



PetroChina International Iraq FZE Iraq Branch

شركة بتروشاينا انترناشيونال م.م. ح فرع العراق

Tender Announcement

Tenders by: PetroChina International Iraq FZE Iraq Branch ("PetroChina"), Operator at Halfaya Oil Field (about 35km southeast of Amarah city) in Iraq, PetroChina is assigned the operator in the consortium, alongside partners TOTAL E&P Iraq PETRONAS Carigali Sdn. Bhd. and the State Partner South Oil Company to develop Halfaya Oil field under contract (DPSC) with Missan Oil Company.

The Announced Tender are listed below:

Tender Title		Tender No
1	Provision of Additional Grass & Irrigation System in front of OCC Building	.HFY-CON/HFO0305-0329
Bidding collection period	From 8:00 am on 18 th November 2012 to 4:00 pm on 3 rd December 2012	
Bid Collection fee	USD 100.00	
Contact Email	halfaya_procurement@petrochina-hfy.com	

2. QUALIFICATIONS AND DOCUMENTS REQUIRED FOR ITB PACKAGE REQUEST:

- 2.1) Filled ITB Package Request Form.
- 2.2) ITB request fees receipt.
- 2.3) Copy of Certificate of Incorporation.
- 2.4) Copy of Certificate of Contracting/Trade.
- 2.5) Original Power of Attorney to whom ITB package will be issued. This Power of Attorney must be signed by the legal representative of the interested comp

3. CONTACT INFORMATION:

All interested companies, shall submit all the required documents to given email address or to PetroChina Amarah Office.

Contact : Dept. of Contracts, Procurement & Logistics
PetroChina International Iraq FZE Iraq Branch.

Address : PetroChina Base Camp, Kahla'a,
Missan Governorate,

إعلان عن مناقصة

الجهة المعلنة : شركة بتروشاينا انترناشيونال م.م. ح فرع العراق ("شركة بتروشاينا") المنفذة لمشروع حقل نفط الحلفاية (الذي يبعد 35 كم للجنوب الشرقي من مدينة العمارة) في العراق، وقد اختيرت شركة بتروشاينا لتكون بمثابة المنفذ مع شركائها شركة توتال وشركة بتروناس وشريكهم الحكومي شركة نفط الجنوب لتنفيذ المشروع المذكور أعلاه تحت العقد الموقع مع شركة نفط ميسان .

المناقصة المراد الإعلان عنها مدرجة أدناه:

رقم المناقصة	عنوان المناقصة
.HFY-CON/HFO0305-0329	1 تجهيز وتنفيذ ثيل اضافي و منظومة ري اضافيه
من الساعة 8:00 صباحاً من يوم 31 تشرين الثاني 2012 ولغاية الساعة 4:00 مساءً من يوم 3 كانون الاول 2012	فترة استلام العطاءات
100 دولار امريكي	رسوم المشاركة بالمناقصة
halfaya_procurement@petrochina-hfy.com	البريد الالكتروني

2. المؤهلات و الوثائق المطلوبة للمشاركة بالمناقصة:

- 1-2) ملء إستمارة طلب الدعوة للمشاركة بتقديم العطاء.
- 2-2) وصل استلام رسوم الطلب من قبل البنك.
- 3-2) نسخة من شهادة تأسيس الشركة.
- 4-2) نسخة من شهادة التعاقد/ التجارة.
- 5-2) كتاب تخويل للشخص المخول بأستلام كراسة العطاء و يجب أن يكون الكتاب موقع من قبل ممثل الشركة القانوني (المدير المفوض).

3. معلومات الاتصال:

على جميع الشركات المهتمة بالتقديم ، تقديم كافة الوثائق المطلوبة الى الايميل الالكتروني اعلاه او الى مكتب بتروجاينا في العمارة.
الاتصال: قسم التعاقد، المشتريات و الدعم اللوجستي ، شركة بتروشاينا انترناشيونال م.م. ح فرع العراق .
العنوان: مخيم شركة بتروشاينا، قضاء الكحلاء، محافظة ميسان، العراق.

PETROCHINA INTERNATIONAL IRAQ FZE IRAQ BRANCH



INVITATION TO BID DOCUMENT

FOR

TENDER NO. HFY-CON/HFO0305-0329

**PROVISION OF ADDITIONAL GRASS & IRRIGATION SYSTEM IN
FRONT OF OCC BUILDING**

GENERAL TABLE OF CONTENT

ITB DOCUMENT

- INSTRUCTIONS & INFORMATION TO BIDDER	FORM A
- LETTER OF CONFIRMATION TO SUBMIT BID OR NOT	FORM B
- PROPOSAL FORM	FORM C
- BIDDERS EXCEPTION TO CONTRACT AND EXHIBITS	FORM D
- TECHNICAL PROPOSAL FORM	FORM E
- COMMERCIAL PROPOSAL FORM	FORM F
- PROFORMA AGREEMENT	
- EXHIBITS	

FORM A
INSTRUCTIONS AND INFORMATION TO BIDDER

FORM A

INSTRUCTIONS AND INFORMATION TO BIDDER

TENDER NO. HFY-CON/HFO0305-0329

**PROVISION OF ADDITIONAL GRASS & IRRIGATION SYSTEM IN FRONT OF OCC
BUILDING**

TABLE OF CONTENT

SECTION	SUBJECT
A-1.0	INTRODUCTION
A-2.0	INTENTION TO BID
A-3.0	PRICE QUOTATIONS
A-4.0	AGREEMENT EXCEPTIONS
A-5.0	TAXES AND DUTIES
A-6.0	PROPOSAL FORMAT
A-7.0	TECHNICAL & COMMERCIAL PROPOSALS
A-8.0	SUBMISSION OF PROPOSALS
A-9.0	ACCEPTANCE

A-1.0 INTRODUCTION

A-1.1 PetroChina International Iraq FZE Iraq Branch (hereinafter referred to as "PetroChina"), is hereby soliciting competitive bid proposals for the Provision of Additional Grass & Irrigation System in front of OCC Building.

The scope of work now referred to as "Work" and details on requirements are specified in the Agreement Form and its Exhibits. Please study these carefully.

A-1.2 In order for PetroChina to fully assess the relative merits of each bid, Bidder is requested to furnish PetroChina with any and all relevant and complete information as set forth in this Form A.

A-1.3 Bidder is urged to comply strictly with each and every one of the provisions of this Bid Documents and must submit Bidder's proposal strictly in accordance with the terms of the Bid Documents which consist of the following: -

- INSTRUCTIONS & INFORMATION TO BIDDER FORM A
- LETTER OF CONFIRMATION TO SUBMIT BID OR NOT FORM B
- PROPOSAL FORM FORM C
- BIDDERS EXCEPTION TO AGREEMENT FORM AND EXHIBIT FORM D
- TECHNICAL PROPOSAL FORM FORM E
- COMMERCIAL PROPOSAL FORM FORM F

A-1.4 PetroChina will accept any proposals made jointly by two or more Bidder who wish to combine their resources in order to maximize economies of scale for PetroChina. The joint effort could be made in the form of Joint Venture, partnership or any other classifications it may be. However, PetroChina will not accept and will **disqualify** any Bidder who submit more than one proposal.

A-1.5 As a base case, Bidder's proposal shall be in full conformity with the requirements as set out in this Bid Document. Nothing shall be deemed to change or supplement this basis except revisions to the Bid Documents issued to all Bidders in writing by PetroChina as NOTICE(s) to Bidders. If Bidder wishes to present alternatives, Bidder may do so only after having duly complied with the requirements of this Bid Document as its primary bid.

A-1.7 Bid Proposal shall be binding for a period of 90 calendar days from the Bid Closing Date December 3, 2012.

A-1.9 All Bid Proposal must be signed and certified by an officer duly authorized by Bidder.

A-1.10 Any amendments appearing in the Bid Proposal must be signed or initialized by the Bidder's authorized officer.

