلاحظات حول أعداد جدول الممتثلبات

يضم المشتري جدول الممتثلبات في وثائق القطع، يجب أن تغطي كحد أدنى وصفا للسلع والخدمات التي سيتم تزويدها بالإضافة إلى جدول التسليم.

إن هدف جدول الممتثلبات هو توفير معلومات كافية تمكن مقدمي العطاء من إعداد عطاءاتهم بشكل دقيق وفعال، وخاصة جدول الأسعار، الذي يوجد له نموذج خاص في القسم الرابع.

بالإضافة إلى ذلك، يجب أن يكون جدول الممتثلبات وجدول الأسعار أساسيان في حالة وجود فروق في الكميات عند إرسال العطاء وفقا للفترة 41 من التعليمات لمقدمي العطاء.

يجب أن تكون توقيتات وفترة تجهيز السلع محددة بصورة دقيقة مع الأخذ بنظر الاعتبار:

أ. القواعد الخاصة بشروط التسليم المحددة في التعليمات لمقدمي العطاءات وفقا لقواعد الالتمام (قواعد FCA, FOB, CIP, CIF, EXW) والتي تحدد طرق تسليم السلع إلى الناقل.

ب. التاريخ المحدد في الوثائق إزاء التزامات المشتري قد تتعلق الأمر بإصدار كتاب الفحص (كتاب الإحالة) توقيع العقد، فتح وثبيت الاعتمادات المستندية.)
### List of Commodities and Schedule of Delivery

<table>
<thead>
<tr>
<th>Item No</th>
<th>Description of Commodities</th>
<th>Qty</th>
<th>Unit</th>
<th>Place of Final Delivery</th>
<th>Date of Earliest Date of Delive</th>
<th>Date of Final Date of Delivery</th>
<th>Date of Delivery proposed by the bidder [Filled by the bidder]</th>
</tr>
</thead>
<tbody>
<tr>
<td>A</td>
<td>Supply &amp; Installation &amp; Operation of OIL SPILL MONITORING SYSTEM in River</td>
<td>Na</td>
<td>CIP MdOC Stores</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

[The buyer has to fill this schedule (from column "A" to column "G"), while the bidder fills column (D)]
2- List of Services Related to the Commodities and Schedule of Completion (Not Applicable)

[The buyer has to fill this schedule, and the required dates of completion must be real and conform to the dates of delivering the commodities]

<table>
<thead>
<tr>
<th>No.</th>
<th>Description of Service</th>
<th>Qty. (^1)</th>
<th>Unit</th>
<th>The Place in which the services</th>
<th>Date (dates) of completion</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>[Insert service no.]</td>
<td>[Insert description of the related services]</td>
<td>[Insert quantities of items wanted to be supplied]</td>
<td>[Insert name of place]</td>
<td>[Insert required date of completion]</td>
</tr>
</tbody>
</table>

\(^1\) If applicable.
### 3- Technical Specifications

<table>
<thead>
<tr>
<th>االمواصفات الفنية</th>
<th>إن الحدف من المواصفات الفنية هو تحديد الخصائص التقنية للسلع والخدمات المنحلة بها التي يتطلبها المشتري. على المشتري أن يعد قائمة مفصلة المواصفات الفنية لهذا بعين الاعتبار ما يأتي:</th>
</tr>
</thead>
<tbody>
<tr>
<td>• The technical specifications consist of clear indications through which the Buyer may determine whether the technical specifications provided in the Bid conform to the specifications required, and thus it may submit the Bid. Therefore, the well set technical specifications facilitate the process of setting up Bids that meet the specifications of Bidder, in addition to checking, evaluating and comparing the same by the Bids Analysis Committee.</td>
<td></td>
</tr>
<tr>
<td>• The specifications require that all commodities and materials used in commodities shall be brand new, state-of-the-art and involve all developments in design and materials, unless the Contract states otherwise.</td>
<td></td>
</tr>
<tr>
<td>• The technical specifications shall make use of the best pervious practice. Samples of specifications used in successful similar Bids in the same country or sector may provide solid ground in establishing the technical specifications.</td>
<td></td>
</tr>
<tr>
<td>• The Buyer requires using the metric system in specifying the units in the Bid.</td>
<td></td>
</tr>
<tr>
<td>• To establish fixed standards for the technical specifications may be very useful. This depends on the degree of sophistication and recurrence of this type of supply processes. The technical specifications shall be comprehensive to avoid restriction of manufacture, materials or equipments often used in the manufacture of similar commodities.</td>
<td></td>
</tr>
<tr>
<td>• The standards fixed for equipments, materials and manufacture in the Bidding documents shall not be restricted. The international specifications adopted shall be set whenever possible. Also, shall be avoided as much as possible any indication to the trade names, figures, illustrations or any other details determining the materials and items required in those produced from a certain factory. If this is not possible, the</td>
<td></td>
</tr>
</tbody>
</table>
descriptions of such items shall be followed by the phrase (or similar to max. extent).

- The technical specifications shall demonstrate all the requirements in the following points, for example but not limited to:
  A - Standards of materials and manufacture required for the production and manufacture of such materials.
  b- Details of tests required (type and number).

c- Any additional work and/or related services required to achieve delivery/completion on the best way.

d- Details of activities to be performed by the supplier and the nature of Buyer’s participation therein.

e- List of the details of guarantees covered by the commodities warrantee Liquidated Damage to be applied if the guarantees are not realized.

The specifications shall describe all the technical and performance requirements and characteristics, to include the higher and lower values guaranteed and accepted, as applicable. The Buyer shall, if necessary, add a special form (to be attached to the Bid Submission Form) in which the Bidder shall state detailed information on such performance characteristics against such guaranteed and accepted values.

When the Buyer requires the Bidder to state in its Bid all or some of these technical specifications, technical tables or other technical information, then it shall specify in details the extent and nature of information required and the method in which these should be provided by the Bidder in the Bid.

The Buyer shall enter the information in the following table, if it is presumed that it should provide a technical specifications summary. The Bidder shall provide similar table to clarify how they conform to the required specifications.
<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>QTY</th>
<th>Included</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td><strong>OIL SPILL MONITORING SYSTEM</strong></td>
<td>2</td>
<td>included</td>
</tr>
<tr>
<td></td>
<td>- Automated Optical Non-Contact Detector – Wet or Dry Surfaces</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>- Solid State Electronics and Optics</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>- NEMA 4X IP66 Stainless Steel Weatherproof Housing</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>- Sensor Excites and Detects Fluorescence Indicative of Oil</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>- Automated Detection Sequence every 30 sec. – 99 min. (user selectable)</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>- 24/7/365 Operation -- All Weather, Night or Daylight</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>- Corner Tabs (4) for attaching sensor enclosure</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>- Approximate Dimensions (D x W x H): 8¼” x 12¼” x 15½”</td>
<td>21cm x 31cm x 39cm</td>
<td></td>
</tr>
<tr>
<td></td>
<td>- Approximate Weight: 30 lbs / 13 kg</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>- External Ports: Power Input &amp; Signal I/O</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>- Input Power: 12VDC Only - see Item 4 below (for AC Power Option – Contact Factory)</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>- Alarm Signal and Communications Inputs/Outputs</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>- Equipment Status Relay (SPDT) &amp; Oil Detection Relay (DPDT)</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>- USB / RS232 / RS485 Serial Communication for Setup/Maintenance &amp; Data I/O</td>
<td>2</td>
<td></td>
</tr>
<tr>
<td></td>
<td>- USB / RS232 / RS485 Serial Communication for Setup/Maintenance &amp; Data I/O</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>LOCAL STATUS / ALARM INDICATORS</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>- Integral Indicator Lights – System Status (Green) &amp; Oil Detection (Red)</td>
<td>2</td>
<td>included</td>
</tr>
<tr>
<td></td>
<td>- Rated for Class 1 Division 2 Hazardous Installation</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>PROTECTIVE ROOF COVER</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>- Stainless Steel Protective Instrument Roof for Added Weather &amp; Sun Protection</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
| 4 | **Solar Power:**-  
  a-DC-TO-DC VOLTAGE CONVERTER  
  b-SOLAR DC POWER SOURCE UNIT (PSU) in IP66 Rated Stainless Steel Housing:-  
  -Solar Panels, Power Management Unit, Battery & Interconnect Cabling  
  -Provides Continuous power for slick sleuth system  
  -Provides Continuous Power for slick sleuth Remote Telemetry Unit (RTU). |
|---|---|
| 5 | **GSM/GPRS WIRELESS DATA COMMUNICATION**  
  - slick sleuth Compatible GSM / GPRS Cellular Modem  
  -Includes Antenna & Interconnect Cabling (Modem Housed together w/ PSU)  
  -Real Time Detection Alert Sent Direct to Mobile Phone(s) via SMS (up to 5 phones )  
  - Daily Data and Alarm History Uploaded Automatically to a User-Specified FTP Site  
  -User Interface to FTP Site (GUI, Data/Alarm Monitoring, Data/Alarm Download and Archive, et.al.)  
  -Customer Responsible for SIM Cards, Cellular Data Service & Internet Connection  
  -Customer Responsible for SIM Cards, Cellular Data Service & Internet Connection |
| 6 | **Central Station:**  
  Desk Top Computer, Complete with Window 7 or any other new Windows Version, Microsoft Office, Antivirus Software. Of specifications Not less than :  
  -CPU 2.00 GHz Processor, 1 Terra Byte external HD, 8 GB Ram, R/W CD/DVD, WLAN.  
  جهاز حاسوب المحطة المركزية  
  Analysis and Reporting Software. |
| 7 | Training for ten days in Iraq/ ahdab oil field for four persons. |
| 8 | |
| 9 | **RECOMMENDED SPARE PARTS (3 years):**  
  - SLICK SLEUTH XENON FLASH LAMP  
  - SLICK SLEUTH DESICCANT PACKS |
| 10 | **Instillation and operation works in ahdab oil field** |
| 11 | **WARRANTY**  
  standard Warranty is 1-Year |
3- Drawings
المخططات

Bid documents [Insert "include" or "does not include"] drawings.

[Insert the following list of drawings if these documents will be included]

<table>
<thead>
<tr>
<th>No. of Plan</th>
<th>Name of Plane</th>
<th>Purpose</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
5- Test and Engineering Inspection

The following tests and engineering inspections will be conducted: [accepting the materials or not depends on the laboratories' tests in the certified laboratories of the Ministry of Oil.]

<table>
<thead>
<tr>
<th>List of Tests and Engineering Inspections</th>
</tr>
</thead>
<tbody>
<tr>
<td>Item No.</td>
</tr>
<tr>
<td>---</td>
</tr>
<tr>
<td>1</td>
</tr>
<tr>
<td>2</td>
</tr>
<tr>
<td>(A) The second party shall submit a plan for the inspection of the materials to be ratified by the first Party and then to be complied with by the third party inspector (and before the third party inspector begins his work).</td>
</tr>
<tr>
<td>B - The location and time of the inspection performed by the third party inspector shall be determined within the inspection plan prepared by the supplier.</td>
</tr>
</tbody>
</table>
Section Seven: General Conditions of the Contract of Supply

1. Definitions
2. Contract Documents
3. Corruptions and Fraud
4. Interpretation
5. Language
6. Joint Venture or Group of Companies or Organizations
7. Qualification
8. Notification Memos
9. Governing Law
10. Settlement of Disputes
11. Audit and Review by the Buyer
12. Scope of Supply
13. Delivery and Documents
14. Supplier’s Responsibilities
15. Contract Price
16. Terms of Payment
17. Taxes and Fees
18. Good Performance Guarantee
19. Copy rights
20. Confidential Information
21. Subcontracts
22. Specifications and Standards
23. Packaging and Documents
24. Insurance
25. Transportation
26. Test and Engineering Inspection
27. Delay Penalties
28. Manufacturer’s Guarantee
29. Indemnification for Patents
30. Limits of Liability
31. Change in Laws and Regulations
32. Force Majeure
33. Change in Orders and Amendment to Contract
34. Extension of Term
35. Work Withdrawal
36. Waiver
37. Restrictions on Exports
Section Seven: General Conditions of the Contract

1- Definitions

1-1 The following words and expressions shall have the meanings stated next to each:

a- "Contract" means the agreement entered into by the Parties (Buyer and Supplier), in addition to the Contract Documents, to include all annexes and supplements thereto and any other documents referred to herein.

b- "Contract Documents" means the documents stated in the Contract Agreement, as amended.

c- "Contract Price" means the amount to be paid to the supplier as stated in the Contract, liable to increase, decrease and revision according to the terms of Contract.

d- "Day" means the day in Gregorian calendar.

e- "Completion" means completion by the Supplier of the services related to the Contract in accordance with the terms and conditions stated in the Contract.

f- "Commodities" means the Commodities, raw materials, machines, equipment and/or other materials that should be provided by the Supplier to the Buyer under the Contract.

g- "Buyer's Country" means the country specified in the Special Conditions of the Contract.

h- "Buyer" means the (Ministry/Department) purchasing the Commodities and Related Services, as stated in the Special Conditions of the Contract.

i- "Related Services" means the services associated with the supply of Commodities, such as insurance, installation, training, primary maintenance and other obligations of the Supplier under the Contract.

j- "Subcontractor" means any natural personality or any public of private organization, or combination thereof, which contracts with the Supplier on the supply of part of the Commodities ordered or execution any part of their Related Services.

k- "Supplier" means any natural personality or any public of private organization, or combination thereof, which Bid is approved by the Buyer and is

1. التعريفات

1.1. الكلمات والمصطلحات الأليئة ستكون لها المعاني المدرجة أعلاه:

(أ) "العقد" يعني الاتفاقية المبرمة بين الطرفين (المشتري والمجهز)، بالإضافة إلى وثائق العقد، بما فيها جميع الوثائق الملحة والمتممة، وأي وثائق أخرى المشار إليها.

(ب) "وثائق العقد" تعني الوثائق المدرجة في اتفاقية العقد، بما في ذلك التعديلات.

(ج) "سعر العقد" تعني المبلغ الذي يدفع للمجهز والمحدد في العقد، وهو قابل للزيادة أو النقصان أو التعديل بحسب بنود العقد.

(د) "اليوم" يعني يومًا في التقويم الميلادي.

