

**The Ministry of Higher Education
and Scientific Research
Government Contracts Department**

Sub./ Announcement(first time)

The Ministry of Higher Education and Scientific Research, in cooperation with the National Investment Authority, is pleased to announce its desire to present the Student Sports Club project as an investment opportunity. The object is in Baghdad / Al-Sulaikh. Under to the plans, designs and the quantities tables prepared by Thomas Livador Spanish company according to FIFA standards ,on piece of land about (28) acres that equal (70000 m2) which described in the instructions , conditions and documents required for the bidders . so for those wishing to participate in the competition mentioned above should be from Companies or Contractors whose or have the desire to review the headquarters Ministry of Higher Education and Scientific Research / Government Contracts Department , In the building of the Ministry's center near the General Passports Department to get all the documents of competition and the conditions of participation there in , The bidder who win the competition shall bears the advertising fees , The offer shall be presented in a closed sealed envelope containing the name of the competition, its number, date, name of the bidder, address and telephone number on the envelope with note that the last day to accept the offers at 12:00 pm (8/10/2017) and neglect bids that do not conforms for the conditions .

the Ministry has the right to cancel the competition without the bidders have the right to claim any compensation.

All applicants must submit their bids at the Ministry of Higher Education and Scientific Research / Government Contracts Department. For more information about the required documents and general conditions, visit the website of the Ministry of Higher Education and Scientific Research(www.moheer.gov.iq) and also the website of the general authority of investment . on midday (12pm.) on Sunday (1/10/2017) at the headquarters of the government contracts department in the ministry to hold the meeting to answer the questions of the competition participants.

Government Contracts Department

Ministry of Higher Education and Scientific Research / Government Contracts
Department

Student Sports Club Investment Project

First: Submission Form

Project name..

Sir :

We ..

Our office located ...

After we visited the location and had gotten all the necessary information ,we studied carefully instructions to the bidders and all other competition documents we are representing our investment offer to implement the project according to the terms , specifications and other competition documents so we pledge to attend during the period specified in the instructions to sign the form of the investment contract, otherwise we will consider disclaimer of contract and you can taking legal procedures in accordance with the in force laws and regulations without need for warning or taking any other legal step. So we also ensure the validity of issuance of the above information and documents provided by us in this offer. We will bear all the legal responsibility If it appears otherwise and for which I occurred.

Signature :

The name :

Address :

Instructions and conditions for offers of the investment student club project

- 1– Providing documents showing the financial status and capital of the investors and providing an approved final account according to the law for the last three years. As regards the foreign investor must providing the fundamental documents that prove their financial efficiency are certified and sealed by the Iraqi embassy or the Iraqi commercial annexes in the country of the investor.
2. Investor's identity shall be valid and subject to the validity of issuance .
- 3 – providing establishment contract with the establishment certificate of and the year of establishment the company or investment institution and will be subject to the validity of issuance .
- 4 – Presenting (C.V) of the applicant for the investment project with a full description of their staff (engineering and technical staff) and full-time and part-time specialists in the domain specialization with a description of their work and specialty and authorizations to review and sign.
- 5– Presenting list of similar works carried out inside and outside Iraq (if any), which the investor has implemented and approved by an official party, indicating the address of the bodies and departments with which work has been carried out or carrying out works for its account and subject to the validity of issuance other wise will not reliable
- 6 – A letter of clearance from the General tax Authority for effective for the last year is titled to the Ministry of Higher Education and Scientific Research / Department of Finance and is subject to the validity of the issuance (ruling for Iraqi companies and companies with branches in Iraq) in addition to a letter of no objection to participate in the competition from general tax authority .
- 7– Presenting the official papers proving the withholding of the ration card shall be submitted by the authorized director (for the Iraqi investor only).
- 8 – to exclude any offer does not contain the documents governing the offer and it not allowed to complete after the closing date.

9 – Submission of any books of thanks and appreciation obtained by the investor or his company certified by the authorized bodies.

10 – The date of the conference to answer the questions of applicants about their offers for the investment project will be Sunday, 1/10/2017

11– The language used in filling out the tender papers is the Arabic language and in the case of receiving a presentation in Arabic and English based on the Arabic language.

12 – The implementation shall be in accordance with the drawings, specifications and schedules of quantities prepared by the Spanish company Thomas Livador.

13– The investment contract shall be signed within two weeks from the date of the assignment.

14– The work includes the processing of materials and equipment for implementation.

15– The materials used for implementation shall be subject to laboratory tests and the results shall be submitted in accordance with the controls of the National Center for Structural Laboratories and the investor shall bear the cost of the laboratory tests.

16– The investor shall bear all the responsibilities resulting from the execution of the work and the methods of implementation used and the continuation of the work according to the following:

A. All technical specifications required for work.

B. All works subject to measure .

C. All failed materials in the laboratory tests are subject to re–examination in case the supervising engineer is not satisfied with the results of the examination and the investor will bear the cost of conducting such tests and in the case of failure to be lifted from the workplace.

(D) The certificate of origin of all import materials shall be subject to the validity of the issuance and no material shall be accepted unless its goodness has been verified.

17 – The obligation to sign and seal the offer form and the form of required documents and instructions to the bidders and all the schedules of quantities and any data required to sign and stamp it.

18– Not accepting any reservations presenting by bidders and if any it will be neglected.

19 – The opening of the offers will be at the headquarters of the Ministry of Higher Education and Scientific Research / Department of Government Contracts on Sunday, 01/10/2017.

20 – The total period of completion of the work is proposed by the investor in his offer (and considered as competitive paragraph) with the proposal of programming the stages of completion of the implementation of the project.