A-2.0 INTENTION TO BID

A-2.1 Bidder is requested to check the Bid Documents upon receipt and to advise PetroChina IF THERE IS ANY OMISSION OR PAGES MISSING.

A-2.2 **Bidder is advised to confirm within three (3) days upon receipt of Bid Documents the followings:-**

- Bidders intention or not to submit proposal by returning a duly completed Form B.
- Address and name of representative to whom PetroChina shall address all communications.

A-2.3 Bidder is required to confirm Bidder's understanding of the Bid Documents and agreement to bid by executing the Proposal Form as per FORM C, to be submitted together with the Bid Proposal. The Proposal Form must be signed by an officer duly authorized by Bidder without any changes to the form.

A-2.4 Should Bidder decline to submit a proposal, Bidder shall state in writing the reasons for declining to submit a proposal. Bidder is required to promptly return all Bid Documents to PetroChina and, in all such cases, this shall be done not later than the Bid Closing Date.

The Bid Documents returned shall be forwarded to the address given in Section A-8.4 and the following shall be clearly marked on the cover/envelope:

- 1) DECLINE TO BID - DOCUMENT RETURNED
- 2) TENDER (Number and Title)
- 3) Bidder's Name

A-3.0 QUOTATIONS

A-3.1 Bid rates proposed by Bidder shall be quoted in United States Dollars only and shall be firm throughout the duration of the Agreement.

A-3.2 Price quoted shall prevail throughout the duration of this Agreement and shall not be subject to revision by reason of cost escalation nor currency fluctuation.

A-3.3 COMMERCIAL PROPOSAL FORM must be entirely completed by Bidder as required. Every page of COMMERCIAL PROPOSAL FORM must be stamped by Bidder's official company logo and properly initialed by Bidder's authorized officer.

A-3.4 Payments under the terms of this Agreement shall be in accordance with the relevant Article of the Agreement.

A-4.0 AGREEMENT EXCEPTIONS

A-4.1 If Bidder has any change that is considered of mutual benefit or if there is any exception to the terms and conditions of the Agreement or any other part of the Bid Document, Bidder must state the changes or exceptions proposed by using the format in FORM D and giving specific reasons thereof. Bidder must indicate clearly the effect, if any, these changes or exceptions may have on Bidder's quotation and work schedule if the changes or exceptions are rejected by PetroChina.

Bidder shall ensure that Bidder's base quotation excludes such change(s) or exception(s).

- A-4.2 Change(s) or exception(s) to the Agreement expressed after the closing date of the bid will not be entertained.
- A-4.3 PetroChina reserves the right to accept or reject any or all of the proposed change(s) or exception(s). PetroChina will review each change or exception on a case-by-case basis.
- A-4.4 Bidder shall quote the firm amount (unit rate) by which the Agreement value "Price" will be adjusted (either up or down) in the FORM D should Bidder's proposed changes or exception(s) be rejected by PetroChina.
- A-4.5 If Bidder cannot accept PetroChina's wording at any price, and is willing to take risk having its Bid Proposal rejected on this basis, then Bidder must make the following statement under the "CHANGE IN BID PRICE" column in FORM D:

"FIRM - Will not accept PetroChina's wording at any price".

A-5.0 TAXES AND DUTIES

- A-5.1 Bidder is responsible to seek clarification through their tax advisor on the applicability of those provisions prior to submitting the proposal.

A-6.0 PROPOSAL FORMAT

- A-6.1 Bidder must submit its proposal in **two (2)** separate sealed packages;

- 1) the "TECHNICAL PROPOSAL", and
- 2) the "COMMERCIAL PROPOSAL",

Which must be in accordance with the formats stated in Sections A-7.1 & A-7.2 hereinafter.

- A-6.2 Bidder must ensure that the "TECHNICAL PROPOSAL" does not contain any pricing or cost quotations. Failure to comply with these instructions will render Bidder's proposal invalid and rejected from further consideration.

A-7.0 TECHNICAL & COMMERCIAL PROPOSAL

A-7.1 TECHNICAL PROPOSAL PACKAGE

Bidder must submit a complete and detailed listing of all exception taken to the Bid Documents (Agreement Form and Exhibits) in the format provided in FORM D, including the exceptions for both the TECHNICAL PROPOSAL and the COMMERCIAL PROPOSAL.

The following instructions must be observed:

- 1) Complete new proposed wording must be provided for each exception (i.e. complete sentences with no reference to deletion or insertion of words).
- 2) No prices or cost quotations are to be shown for the exceptions submitted in the TECHNICAL PROPOSAL. Exceptions with cost implication must be marked with an asterisk (*).

A-7.2 COMMERCIAL PROPOSAL PACKAGE

Bidder must submit a complete and detailed listing of only the exceptions that have cost and/or schedule impact in the format provided in FORM D.

A-8.0 SUBMISSION OF PROPOSAL

A-8.1 Bidder shall submit their Technical and Commercial Packages mentioned above in one (1) bound original for the technical proposal and (2) bound original sets for the commercial proposals plus two (2) bound photocopy set of each. In the event of discrepancy between the original set and the copies, the original shall prevail.

A-8.2 The original sets must be stamped with the words "ORIGINAL COMMERCIAL" or "ORIGINAL TECHNICAL" on every page of the respective package. Similarly, the photocopy sets must be stamped with the words "COPY COMMERCIAL" or "COPY TECHNICAL" on every page of the photocopy sets.

A-8.3 Bidder shall properly wrap and seal the original set plus photocopy set of Technical Proposal Package in one envelope, and the original set plus photocopy set of Commercial Proposal Package in another envelope. Each sealed envelope shall also be labelled properly with the words "TECHNICAL PROPOSAL" or "COMMERCIAL PROPOSAL" as appropriate, including the Bidder's name and address, and this Tender number and title.

Bidder shall ensure Technical Proposal does not contain any Commercial Proposal or Rates. Technical Proposal with Commercial information will be disqualified from further consideration.

A-8.4 Bidder shall submit their above-mentioned proposals to the following address:

1) Iraq Office:

CPL Department,
Office No. Room 105, PetroChina,
Halfaya Base Camp, Kahla'a ,Missan Governorate,
the Republic of Iraq

2) UAE Office:

PetroChina International Iraq FZE Iraq Branch
c/o PetroChina halfaya FZ-LLC
Attn: TC Secretary Contracts, Procurement and Logistics Department,
Address: P.O. Box: 500486, Office No. A 409, 4th Floor, Building No. 10, Dubai
Internet City, Dubai, UAE
Fax : +971 04 4404190
Email : Halfaya_procurement@petrochina-hfy.com

NOTE: CONTRACTOR MUST ENSURE EACH ENVELOPE SUBMITTED ARE CLEARLY MARKED WITH BIDDER'S NAME AND DETAILS OF THE CONTENT FOR EASY REFERENCE AND IDENTIFICATION.

- A-8.5 Responsibility for timely delivery of the proposal to the correct address rests fully with Bidder. PetroChina does not accept late bids. Delivery to the wrong address shall not be an excuse for late delivery.
- A-8.6 Bidder must ensure that the proposal is delivered to the address given in Clause 8.4 above not later than **the time and date specified in the ITB covering letter**. In case the specified bid closing day happens to be a holiday, the next working day shall be the closing day.
- A-8.7 All communications/correspondence with regard to bid preparation/clarification and submission of all proposals shall be made in writing (English) to the address specified under Clause 8.4 above.
- A-8.8 All correspondences with regard to bid clarifications shall be in writing and must indicate the tender number and title and sent to the address given in Clause 8.4.
- A-8.9 Bidder is strongly advised to deliver the proposal by hand in order to assure timely receipt by PetroChina. If Bidder elects to mail the proposal, Bidder is advised to use a fast and reliable delivery service (e.g., courier). Bidder should advise PetroChina by fax the date and details of the delivery services.
- A-8.10 Failure of Bidder to comply with any of the instructions under this Submission of Proposals Section shall render Bidder's proposal(s) invalid.