(ه) "الأعمال" معبأة استكمال المجهز للخدمات المضمنة بالعقد بما يتوافق مع الشروط والبنود المدرجة في العقد.

(و) "السلع" تعني البضائع والمواد الخام والآليات والمعدات و/أو المواد الأخرى التي يجب على المجهز أن يؤمنها للمشتري بموجب العقد.

(ز) "دولة المشتري" تعني الدولة المحددة في الشروط الخاصة بالعقد.

(ح) "المشتري" تعني (الوزارة/الدائرة) المشرفة للسلع والخدمات المضمنة بها، كما هي مبينة في الشروط الخاصة بالعقد.

(ط) "الخدمات المضمنة" تعني الخدمات المضمنة لجهيز السلع، مثل التأمين والتدريب والصيانة المبدئية وغيرها من التزامات المجهز بموجب العقد.

(ي) "المقاول الثانوي" تعني أي شخص طبيعي، أو أي مؤسسة حكومية أو خاصة، أو خليط من الاثنين، يقوم بالتعاقد مع المجهز لتامين جزء من السلع المطلوبة أو تنفيذ أي جزء من الخدمات المضمنة بها.

(ك) "المجهز" هو أي شخص طبيعي، أو أية مؤسسة حكومية أو خاصة، أو خليط من الاثنين، الذي تم التوافقة على عطائه من المشتري وتم تسمينه في العقد.

(ل) "موقع التسليم" هو المكان المذكور في الشروط الخاصة بالعقد.
2- Contract Documents

2-1 All the documents constituting the Contract and all parts thereof, as per their order in the Contract are interconnected and integrated and construe each other. The Contract shall be read as a whole.

3- Corruptions and Fraud

If the Buyer is fully convinced that the Supplier is involved in any fraudulent, corrupt, collusive, coercive or obstructive practice during the competition procedure or Contract execution, the Buyer shall have the right, 14 days after giving a notice thereof to the Supplier, to suspend the Supplier’s work and cancel the Contract. The provisions of 35-1 shall be applied.

3-1 The Buyer (Ministry/Department) shall require the Bidders, Suppliers, Contractors or Advisors to adhere to the higher standards of business ethics during the period of supply and contract execution. In order to achieve this policy, the Buyer:

a- Defines, for the purpose of these provisions, the below stated terms, as follows:
1) “Corrupt Practice” means offering, giving, receiving or soliciting, directly or indirectly, anything of value to influence the actions of a public official throughout the outsourcing process or contract execution.

2) “Fraudulent Practice” means any misrepresentation or omission of any fact in view to influence the outsourcing process or contract execution.

3) “Collusive Practice” means any scheme or arrangement between two or more Bidders, with or without knowledge of the Buyer, in view to establish artificial and noncompetitive prices.

4) “Coercive Practice” means harming or threatening to harm, directly or indirectly, the persons or their properties to influence their participation in the outsourcing processes or influence the contract.

named in the Contract.

I-“Point of Delivery” is the place mentioned in the Special Conditions of the Contract.

2- وثائق العقد

2-1 أن جميع الوثائق المكونة للعقد. (وجميع أجزاءها) بحسب ترتيبها في العقد مترازبة ومكتملة وبсер بعضها البعض، وتم قراءة العقد كوحدة متكاملة.

3. الفساد والاختيال

إذا توصل المشتري إلى قناعة نامة بقيام المجهز بائي من ممارسات الاحتيال أو الفساد أو التواطؤ أو الفيبر أو الأعذبة خلال اجراءات التنافس أو تنفيذ العقد، فلمشتري الحق وبعد (14) يوماً من توجيهه أذار بذلك إلى المجهز إيقاف عمل المجهز وإلغاء العقد ويتضمن احكام المادة (35) الفقرة (3-1) منها.

(أ) يعترف لغرض هذه الأحكام المصطلحات المدرجة في أدناه، كما يأتي:

1. "ممارسة فاسدة" تعني عرض أو إعطاء أو إصدار أي شيء ذي قيمة سواء بشكل مباشر أو غير مباشر تتأثر على عمل مصري عام، في عملية التجوز أو في تنفيذ العقد.

2. "ممارسة احتيالية" تعني تشهير الحقائق أو إخفاؤها تتأثر على عملية التجوز أو تنفيذ العقد.

3. "عذبة ذات يد واحدة" تعني إيهامات وتبني بين شيئين أو أكثر من مقدمي المجهزة، سواء بصل من المشتري أو دون علمه، بهدف تقديم أسعار عطاء على مستويات زائدة وغير تنافسية.

4. "ممارسات مهنية" تعني إيهامات أو التهديد بإبادة أشخاص أو ممتلكاتهم، بشكل مباشر أو غير مباشر، للتأثير على مشاركتهم في عملية التجوز أو التأثير على تنفيذ عقد.

5. ممارسات الأعذبة.
5) “Obstructive Practice”:

First: To intentionally destroy, falsify, distort or conceal investigation-required substantial documents or give false testimony to investigators to obstruct the investigation procedures in any of the abovementioned practices through threatening, provoking or intimidating any Party and prevent it from giving any investigation-related information.

Second: Also means the practices that obstruct the buyer’s practicing its right of auditing and revision, as per 11/Inspection and Auditing by the Bank.

3-2- Shall be dismissed from work any employee of the Supplier if it is proved that it is involved in any corrupt, fraudulent, collusive, coercive or obstructive practice during the procedures of contracting on purchasing the Commodities.

4- Interpretation

4-1 If required by the context, singular may refer to plural and vice-versa.

4-2a-Unless there’s contradiction with any conditions in the Contract, the construction of commercial terms and rights and obligations of the Contract Parties shall as specified in the INCOTERMS.

b- CFR, FCA, CIP, EXW and other similar abbreviations, when used, shall be subject to the rules referred to in the applicable version of INCOTERMS as referred to in the Special Conditions of the Contract issued by the International Chamber of Commerce, Paris.

4-3 Entire Agreement:
The Contract consists of the entire agreement between the Buyer and the Supplier, all correspondences, negotiations and agreements (whether oral or written) made between the Parties before the date of signing the Contract shall be void.

4-4 Amendment
Any change or amendment to the Contract shall have no legal effect unless it is in writing, dated and refers to the Contract specifically. Also, it shall be signed by a duly authorized representative of each Party.

أولاً وتعني الالتفاف أو التزيف أو التغري أو الإخفاء المتعمد للوثائق
الشتوية الخاصة بالتحقيق أو اعطاء افادات كاذبة للمحققين لاعادة
إجراءات التحقيق في أي من هذه الممارسات المذكورة اناها من خلال
التهديد أو التحرش أو التحريض أي طرف من منع تم تدخل معلومات وثيقة
الصلة في التحقيق.

ثانياً. كذلك تعني الافعال التي تعور ممارسة المشتري لحقه في
التفتيش وممارسة الراقبة المنصوص عليها بالمادة (11) الفحص و
التفتيش من المصرفي.

2-3- يطرد من العمل أي من موظفي الجهاز في حالة بث
تورطهم في أي من ممارسات الفساد أو الاحتيال أو التوافقعه أو الفهر أو
الاعتداء، أثناء إجراءات التعاقد لشراء السلع.

4- التفسير

1-4 إذا تطلب السياق ذلك قد تعني الصياغة المفروضة الجمع والعكس
صحيح.

4-2- (ا) مالم يوجد تضارب مع اية شروط في الفعل فإن تفسير
المصطلحات التجارية والحقوق والالتزام لاطراف العقد تكون
بموجب متاخمه الإ налогов.

(ب) المصطلحات CFR,FCA,CIP, EXW والأخرى مماثلة ستكون
خاضعة عند استعمالها للقواعد المشار إليها في النسخة المعمول بها
من الاكترون المشرب mnie في الشروط الخاصة بالعقد والصادرة عن
قبل غرفة التجارة العالمية في باريس.

3-4 كامل الاتفاقية:
يكون العقد من كامل الاتفاقية بين المشتري المجته، وبتطل جميع
الممارسات والمواضيع والاتفاقيات (سواء الشفهية أو خطية) التي
تمت بين الطرفين قبل تاريخ العقد.

4-4 التعديل:
(أ) يتعين أو تعديل على العقد لم يكون ذا قيمة قانونية إلا إذا كان
مكتوب، وينبغي تاريخه ويبرر إلى العقد محدد، كما يجب أن
يكون موقعًا من ممثل محل حسب الأصول من كلا الطرفين.

(ب) يعفي البند (4-4) من الشروط العامة للعقد ، لن يؤثر أو
يحدد أو يخفف أي تأخير أو ترقي أو إمكاني من لأي من الطرفين في
4-5 No Assignment
a- According to 4-5-b/General Conditions of the Contract, any delay, lingerer or grace from any Party in the application of any if the Contract terms and conditions or complying with time shall not have effect on any of the other Party’s rights stated in the Contract. Also, any waiver by any Party of any breach of the Contract shall not constitute a waiver of any thereafter breach (es) of the Contract.

b- Any assignment by any Party of rights, powers or right recovery under the Contract shall be in writing, dated and signed by authorized representative of the assigning Party. Also, the right and the extent of assignment shall be specified.

4-6 Contract Conditions Validity
If any provision or condition of the Contract is found to be legally prohibited, invalid or inapplicable, such prohibition, invalidity or inapplicability shall not affect the validity or applicability of any other provision or condition of the Contract.

5- Language
5-1 The Contract, and all its related correspondences and documents exchanged between the Buyer and the Supplier, shall be written in the language specified in the Special Conditions of the Contract. The supporting documents and printed matters that are considered part of the Contract can be in another language, provided that these shall be accompanied with a true translation into the specified language; such translation shall be adopted for the purpose of Contract construction.

5-2 The Supplier shall be charged with all the expenses of translating any documents it submits into the approved language and shall be responsible for the accurate translation of the documents provided by the importer.

6- Joint Venture of Group of Companies or Organizations
6-1 If the Supplier is a joint venture or a group of companies or organizations, all Parties shall be considered jointly and severally liable to the Buyer for the execution of the provisions of the contract and the shall appoint one Party of them to act as authorized head to enter into obligations on behalf of the joint venture of the group of companies of organization. The JV or the group of companies or organization may not be

تطبيق أي من بنود أو شروط العقد أو الالتزام في الوقت على أي من حقوق الطرف الآخر الباقية في العقد، كذلك، لا يمثل أي تنازل من أي من الطرفين عن أي خرق في العقد تنازل عن خرق لاحق أو خروق لاحقة للعقد.

(ب) أي تنازل من أي من الطرفين عن حقوق أو سلطات أو استرداد حق بمنح العقد يجب أن يتم خطيا، وأن يكون مؤرخا ومؤكد من ممثل ممثل من الطرف المتنازل، كما يجب تحديد الحق وإلى أي مدى تم التنازل عنه.

6-4 نفذ شروط العقد
إذا تبين أن أحد أحكام أو شروط العقد ممنوعة أو باطلة أو غير قابلة للتطبيق فانها، فإن هذا المنع أو البطلان، أو عدم القوة على التطبيق لن يؤثر على شرعية أو تطبيق أي من الأحكام والشروط الأخرى في العقد.

لغة
1-7 يجب أن يكتب العقد ومجموع المراسلات والمستندات الممتصلة بها المبادلة بين المشترى والمشترطة باللغة المحددة في الشروط الخاصة بالعقد. الوثائق المسندة والمطبوعات التي تعتبر جزءا من العقد يمكن أن تكون بلغة أخرى على أن تكون مرفقة بترجمة باللغة الأصل باللغة المحددة، ولغات تفسير العقد تعتمد هذه الترجمة.

المشروط المشترك، مجموعة شركات أو مؤسسات
6-1 إذا كان المشروع مشتركا أو مجموعة شركات في مؤسسات، يعتبر جميع الأطراف، مسؤولين مسؤولية مشتركة وضمانية أمام المشروع. العقد وعن تنفيذ أحكام العقد وعليهم أن يكونوا شراً واحدا من بينهم لعمل كرسي مختار للدخل بالالتزامات ببنية المشروع المشترك أو مجموعة الشركات أو المؤسسات. ولا يوجد تغيير تركيبية أو تشكيلة أي من المشروع المشترك أو مجموعة الشركات أو المؤسسات دون موافقة المشترى الكتابية المسبقة.

التاليف
1-7 يجب أن يكون المجزى ومقاوله القانوني من جنسية الدولة المؤهلة، يعتبر المجزى أو مقالة الثانوي حاصل على جنسية دولة ما
7- Qualification
7-1 The Supplier and its Subcontractors shall have nationalities of eligible countries. The Supplier or its Subcontractor is considered having nationality of a country if it is a resident therein or s incorporating or holding shares in a company or registered and doing business under the provisions of the laws of such country.
7-2 All Commodities and Related Services to be supplied under the Contract and funded by the Buyer shall be originated from an eligible country. For the purpose of this Clause, the origin means the country in which the Commodities, or the commodities produced from manufacturing, processing or assembling essential components of trade mark that has substantially different characteristics than those of their final product, are agriculture, bred, mined, manufactured or processed.

8- Notification Memos
8-1 Any notice of legal action given by a Party to the other according to the Contract shall be in writing and sent to the address specified in the Special Conditions of the Contract. “In writing” means written with receipt acknowledged.
8-2 The notice shall be deemed valid as of the date of receipt or applicability thereof, whichever is later.

9- Governing Law
9-1 The Contract is governed by and construed according to the applicable law in the Republic of Iraq.

10- Settlement of Disputes
10-1 Amicable Resolution:
The Buyer and the Supplier shall exert every reasonable effort to resolve any dispute to arise between them according or connected to the Contract through direct amicable negotiations.
10-2- Arbitration
Failure by the Parties to resolve the dispute within 28 days after starting the negotiations stated in 10-1, any Party may give the other a notice informing it with its intent to resort to arbitration with respect to the subject of dispute. The arbitration procedure shall not be started before the other Party’s receipt of such notice. It is possible to start arbitration procedures under the Contract before or after the supply of commodities.

أو مشاركاً في شركة أو تم تسجيله ويعمل
بموجب احكام قوانين تلك الدولة.