21– delay period of implementation must not exceed 15% of the period proposed by the investor (plus any additional periods granted if any), taking inconsideration account the periods of pause granted for positive reasons and in case of exceeding that period the ministry withdraw the project from the investor and will reserve any machines , equipment and Materials within the project as well as the confiscation of letters of guarantee and primary insurance and re-advertising of the project.

22– the amount of delay penalties is determined by the commercial offer and period of implementation that represented by investor , the National Investment Authority will determined them within investment license.

23– any offers received by electronic or normal mail will be unacceptable and should be received to the ministry of higher education and scientific research /Department of Government Contracts location.

24 – The period of submission of objections to the non-winning competitors within two weeks from the date of referral to the investor winning the project.

25– Offers shall remain valid and binding for their suppliers for a period not less than (90) days from the closing date.

26– The Ministry has the right to cancel the competition for the project before the referral without compensation to the bidders and only letters of guarantee are returned.

- 27– Any work shall be carried out only with a written notice from the supervising engineer.
- 28– No stage of work shall be deemed to have been completed without the approval of the resident engineer's department.
- 29– Offers based on reduction of a percentage or lump sum shall be excluded from any other offers made in competition.
- 30– The debt resulting from this project shall be collected according to the Government Debt Collection Law No. (56) of 1977.
- 31– No negotiations shall be conducted on the prices offered by the competitors at any stage of the competition.
- 32– The address of the investor confirmed by the Ministry upon receipt of the competition documents shall be valid for correspondence purposes. The applicant shall specify a title for the purposes of legal communications in the event of the competition assignment , an e–mail statement and the name and address of the responsible person for following up the inquiries concerning the offer.
- 33– Business insurance for all risks and according to current the instructions and the controls are submitted after the referral and before signing the contract.
- 34– The bidder shall not delete or scrape any provision of competition documents.
- 35– Bid and duration prices shall be recorded in a number and in writing.
- 36– If the price and the terms provided vary between the number and the writing, the proof shall be relied upon in writing.
- 37– In the case of the participation of more than one applicant for the project (a consortium of companies or others), their liability shall be a solidarity, provided that the contract of participation is duly authenticated by law and shall be within the offer submitted by them.
- 38– The winning investor shall bear the costs of appointing the implementation consultant appointed by the Ministry, provided that the cost of his contract does not exceed 5% of the cost of project executing.

39- The ways that adopted for the calculation of the comparison ratios for purpose of assignment shall be as follows:

- ⊖ Technical qualifications and investor staff = 10%
- ⊖ Similar business = 10%
- ⊖ Financial efficiency and closing accounts = 30%
- ⊖ Financial offer value and investment period = 35%
- ⊖ period of time for work's completion = 15%.

40- The applicant may not submit more than one offer of the project.

41- If a paragraph or paragraphs for which a price has not been recorded appears in the offer, its price shall be considered as a part of the total price of the offer.

42- Provide a time and technical platform for the period of investment which includes the following:

- * The duration of the implementation of a project.
- * The total period of the investment.
- * The working hours of the project within the periods mentioned in (a) and (b) above.

(D) The obstacles and difficulties that the investor may face during the implementation of his obligations during the above periods and the solutions proposed by him.

43- The Ministry shall open accounting records for the purpose of recording the amounts of expenditure, income, etc. of the project in coordination with the investor, and shall be authorized to review these amounts periodically and whenever required under the terms of the investment contract.

44- Removal of rubbles and waste after the execution of the implementation and the Ministry does not bear the cost of it.

45- The investor shall bear the full costs of linking the project with the points of linking the infrastructure services of that project by the main networks, and the Ministry shall not bear the cost of such.

46- the examination of the importing equipment shall be determined by the governmental entity which it has right to accept or reject such devices based on the

examination certificate which submitted by the examining entity, The cost of such inspection shall be borne by the investor .

47- Originators and manufacturers of import materials shall be in accordance with the specifications of those materials prepared by the designed company.

48- The ownership of designs, drawings, bill of quantities and any documents relating to the project shall belong to the Ministry. The winning investor shall not exploit them for any other purpose whatsoever, regardless of the reasons and in any manner whatsoever, and shall bear all legal liability if otherwise indicated.

49-Removal of the old stadium and all its facilities and removal of the ruins outside the site and bear the cost of the investor as well as the cost of treatment or remove the symptoms that occur during the work.

50 - Processing and furnishing the Resident Engineer Department of the project.

51- The Ministry's share of the revenues shall be at least 20% of the total revenue and shall be collected regularly and in excess of the percentage provided by the investor within its investment offer, within the points of comparison and assignment (as additional points) up to 5% .

52- To reduce subscriptions to the membership of the club for employees of the center of the ministry and that the proportionality within the points of comparison and assignment (as additional points).

53- The investor shall bear the cost of providing an alternative playground for the members of the student club until project's fulfillment.

54- The participation for members of the Sports Club and their families shall be free and shall do their sports activities without charge and freely.

55- The investor should provide an integrated economic feasibility study on the project investment.

56-the investment period starts from the date of assignment .

57- project's contents belongs to the ministry after the end of investment period.

58- the investor bears the maintenance's fees of the project.

59- the investor bears the guardedness fees of the project .

Project Information

the site of the project is located in the city of Baghdad / Sulaikh on a land area of about (28) acres, equivalent to (70000 m²) 70 thousand square meters dedicated to the Ministry of Higher Education and Scientific Research / Student Club sports and consists of the following:

- 1- A half-closed stadium with a capacity of (25350) spectators.
- 2-multi-function outdoor games hall.
- 3- multi-function inside closed hall.
- 4- hotel five stars that consist of (15) floor.
- 5- parking.
- 5- several other activities.

Details of the project's activities can be found through the designs and specifications accompanying these instructions.