A-9.0 ACCEPTANCE

- A-9.1 PetroChina may, at its option, reject all bids received or may accept any bid which, in PetroChina's sole judgment, is the most advantageous to PetroChina. PetroChina reserves the right to accept or reject all or part of the proposal at PetroChina's discretion and will be under no obligation to explain the reasons thereof.
- A-9.2 PetroChina shall not be deemed to have accepted all or any parts of a proposal unless and until written acceptance is issued.
- A-9.3 The successful Bidder will be invited to enter into an agreement with PetroChina (reference is made to the Agreement Form of the Bid Document). Prior to such an invitation, PetroChina may send the successful Bidder a letter or telex of intent.
- A-9.4 All correspondence to PetroChina and bid submission MUST be in English. Submission in other language(s) will be deemed as non-compliance to bid submission requirement and will be disqualify from further consideration.
- A-9.5 PetroChina may at its own discretion spilt the Agreement to more than one bidder at its own discretion and will be under no obligation to explain the reasons thereof.

END OF FORM A

FORM B

LETTER OF CONFIRMATION TO SUBMIT BID

FORM B

LETTER OF CONFIRMATION TO SUBMIT BID

Date :

To : PetroChina International Iraq FZE Iraq Branch
c/o PetroChina Halfaya FZ-LLC
TC Secretary
CPL Department, PetroChina
Fax : +971 04 4404190
Email : Halfaya_procurement@petrochina-hfy.com,
Address : P.O. Box: 500486, Office No. A 409, 4th Floor, Building
No. 10, Dubai Internet City, Dubai, UAE

Dear Sirs,

Tender No. : HFY-CON/HFO0305-0329
Tender title : Provision of Additional Grass & Irrigation System in front of OCC Building

We, the undersigned, certify that we have received, read and understood the subject Invitation to Bid Document for the Agreement for the Provision of Provision of Additional Grass & Irrigation System in front of OCC Building.

We acknowledge that we have thoroughly reviewed the Bid Document and confirmed that we are in receipt of a complete Bid Document with no missing page(s).

* A) We intend to submit a bona fide and compliant offer by the Bid Closing Date.

The person handling this Bid is:

Name.....Designation.....Cell-phone.....

Tel. No.....Fax No.....Email:.....

* B) Please be advised that we will not be participating in this Bid because:

.....
.....

*Delete either A) or B)

Thank you

Yours faithfully,

Signature :
Printed Name :
Position :
Company :
Date :

FORM C
PROPOSAL FORM

FORM C (I)

TECHNICAL PROPOSAL FORM

Date :

To PetroChina International Iraq FZE Iraq Branch
c/o PetroChina Halfaya FZ-LLC
Guo Yan, TC Secretary
Contracts, Procurement and Logistics Department
Fax : +971 04 4404190
Email : Halfaya_procurement@petrochina-hfy.com
Address : P.O. Box: 500486, Office No. A 409, 4th Floor, Building
No. 10, Dubai Internet City, Dubai, UAE

Dear Sirs

Tender No. : HFY-CON/HFO0305-0329
Tender title : Provision of Additional Grass & Irrigation System in front of OCC Building

We, the undersigned, certify that we have received, read and understood the subject Invitation to Bid Document for the Agreement for the Provision of Provision of Additional Grass & Irrigation System in front of OCC Building.

We acknowledge that we have thoroughly reviewed the Bid Document and hereby submit our Bid Proposal for the Contract Rates stated and attached hereto, and that we shall be solely responsible for the Work that shall be in accordance with good business practice.

We offer to perform the Work as detailed in the Bid Document for the prices stated in our proposal attached hereto. This offer is valid for ninety (90) days from the date fixed for Bid Closing and shall be binding upon us if accepted by PetroChina at anytime before expiration of the aforesaid validity date.

If our proposal is accepted, we undertake that, pending the execution of a formal Agreement, this Bid Proposal, together with PetroChina's written acceptance shall constitute a binding Contract between us.

Yours faithfully,

Signature :	Address :
Printed Name :	
Position :	Attn :
Company :	Telex :
	Telephone :
Date :	Fax :

FORM C (II)

COMMERCIAL PROPOSAL FORM

Date :

To PetroChina International Iraq FZE Iraq Branch
c/o PetroChina Halfaya FZ-LLC
Guo Yan, TC Secretary
Contracts, Procurement and Logistics Department
Fax : +971 04 4404190
Email : Halfaya_procurement@petrochina-hfy.com
Address : P.O. Box: 500486, Office No. A 409, 4th Floor, Building
No. 10, Dubai Internet City, Dubai, UAE

Dear Sirs

Tender No. : HFY-CON/HFO0305-0329
Tender title : Provision of Additional Grass & Irrigation System in front of OCC Building

We, the undersigned, certify that we have received, read and understood the subject Invitation to Bid Document for the Agreement for the Provision of Provision of Additional Grass & Irrigation System in front of OCC Building.

We acknowledge that we have thoroughly reviewed the Bid Document and hereby submit our Bid Proposal for the Contract Rates stated and attached hereto, and that we shall be solely responsible for the Work that shall be in accordance with good business practice.

We offer to perform the Work as detailed in the Bid Document for the prices stated in our proposal attached hereto. This offer is valid for ninety (90) days from the date fixed for Bid Closing and shall be binding upon us if accepted by PetroChina at any time before expiration of the aforesaid validity date.

For extension of bid validity period beyond the date specified above, the price adjustment, if any, shall be as follows:-

% Increase

For the first 30 days extension of bid validity _____
For the second 30 days extension of bid validity _____

If our proposal is accepted, we undertake that, pending the execution of a formal Contract, this Bid Proposal, together with PetroChina's written acceptance shall constitute a binding Contract between us.

Yours faithfully,

Signature :	Address :
Printed Name :	
Position :	Attn :
Company :	Telex :
	Telephone :
Date :	Fax :

FORM D

BIDDERS EXCEPTION TO CONTRACT FORM AND EXHIBITS

PART I OF FORM D: TO BE SUBMITTED IN TECHNICAL SUBMISSION ONLY

ARTICLE NO. or EXHIBIT NO.	EXACT NEW WORDING PROPOSED BY BIDDER	REASON(S) FOR EXCEPTION	EFFECT ON PERFORMANCE OF THE SERVICE	(THE VALUE OF THE COST IMPACT SHALL BE SUBMITTED IN COMMERCIAL SUBMISSION ONLY) PLEASE NOTE * SIGN IN THE CORRESPONDING ROW TO INDICATE THE COST IMPACT HAD BEEN SUBMITTED IN THE COMMERCIAL SUBMISSION.
				*
				*
				*
				*
				*

PART II OF FORM D: TO BE SUBMITTED IN COMMERCIAL SUBMISSION ONLY

ARTICLE NO. or EXHIBIT NO.	EXACT NEW WORDING PROPOSED BY BIDDER	REASON(S) FOR EXCEPTION	EFFECT ON PERFORMANCE OF THE SERVICE	PLEASE STATE THE ADDITIONAL OR REDUCTION IN THE BID RATE IF ACCEPTION IS REJECTED/ACCEPTED BY PETROCHINA

END OF FORM D

FORM E
TECHNICAL PROPOSAL FORM

PLEASE READ THE FOLLOWING INSTRUCTION CAREFULLY BEFORE ATTEMPTING THE QUESTIONS STATED IN THIS FORM E. FORM E CONTAIN TWO (2) PARTS.