7-2 يجب أن تكون كافة السلع والخدمات المنصولة بها المطلوب
تجهيزها بموجب العقد و يتم توثيقها من المشترى، من مشأ دولة
وأوئلاً، ولاغراض هذا القسم فإن المشترى يعني الدولة التي فيها زراعأ أو
تربى أو استخراج أو تصنيع أو معاملة السلع فيها أو السلع ذاتها من
تصنيع أو معاملة أو تجميع مكونات أساسية ذات علاقة تجارياً تختلف
في خصائصها بصورة كبيرة عن خصائص المنتج النهائي الناتج عنها.

8- مذكرات التذكير
8-1 أي تبين موجة من أحد الأطراف إلى الآخر استدابة للعقد يجب أن
يكون خطياً ومرسلًا إلى العونان المحدد في الشروط الخاصة بالعقد.
"خطياً" تعني مكتوبًا مع إثبات بالاستلام.
8-2 تعترف المذكرة نافذة من تاريخ استلامها أو من تاريخ رشحها، أيهما
أبعد.

9- القانون الحاكم
9-1 يحكم العقد ويفرض حسب القوانين النافدة في جمهورية العراق.

10- فضح النزاعات
10-1 الحل الرضائي:
على المشترى و الموزع أن يقوم بكل جهد ممكن لحل أي نزاع ينشأ
بينهما بموجب العقد أو فيما يتعلق بالعقد عن طريق المفاوضات الودية
والباشرة.

2- التحكيم:
2-10 إذا فضلطرفتان في التوصل إلى حل خلاف أو النزاع بعد مضي
(28) يومًا من بدء المفاوضات المذكورة في الفقرة (10-1) فبإمكان أي
من الطرفين تقديم اشعار إلى الطرف الآخر يعلمه برغبته باللجوء إلى
التحكيم بقصد موضوع النزاع، ولن تتم مباشرة بإجراءات التحكيم الا
بعد استلام الطرف الآخر تلك الإشعار، ومن الممكن المباشرة
بإجراءات التحكيم بموجب العقد قبل أو بعد تجهيز السلع و يتم اتباع
إجراءات التحكيم بموجب القواعد المنصوص عليها في الشروط الخاصة
بالعقد.

3- التحكيم:
3-10 ان اختيار التحكيم لا يمنع مما يأتي:
. ان يستمر الطرفان في تنفيذ التزاماتهم بموجب العقد إلا إذا اتفقوا على
The arbitration procedures shall be followed according to the rules stipulated in the Special Conditions of the Contract.

10-3 The choice of arbitration does not prevent the following:
a- The Parties to continue fulfillment of their obligations according to the Contract, unless they agree otherwise.
b- The Buyer to make any due payments to the Supplier.

11. Audit and Review by the Buyer

In the Contracts resulting from direct invitation or single offer (monopoly) method, if stipulate in the Bids Data Sheet, the Buyer shall have the right to inspect the Supplier’s office and check and audit its accounts and records, as well as its Subcontractors, so far as it is connected to the contract execution and/or the persons they appoint. Such accounts and records shall be audited by auditors appointed by the Buyer, if required by the Buyer.

12. Scope of Supply

12-1 The Commodities and Related Services shall be according to those specified in the Table of Requirements.

13- Delivery and Documents

13-1- As per 33-1/General Conditions of the Contract, the delivery of commodities and completing the execution of Related Services shall be according to the delivery and completion schedule stated in the Table of Requirements. The Supplier shall provide shipping details and any documents stated in the Special Conditions of the Contract.

14- Supplier’s Responsibilities

14-1 The Supplier shall provide all Commodities and Related Services stated in the Scope of Supply according to 12/General Conditions of the Contract and the Delivery and Completion Schedule and as stated in 13/General Conditions of the Contract.

15- Contract Price

15-1 The amounts earned by the Contract’s Supplier from the Buyer for the Commodities and Related Services shall conform to those specified in its Bid, except for any prices duly amended according to the Special Conditions of the Contract.

11. التدقيق والمراجعة من قبل المشتري

في العقود المبدولة عن الدعوة المباشرة أو إرسال العطاء الواحد (الاحتكار) أو إذا تسد على ذلك في ورقة بيانات العطاء يحق للمشتري إجراء التفتيش عن مكتبات المجهز ومراجعة تدقيق حسابات وسجلاته وكذلك مقابلة الثانويين قد تتعلق الأمر بتنفيذ العقد و/أو الإشخاص الذين يقومون بتعيينهم ويتم تدقيق هذه الحسابات والسجلات من مدققي يتم تعينهم من المشتري إذا طلب ذلك المشتري.

12. نطاق التجهيز

12-1 يجب أن تكون السلع والخدمات المتصلاة بها مطابقة لتلك المحددة في جدول الخدمات.

13. التسليم والوثائق

13-1 بمثابة الفترة (33-1) من الشروط العامة للعقد، يكون تسليم السعر فعليًا تلبية الخدمات المتصلاة بها مطابقة لجدول التسليم والأكمال المذكور في جدول الخدمات. يجب أن يؤمن المجهز تفاصيل الطلب والأية وتائق أخرى بحسب ما هو مبين في الشروط الخاصة للعقد.

14. مسؤوليات المجهز

14-1 يجب على المجهز أن يؤمن السلع والخدمات المتصلاة بها كافة الواردات في نطاق التجهيز بمثابة الفترة 12 من الشروط العامة للعقد وجدول التسليم والأكمال، كما هو محدد في الفترة 13 من الشروط العامة للعقد.

15. سعر العقد

15-1 يجب أن تتوافق المبالغ التي يتقاضاها المجهز في العقد من المشتري مقابل السلع والخدمات المتصلاة بها مع الأسعار المحددة منه في عامله بأسعار اسعار مبدولة أصوليا استناداً للشروط الخاصة بالعقد.

16. شروط الدفع

16-1 سعر العقد، بما في ذلك النفقات المقدمة (إذا كان ذلك ينطبق) يتم دفعها كما هو مبين في الشروط الخاصة بالعقد.

16-2 يجب أن تقدم النفقات المستحقة إلى المشتري خطيًا، مرفقة بالوصلات التي تصف السلع والخدمات المتصلاة بها المتفق عليه.
16- Terms of Payment
16-1 Contract Price, to include the payments made (if applicable), shall be paid as stated in the Special Conditions of the Contract.
16-2 The Payments due to the Buyer shall be made in writing, accompanied with the receipts that describe the Commodities and Related Services executed and with the documents required as per 13/Special Conditions of the Contract, upon completion of all obligations stipulated in the Contract.
16-3 The due payments shall be made to the Supplier immediately. In no case the payment shall be delayed for more than 60 days after delivery of receipts and acceptance by the Buyer thereof.
16-4 The Supplier's due payments specified in the Contract shall be made in the currencies stated in the Contract.
16-5 Failure by the Buyer to make any due payment on time or within the period specified in the Special Conditions of the Contract, it shall pay interest on the delayed amount at the rate specified in the Special Conditions of the Contract, throughout the delay period and until payments are made in full, whether before or after the court's, or arbitration's, award.

17- Taxes and Fees
17-1 For the Commodities manufactured outside the Buyer's country, The Supplier is liable for all taxes, stamp fee, export license fee and any other fees applicable outside the Buyer’s country, according to the prevailing legislations
17-2 For the Commodities manufactured within the Buyer's country, the Supplier shall be liable for all taxes and fees applicable thereto until the delivery of Commodities contracted on to the Buyer, according to the prevailing legislations
17-3 The Buyer shall exert every effort to facilitate the Supplier's obtaining any tax exemptions, discounts or exceptions in view to realize maximum reduction in the Commodities’ amount.

18- Performance Guarantee
18-1 If the Performance Guarantee is required in the Special Conditions of the Contract, the Supplier shall provide the guarantee specified within 15 days after its being notified with awarding the tender in its favor, unless stated otherwise.
otherwise in the Bids data sheet.

18-2 The amounts of performance guarantee shall be released to the Buyer as indemnification for any loss to occur due to failure by the Supplier to finalize its obligations under the Contract.

18-3 The performance guarantee, if required, shall be in any of the forms stipulated in the Special Conditions of the Contract, or any form approved by the Buyer.

18-4 The Buyer shall return to the Supplier the performance guarantee after 28 days from the Supplier’s completing fulfillment of all its obligations under the Contract, to include any obligations of manufacturer’s guarantee, unless the Special Conditions of the Contract state otherwise.

19- Copy rights

19-1 Copyrights on all drawings, documents and other materials that include data and information submitted by the Buyer remain registered in the Supplier’s name. If these were submitted directly to the Buyer from the Supplier or a third Party, to include Commodities suppliers, the copyrights remain registered in the name of such third Party.

20- Confidential Information

20-1 Both the Buyer and the Supplier shall strictly keep confidential and not disclose any documents, data or information related, directly or indirectly, to the Contract to any third Party, whether such information are submitted before or during signing, executing or cancelling the Contract, without obtaining the Second Party’s written consent. To be excepted from this condition any information, data or documents necessary for the Supplier to have part of the Contract performed through Subcontractors; in which case, the Supplier shall impose confidentiality obligation on the Subcontractor similar to that applies to it as per 20/Special Conditions of the Contract.

20-2 The Buyer or the Supplier shall not use any of the documents, information and data they obtain from each other for any purpose other than the Contract entered into between them.

20-3 Compliance by the Contract Parties to 20-1 and 20-2/General Conditions of the Contract above shall not apply to the following information:

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أخير يعتمد المشترى

18-4 يعد المشترى إلى المجهز ضمان حسن التنفيذ بعد مورود 28 يوماً على انتهاء المجهز من تنفيذ جميع الالتزاماته بموجب العقد بما في ذلك أية الالتزامات ضمان المصنع ، ما نقص الشروط الخاصة للعقد على خلاف ذلك.

19- حقوق النشر

19-1 حقوق نشر جميع المخططات والإجابات وجميع المواد الأخرى التي تحتوي على بيانات ومعلومات قديماً إلى المجهز إلى المشترى، تبقى مسجلة باسم المجهز، أو إذا تم تقديمها مباشرة إلى المشترى من المجهز أو أي طرف ثالث، بما في ذلك مجهزي المواد، تبقى حقوق النشر مسجلة باسم هذا الطرف الثالث.

المعلومات السرية

20- يتزامن كأي السرية والجهة السرية التامة، وبعد الإفصاح عن أية وثائق أو بيانات ومعلومات تتعلق بشكل مباشر أو غير مباشر بالعقد لأي طرف ثالث، سواء قدمت هذه المعلومات قبل أو خلال توقيع العقد أو تتفق أو إلغاء، دون الحصول على الموافقة الخفية للطرف الثاني. ويستنتج من هذه أية بيانات أو بيانات أو وثائق يحتاجها المجهز لتنفيذ جزء من العقد من خلال المفاوضات الثانوية. وفي هذه الحالة يجب على المجهز أن يحصل على التزام بالسرية من المفاوض الثانوي مشابه لذلك الذي التزم به بموجب المادة (20) من الشروط العامة للعقد.

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لا يحق للمشتري أو المجهز استخدام أي من الوثائق والمعلومات والبيانات التي يحصلان عليها احدهما من الآخر لأي غرض لا يتعلق بالعقد المبرم بينهما.

الالتزام طرف العقد بالفترات (10-20) والمذكورة أعلاه من الشروط العامة للعقد لا يسري على المعلومات الآتية:

(1) إذا احتاج المشترى أو المجهز إطلاع على أية جهة أخرى مشاركة في تمويل المشروع على هذه المعلومات.
(2) إذا أصبحت هذه المعلومات على سبيل خارج عن إرادة أي من الطرفين.
(3) إذا تمكّن الطرف الثاني أن يثبت امتلاك المعلومات وقت تسلمها وأنه حصل عليها بطرق أخرى ليست لها علاقة مباشرة أو غير مباشرة بالطرف الآخر أو
a- If the Buyer or the Supplier is required to disclose such information to any other body contributing in funding the project,
b- If such information has become public due to a reason beyond the control of either Party,
c- If the relevant Party can prove that it possesses such information when it received them and that it had obtained them through other means with no direct or indirect relation to the other Party, or
d- If either Party obtains the same validly from a third Party that has no obligation of confidentiality.

20-4 The provisions of 20/General Conditions of the Contract shall in no way amend the confidentiality obligation given by any Party before signing the Contract with respect to the Supply or any part of the Contract.

20-5 The provisions of 20/General Conditions of the Contract shall survive the termination or completion of the Contract.

21- Subcontracts
21-1 The Supplier shall notice the Buyer in writing with all subcontracts related to the execution of the Contract, if this is not specified in the Bid. This notice, whether in the Bid or in a later time, shall not relieve the Supplier from its obligations, duties or responsibilities under the Contract.

21-2 Subcontracts shall be according to the provisions of the General Conditions of the Contract.

22- Specifications and Standards
22-1- Technical Specifications and Drawings
a- The Commodities and Related Services provided under the Contract shall conform to the technical specifications and standards mentioned in 56 and the Table of Requirements. In the event no standard is stated, then the standard shall equal or exceed the official standards adopted in the Commodities’ countries of origin.

b- The Supplier may disclaim liability for any design, data, drawings, specifications, documents or amendments provided or made by or on behalf of the Buyer, provided that it shall submit a notice of Buyer’s disclaimer.

c- Whenever the Contract refers to the standard conditions and performance rules under which the Contract is to be executed, then the

[LaTeX code]

\textbf{The Vocabulary and the Specifications}

\textbf{The Specifications and the Technical Standards}

\textbf{The Specifications and the Technical Standards for the Commodities and Related Services under the Contract}
reference is to the version or update of such rules and specifications, as specified in the Table of Requirements. Any amendment to such specifications and performance rules during the Contract execution shall not be adopted unless is preceded by the Buyer’s prior consent. Such amendment shall be treated according to 33/General Conditions of the Contract.

23- Packaging and Document
23-1 The Supplier ensures that the Commodities are shipped to their destination as stated in the Contract in a way that guarantees that no damage to occur thereto. Packaging, through the transportation duration, shall be adequate to protect rough handling and exposure to high temperatures, salts, sweats and open- air storage. Also shall be considered the size and weight of packaging boxes, distance of destination and lack of heavy handling equipment throughout the transportation phases, to include the transit.

23-2 Packaging, tagging and documentation in and outside the packages shall be according to the special requirements stipulated in the Contract or any other requirements specified in the Special Conditions of the Contract or any other instructions issued by the Buyer.

24- Insurance
24-1 Unless the Special Conditions of the Contract states otherwise, shall be procured overall insurance on the Commodities imported according to the Contract in a currency that is transferrable to an eligible country. Insurance shall be against loss or damage resulting from manufacture and/or purchase, transportation, storage or delivery.

25- Transportation
Unless the Special Conditions of the Contract states otherwise, the responsibility for arrangement for Commodities transportation shall be according to the INCOTERMS rules

26- Test and Engineering Inspection
26-1 The Supplier shall, at its own expense, conduct the engineering inspection and tests required for the Commodities and Related Services, as specified in the Special Conditions of the Contract.
26-2 The engineering inspection and tests may be conducted in the headquarters of the Supplier or the importer’s Subcontractor, upon delivery and/or arrival at destination or any other place in Iraq according to the stipulations of the Special Conditions of the Contracts. In the event tests are conducted in the headquarters of the Supplier or the Supplier’s Subcontractor, then the Supplier, under 26-2/General Conditions of the Contract, shall offer all facilities and assistance necessary for the testing team, to include the drawings and production data, without incurring additional cost to the buyer.

26-3 The Buyer or its representative may attend the engineering inspection and testing as per 26-2/General Conditions of the Contract, provided that the Buyer shall be charged with all its personal costs and expenses to incur from its attendance, including but not limited to the costs of travel and accommodation.

26-4 The Supplier, before conducting the engineering inspection and tests, shall give the Buyer a prior notice of the date and place in which they are conducted. Also, it shall obtain authorization or consent by any relevant third Party or manufacturer on attendance by the Buyer or its representative in such engineering tests and/or inspection.

26-5 The Buyer, if seems necessary, may require the Supplier to conduct any engineering tests and/or inspection that is not mentioned in the Contract, to verify that the characteristics and performance of such Commodities conform to the technical specifications, rules and standards stated in the Contract, provided that the reasonable costs and expenses to incur by the importer for conducting such engineering tests and/or inspection shall be added to Contract Price. Shall be considered any delay in the delivery dates, completion dates and other obligations affected due to such engineering tests and/or inspection in the course of manufacture and/or the importers’ fulfillment of their obligations under the Contract.

26-6m The Supplier shall submit to the Buyer a report on the results of all the engineering tests and inspections conducted.

26-7 The Buyer may reject the Commodities or any part thereof which are proved by the engineering test and/or inspection to be nonconforming to the specifications. The Supplier shall, at its own cost, repair or replace such rejected Commodities or make the necessary modifications thereon to render them conforming to the Special Conditions of the Contracts.

26-8 The Supplier shall conduct the engineering inspection and tests as per the Special Conditions of the Contract, and shall not be charged for such costs and expenses.

26-9 The Buyer may participate in the engineering inspection and tests as per the Special Conditions of the Contract, and shall not be charged for any such costs and expenses.

26-10 The Supplier shall submit to the Buyer a report on the results of all the engineering tests and inspections conducted.

26-11 The Buyer may reject the Commodities or any part thereof which are proved by the engineering test and/or inspection to be nonconforming to the specifications. The Supplier shall, at its own cost, repair or replace such rejected Commodities or make the necessary modifications thereon to render them conforming to the Special Conditions of the Contracts.

26-12 The Supplier shall conduct the engineering inspection and tests as per the Special Conditions of the Contract, and shall not be charged for any such costs and expenses.

26-13 The Buyer may participate in the engineering inspection and tests as per the Special Conditions of the Contract, and shall not be charged for any such costs and expenses.

26-14 The Supplier shall submit to the Buyer a report on the results of all the engineering tests and inspections conducted.

26-15 The Buyer may reject the Commodities or any part thereof which are proved by the engineering test and/or inspection to be nonconforming to the specifications. The Supplier shall, at its own cost, repair or replace such rejected Commodities or make the necessary modifications thereon to render them conforming to the Special Conditions of the Contracts.

26-16 The Supplier shall conduct the engineering inspection and tests as per the Special Conditions of the Contract, and shall not be charged for any such costs and expenses.

26-17 The Buyer may participate in the engineering inspection and tests as per the Special Conditions of the Contract, and shall not be charged for any such costs and expenses.

26-18 The Supplier shall submit to the Buyer a report on the results of all the engineering tests and inspections conducted.

26-19 The Buyer may reject the Commodities or any part thereof which are proved by the engineering test and/or inspection to be nonconforming to the specifications. The Supplier shall, at its own cost, repair or replace such rejected Commodities or make the necessary modifications thereon to render them conforming to the Special Conditions of the Contracts.

26-20 The Supplier shall conduct the engineering inspection and tests as per the Special Conditions of the Contract, and shall not be charged for any such costs and expenses.

26-21 The Buyer may participate in the engineering inspection and tests as per the Special Conditions of the Contract, and shall not be charged for any such costs and expenses.

26-22 The Supplier shall submit to the Buyer a report on the results of all the engineering tests and inspections conducted.

26-23 The Buyer may reject the Commodities or any part thereof which are proved by the engineering test and/or inspection to be nonconforming to the specifications. The Supplier shall, at its own cost, repair or replace such rejected Commodities or make the necessary modifications thereon to render them conforming to the Special Conditions of the Contracts.

26-24 The Supplier shall conduct the engineering inspection and tests as per the Special Conditions of the Contract, and shall not be charged for any such costs and expenses.

26-25 The Buyer may participate in the engineering inspection and tests as per the Special Conditions of the Contract, and shall not be charged for any such costs and expenses.

26-26 The Supplier shall submit to the Buyer a report on the results of all the engineering tests and inspections conducted.

26-27 The Buyer may reject the Commodities or any part thereof which are proved by the engineering test and/or inspection to be nonconforming to the specifications. The Supplier shall, at its own cost, repair or replace such rejected Commodities or make the necessary modifications thereon to render them conforming to the Special Conditions of the Contracts.
27- Delay Penalties

27-1 Except for the terms stipulated in 32/General Conditions of the Contract, failure by the Supplier to deliver all or any of the required Commodities on the date(s) of delivery specified in the Contract, the Buyer shall have right, without prejudice to other Contract terms, to deduct from the Contract Price as penalty of delay, an amount equals the rate stated in the Special Conditions of the Contract for the delivery price for late Commodities or unexecuted Services per week of delay or part thereof, until their actual delivery or execution. In the event of reaching the upper limit, the Buyer may terminate the Contract according to 35/General Conditions of the Contract.

28- Manufacturer’s Guarantee

28-1 The Supplier guarantees that all Commodities shall be brand new, state-of-the-art and involve all developments in design and materials, unless the Contract states otherwise.

28-2 According to 22-1-b/General Conditions of the Contract, the importer guarantees that the Commodities shall be free of any faults resulting from any omission by the importer or resulting from the design, materials or manufacture, which may appear under the prevailing conditions in the country of destination.

28-3 The guarantee of Commodities or any part thereof shall be valid for 12 months as of the date of delivery and approval thereof at the point delivery specified in the Special Conditions of Contract or for 18 months as of the date of shipping thereof from the port of point of loading in the country of origin, provided that the period to elapse first shall be considered.

28-4 The Buyer shall notify the Supplier on any faults to appear in the Commodities and the nature of such faults, accompanied with all evidences
available upon discovering such faults. The Buyer shall give the Supplier ample time to inspect the faults.

28-5 On receiving such notification, the Supplier shall, within the period specified in the Special Conditions of the Contract, repair or replace such Commodities or the damaged part thereof without charging the Buyer with additional cost.

28-6 Failure by the Supplier, within the period specified in the Special Conditions of the Contract, to repair or replace the Commodities, the Buyer, within reasonable time, shall take every corrective action it deems necessary at the Supplier’s cost and responsibility without prejudice to any of the Buyer’s other rights in the Contract.

29- Indemnification for Patents

29-1 The Supplier, as per 24-2/General Conditions of the Contract, shall indemnify the Buyer without burdening it and the employees and executives serving it with any liability for and/or against all lawsuits, actions, legal proceedings, claims, demands, losses, damages, costs or any expenses, to include the attorney fees, which the Buyer may suffer from as a result of breach or alleged breach of any registered patent, model or design or trade mark or copyright or any other intellectual property rights registered or exist in any other form upon signing the Contract due to the following:

a. Installation of Commodities by the Supplier or using the same in the site’s Country, and

b. Selling the products of such Commodities in any other Country.

Such indemnification shall not cover any other use of such Commodities or any Part thereof for other than their purpose stated or that could be concluded from the Contract. The indemnification does not cover any breach resulting from using such Commodities or any parts thereof or any of their products resulting from their connection or installation with any equipment or materials not imported by the Supplier according to the Contract.

29-2 If any actions are taken or any claims are made against the Buyer due to a matter stated in 29-
1/General Conditions of the Contract, it shall notify the Supplier therewith promptly. The Supplier may, at its own cost, and in the name of the Buyer, make and claim or action or any negotiations to reach settlement to such claim or action.

29-3. Failure by the Supplier to notify with its intent to make any claim or action within twenty eight days as of the date of notification, the Buyer shall have the right to take the same actions.

29-4. The Buyer shall, at the Supplier’s request, attempt at providing reasonable assistance in instituting such claims or actions; any additional costs resulting from such assistance shall be reimbursed by the Supplier.

29-5. The Buyer shall indemnify and clear the Supplier and the employees, executives and Subcontractors serving its from and against all the lawsuits, actions, administrative procedures, claims, demands, losses, damages, costs or any expenses, to include the attorney fees, which the Supplier may suffer due to breach or alleged breach of any patent, model or design or trade mark or copyright or any other intellectual property rights registered or exist in any other form upon signing the Contract due to or related to any design, data, drawing, specifications, documents or other materials provided or designed by the Buyer or in its behalf.

30- Limits of Liability

Except of omission or intentional misconduct:

a- The Buyer shall not be liable in tort or otherwise to the Buyer under the Contract for any indirect losses or the losses resulting from damage to the commodities or using thereof or production or any loss of profit. However, this exemption shall not relieve the Supplier from the payment of any indemnification for the damages agreed to with the Buyer.

b- Total Supplier’s liability in tort or otherwise to the Buyer shall not cause increase of the Contract Price. However, this limitation shall not exceed the Contract Price provided that this limitation of liability shall not include the costs of repair or replacement of damaged equipment or the obligation to indemnify the Buyer for any breach of the Commodities’ specification.

ووفقًا للاعتراضين الذين يعملا في خدمته من وضّد جميع الفضيارات أو الأفعال أو الإجراءات الادارية أو القضايا أو المطالب أو الخسائر أو الأضرار أو التكاليف أو أي مصاريف بما فيها أتعاب المحاماة ومصاريفها، والتي قد يصرّع لها المجهز نتيجة انتهاك أو اتهام بإنهاك أي من براءات الاحتراع، أو التمديد أو التصاميم المسجلة أو العلامات التجارية أو حقوق النشر أو أي حق آخر من حقوق الملكية الفكرية المسجلة أو الموجودة يأتي صورة أخرى وقت وقوع التكاليف عن أو على صلة بما تمّ تمثيله، أو بيانات أو مخططات أو مواقف أو وثائق أو مواد أخرى قد تمّ صممت من المشتري أو بالنية عنه.

30. حدود المسؤولية

ما دعا حالة الأفعال أو سوء التصرف المتعمد أو تجاوز القواعد يتجاوز تأكيد فشله في تبرئة المجهز إلى تجاوز القواعد عن أي الأفراد غير مباشرة، ومسائل الأضرار الناتجة عن الضمان الخاص في السلم، أو استخدامها أو إنتاجها أو خارج في الإيجار. إلا أن هذا الإسنادان أن يعني المجهز من دفع أي تعويضات عن الأضرار المتقابلها مع المشتري.

ب. إن المسؤولية الكاملة للمجهز تجاوز المشتري بموجب العقد عن أي تقصير أو غير ذلك سوف لا تسبب زيادة كلفة العقد. إلا أن هذا التحديد لن يتجاوز سعر العقد. بشرط أن هذا التحديد المسؤولية سوف لن يشمل كلف الإصلاح أو تعويض العقود المتضمنة أو التزام الموردي بتوقيع المشتري عن أي خرق في مواقف السلم.

31- التغير في القواعد والأنظمة.

ما لم ينص على خلاف ذلك في العقد، إذا تغير أي من قواعد أو أحكام أو ممارس أو أنظمة دائمة أو تم تفعيل أو الغاء أي من القواعد السارية في العراق خلال فترة 28 يومًا التي تسبق تاريخ تسليم العام، (بحيث يشمل تغيير أو تقصير العقد من السجلات السابقة) وبالتالي يؤثر على تاريخ تسليم وقمة العطاء. فإن هذه بدوره سبب التغيير الذي أثر فيه، على إعطاء المجهز والالتزامات فيما بخص العقد. تم تعديل الأسعار بالزيادة أو الالتفاض كان كذلك توقيتات التجهيز بشكل لدوي لهذه القواعد والتعليمات والتقلص على المجهز في تحقيق التزامات. على الرغم مما أوردنا أعلاه فإن نحن نمنح المجهز الزيادة أو التقلص. إذا كان سبب أن نستمع إلى مطالعة ذلك بموجب المادة (15) من الشروط العامة للعقد الخاصة بمراجعة الأسعار.
31- Change in Laws and Regulations

31-1 Unless the Contract states otherwise, if there’s any change to any laws, regulations, decrees or bylaws or was rendered operative or revoked any of the laws applicable in Iraq within 28 days before the Bid’s submission date (where this includes any change to the application or construction of the Contract by the competent authorities) and thus affecting the delivery date and the Contract Price, then this shall, in turn, be amended in the amount they affected there by the Supplier’s performance and obligations with respect to the Contract. The amendment of prices shall be increase or decrease, as well as the delivery times, in a way that shall not cause such laws and instructions to have effect on the Supplier in meeting its obligations. Notwithstanding the above, the Supplier shall not be given the increase or decrease, if the same is redressed according to 15/General Conditions of the Contract on Price Revision

32 Force Majeure

32-1 The Performance Guarantee submitted by the Supplier shall not be confiscated, the Supplier shall not pay the penalty of delay, and the Contract shall not be terminated due to faults if the delay in performance or any other default in performing its obligations according to the Contract results from a Force Majeure.