1. BIDDERS **MUST** PROVIDE ALL THE INFORMATION REQUIRED ACCORDINGLY AND ADHERE TO FORMATS ESTABLISHED WHENEVER REQUIRED.
2. BIDDERS ARE STRICTLY PROHIBITED TO SUBMIT PARTIAL OR INCOMPLETE INFORMATION AND LEAVE ANY OF PETROCHINA'S REQUIREMENT UNANSWERED.
3. BIDDERS MUST WHERE REQUIRED SUBMIT/ENCLOSE ACCORDINGLY ALL THE SUPPORTING DOCUMENTS REQUESTED TO SUBSTANTIATE THE INFORMATION PROVIDED.
4. BIDDER IS ENCOURAGED TO SEEK WRITTEN CLARIFICATION PRIOR TO BID CLOSING TO CLARIFY AREAS OF CONCERN IN THIS FORM AS PETROCHINA WILL NOT ISSUE ANY FURTHER CLARIFICATION SHOULD ANY OF THE QUESTION ARE LEFT UNANSWERED.
5. BID SUBMISSION AND SUBSEQUENT CORRESPONDENCE MUST BE IN ENGLISH.
6. BIDDERS SUBMISSION SHALL BE CLEARLY TYPED. HAND WRITTEN SUBMISSION WILL BE REJECTED FROM FURTHER CONSIDERATION AND EVALUATION.

FAILURE TO COMPLY WITH THE ABOVE INSTRUCTION WILL BE DEEMED AS BIDDERS NON-COMPLIANCE TO THE TENDERING EXERCISE AND PETROCHINA AT IT'S OWN PEROGATIVE WILL REJECT THE BID SUBMISSION FROM FURTHER CONSIDERATION AND EVALUATION.

FORM E : TECHNICAL PROPOSAL FORM

PART ONE (1) OF FORM E: TECHNICAL PROPOSAL FORM

1.0 BIDDER'S PROFILE

NO	DESCRIPTION	BIDDER TO SPECIFY
1.1	Name of bidder (Company's name)	
1.2	Registered address	
1.3	Business Address	
1.4	Telephone no.	
1.5	Fax no.	
1.6	Contact person	
1.7	Mobile no.	
1.8	Email	

2.0 COMPANY'S ORGANIZATIONAL SET-UP.

NO	DESCRIPTION	BIDDER TO SUBMIT
3.1	Bidder to submit a comprehensive overall organizational chart of the Company.	<u>Attach separately</u>
3.2	Bidder to submit a comprehensive organization chart dedicated to execute the Work required under this tender.	<u>Attach separately</u>

3.0 BIDDERS EXPERIENCE IN PROVIDING THE TENDER RELATED SERVICES.

- 3.1 Bidder must list down past and present clients whom bidder had provided similar services **within the Republic of Iraq.** Bidder's submission must strictly follow and adhere to the format set below.
- 3.2 Information and details stated in item 1 of the table below is only an example on how to provide the information required. Bidder may submit the information required in a separate attachment if necessary.

NO	NAME OF CLIENTS	NATURE OF CLIENT'S OPERATIONS	LOCATION	NATURE OF WORK	EFFECTIVE		DURATION OF CONTRACT	CONTRACT VALUE
					STARTS	END		
1.	ABC	Bidder to state	Bidder to state	Bidder to state	Bidder to state	Bidder to state	Bidder to state	Bidder to state
2.	XYZ	Bidder to state	Bidder to state	Bidder to state	Bidder to state	Bidder to state	Bidder to state	Bidder to state

NOTE : BIDDER **MUST** PROVIDE CONFIRMATION LETTER FROM **EACH** CLIENT MENTIONED ABOVE TO SUBSTANTIATE THE INFORMATION/DETAILS PROVIDED.

THE CONFIRMATION LETTER SHOULD ALSO CLEARLY INDICATE, NAME, DESIGNATION, TELEPHONE AND FAX NUMBER OF THE CLIENT REFERENCE POINT FOR PETROCHINA TO SEEK FURTHER CLARIFICATION.

IF BIDDER HAD LISTED 10 DIFFERENT CLIENTS, PETROCHINA EXPECTS 10 SUPPORTING LETTERS.

LISTING OF CLIENTS WITHOUT SUPPORTING LETTER AND POINT OF REFERENCE IS NOT ACCEPTABLE AND WILL BE REJECTED FROM CONSIDERATION.

4.0 OTHER INFORMATION ABOUT THE COMPANY.

NO	PETROCHINA'S REQUIREMENT	BIDDER TO SUBMIT / SPECIFY
4.1	Is there any current contract between PetroChina and bidder? If yes, please specify details.	
4.2	Any other information about the company deemed necessary for this tender.	

6.0 COMPANY'S AUDITED FINANCIAL STATEMENT.

NO	PETROCHINA'S REQUIREMENT	BIDDER TO SUBMIT / SPECIFY	
6.1	Gross profit (or loss) for the following financial year.	2008/2009	
		2009/2010	
6.2	Audited financial statement for year 2008/2009 and 2009/2010.	To submit the required financial statement. <u>Attach separately</u>	

7.0 REQUIRED DOCUMENTS

Bidder is required to provide the following document, together with the English translations, if part or all of them are non-English language.

- a) Certificate of Incorporation;
- b) Trading License;
- c) Taxation Registration;
- e) last 3 years' audited reports;
- f) last 3 years Work experience of similar services.

SUBMISSION OF THE LISTED ABOVE REQUIRED DOCUMENTS IS MANDATORY, DEFICIENCY OF THESE DOCUMENTS MAY LEAD TO BIDDERS DISQUALIFICATION.

8.0 NOTICE PERIOD

Since this service will be based on the Call-out basis, bidder is required to propose the Notice Period for each call of service.

PART TWO (2) OF FORM E: TECHNICAL PROPOSAL FORM

BIDDER'S TECHNICAL PROPOSAL SHOULD ALSO INCLUDE THE FOLLOWING:

Bidder to submit the following details/ response/ confirmations/documents:

Bidder's experiences in providing HSE audit, assessment and benchmarking for last five years: Provide case studies as bidding documentations.	-----Years	Attach Documentary proof (Format as per 3.0 of Part 1 above.)
Bidder has more than 10 full-time registered lead auditors with OHSAS qualification and the relevant professional background.	Yes/No	Attach Documentary proof
Bidder's technical proposal meets PetroChina requirements.	Yes / No	Confirmation of acceptance required
Bidder's HSE assessment tool	Yes / No	Attach Documentary proof
Availability of the HSE assessment database for Oil & Gas industry.	Yes / No	Confirmation required
Bidder's compliance to PetroChina's HSSE requirements	Yes / No	Confirmation of acceptance required.
Manpower Qualification as follows: a. Subject expert/specialist/researcher: at least 15 years b. Lead auditor's experience: at least 10 years C. Auditor's experience: at least 10 years	Yes/No	Attach Documentary proof

END OF FORM E

FORM F
COMMERCIAL PROPOSAL FORM

ALL QUOTATION SUBMITTED HEREIN SHALL BE DEEMED TO BE INCLUSIVE FOR THE SATISFACTORY PERFORMANCE OF THE WORK AS DETAILED IN THE INVITATION TO BID DOCUMENT.

ALL QUOTATION SUBMITTED HEREIN SHALL THEN FORM THE EXHIBIT C, BILL OF QUANTITY FOR THE SATISFACTORY PERFORMANCE OF THE AGREEMENT.

CONTRACTOR'S rates shall also be inclusive of the costs incurred for setting up an office in Iraq, accommodation, meals and local transportation of contractor's personnel, security for contractor himself and all other related expenses for execution of the work.

CONTRACTOR is strongly advised to seek local tax consultant on all applicable tax and VAT with reference but not limited to purchase and delivery of applicable foodstuff and consumables for the execution of the work.

END OF FORM F

	PETROCHINA INTERNATIONAL IRAQ FZE IRAQ BRANCH
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Agreement Description			
Agreement Number	HFY-CON/HFO0305-0329		
Description of Service	Provision of Additional Grass & Irrigation System in front of OCC Building		
Budget	Budget No.	Account Code	
Location of Service	PetroChina Halfaya Base Camp, Kahla'a, Maysan Province, Iraq		
PetroChina Contact: (Name)			
Department & Division			
Contact Numbers	Telephone	Fax	
Email Address			

Contractor's Details			
Contractor			
Address			
Principal Contact (Name)			
Contact Information	Telephone	Fax	
Email Address			

Award Details	
Currency of Payment	United States Dollars
Effective Date	
Term	
Price	
Other	

		Attachments	Number of Pages
1	Signature Page	-	1
2	Terms and Conditions	EXHIBIT A	6
3	Work Scope and Description	EXHIBIT B	6
4	Bill of Quantity	EXHIBIT C	2
5	Project Schedule	EXHIBIT D	1
6	Invoice Format	EXHIBIT E	1

The Parties acknowledge and agree that this Agreement is subject to the Terms and Conditions attached hereto as Exhibits including but not limited to "Exhibit A", all of which together shall constitute this Agreement ("Agreement") and the Parties, acting in good faith and according to principles of international commercial fair dealing, agree to be bound thereby.

Approved and agreed on behalf of PetroChina International Iraq FZE Iraq Branch
..... Name Position:
Date signed:
Witness: Name: Position:
Date signed:

Accepted and agreed on behalf of [insert the name of Contractor]
..... Name: Position:
Date signed:
..... Name: Position:
Date signed:

EXHIBIT A
TERMS AND CONDITIONS

1. Conflicts

Should any actual conflict or conflicts exist between or among the first page of this Agreement, the provisions of any of its Exhibits, the portions of this Agreement shall take precedence and prevail in the following order:

- (1) The Signature Page,
- (2) Exhibit A, and
- (3) The provisions of other Exhibits in an orderly manner.

2. Duration

Unless terminated earlier, this Agreement shall be valid and in force for thirty (30) days from the Effective Date of this Agreement, with an option for PetroChina to extend its duration by giving at least one (1) week notice in advance to Contractor for the extension period; in case of such extension all terms and conditions contained in this Exhibit A shall continue to be in force and effect and govern the relationship between PetroChina and Contractor.

3. Price

The Price for the Work shall be as set out in Exhibit C (Bill of Quantity) and all charges, costs, expenses, fees, taxes, customs, excise duties, corporate tax or income tax shall be included in the price set out therein. No Price increase or additional charges to those set out in this Agreement or its Exhibit C shall be permitted without PetroChina's prior written authorization. The Price shall be the maximum value of Services that can be paid under this Agreement.

4. Invoicing and Payment

- (a) Contractor shall invoice PetroChina (based on the rates and prices contained in Exhibit C) for Work performed. Contractor's invoice shall be submitted as one (1) original invoice together with sufficient original supporting document to permit verification thereof by PetroChina. All invoices shall include the reference of this Agreement and the description of Work performed as indicated in the Signature Page of this Agreement. All invoices shall be prepared on Contractor's official letterhead and Contractor's authorized representative must sign the original.

The first invoice shall be sent to PetroChina within ten (10) days of the Work Takeover by PetroChina as indicated in Exhibit D. The second invoice shall be sent to PetroChina within 10 days of the Final Acceptance as indicated in Exhibit D. The invoices are issued and addressed to:

PetroChina International Iraq FZE Iraq Branch
C/o PetroChina Halfaya FZ-LLC
Finance & Accounting Department,
Dubai Internet City, Building No. 10, Fourth Floor, Office A-402
P. O. Box 500486, Dubai, United Arab Emirates

- (b) Payment of invoices shall be subject to withholding Tax or any other Taxes as required by any applicable law.
- (c) Payment of undisputed invoice items shall be remitted within forty-five (45) days after receipt thereof by PetroChina. If the forty-fifth (45th) day falls on a Friday, a Saturday or an official public holiday in the United Arab Emirates, the next working day shall be deemed to be the due date for payments. The payments in respect of the disputed items shall be withheld until the settlement of dispute.
- (d) All payments shall be made in United States Dollars to the Contractor's designated bank account the details of which are as under:

Beneficiary Name
Title of Account
Account No.
Bank Name & Address:
SWIFT Code
[Provide similar details of Intermediary bank, if applicable]

Provided that Contractor may specify different bank account details to PetroChina in writing and such changes in bank account details shall be effective only five (5) Business Days after PetroChina has acknowledged the receipt thereof.

- (e) Payment due to Contractor may be withheld by PetroChina on account of:
- (i) Unsatisfactory performance of the Work;
 - (ii) The filing of claims against PetroChina caused by acts or omissions of Contractor; or
 - (iii) The failure of Contractor to pay amounts due for labour or material used by Contractor in performing the Work or amounts due to Contractor's subcontractors.

- (f) PetroChina shall have the absolute right to recover any amounts whatsoever owed by Contractor to PetroChina from any payment or monies, otherwise due to Contractor hereunder. PetroChina shall further have the right, but not the duty, to withhold any monies payable by PetroChina hereunder and the right to apply same to the payment of any obligations of Contractor to other parties arising in any manner from this Agreement or its performance by Contractor.

5. Retention Money

By way of security for the performance of Contractor, PetroChina shall deduct a percentage of 5% from each invoice submitted by Contractor up to an amount of (5% of the Agreement value as per the approved strategy). The Retention Money shall be released to Contractor after the Final Acceptance in accordance with Clause 6.0 of Exhibit B.

6. Insurance

- (a) Contractor shall, at its own expense, carry and maintain in full force for the duration of this Agreement insurance coverage enough to cover any liability or legal obligation it may be obliged due to labor matters, workers compensation and employer's liability; general third party liability; and, any other insurance which may be relevant or required by any applicable law to which the Contractor is subject.
- (b) Prior to providing any Goods or Work, Contractor or its Affiliates engaged in providing the Goods or Work shall furnish PetroChina certificates, on a form acceptable to PetroChina on request, signed by authorized representatives of the insurance companies providing the coverage, evidencing all coverages, extensions and limits required to be carried by Contractor or such Affiliates under the provisions of this Agreement. Upon request, PetroChina shall have the right to examine or inspect the certificates of insurance in the offices of Contractor or such Affiliates during normal business hours.
- (c) Whenever requested, Contractor shall furnish PetroChina with satisfactory evidence that such insurances are in full force and effect.
- (d) Contractor shall be responsible for, and liable to, and indemnify and hold harmless PetroChina and its Group from and against any and all established claims or legal liability for loss or damage arising out of any failure to obtain or maintain such insurances or out of an act or omission which invalidates said insurances.
- (e) The amounts of Contractor's furnished insurances called for under this Article shall be the minimum and not the maximum limits of the liability. The Contractor may provide other insurance coverage or higher limits of coverage and the PetroChina will bear no financial liability attributable to the deficient insurance coverage by the Contractor.
- (f) If Contractor fails to take out and/or maintain and/or renew in effect the insurances required under this Article, PetroChina may take out and maintain or renew any such insurances and the cost of such insurances will be a debt due and payable to the PetroChina on demand and may be deducted from or set-off against any payments otherwise due under the Agreement.
- (g) No Insurances shall be cancelled or materially discharged during the term of the Agreement without PetroChina's prior written consent.
- (h) Without PetroChina's prior written consent, Contractor shall not be allowed to self-insure for one or more of the risks as to which coverage is required pursuant to this Agreement.

7. Warranties

Contractor shall perform the Work as instructed by PetroChina and in accordance with the terms and conditions of this Agreement. The Contractor shall perform the Work using the degree of skill care and diligence to be expected from an experienced service provider in the provision of the similar work in similar projects. The Contractor shall comply with all standards practices applicable from legal and technical standpoints.

Contractor warrants that:

- (a) Contractor shall comply fully with all applicable laws, rules, enactments and regulations prescribed by any governmental entity having jurisdiction over the Work including, but not limited to, regulations on health, safety and environment protection.
- (b) Contractor shall secure and keep in effect all permits and licenses required by public bodies in connection with the performance of the Work.
- (c) The Work shall be of the kind and quality specified by PetroChina and shall fit the intended purpose.
- (d) The Work shall meet general and acceptable standards for such Work;
- (e) All materials supplied as part of the Work shall be new and have not been previously used unless otherwise specified herein.
- (f) Contractor has not and shall not employ or otherwise use Personnel under the age of sixteen (16) years,

directly or indirectly, in the performance of the Work, and
(g) PetroChina shall receive clear and unencumbered title to any materials supplied as part of the Work.