32-2 "Force Majeure", for the purpose of this Clause, means any case or event beyond the Control of either Party, could not be expected and is not due to omission or default by either Party. Such cases include but are not limited to war, revolution, fire, flood, epidemic, health quarantine or shipping prohibition.

32-3 The Supplier shall inform the Buyer in writing promptly with the occurrence of Force Majeure and the causes thereof. The Supplier shall, thereafter, attempt at performing its obligations within the limits of the new condition or explore other options to complete work, unless the Buyer requires otherwise therefrom.

33 Change in Orders and Amendment to Contract

33-1 The Purchase may, any time, require the Supplier in writing according to 8/General Conditions of the Contract, to change the Contract’s general scope in one or more of the following:

a- Drawings, designs and specifications if the commodities to be provided according to the Contract are manufactured specifically to the Buyer.

b- Method of Packaging and Shipping.
C-Point of Delivery.

32-1 لا يصدر ضمان حسن التنفيذ المقدم من المجهز ولا يقطع الغرامات التأكسدية ولا يتم فض العقد نتيجة عيب إذا كان تأخير الأداء أو أي إخفاق آخر في تنفيذ التزاماته بموعد العقد ناتج عن القوة القاهرة

32-2 لأعراض هذه الفقرة، تعني "القوة القاهرة" أي حدث أو حالة خارجة عن أي من التصرفين، ولا يمكن تجنبها أو توقعها وهي غير ناتجة عن إهمال أو تقدير أي من المجهزين. هذه الحالات قد تشمل، على سبيل المثال لا الحصر الحروب أو الثورات أو الحوادث أو الفيضانات أو الإعصار أو الحوادث الصحية أو الحاجز الشحن.

32-3 على المجهز أن يعلم المشتري خطياً عن حدوث القوة القاهرة وأسبابها وأحداثها على المجهز بعد أن يحاول الإبقاء بالالتزامات بحجة ما يسمح به الظروف الجديدة أو أن يبحث عن بدائل أخرى لاستكمال العمل، إلا إذا طلب منه المشتري خطياً خلاف ذلك.

33-1 يحق للمشتري في أي وقت، أن يطلب خطياً بموجب المادة (8)

من الشروط العامة للعقد من المجهز تغيير النطاق العام للعقد، في واحد أو أكثر مما يأتي:

(أ) المخططات، والتصاميم، والمواصفات إذا كانت السلع التي سيتم توفرها بموجب العقد مصنعة خصيصاً للمشتري.

(ب) طريقة التغليف والشحن.

(ج) التسليم.

(د) والخدمات المتصلة التي يجب أن يؤمنها المجهز.

33-2 إذا أدت أي من هذه التغييرات إلى فرق في السعر سواء بالزيادة أو بالنقصان، أو في الوقت المطلوب لإجراء العمل أو تنفيذ المجهز أو أي أكاذير أخرى. يجب على المشتري اتخاذ إجراء تعديل مباشراً على مبلغ العقد، وجدولة التسليم والانتهاء، ويرجع على المجهز أن يطلب بالتقييد تحت هذه الفكرة خلال 28 يوماً من تاريخ تسلمه أمر التغيير من المشتري.

33-3 على المجهز أن يتفاهم مع المشتري عند أي من الخدمات المتصلة بالعقد والتي قد تحتاجها المجهز ولكن لم يتم ذكرها في العقد، على أنه يجوز سعرها محل الأسعار التي يطلبها المجهز لقاء نفس الخدمات من أطراف أخرى.

33-4 استناداً إلى ماجهفي فيعلاً، لن تقبل أي تعديلات أو تغييرات على شروط العقد إلا إذا كانت خطية ومؤقتة من المجهزين.
d- Related services to be provided by the Supplier.

33-2 If any of such changes lead to difference in price, whether increase or decrease, or in the time required to perform the work or the Supplier’s execution of any of the Provisions in the Contract, then equal amendment to the Contract Price am the delivery and completion schedules shall be made. The Supplier shall require amendment under this Clause within 28 days after its receipt of the Change Order from the Buyer.

33-3 The Parties shall agree in advance on the price of any service related to the Contract which may be required by the Supplier but not stated in the Contract, provided that the price thereof shall not exceed the rates required by the Supplier for the same services from other Parties.

33-4 According to above, no amendments or changes to the Contract Conditions shall be accepted unless they are in writing and signed by the Parties.

34-Extension of Term

34-1 If the Supplier or any of its Subcontractors experiences, during the period of Contract execution, circumstances that delay delivery of Commodities or completion of the Related Services in time, as per 13/General Conditions of the Contract, the Supplier shall inform the Buyer therewith in writing within 15 days as of the date of occurrence of the circumstance, stating the cause and period of continuity thereof, provided that the Buyer shall evaluate the condition promptly on receiving the notification and may extend the Contract. In which case, the Parties shall approve the extension through Contract amendment.

34-2 Except for the Force majeure stated in 32/General Conditions of the Contract, any delay in performance or delivery and fulfillment of the obligations, the Supplier shall be subject to penalty of delay as per 26/General Conditions of the Contract, unless it was agreed to extension of the Term of Contract as per 34-2/General Conditions of the Contract.

35- Work Withdrawal
35-1 work withdrawal for violation or default by the Supplier:
The Buyer may, after giving the Supplier a 15- day written notice, has the right to withdraw work, in the following cases, without referring to the court:
A) If the supplier goes bankrupt or announce his Insolvency.

34. تمديد المدة

34-1 إذا واجه المجهز أو أي من المقاولين الثانويين لديه خلال فترة تنفيذ العقد طفرة تخريب سلم أو استكمال الخدمات الموصى بها في الوقت المحدد بحسب المادة (13) من الشروط العامة للعقد ، فيجب على المجهز أن يبلغ المستورد بما خالف 15 يوماً من تاريخ نشوب الظروف، مبيئاً سببها ونهاة استمرارها. وعلى المستورد أن يقوم بتقديم الحالة فور استلامه لائتمام وهو أن تمديد العقد، وفي هذه الحالة يقوم الطرفان بالمصادقة على تمديد من خلال تعديل العقد.

34-2 باستثناء حالة القاهرة الباردة في الفترة 32 من الشروط العامة للعقد ، فإن أي تأخير في الأداء، والتسليم وإتمام الالتزامات يضع المجهز تحت طائلة فرض الغرامات التأخيرية حسب الفقرة 26 من الشروط العامة للعقد، إلا إذا تم الاتفاق على تمديد مدة العقد بحسب الفقرة (34-1) من الشروط العامة للعقد.

35- سابح العمل

1- سبب العمل بسبب أخلال أو تقصير المجهز:
لمستورد وبعد أعلان المجهز إدارياً تحريرياً لمدة (15) يوماً أن يسحب العمل من المجهز في أي من الحالات التالية دون الرجوع إلى المحكمة.

أ- إذا أفلس المجهز أو أشهر عساره.
ب- إذا تقدم المجهز بطلب لأشهر إفلاسه أو عساره.
ج- إذا صدر قرار من المحكمة بوضع أموال المجهز في يد أمين التفليسة (النديك)
د- إذا تم أغلق المجهز صلحاً بقوة الإفلاس أو تنازل عن حقوقه لصالح دانته.
ه- إذا وافق المجهز على تنفيذ العقد تحت أشراف هيئة مراقبة مؤلفة من دانته.
و- إذا كان المجهز شركة أعلنت تصفيتها عدا التصفيه الاختيارية لأغراض الاندماج أو إعادة التكوين.
ز- إذا وضع الحجز على أموال المجهز من محكمة ذات اختصاص
وكان من شأن هذا الحجز أن يؤدي إلى عجز المجهز عن الإبقاء بالالتزامات.
ج- إذا تخلى المجهز أو اعتمد على توقع صيغة العقد وكان قد باشر
بتقديم العقد.
ط - إذا عجز المجهز وبدون عذر مشروع عن الاستمرار بتنفيذ العقد أو وقف تقدم الأعمال لفترة تزيد عن 15 يوماً. 

ي - إذا كان المجهز غير قادراً بتنفيذ العقد أو أنه معتمد الأعمال وعدم المبالاة في تنفيذ التزامه بموجب العقد.

ك - إذا لم تستوفي المعايير الفنية المحددة في العقد أو إذا خرجت السلع من الأدوات اللازمة لتنفيذ العقد.

ل - إذا أخذ المجهز في تسليم السلع قبل الفترة المحددة في العقد أو خلال فترة التسوية التي يعترف بشأن المجهز حسب الفقرة 34 من الشروط العامة للعقد.

م - إذا أخذ المجهز في أداء أي من المهام الأخرى المكملة إليه بموجب العقد.

ن - إذا تورط المجهز حسب قاعة المشترى وخلال فترة تنفيذ العقد في أي من ممارسات الاحتيال أو الفساد المعروفة في الفقرة 3 من الشروط العامة للعقد في تنافس على العقد أو في تنفيذه.

د)  If the supplier submits a request for bankruptcy or insolvency.

c)  If a decision is issued by the court to place the (supplier's) funds under the control of bankruptcy trustee (syndicate).

d)  If the supplier makes a reconciliation that preserves him from bankruptcy or Waives his rights to his creditors.

e)  If the supplier agrees to implement the contract under the supervision of the control board of his creditors

f)  If the supplier is a company that has announced liquidation, excluding the optional Liquidation for the purpose of merger or reformation.

g)  If the funds of the contractor are seized by a court of competency and this seizure may lead the contractor to be unable to fulfill his obligations.

h)  If the supplier abandons or refrains from signing the contract form and has began to execute the contract.

i)  If the supplier has failed, without an acceptable excuse, to continue executing the contract or the work progress is stopped for a period of (15) days.

j)  If the supplier has not implemented the contract or has intentionally negligent and careless in fulfilling his obligations according to the contract.

k)  If the commodities have not fulfilled the technical specifications specified in the contract, or if the supplier fails in replacing the commodities within a period of (30) days from receiving a written notice from the buyer.

l)  If the supplier fails in delivering the commodities within the period specified in the contract or within the extension period given by the buyer according to Para 34 of the General Conditions of Contract.

m)  If the supplier fails in performing any of the other tasks commissioned to him according to the contract.

n)  If the supplier is involved, according to the buyer's contentment during the period of contract execution, fraud or corruption practices specified in Para 3 of the General conditions of Contract , in his competition on the contract or in it execution.

p)  If the supplier has subcontracted any section of the contract in way that harms the work quality or violates the instructions of the buyer.

q)  If the supplier submitted or offered to any person ( directly or indirectly) a bribery, present, grant, commission, financial gift as an arousal of interest, reward for perform a work, or refraining from performing a works related to the contract.

b)  If the supplier submits a request for bankruptcy or insolvency.

c)  If a decision is issued by the court to place the (supplier's) funds under the control of bankruptcy trustee (syndicate).

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p)  If the supplier has subcontracted any section of the contract in way that harms the work quality or violates the instructions of the buyer.

q)  If the supplier submitted or offered to any person ( directly or indirectly) a bribery, present, grant, commission, financial gift as an arousal of interest, reward for perform a work, or refraining from performing a works related to the contract.
s) If it is clear to the buyer that the supplier has practiced any of administrative corruption, fraud, collusion, oppression or hindrance during the competition in order to obtain or execute the contract, and then the buyer has the right, within 15 days after notifying the supplier, to warn him. The Buyer considers the following definitions for this purpose:

1. “Corrupt Practice” means offering, giving, receiving or soliciting, directly or indirectly, anything of value to influence the actions of a public official throughout the supplying process or contract execution.

2. “Fraudulent Practice” means any misrepresentation or omission of any fact in view to influence the supplying process or contract execution.

3. “Collusive Practice” means any scheme or arrangement between two or more Bidders, with or without knowledge of the Purchaser, in view to establish artificial and noncompetitive prices.

4. “Coercive Practice” means harming or threatening to harm, directly or indirectly, the persons or their properties to influence their participation in the acquisition processes or influence the contract execution.

5. “Obstructive Practice”: means to destroy intentionally, falsely, distort documents and conceal investigation-required evidences or give false testimony to investigators to obstruct the Purchaser’s investigation procedures in the corrupt, fraudulent, collusive, coercive practices or threaten, provoke or obstruct any party and prevent it from giving any investigation-related information or prevent it from following up the investigation procedures.

36-37. 

36. 

36-1. لا يمكن للمشتري أو المجهز التنازل عن التزاماته المبرمة في هذا العقد كلما أو جزئيا إلا بإمضاء خطية مسبقة من الطرف الآخر.

37. 

فبرد التصدير

دون ألغاء عن مسؤولية المجهز في اثارة وثائق التصدير المحددة في العقد، يعفي المجهز من الالتزامات في تحقيق السلع والمتجهات والخدمات المتعلقة بها في حالة فرض إياه قيود جديرة على إجراءات التصدير من المشتري أو دولة المشتري، أو إجراءات أي تغيير في استخدام المنتج أو السلع المطلوب تو才发现ها قد ينتج عن تعليمات تجارية تصدر عن الدولة المجهزة لهذه المنتجات والسلع، إلا أن هذا الإجراء لن يعفي المجهز من مسؤوليته في تعريف المشتري بإجراءاته كافة المعتمدة معة وثائق مراحل التصدير كافة، بضمنها طلبه المقدمة للحصول على إجازة تصدير أو كتاب التحويل من الجهة المصنعة المحددة بموجب العقد. يتم إنهاء العقد عند ذلك حسب رغبة المشتري وفقًا للفترة (35-3).

36- Waiver

36-1 The Buyer or the Supplier may not assign their obligations stated in this Contract, in whole or in part, without prior written consent by the other Party.