8. Remedies for defective Work

In addition to any other right PetroChina may have in law or equity or in this Agreement, if in PetroChina's unfettered opinion, acting reasonably, Work or materials fail to conform to the standard required to properly perform the Work, PetroChina shall have the right to do any or all of the following:

- a) Reject any and all of the Work and receive, at PetroChina's option, replacement Work, a refund of the value of the rejected Work from Contractor or exercise the right to set off the Price of the rejected Work against any amounts owed by PetroChina to Contractor.
- b) Cancel the performance of any outstanding Work and terminate any obligations to receive or pay for further Work.

9. Costs of replacement or re-performance

With respect to replacement or re-performance of all or any part of the Work under the warranty provisions contained in this Agreement, Contractor shall promptly repair, replace or re-perform the Work at Contractor's sole expense including, but not limited to, transport, labour and delivery costs.

10. Inspection

All Work shall at all times be subjected to PetroChina's inspection, but neither PetroChina's inspection nor failure to inspect shall relieve Contractor of any obligations hereunder.

11. No Waiver or Exclusion

- (a) The failure of either Party to exercise any option, right or privilege hereunder, or to demand compliance as to any obligation or covenant shall not constitute a waiver of any such right, privilege or option or the strict performance thereof unless an expressed waiver is properly executed and evidenced in writing.
- (b) No payment or acceptance by PetroChina hereunder shall constitute a waiver with respect to any of the provisions of this Agreement nor shall anything herein contained be construed to exclude or limit any warranties or conditions implied by law.

12. Liabilities and Indemnities

Neither Party shall be liable to the other for any Consequential or Indirect Losses. In this Agreement Consequential and Indirect Losses shall be deemed to include, but are not limited to, any indirect, special, punitive, exemplary or consequential damages or losses, loss of earnings, loss of production, loss of value or decrease in earnings from any goods or property, loss of revenue, loss of profits, loss of business or loss of business opportunities, damages for loss of reserves, loss of use, loss of financial advantage, business interruptions or downtime; or, any loss or anticipated loss, damage, cost or expense arising out of any action, claim, suit, demand, or judgement resulting from or arising out of any of the foregoing, howsoever arising, whether under contract, tort (including negligence), equity, and/or breach of duty (statutory or otherwise). Contractor shall be responsible for, indemnify, and hold harmless PetroChina from and against any and all claims, losses, damages, costs (including legal costs), expenses and liabilities in respect of any injury to or illness or death of any employee of Contractor, and for damage to or loss of property of Contractor group, which arises out of or is incident to the performance of this Agreement; except if such injury, illness, death or damage is caused by the Gross Negligence or violation of any Applicable Law or other legal fault of any member of PetroChina.

Each Party (the "Indemnitor") shall be responsible for, indemnify, and hold harmless the other Party (the "Indemnitee") from and against any and all claims, losses, damages, costs (including legal costs), expenses and liabilities in respect of any injury, illness or death, or damage to or loss of the property of any third party, which results from, arises out of or is incident to the negligence, Gross Negligence or Willful Misconduct, strict liability, violation of any Applicable Law or other legal fault of the Indemnitor. "Third party" for the purpose of this Section means any person other than the PetroChina Group and Contractor Group.

Contractor shall be responsible for, indemnify, and hold harmless PetroChina and its group from and against any and all claims, losses, damages, costs (including legal costs), expenses and liabilities in respect of: (a) pollution and/or contamination of sea, water, land or air (including clean-up costs), (b) damage to or destruction arising from pollution or contamination (including control, containment or removal thereof) (c) pollution of surface waters, ground waters and/or archaeological site, if such pollution or contamination arises as a result of the performance of this Agreement (d) any injury, death, disease of Contractor's personnel, or loss or damage to Contractor's property regardless of the cause of any of the foregoing incidents..

Notwithstanding anything else contained herein, due to the special characteristic of the Work, Contractor shall be responsible and liable and shall indemnify PetroChina for any criminal act of any of Contractor's employees assigned to perform the Work; and, Contractor shall assume, defend and hold PetroChina harmless with respect to any action based on such criminal act. Contractor fully assumes the vicarious liability for the acts of its subordinates and employees; therefore, Contractor shall be liable for any negligent act or omissions by its employees in the course of the performance of the Work.

13. Taxes

- (a) Contractor shall be solely responsible for and shall bear and pay, at its own expenses, all Taxes, charges and custom duties connected with the work assessed or imposed on Contractor (including without limiting the foregoing Taxes connected with personnel) and shall fulfil all administrative, registration and compliance requirements, Contractor shall procure that each Subcontractor shall bear and pay all Taxes connected with the work assessed or imposed upon such Subcontractor (including without limiting the foregoing Taxes connected with personnel) and that such Subcontractor shall fulfil all administrative and registration requirements, maintain proper accounting records, and properly file all necessary documents.
- (b) Contractor hereby indemnifies and undertakes to keep PetroChina indemnified from and against all claims, losses, demands, proceedings and causes of action whatsoever connected with any assessment or imposition made in respect of all or any Taxes upon Contractor or any Subcontractor related to the work together with any costs of compliance. If PetroChina is subject to any demand to pay other taxes arising out under this Agreement, Contractor either assume, pay and discharge in a timely manner all such other or additional taxes. PetroChina may offset any amounts due from Contractor under this indemnity from any payments PetroChina is due to make to Contractor under this Agreement.
- (c) Contractor shall, upon request, supply, and shall procure that Subcontractors supply to PetroChina, such information (including documentary information) connected with the Work as may be required by PetroChina for any of the following purposes:
 - (i) To enable PetroChina to comply with the lawful demand or requirement for such information by any Tax Authority;
 - (ii) To enable PetroChina to conduct, defend, negotiate, or settle any claims, losses, demands, proceedings and causes of action whatsoever relating to taxes, whether or not the same shall have become the subject of arbitration or judicial proceedings; or
 - (iii) To enable PetroChina to make any application (including, but without limitation, any claims, losses, demands, proceedings and causes of action whatsoever for any allowances or relief) or representation connected with, or to contest any assessment on, or liability of PetroChina to, any Taxes.
- (d) The obligations of Contractor set forth above shall subsist for a period of twenty four (24) months (or such longer period as any applicable law may require) from the date of approval of Contractor's final invoice/statement of account under this Agreement. Contractor shall retain and shall ensure that Subcontractors retain, all information and documents connected with its activities under or pursuant to this Agreement as shall enable Contractor to comply with its above obligations.
- (e) Where, under the provisions of any laws, regulations or directives for the time being in force, PetroChina is required to deduct any amount, whether as Tax or howsoever called, PetroChina shall without further notification to Contractor deduct the specified amount from any amount payable to Contractor. PetroChina shall pay over or deal with any amount so deducted in accordance with the provisions of the relevant laws or regulations providing for the deductions. Where PetroChina makes any such deduction or withholding, PetroChina shall, within a reasonable time upon receipt of the official receipt(s), or other satisfactory verification in respect of such deduction or withholding from the relevant authority, submit the same to Contractor. Upon expiry of the relevant year of withholding, Contractor shall advise PetroChina of any official receipt(s) which remain outstanding for the aforesaid period whereupon PetroChina shall within thirty (30) days of written request provide to Contractor either satisfactory verification documentation evidencing payment of such deduction or shall provide the official receipt(s) if received by PetroChina.
- (f) In the event Contractor claims to be exempted from any statutory deductions, it shall inform PetroChina and provide any necessary documentation to support its case, including a valid certificate of exemption from the relevant Authority, if applicable. PetroChina shall proceed to deduct taxes as required by law, until the provision of such exemption certificate by Contractor. In the event where tax is retained by the PetroChina, the Contractor shall be liable to provide Tax Clearance Certificate within ninety (90) days from the date of work completion and in the absence of such Clearance Certificate the PetroChina shall be obligated to remit the retained amount to the proper Tax.