37- Restrictions on Exports

Without omission of the Supplier’s responsibility for the execution of the export documents specified in the Contract, the Supplier shall relieve from its obligation to supply the Commodities and Related Services in the event any new restrictions on the exporting procedures are imposed by the Buyer or the
| Buyer’s country or a change is made to using the product or the Commodities to be imported that may arise due to trade instructions issued by the country supplying such products and Commodities. However, this shall not relieve the Supplier from its responsibility for acquainting the Buyer with all its procedures taken, supported with documents, all export phases to include its request submitted to obtain export license or authorization letter from the manufacturer as specified in the Contract. In which case, the Contract shall be terminated at the Buyer’s convenience as per Para (35-3). |
### Section Eight: Special Conditions of the Contract for Commodities Supply Contracts

The following Special Conditions of the Contract are intended for supplementing and/or amending the General Conditions of the Contract. In the event of any conflict, the stipulations of the Special Conditions of the Contract shall be relied on. [The Buyer shall select inserting the proper form employing the examples below or another accepted form and delete the text between the brackets].

<table>
<thead>
<tr>
<th>1-1 General Conditions of the Contract</th>
<th>Buyer: (Ministry of Oil / Midland Oil Company) (state company).</th>
<th>المشترى: وزارة النفط - شركة نفط الوسط.</th>
</tr>
</thead>
<tbody>
<tr>
<td>1-1-kGeneral Conditions of the Contract</td>
<td>Project site(s)/Destination: [CIP MdOC Stores Bob Alsham_Against AlQuds Thermal Power Station.</td>
<td>موقع (مواصفات) / المشروع الوجهة النهائية: CIP واصلاً مخازن شركة نفط الوسط الرفقة في منطقة بوب الشام – مقابل محطة كهرباء القدس الحرارية.</td>
</tr>
<tr>
<td>4-2-a General Conditions of the Contract</td>
<td>Meanings of commercial terms are as described in the INCOTERMS 2010.</td>
<td>معاني المصطلحات التجارية هي كما موصوفة في الاكتوبريم 2010.</td>
</tr>
<tr>
<td>5-1General Conditions of Contract</td>
<td>Language: [Arabic for laws &amp; regulations/English for technical specifications]</td>
<td>اللغة المعتادة: العربية بالنسبة للقوانين / الإنجليزية للمواصفات الفنية</td>
</tr>
<tr>
<td>7-2 General Conditions of Contract</td>
<td>All the goods and the related services that are required to be delivered according to the contract and been finalized by the buyer from (USA, Japan, Germany, France, Britain, Austrain, Italy, Spain, Belgium) origins.</td>
<td>يجب ان تكون كافة السلع والخدمات المتعلقة بها المطلوب تجهيزها بوجب الاتفاق وتم تجليتها من المشتري من منشآت أمريكية، يابانية، ألمانية، فرنسية، بريطانية، النمسا، إيطالية، أسبانية، بلجيكية.</td>
</tr>
<tr>
<td>8-1General Conditions of Contract</td>
<td>For sending notice, the Buyer’s address is: To: MDOC offices/ contracts Dep. in [Bob Al-Sham, Al-Rashdiya, Baghdad Iraq] Postal Code: [3501] Country: [IRAQ] Tel.: [0096407270000075 Fax: [3501] Email: [<a href="mailto:mdoc.dg@mdoc.oil.gov.iq">mdoc.dg@mdoc.oil.gov.iq</a>]</td>
<td>إرسال الإبلاغات على العنوان التالي: - إلى: شركة نفط الوسط. مقر إدارة الشركة - قسم الخاص. المدينة: بغداد – بوب الشام – مقابل محطة كهرباء القدس الحرارية. الدلالة: العراق الفاكس: 3501 البريد الإلكتروني: <a href="mailto:mdoc.dg@mdoc.oil.gov.iq">mdoc.dg@mdoc.oil.gov.iq</a></td>
</tr>
</tbody>
</table>
9-1 General Conditions of Contract

Contracts are subject to the Iraqi law. Including the regulations and instructions valid in the Republic of Iraq.

شروط العقد العامة 9

10-2 General Conditions of Contract

The rules regulating the arbitration procedures are as follows:

1. Amicably :this way placed by nominated common committee between both disputable parties )first party and the second party to study the subject and agreed to mutual understanding treatments according to valid laws and regulations regards dispute subject.

2. The Courts: Awarding the disputing to special court to issue the decision for the subject .The procedural law that settles this disputation should be taken into consideration according to Iraqi rules or any other rules hold place with respect to contract’s subject exclusively, and courts of Baghdad - Republic of Iraq shall do that.

شروط العقد العامة للعقد 10-2

13-1 General Conditions of the Contract

Details of Shipping and other Documents to be furnished by the Supplier are:

A. Two Commercial Invoices, each with three copies one of them is original as follows:
   1. The first one issued from the manufactured or exported company and shall be ratified from the Ministry of Foreign Affairs and the Iraqi Embassy in the country of origin. Used for the purposes of Custom clearance only.
   2. The second one issued from the supplying company for our company and shall be ratified from the Ministry of Foreign Affairs and the Iraqi Embassy in the country of supplier with the amount agreed upon between the first and second parties. Used for the purposes of payment.

B. (2) Copies of non-negotiable Bill of Lading, one of them is original.

C. (3) Copies of Packing List, (1) copy original

شروط السفارة العراقية ونصائح الالتماس للاعمال 13-1
D.(3) Copies of Inspection Certificate issued from international third party inspector, one of them is original. Ratified from Consular Department in the Iraq embassy at the country of origin from one of the following companies:

- TUV Rhenland
- LIOYDS REGISTER
- INTERTEK GLOBAL
- DNV
- ATG
- SGS B.V.

E.(3) Copies of the certificate of origin, one of them is original, stating the contract number, type of material, quantity and the name of the buyer. It shall be issued from the country of origin. The Certificate of Origin should states the Harmonized System Code (H.S) for the purposes of customs clearance.

F. (3) Copies of the Insurance Policy, one of them is original shall be ratified from Consular Department in the Iraqi embassy.

It is the responsibility of the supplier to submit the first and second delivery orders. Issued by the marine carrier and the general port company. The supplier shall bear all the fees of issuing the delivery orders. otherwise any penalties arising from the delay in submitting the DO1 & DO2 by the supplier or any mistakes or deficiencies in them shall be on his expenses.

| 16-1 General Conditions of the Contract | The Prices charged for the Goods supplied and the related Services Performed are not adjustable |

<p>| 17-1 General Conditions of the Contract | General Conditions of the Contract 16-1 Method and Terms of Payment for the Supplier under this Contract are as follows through irrevocable, unconfirmed, Not transferable L/C: 1. Equipments &amp; Materials: A. Release (60%) of the materials amount against submitting of nonnegotiable clean shipping documents to the bank by the second party. B. Release (30%) of the materials amount against receiving, checking and accepting the materials of each |</p>
<table>
<thead>
<tr>
<th>Section</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>C. Release (10% ) of the materials amount against submitting an evidence of the tax exemption from the general commission for taxes Also submission of an exemption from the ministry of labor and social affairs in Iraq. (The supplier should submit a copy of the tax ID that includes the tax number).</td>
<td></td>
</tr>
<tr>
<td>4. The performance bond will be released after the end of the Warranty period &amp; the issuance of final certificate certificate.</td>
<td></td>
</tr>
<tr>
<td>16-5 General Conditions of Contracts</td>
<td>Not Applicable.</td>
</tr>
<tr>
<td>18-1 General Conditions of the Contract</td>
<td>The performance guarantee should equals (5%) of the contract amount.</td>
</tr>
<tr>
<td>18-3 General Conditions of the Contract</td>
<td>The performance guarantee should in form of a bank guarantee issued by an Iraq bank certified from The Central Bank of Iraq, or any branch of foreign banks that certified in Iraq.</td>
</tr>
<tr>
<td>18-4 General Conditions of the Contract</td>
<td>The performance guarantee (5%) should be valid and would not released until the supplier shipped all the goods (materials) to the final destination and execute all his obligations in the contract and liquidate the final apayment and After finishing the warranty period.</td>
</tr>
<tr>
<td>23-2 General Conditions of the Contract</td>
<td>The supplier should ensure shipping the goods (material) to the final destination mentioned in the contract in a way that ensures that it will not get damaged or harmed. The packing throughout the transporting period of the carriage should be sufficient to withstand the shipment in first party stores and the issuance of the certificate of initial acceptance of each shipment.</td>
</tr>
<tr>
<td>24-1 General Conditions of the Contract</td>
<td>The supplier should provide a full insurance for the imported goods according to the contract in an easy to transfer currency for a qualified country by the percentage of (110%) of the amount of the goods (materials). The insurance should cover all the risks.</td>
</tr>
<tr>
<td>----------------------------------------</td>
<td>-------------------------------------------------------------------------------------------------</td>
</tr>
<tr>
<td>25-1 General Conditions of the Contract</td>
<td>The responsibility for transportation of Commodities (materials) shall be as specified in the INCOTRMS 2010.</td>
</tr>
<tr>
<td>26-1 General Conditions of the Contract</td>
<td>The Inspection &amp; Test: A third party inspection certificate from an international third party inspector, one of the following companies: TUV Rhenland, LIOYDS REGISTER, INTERTEK GLOBAL, DNV, ATG, SGS, B.V. that named by the supplier and been acceptable by MdOC. The certificate should prove that the materials are as required in the specifications. The third party inspector is obliged to apply the inspection plan required in section six clause (5).</td>
</tr>
<tr>
<td>26-2 General Conditions of the Contract</td>
<td>The location and time of the third party inspection shall be determined within the inspection plan prepared by supplier.</td>
</tr>
<tr>
<td>27-1 General Conditions of the Contract</td>
<td>Delay Penalties for each day should be according to the following: The penalty of a day = The contract amount (the original amount + any change in it) X 15% The period of the contract + any change in the period)</td>
</tr>
<tr>
<td>---</td>
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</tr>
<tr>
<td>27-2 General Conditions of the Contract</td>
<td>The max limit of the delay penalties amount : [15 %] of the final contract amount</td>
</tr>
<tr>
<td>28-3 General Conditions of the Contract</td>
<td>Commodities guarantee validity period: Commodities guarantee validity period is (12 ) months from the date of operating. For the guarantee purpose, the place of final destination shall be: CIP Midland Oil Company Stores, Bob AlSham against AlQudisThermal Power station.</td>
</tr>
<tr>
<td>28-5 General Conditions of the Contract</td>
<td>In a period not exceeding (12 ) months from the date of operating -If the supplier fails in the period specified above to fulful his obligations for this clause, the buyer has the right to confiscate the performance guarantee and take any procedure seems necessary to fix that on the expense of the supplier.</td>
</tr>
<tr>
<td></td>
<td>Shipped materials should be as follows: a. The goods entering Iraq should be in the name of our company. b. It should be clearly and prominently written on every piece of imported good, the phrase (Midland Oil Company) C. It should be written on the imported goods that they are not for sale and are exempt from customs fees.</td>
</tr>
</tbody>
</table>
above (4 coloured copies) to the buyer in at least (10) days before the arrival of the materials to the entry point with letter by which he undertakes to submit the original document within one month, and a letter states the name of its representative and his ID number with a copy of the ID). All the documents should show (the contractNo., the type of the material and the name of the buyer). Otherwise, the supplier should bear all the financial consequences resulting from the late submitting of the documents from the specified period.

• The suppliers shall bear all the fees related to: (If its required):

1. Issuing the Import Liscense.
2. Radiation Detection Fees for the materials coming from Japan.
3. All the fees required to issue the approvals to custom clearance?

Technical Catalogs:
The Second party shall provide the following catalogs (Electronic & paper):

a) Operation.
b) Maintenance.
c) Spare parts.

المشتري على الأقل خلال (10) أيام قبل وصول المواد إلى نقطة الدخول مع كتاب تعهد بموجه بتسليم الوثائق الأصلية خلال شهر وكتب يحدد فيه اسم مخوله ورقم هويته مع نسخة من الهوية) وذلك لإنجاز إجراءات التحلص الجمركي ويجب أن يثبت على جميع الوثائق (رقم العقد نموذج المواد (المشتري) و بخلاف ذلك فإن المجهر سوف يتولى كافة التبعات المالية التي تترتب نتيجة التأخير عن تقديم الوثائق المطلوبة في الفترة المحددة.

• يتحمل المجهر كافة الرسوم فيما يخص:

(في حال تطلب ذلك):

1. إصدار إجازة الإسقدر.
2. أجرور كشف الإشعاع للمواد الواردة من اليابان.
3. كافة الرسوم التي تتطلبها إصدار الموافقات لإدخال المواد.

الأدلة الفنية:

الطرف الثاني يقوم بتجهيز الأدلة التالية (نسخة الكترونية وورقية):

- التشغيل.
- الصيانة.
- الادوات الاحتياطية.
The prices are adjusted in accordance with the equation motioned later based on Para 15-1 of the General Conditions of Contract. The adopted prices for the payment of the provider’s dues according to the contract are subject to adjustment during the implementation of the contract in accordance with the changes in the cost components of workforce and materials, according to the following equation:

\[ M2 = M1 \left( \frac{A+B}{P2/P1} + \frac{C}{L2/L1} \right) - M1 \]

Noting that: \( A+B+C=1 \)

M2: Increase in price realized to the provider

M1: Price according to the contract

A: Fixed factor represents profit margin and administrative charges according to the contract

B: Fixed factor represents the percentage of workforce component in the prices value

C: Factor represents materials component in the prices value

P1, P2: Guide to the fees of the workforce in the industry sector concerned of producing theses commodities in the country of origin in base date and the date according to which the prices were modified

L1, L2: Guide to the fees of the materials in base date and the date according to which the prices were modified in the country of origin.

The Constants A, B, and C are determined by the buyer as shown below:

A: (insert the value of Constant A)

B: (insert the value of Constant B)

C: (insert the value of Constant C)

The provider shall determine the sources that will be adopted in specifying workforce fees and materials prices upon signing the contract in his bid.

Base Date: it is the date that precedes the final date of submitting the bid with thirty days

Price Modification Date: (insert the number of weeks) the weeks that precede the shipment date (represents the mid period of manufacturing)

Both parties shall agree based on this equation, according to the following:

1. No review shall be done and prices adjustment for the commodities provided after the end of timings specified for supplying according to the contract, unless mentioned in the agreement of commodities supplying period extension for the commodities that were late supplied for reasons resulting from the provider. The buyer has the right to decrease the commodities and services prices related thereto as a result of equation application.

2- If the currency of the prices mentioned in the contract was different from that of the country of origin

Equation of Prices Adjustment Not Applicable

المعادلة تغيير الأسعار للاططبيق

يتم تعديل أسعار العقد وفق المعادلة المذكورة لاحقاً بالاستدلال إلى الفترة 15-2 من النشرة العامة للعقد.

تخضع الأسعار المعطاة لمراجعة مستحقات المجهز بموجب العقد للتعديل خلال نفاذ العقد وذلك وفقاً للتغييرات المحتضلة في مكونات كلية أجور الأيدي العاملة والمواد بموجب المعادلة الآتي:

\[ M2 = M1 + A + B + C \]

مع ملاحظة أن: \( A + B + C = 1 \)

M2: زيادة في السعر المتخصصة للمجهز.

M1: السعر بموجب العقد.

A: معدل ثابت يمثل نسبة مكون أجور الأيدي العاملة في قيمة الصرف.

B: معدل ثابت يمثل نسبة مكون المواد في قيمة الصرف.

C: معدل ثابت يمثل نسبة مكون الخدمة في قيمة الصرف.

P1, P2: معيار أسعار الصرف في القطاع الصناعي المعني بنتائج هذه السلع في دوله المنشأ في كل من التاريخ الأساسي والتاريخ الذي تم بموجبه تعديل الأسعار.

L1, L2: معيار أسعار الصرف في دوله المنشأ في كل من التاريخ الأساسي والتاريخ الذي تم بموجبه تعديل الأسعار.

A: (الخضوع قيمة الثابت A)

B: (الخضوع قيمة الثابت B)

C: (الخضوع قيمة الثابت C)

يقوم المجهز بتقدير المصادر التي ستستخدم في تحديد أجور الأيدي العاملة وأسعار المواد عند توقيع العقد في عطائه.

التاريخ الأساسي: هو الموعد الذي يسبق الموعد النهائي لتقييم العطاء بالثلاثين يوماً.

تاريخ تعديل الأسعار: (الخضوع عدد الأساسي) الأساسي الذي تسبق تاريخ الشحن (يتم منتصف فترة التصنيع).

يتم إتفاق الطرفين على اعتبار هذه المعادلة بموجب ما يأتي.

1. لا يتم أجراء مراجعة وتعديل أسعار السلع التي تجهيز بعد اتضاعة الترتيبات المحددة للمجهز بموجب العقد إلا إذا تمت الإشارة إلى تفاقيه تمديد فترة التجهيز للسلع المتاخر تجهيزها لأسباب تعود إلى المجهز للمشتري الحق باع تخفيف في أسعار السلع والخدمات المتصلة بها نتيجة تطبيق المعادلة.

2. إذا كانت العملة للمجهز والمراجعة في العقد المختلفة عن العملة في دولة المنشأ لأجور العمال والمواد، يتم إعداد معامل تعديل لضمان تعديل الأسعار بصورة دقيقة، وأن معامل التصحيح يتضمن النسبة الناتجة من قسمة نسبة التحويل بين العملتين في التاريخ الأساسي وتاريخ التعديل.
| Concerning the fees of workers and materials, the correction factor shall be sued to ensure prices adjustment accurately, and the correction factor includes the proportion resulted from dividing exchange rate between the two currencies in the base date and adjustment date.  
3- The price adjustment does not include the quantities represented by the value of advance payment. | لا ٣َ٘ٔ طؼي٣َ حعٓؼخٍ حٌُٔ٤خص حُٔٔؼِش رو٤ٔش حُٔويٓش حُٔويٓش |
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<td>1- صيغة العقد</td>
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<td>2. Good Performance Guarantee</td>
<td>2. ضمان حسن التنفيذ</td>
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<td>3. Bank Guarantee for Advance Payment</td>
<td>3. ضمان مصرفي للدفع المقدمية</td>
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Republic of Iraq
Ministry of Oil
Midland Oil Company (State Company)

Contract for Supplying & Installation & Operating OIL SPILL MONITORING SYSTEM in River in Midland Oil Company/ Alahdab Oil Field

N°: MdOC-SOM-11.15.9034.01

数目
This Contract ("Contract") which is in the Operational budget, is made and entered into this day 2019, at Baghdad by and between:

- **Midland Oil Company**, an Iraqi State oil company, established and existing under the laws of the Republic of Iraq, having its registered office at Baghdad, the Republic of Iraq ("Midland Oil Company" or "MDOC") (hereinafter referred to as "Company or First Party")

- And .................................., Established and existing under the laws of .................................., having its registered office ..........., hereafter referred to as (Contractor or Second Party).

**First Clause: Contract Subject**

In consideration of the promises and the mutual covenants hereinafter set out, it is agreed that the second party performs all his contractual obligations as described hereunder within contract Period against the total amount that mentioned Within the terms of this contract, and according to the technical & commercial offers submitted by the second party and approved by the Second Party, Annex (1), for the tender as follows:

1. **Description of the Goods:**
   ................................................., as described in Second Party's the technical & commercial offers, Annex (1).

2. **The Contract Period:**
   All the materials under this contract should be delivered & installed and operated within period of (270) days, from the date of Advising of the LC.

3. **Delivery Terms and Final Distention**
   CIP the Company warehouses, that located in Boob Al-Sham, Al-Rashidiya, Baghdad, Iraq.

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This document is in Arabic and contains the first clause titled "First Clause: Contract Subject". The text is a mixture of English and Arabic, indicating the contractual nature of the document. The contract outlines the obligations of the parties involved, the subject of the contract, and the terms and conditions for delivery and final commissioning of the goods or services. The document appears to be a formal legal agreement, typically used in international business transactions, especially those involving oil and gas or similar industries in the Middle East. The formalities and language used suggest adherence to international or regional legal standards, possibly influenced by Arab or Islamic law practices.
4. Contract Amount:

5. The Language
   a) The Arabic copy of this contract will be adhered to in solving any dispute or vagueness regarding the partial or complete quotation in contracts' conditions.
   b) The English copy of this contract will be adhered to in solving any dispute or vagueness regarding the partial or complete quotation in scope of work and technical descriptions.
   c) The two languages, Arabic & English, shall be adopt in the related corresponds of this contracts.

6. The Annexes
   The current Annexes and any other annexes required by the work & the Standard Bid Documents are considered as an integral part of this contract.

Second Clause – Second Party Obligations:

1. a. Supplying the required materials.
   b. Training of 4 persons for ten days in Alahdab Oil Field.
   c. Installation & Operation.

2. Transporters Names
   The second party should submit to the first party the name of the transporter(s), vessels with a time schedule detailing the number of shipments and their expected date(s) of arrival at the Iraqi ports/borders.

3. Warranty
   a) The second party conveys to the first party the ownership of
goods free of any encumbrance, lien or security to others' interest.

- The second party should warrant that goods described in this contract are apt for the intended use, merchantable and free from all defects in design and workmanship, and are in strict accord with any designs or specifications approved by first party; furthermore, the second party agrees to repair or replace goods disputed on, at the first party option and at the second party sole cost. The warranty period shall be (12) months from the date of operating.

b) All costs and damages related to technical defective or non-compiled goods shipped or completely delivered by the second party or entailed to the return thereof, shall be borne by second party.

c) Second party agreement to replace defective goods shall include the cumulative of other remedies available to first party. Any inspection, tests, acceptance, or use of goods furnished shall not diminish second party warranty obligations. The first party expressly reserves the right to assign any and/or all of the above warranties to any third party.

d) Second party warrants that all goods or services provided under this contract shall be performed by personnel that are competent and familiar with the type of service to be performed in accordance with the second's party quotation.

e) Second party warrants that services performed by it shall be performed in a workman like manner utilizing good professional practices and shall be performed with the customary skill and care ordinarily employed by qualified and competent personnel in the relevant industry.

4. The Performance Bond:
A performance bond of equals to (5%) of the contract's grand total should be submitted to the first party according to the following conditions:

b) All costs and damages related to technical defective or non-compiled goods shipped or completely delivered by the second party or entailed to the return thereof, shall be borne by second party.

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e) Second party warrants that services performed by it shall be performed in a workman like manner utilizing good professional practices and shall be performed with the customary skill and care ordinarily employed by qualified and competent personnel in the relevant industry.

The Performance Bond:
A performance bond of equals to (5%) of the contract's grand total should be submitted to the first party according to the following conditions:
1. a) Issued by the name of the first party.
b) Issued from/or through any Iraqi bank charted by Central Bank of Iraq-Baghdad (www.cbi.iq).
c) Unconditioned and on demand for first party.
d) Released after the ending of the Warranty period successfully.
e) Valid for (12) months extendable according to the first party option.
f) Extension the Performance Bond:

The performance bond should be extended at the end of period of the work and the period of the warranty. If the work and/or the L/C expiry extended then the Bond is to be extended with the same period plus 3 months, or according the first party option.

5. The Documents:

For the purpose of payment, the Second party should Presenting to the bank the documents hereunder which should be non-negotiable and determined according to route of shipment & type of transportation:

A. Two Commercial Invoices, each with three copies one of them is original as follows:

1. The first one issued from the manufactured or exported company and shall be ratified from the Ministry of Foreign Affairs and the Iraqi Embassy in the country of origin. Used for the purposes of Custom clearance only.
2. The second one issued from the supplying company for our company and shall be ratified from the Ministry of Foreign Affairs and the Iraqi Embassy in the country of supplier with the amount agreed upon between the first and second parties. Used for the purposes of payment.

B. (2) Copies of non-negotiable Bill of Lading, one of them is original.

C. (3) Copies of Packing List, (1) copy original
D. (3) Copies of Inspection Certificate issued from international third party inspector, one of them is original. Ratified from Consular Department in the Iraq embassy at the country of origin from one of the following companies:

- TUV Rhenland
- Lloyd's Register
- INTERTEK GLOBAL
- DNV
- ATG
- SGS B.V.

E. (3) Copies of the certificate of origin, one of them is original, stating the contract number, type of material, quantity and the name of the buyer. It shall be issued from the country of origin. The Certificate of Origin should states the Harmonized System Code (H.S) for the purposes of customs clearance.

F. (3) Copies of the Insurance Policy, one of them is original shall be ratified from Consular Department in the Iraqi embassy.

6. It is the responsibility of the supplier to submit the first and second delivery orders. Issued by the marine carrier and the general port company. The supplier shall bear all the fees of issuing the delivery orders. otherwise any penalties arising from the delay in submitting the DO1 & DO2 by the supplier or any mistakes or deficiencies in them shall be on his expenses.

7. The supplier shall bear all the fees related to:( if its required)
   a. Issuing the Import License.
   b. Radiation Detection Fees for the materials coming from Japan.
   c. All the fees required to issue the approvals to custom clearance.

8. Insurance:
The second party should procure insurance according to (INCOTERMS 2010). The second party shall affect all risks on the second party.

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   a. Issuing the Import License.
   b. Radiation Detection Fees for the materials coming from Japan.
   c. All the fees required to issue the approvals to custom clearance.

8. Insurance:
The second party should procure insurance according to (INCOTERMS 2010). The second party shall affect all risks on the second party.

D. (3) نسخة صادرة من فحص ثلاث معروف دولياً واحده منها أصلية
علي ار تكون مصدقه من الدائرة القنصلية في السفارة العراقية. في بلد
المنشأ من أحد الشركات أدناه:

- TUV Rhenland
- Lloyd's Register
- INTERTEK GLOBAL
- DNV
- ATG
- SGS B.V.

E. (3) نسخة من شهادة المصدر واحدة ومنها أصلية مثبت عليها رقم
العقد وتوفر المواد والكمية والاسم المستعمل، وتكون صادرة من بلد
المنشأ ومصدقه من وزارة الخارجية والسفارة العراقية في بلد
المنشأ. على المجهز أن يثبت في شهادة المصدر رمز حماية المنتج
للضرائب الدخل الكرمكي.

ج. (3) نسخة من وثيقة التأمين واحدة ومنها أصلية على أن تكون
مصدقه من الدائرة القنصلية في السفارة العراقية.

6. من مسؤولية المجهز تقديم أمر التسلم الأول وأمر التسليم الثاني الصادرين من
النقل السكاني وشركة النقل العامة للمواني، وتحمل تسديد الوجوه الخاصة بإصدارها
بخلاف أن أي غرائب تنشأ بسبب تأخر المجهز بتسليم الأموال أعلاه أو وجود
أي أخطاء أو نواقص فيما تقع على عاتق المجهز.

7. يتحمل المجهز كافة الرسوم فيما يخص:( في حال تطلب ذلك)
أ. إصدار إجازة الاستيراد.
ب. أجرائ كشف الإشعاع للمواد الواردة من اليابان.
ت. كافة الرسوم التي يتطلبها إصدار الموافقات لإدخال المواد.

8. التأمين:
علي الطرف الثاني إخطار التأمين بموجب المصطلحات التجارية لسنة
ويجب أن يغطي التأمين الأخطار كافة (النور معيد)

(INCOTERMS 2010)
(Institute Cargo Clauses) Marine and land insurance including transit clause incorporating warehouse to warehouse clause with underwriters or insurance companies of good repute in the amount of One Hundred and ten percent 110 % of the goods value CIP MDOC warehouses, Iraq - Baghdad – Al-Rashidiya, Boob Al-Sham.

9. **Technical Catalogs :**
The Second party shall provide the following catalogs (Electronic & paper):
- a) Operation.
- b) Maintenance.
- c) Spare parts.

**Inspection Plan:**

(A) The second party shall submit a plan for the inspection of the materials to be ratified by the first Party and then to be complied with by the third party inspector (and before the third party inspector begins his work).

B - The location and time of the inspection performed by the third party inspector shall be determined within the inspection plan prepared by the supplier.

**Third Clause – First Party Obligations:**

1. The first party shall pay the Second party (..........................). in accordance with the terms hereunder for the Goods described in Annex (1) and through the irrevocable L/C,
2. Its formal obligations, for the first party to release the payments against clean documents presentation as mentioned in item (5/second clause) and according to the payment method as mentioned in item (3/third clause).

Issue import licensee of the goods to Iraq. And the necessary documents for material clearance in the entry point.

Payment method:

a. **Materials & Equipment**: with an amount of (...................). To be paid as follows:

1. Release (60%) of the materials & equipments amount against submitting of nonnegotiable clean shipping documents to the bank by the second party.