If Contractor disputes regarding the applicability of lower rate of withholding tax what is actually applied by PetroChina at the time of making payment, in such events Contractor shall be required to provide a clarification in writing from the appropriate Tax Authority

- (g) Contractor shall be responsible for moving personnel, plant and equipment into and out of any jurisdiction if so required for the satisfactory performance of this Agreement. PetroChina will, if so requested assist Contractor to the extent reasonably necessary with regard to the obtaining import assistance, or other governmental authorizations required for moving personnel, plant and equipment into and out of any jurisdiction. The liability to pay the taxes related to the movement of personnel or equipment into Iraq shall

remain with the Contractor.

- (h) Contractor shall, in relation to the performance of this Agreement, apply all tax benefits, reductions and reliefs by all legally available means conferred by applicable legislation and applicable double tax conventions.
- (i) Contractor shall immediately inform PetroChina of any change in the tax status of Contractor, including without limitation, Contractor's tax residence, domicile, permanent establishment, tax nexus, tax registration or otherwise. PetroChina shall be entitled to vary the administration of the Agreement as required by law as a consequence thereof. PetroChina shall be under no obligation to compensate Contractor for additional Taxes arising as a consequence thereof.

14. Termination

- (a) Failure of Contractor to comply with any express or implied provisions of this Agreement, the occurrence of Contractor insolvency, involuntary bankruptcy, or receivership or an assignment for the benefit of creditors shall entitle PetroChina (without limiting any other rights or remedies PetroChina may have) to terminate all or any part of this Agreement without penalty. Upon such termination:
 - (i) PetroChina shall be relieved of all further obligations under this Agreement except the obligation to reimburse Contractor for Contractor's reasonable direct out-of-pocket costs attributable to this Agreement and actually incurred prior to the effective date of such termination. In no event shall such costs exceed the total cost shown on the first page hereof; and
 - (ii) Contractor shall be liable to PetroChina for all costs in excess of the total cost (Price) shown on the Signature Page hereof incurred by PetroChina in completing and procuring the completion of performance of the Work.
- (b) PetroChina may at any time, terminate all or any part of the Work without cause by giving five (5) calendar days prior written notice to Contractor specifying that PetroChina intends to terminate the Work and the effective date of termination. PetroChina shall pay Contractor, upon receipt and verification of Contractor's invoice, all amounts properly due for the Work performed prior to the date of termination plus reasonable expenses actually incurred and directly resulting from the termination.

15. Assignment

Contractor shall not assign all or any part of its rights and obligations under this Agreement without prior written consent of PetroChina; such consent shall not be unreasonably withheld or denied.

16. Force Majeure

For the purpose of this, "Force Majeure" shall include Acts of God, fire, unavoidable accidents, acts of war, or conditions arising out of or attributable to war (declared or not declared), civil war, sabotage, strikes and other labor disturbances, embargo or blockade, floods, storms and other natural disturbances, insurrections, riots and other civil disturbances, breakages of or accident to lines of pipe and any other cause not due to the fault or negligence of the Party invoking Force Majeure and any other cause beyond the reasonable control of the Party invoking Force Majeure, but not including: (i) any event caused by the failure to observe generally accepted good engineering and business practices; (ii) any event caused by the negligence of Contractor's Personnel; or (iii) lack of finances.

If either Party is prevented or hindered by Force Majeure from performing any of its obligations hereunder, the obligations of both Parties, insofar as the obligations relate to the portion of the Work affected by Force Majeure, shall be suspended while (but only so long as) Force Majeure continues to prevent or hinder, the performance of such obligations and only to the extent of the said prevention or hindrance. For additional clarity, PetroChina shall not have an obligation to pay Contractor for Work suspended and not performed due to Force Majeure. The Party prevented or hindered from carrying out any obligation by Force Majeure shall promptly give the other Party notice of the Force Majeure including reasonably full particulars in respect thereof and shall give notice to the other Party when such cause ceases to operate.

If Force Majeure results in the suspension of all or part of the Work, the Parties shall meet, as soon as practicable given the nature of the Force Majeure, and determine the appropriate measures to be taken, including whether any or all of the Work should be suspended or terminated.

17. Governing Law and Dispute Resolution

- (a) This Agreement shall be construed and interpreted in accordance with and governed by the laws of England and Wales (without reference to its rules as conflicts of laws), excluding the Contracts (Rights of Third Parties) Act 1999.
- (b) The Parties agree to negotiate in good faith to resolve any Legal Dispute that may arise first by negotiations between representatives of each Party who have authority to settle the controversy. A "Legal Dispute" means any dispute, controversy or claim, of any and every kind or type, whether based on contract, tort, statute, regulations or otherwise, arising out of, connected with, or relating in any way to this Agreement or the obligations of the Parties, including any dispute as to the existence, validity, construction, interpretation, negotiation, performance, non-performance, breach, termination or enforceability of this Agreement.
- (c) If the Legal Dispute has not been resolved within thirty (30) days after the date of the notice of the Legal

Dispute, or if the Party receiving such notice fails or refuses to meet within such time period, either Party may initiate arbitration proceedings. The arbitration shall be conducted in accordance with the Hong Kong International Arbitration Centre Administered Arbitration Rules (the "HKIAC"). All Legal Disputes shall be settled through final and binding arbitration, it being the intention of the Parties that this is a broad form arbitration agreement designed to encompass all possible Legal Disputes between the Parties relating to the transactions that are the subject of this Agreement.

- (d) The arbitration process referred to in the preceding paragraph shall take place at Hongkong the special administrative region of China , and shall be conducted in the English language, with appropriate arrangements made for the translation of any oral testimony.

18. Entire Agreement

This Agreement when accepted and signed by Contractor shall constitute the entire agreement between the Parties with respect to the Work and supersedes all prior negotiations, representations or agreements related to this Agreement, either written or oral, except to the extent they are expressly incorporated into this Agreement. All amendments and changes to this Agreement shall be done by agreement of the Parties in writing.

19. General Terms

- (a) All materials, equipment, drawings and documentation covered by this Agreement in respect of the Services and each part thereof, and everything intended for incorporation therein, shall as soon as they are appropriated to the Services, be the sole and unencumbered property of PetroChina.
- (b) Contractor is an independent contractor and neither it or its personnel shall be considered employees, partners or joint venturers or agents of PetroChina. The entire performance, operation, management and control of Contractor's equipment and Personnel shall be under the exclusive control and command of Contractor. Contractor's primary purpose shall be to perform all acts necessary to execute the Services consistent with safety and good international oil industry practice.
- (c) Time is of the essence with respect to the Services and this Agreement. All dates referred to in this Agreement shall be firm. In the event that Contractor anticipates any difficulty in complying with any date established in the Agreement, shall promptly notify PetroChina in writing.
- (d) This Agreement is non-exclusive and PetroChina reserves the right to engage other contractors to perform similar or identical services. If all or any part of one or more of the provisions of this Agreement is or becomes invalid, illegal or unenforceable in any relevant jurisdiction, the remaining parts or provisions of this Agreement shall not in any way be affected or impaired by the severance of the parts or provisions severed.

21. Notices

All notices and other communications required hereunder shall be in written, in English and properly addressed and delivered to the other Party to the address shown below. Oral communications and emails do not constitute Notice for purposes of this Agreement. A Notice given under any provision of this Agreement shall be deemed delivered only when actually received by the Party to whom the Notice is directed or addressed, provided that if the reception is not in a Business Day or after business working hours, the reception is deemed to have been made on the next Business Day.