2. Release (30%) of the materials & equipments amount against receiving, checking and accepting the materials of each shipment in first party stores and the issuance of the certificate of initial acceptance of each shipment. And after completing the installation and commissioning.

3. Release (10%) of the materials & equipments amount against submitting an evidence of the tax exemption from the general commission for taxes. Also submission of an exemption from the ministry of labor and social affairs in Iraq. (The supplier should submit a copy of the tax ID that includes the tax number).

b. **Training**: Release (......................)after the completion of the training course against submitting a commercial invoice.

c. **Installation & Operation**: Release (......................)after the completion of this contractual Item.

d. The performance bond will be released after the end of the Warranty period mentioned in the Second Clause item 3 (b) and the issuance of final certificate.
Fourth Clause– General Provisions:

1 The Acknowledgement
   a) The second party, by signing this contract, acknowledge that
      this contract will be considered binding upon second party to
      fulfill his obligations, unless contrary agreement hold in whole
      or in parts by written approval issues from first party, or his
      authorized person to this amendment.
   b) As complete and full compensation for the carrying out by the
      Second party of all his obligations under this Contract, the
      First party will pay the Second party the Contract Price at the
      times and in the manner prescribed in the Contract.
   c) The Contract Price shall be a lump sum price and shall be
      final, binding and not subject to escalation or adjustment of
      any kind what so ever.

2 The Documentary Credit
   a) Irrevocable
   b) Not transferable
   c) Unconfirmed
   d) The L/C should be covered by U.C.P 2007 revision of I.C.C
      publication N° 600, opened by Trade Bank of Iraq (TBI),
      for the benefit of the second party payable with the
      payment method required for L/C amount and upon
      submission of the customary commercial documentation
      issued by the second party as indicated under (the
      second clause – item 5)of the Second Party Obligations
      above mentioned.
   e) L/C period: (12) months, which is extendable.

3 The L/C Charges and Fees
   a) The First Party should bear all charges and fees of
      opening the L/C inside Iraq.
   b) The second party should bear all charges and fees of
      opening the L/C in the Correspondent Bank and
      intermediary bank & any other charges except the

الإقرار

1. بعد توقيع الطرف الثاني على هذا العقد إقراراً منه بمضمونه والتزاماته. يلتزم ما لم يتم الاتفاق على خلاف ذلك ولم يمر اقرار التحريزي صادر من الطرف الأول أو من يخولها لأجراء التغيير المطلوب.

ب. يقوم الطرف الأول بدفع مستحقات الطرف الثاني عند تنفيذ التزاماته التعاقدية.

ت. يجب أن يكون مبلغ العقد المحدد تحت شروط العقد، إجمالياً ونهائياً وغير قابل للتصعيد والزيادة لأي سبب كان.

الاعتماد المستندى

أ. غير قابل للنقض

ب. غير قابل للتحويل

ت. غير معزز

thicp 2007 النسخة العامة

الاعة من غرفة التجارة الدولية (I.C.C) النسخة المرمية ( Hitch 2007)، ومعروفاً من قبل المصرف العراقي للتجارة - بغداد، لصالح الطرف الثاني بنص الدفع المثبت لمبلغ الاعتماد بعد تقديم الوثائق التحلية الصادرة من قبل الطرف الثاني المثبتة في (العدد الثاني - الفقرة 5) من التزامات الطرف الثاني أعلاه.

أ. مدة الاعتماد: (12) شهر قابلة للتمديد.

أ. مصاريف الاعتماد المستندى

ب. يتحمل الطرف الثانى أجر فتح الاعتماد المستندى لدى البنك المراسل و البنك الوسيط أو أي مصاريف متاحة أخرى عند تلك المذكورة في (أ) أعلاه.
The second party should bear all charges and fees for any amendment and any extending regarding the L/C in the TBI, the Correspondent Bank and intermediary bank and any other charges. The second party should bear all charges of the L/C confirmation inside & outside Iraq.

e) If the second party failed to fulfill his contractual obligations, he should pay all the bank charges.

**Liquidated Damages For Delay:**

a) The Second Party shall bear a daily penalty for each delaying date of delivery and will be deducted as mentioned in item (c) hereunder.

b) In case the second party delays to supply the goods within 25% of contract period (including extension periods) the first party has the right to terminate the contract and execute it on the account of the second party. The second party shall bear delay penalties that should not exceed 15% of total value of contract.

C) Liquidated Damages For Delay will be deducted as follows as:

\[
\text{Contract value} \times \frac{\text{Contract period (days) + Added periods}}{2} \times 15 = \text{penalty per day}
\]

- **C/2 : Delay of a part of the contract Goods:**
  - C/2/a : In case of delayed of the Essential Items of the Goods, the liquidate will be deducted as in C/1.
  - C/2/b : Liquidated Damages For Delay for the Not Essential Items of the Goods will be deducted as follows:
Delayed Items  value  
\[
\text{Contract period (days)} + \text{Added periods} 
\]
\[
\times \%15 = \text{penalty per day}
\]
c) Delay due to causes by force majeure will not be liable to penalties provided that such causes have been immediately notified by the second party through fax, telex, e-mail or registered mail and approved by the first party.
d) The payment or deduction of such penalty shall not relieve the Second party from his obligation to complete the Works, or from any other of his obligations and liabilities under the Contract.

5 Extension the contract Period:
A written request should be submitted by the second party to the first party during (15) days from the date of the convincing reason, first party has the right to reject this extension or accept it within 15 days.

6 Amendment of the Contract:

a) Changing the Laws: if the Iraqi Laws changed, then this contract will be amended.
b) Amicability: this contract may be mended after a written agreement between the two parties.

7 Entire Agreement:
This Contract constitutes the entire agreement between the Parties with respect to its subject matter.

8 Loading and Delivery Instructions:
A. Delivery instructions shall be governed by and construed in accordance with the provisions of "INCOTERMS 2010" 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


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be enclosed within the package.
B. The goods should not be loaded on deck.
C. Packages containing the materials should be marked with the appropriate item numbers indicated in the quotation. The packing must be according to the nature of the goods and the means of transportation in conformity with internationally accepted norms and standards.

Shipped materials should be as follows:
1. The goods entering Iraq should be in the name of our company.
2. It should be clearly and prominently written on every piece of imported good, the phrase (Midland Oil Company)
3. It should be written on the imported good that they are not for sale and are exempt from customs fees.

Confidentiality
Any contract signed by first party shall be treated as confidential, in particular the second party shall not make use of the first party name or (the names of any companies associated therewith) for publicity purposes without a prior written approval of the first party.

Assignment and subcontracting
The second party shall not assign this contract to any other party.

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 for the time of the delay caused by such force majeure. The affected party should inform the other party within (7 days) by world communications, and by the agreement of both parties. The current security situation in Iraq should not be an excuse to withdraw or lag from implementing the contractual obligations.
The Law:
This contract subject to the following laws and regulations:
A. Related Iraqi laws.
B. Instructions of implementing the governmental contracts no. (2) Of (2014) & the regulations attached to it, any superseding instructions and or any amendments thereto.
C. This contract subjects to governmental debts obtained rule No. 56 of 1977 or any superseding Law.
D. If any part of this contract not meet with above mentioned Laws& the Regulations, the Laws& the regulations will be prevail.

Settlement of Arbitration and the Courts:
Arbitration settlement of contract should be hold under one of the following ways:
A. Amicability: By forming a joint committee between disputable parties, both the first party and the second party, to study the subject and agree on mutual understanding treatments according to valid laws and regulations regards dispute subject
B. Courts: Submit the dispute to the special court to issue the decision about the subject. The procedural law that settles this disputation should be taken into consideration according to Iraqi rules or any other rules hold place with respect to contract’s subject exclusively, and courts of Baghdad - Republic of Iraq shall do that.

Breaching the Contract
If the second party breached his contractual obligations the following proceedings against him after notifying him: without a need for court warning:
A. The performance bond will be sequestered.
B) Executing the contract by another party on the Second Party’s account without need for judicial judgment or to judicial warning. The liquidation of the Second Party’s expense and debt claim, if

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any, will be sequestered.
C. In case that the contract awarded to another party, the Second Party should bear the difference between the allowances and the liquidated damages for delay.

16 Ultimatum
In case that the first party rejects the supplied goods by the second party or the second party failed to fulfill the contract, the first party should be warned the second party, in written to solve the problem within (15) fifteen days, otherwise (The fourth clause_item 14 of the contract) should be applied.

17 Termination:
A. For default: In case of breaching any of the contracts' conditions including a failure to execute the work by the due date, then first party may unconditionally terminate this contract.
B. The first party reserves the right to cancel this contract without prior notification or court order if executing the contract is not fulfilled within the period specified for this contract or in the event of any breach of any of the conditions of this contract or the extension of contract's period is not accepted by first party also, the second party has no right to cancel this contract in whole or in part unless getting a written approval from first party or whoever represent it.
C. For convenience: This contract may be terminated at any time according to a written agreement between the two parties.

18 Correspondences and Notes
Notice shall be deemed to have been received and effective:
A. If delivered by hand at the time of delivery;
B. If sent by facsimile - at the time to the addressee appears at the foot of such facsimile;
C. If sent by mail or email or recorded delivery - at the time of
receipt by the addressee of such delivery.

All Correspondences and Notes between the Contract Parties that related to this contract shall sent to the following addresses:

**First Party**
- **Full legal name:** Midland Oil Company (MdOC), State Company
- **Postal address:** Boob Al-Sham, Al-Rashediya, Baghdad, Republic of Iraq.
- **Telephone N°:** 00964 07270000075
- **Fax N°:** (V.SAT): 3510
- **E-mail:** mdoc.dg@mdoc.oil.gov.iq
- **Web:** http://mdoc.oil.gov.iq
- **Attention:** General Manager

**Second Party**
- **Full legal name:**
- **Postal address:**
- **Telephone N°:**
- **Fax N°:**
- **E-mail:**
- **Web:**

**Second Party Bank Name & Address:**
- **Full legal name:**
- **Postal address:**
- **Telephone & FAX No.:**
IBAN :
Web: 
Account No. 
SWIFT No 
18 Country Of Origin : Iraq-Baghdad- MdOC.SOM.............................. 
                             Midland Oil Company MdOC( State Company) 
19 Shipping Marks: 

20 Partial Shipment: Allowed 

21 Port & Route 
Of Shipment: 

22 Entry Point To 
Iraq: 

23 Delivery Point: First Party's warehouse, Boob Al-Sham, Al- 
Rashidya, Baghdad, Iraq. 

24 Transshipment: allowed 

الرمز الدولي الأمن للمصرف - 
الموقع الإلكتروني: 
رقم الحساب: 
رقم سويفت: 
بلد المنتشأ: 
علامات الشحن: 
الشحن الجزئي: 
ميناء وطريق الشحن: 
نقطة دخول المواد إلى العراق: 
مخاطر الطرف الأول – بوب الشام – الراشديا – بغداد – العراق 
نقطة التسليم: 
تعدد وسائط النقل 
مسوحم
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This Contract have been ratified by and on behalf of Legal Department – MdOC
Annex (1)
Description of Goods (The Technical and Commercial Offer)

The technical specifications and prices of all the materials, equipment, tools and services under this contract have been adopted according to the technical & commercial offers, submitted by the second Party for the tender ,........................ that approved by the First Party.
1. Performance Guarantee

The bank shall fill out this form by the request of the winning bidder according to the instructions mentioned between the brackets.

Date: [Insert date (day, month, year) to deliver the bid]
Name and number of the national competitive bid: [Insert name and number of the bid]
Insert the name of bank and branch address or issuing office] Beneficiary: [Insert the official name and address of the buyer] Good Performance Guarantee No.: [Insert the number]

We have been notified that [Insert the name of supplier] (called hereinafter as "the Supplier") has concluded the contract No. [Insert Bid Number] dated with you, to supply [Insert the description of the commodities and services related thereto] (called hereinafter as "the Contract")

Accordingly, we understand, according to contract conditions, that the good performance guarantee is required.

At the request of the supplier, we, commit to pay any amount(s) not exceeding in total the amount of [Insert the amount in figures] ([Insert the amount in writing]) 8 Iraqi Dinars, immediately after we have received from you the first written request accompanied by an affidavit stating that the supplier has violated his obligation(s) under the contract, without the need from you to confirm or clarify the base of your request or the amount specified therein.

This guarantee shall expire after [insert number] days of [insert month] [insert year]; therefore, any payment order, under this guarantee, we shall receive it on that date or before.

This guarantee is subject to the unified laws of claiming guarantees, and the publications of the International Chamber of Commerce under No. 458, excluding sub Paragraph (2) of the sub-文章20(A) which has been deleted herein.

The signature(s) of the authorized representative(s) of the bank[

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We have been notified that [Insert the name of supplier] (called hereinafter as "the Supplier") has concluded the contract No. [Insert Bid Number] dated with you, to supply [Insert the description of the commodities and services related thereto] (called hereinafter as "the Contract")

Accordingly, we understand, according to the contract conditions, that the performance guarantee is required.

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This guarantee shall expire after [insert number] days of [insert month] [insert year]; therefore, any payment order, under this guarantee, we shall receive it on that date or before.

This guarantee is subject to the unified laws of claiming guarantees, and the publications of the International Chamber of Commerce under No. 458, excluding sub Paragraph (2) of the sub-article 20(A) which has been deleted herein.

The signature(s) of the authorized representative(s) of the bank[1]
The bank will insert the amount specified in the special conditions of the contract in the unit that was described in the special conditions of the contract.

The dates specified according to Para (17-4) of the general conditions of the contract, taking into consideration any obligations in the guarantee by the supplier according to Para (15-2) of the general conditions of the contract that are required to be provided in a partial good performance guarantee. The buyer shall be aware that in case of extending the expiry date of contract, the buyer will need to request an extension for this guarantee from the guarantor. The request shall be in writing and before the expiry date prescribed in the guarantee. Upon the preparation of this guarantee, the buyer may deem proper to add the following text to the form, at the end of the Paragraph before the last: "The guarantor accepts to extend this guarantee for one time and for a period not exceeding [six months] [one year], in response to the written request of the buyer for such extension, provided that such request shall be submitted to the guarantor before the expiry of guarantee.