PetroChina International Iraq FZE Iraq Branch
C/o PetroChina Halfaya FZ-LLC
Contracts, Procurement and Logistics Department
Dubai Internet City, Building No. 10, Fourth Floor, Office A-409
P.O. Box: 500486, Dubai, United Arab Emirates
Att.:
Tel:
Fax:

With copies to:

HFO Department

B. If to Contractor:

Bidders to provide the details:

END OF EXHIBIT A

EXHIBIT B
WORK SCOPE AND DESCRIPTION

1.0 INTRODUCTION

- 1.0.1 PETROCHINA COMPANY LIMITED (hereinafter called "COMPANY/ EMPLOYER/OWNER") is engaged in oil exploration and development in the Halfaya oil field in Republic of Iraq. For aim of beautification of barren land area of 10000 M2 in front of OCC building, Company is desirous to create green environment to the working crew around OCC complex.
- 1.0.2 EMPLOYER is hereby pleased to invite BIDDERS to the bid of **PROVISION OF AN ADDITIONAL TEN THOUSAND SQUARE METER OF BRITISH GRASS & IRRIGATION SYSTEM TO THE LAWN IN FRONT OF OCC BUILDING**
- 1.0.3 The CONTRACTOR must ensure that all Works required by the Scope of Work together with the combination of Engineering Design Drawings, Bills of Quantities (BOQ), Technical Specifications and Conditions of Contract for this project, should be performed and completed in a professional manner, properly recorded on drawings and documents.

2.0 CONDITIONS

The following are the Climatic Conditions:

Minimum Daily Average (January)	3.4 °C
Extremely Lowest Temperature(January)	-2 °C
Maximum Daily Average (July)	43 °C
Extremely Highest Temperature(July)	55 °C
Max metal temp by sun shine	80°C
Prevailing direction Wind	NW-SE
Max. wind speed	44.4 m/s (3 seconds)
Annual Rainfall	170mm
Max Relative Humidity	80%
Min Relative Humidity	25%
Seismic zone	Normal

3.0 GENERAL PROVISION

3.1 PROJECT OBJECTIVES

The major objectives of the CONTRACT, which CONTRACTOR shall achieve, are the follows:

1. The CONTRACTOR shall complete the supply material (except the material and equipment that supplied by the EMPLOYER), offload to site, store at site, transport from storage place to the work site, construct, complete and hand over the Road to EMPLOYER in an systematic manner as defined in the drawings and all correspondent documents subjected to the designed time schedule by EMPLOYER.
2. To meet the requirements of EMPLOYER with full respect to the function, quality (QA/QC), safety, comfortable, clearing, grant and beautiful.
3. To meet all the requirements with respect to Health, Safety and Environment (HSE) as indicated in the appropriate EMPLOYER HSE specifications and international industrial practice. Meanwhile, the Contractor shall pay more attention to the security and ensure the safety for this project against the special environment in Iraq.
4. In case of this Scope of Work & Bills of Quantities (BOQ) divided by several Contractors subjecting to the EMPLOYER's opinion, each Contractor shall execute & complete all of his work together with associated works & tie-ins subject to the judgment & arrangement by the EMPLOYER & Consultant.
5. To complete whole corresponding and relevant works with accessories subjected to the satisfaction, approval and final acceptance by the EMPLOYER & Consultant.

3.2 EMPLOYER'S RESPONSIBILITIES:

1. The signing, countersigning or other endorsements of any drawings and documentation by EMPLOYER's representatives and/or Consultant (PMC) shall not be interpreted as implying the responsibility for the correctness of such documents or relieving the CONTRACTOR of its obligations to review all information, data, Drawings, and specifications provided by EMPLOYER.
2. EMPLOYER shall check, measure, inspect and supervise the works done by CONTRACTOR.
3. Release the payment to the CONTRACTOR according to the stipulations in the CONTRACT.

3.3 CONTRACTOR RESPONSIBILITIES:

In conjunction with the works summarized in the SCOPE OF WORK, CONTRACTOR shall also be emphasized to carry out the following for the WORK:

1. Provision of equipment & materials procurement, construction, installation, completion, project control services, administration, accounting and reporting to EMPLOYER or its representatives as defined in CONTRACT.
2. Provision and implementation of detailed execution plans, work time schedules, and procedures & method statement for procurement, construction & installation, testing, completion, and maintenance.
3. Accepting the SITE on an "as is where is" basis and completing SITE preparation work, including temporary access, roads, tracks etc, as required for the WORK.
4. Provision of instrument, tools & facilities for the Consultant (PMT representative) as required and including all inspection tools for critical items.
5. Preparation, submission for approval and implementation of Quality Assurance plan suitable to ensure compliance with CONTRACT specifications, and other inspection requirements.
6. Preparation and submission of all Engineering drawings, Procurement, Construction & Installation, Completion, Maintenance, Quality Control documentation for EMPLOYER review and comment.
7. CONTRACTOR Supplied Items: Procurement services and supply, including inspection, expediting, coordination, acceptance, forwarding, payment of legal fees, payment of customs duty, customs clearance (including custom transit if necessary) of equipment & bulk materials including sufficient overbuy, procurement of spare parts and consumables for Pre-Completion, Completion, Performance Test of the Plant and spares. Provision should be made for Vendors assistance for installation and completion of their equipment.
8. Implement requirement of SITE storage and material protection for all procured equipment and materials.
9. Assignment of personnel, materials, equipment and support as required to perform the WORK.
10. Warranting that the personnel, material equipment, consumables and logistical requirements to ensure effective and safe performance of the WORK have been determined. CONTRACTOR shall not change the Key Personnel assigned to the Project without prior approval from EMPLOYER.
11. Operating a Quality Management system, in line with the requirements of ISO 9000 series, as supplemented by EMPLOYER Quality Assurance specification. CONTRACTOR shall ensure that all fabricators, vendors of equipment and materials are operating inline with the requirement of ISO 9000 series, latest Edition.
12. Operating a health, safety & environment (HSE) Management system, in line with the requirements of ISO 14000 & ISO 18000 series, as supplemented by EMPLOYER HSE specification. CONTRACTOR shall also ensure that all Sub-contractors, fabricators, vendors are operating inline with the requirement of ISO 14000 & ISO 18000 series, latest Edition.
13. Implementing a system of progress reporting by which EMPLOYER remains regularly informed of the status of the WORK.
14. Provision of inspection and testing services of the Additonal 10000m2 British grass & Irrigation

system works, all as defined in the CONTRACT and design drawings and in accordance with other industrial inspection requirements.

15. Development and implementation of a comprehensive equipment and bulk materials control, traceability and tracking system throughout all phases of Procurement, Installation, and Completion.
16. Construction of the Work, including site preparation, build, fabrication, assembling, reparation & re-correction, installation and erection as required in accordance with the Scope of WORK, specifications, drawings, etc. as defined in the CONTRACT.
17. Provision, operation and maintenance of the temporary facilities including any temporary safety equipment and facilities during Construction and Completion as required for the performance of the WORK.
18. Provide all expendable / consumable construction supplies, fuel and lubricant for construction requirements including safety items (hard hats, safety shoes, safety clothing, eye goggles, etc.) for CONTRACTOR's workers , Consultant and EMPLOYER representatives.
19. Provision of general site security, including security for CONTRACTOR's work and accommodation areas, equipment, materials and tools, and also barricades or fence the areas as required.
20. Provision of vendors' assistance including mobilization of vendors' personnel to SITE during Construction, Completion, and Performance Test for the Work.
21. All the services and facilities to EMPLOYER and PMT representatives shall be provided by the CONTRACTOR.
22. Control and reconciliation of spares used during Construction and Completion, if required.
23. Disposal of construction surplus and scrap during execution and upon completion of the WORK to a designated place approved by EMPLOYER.
24. Clean-up SITE and surrounding areas after completion of WORK.
25. Provision of Construction All Risk Insurance, the Third Party Insurance, and other relative necessary insurance in accordance with Clause of Conditions of CONTRACT- "Insurance".
26. Provision of all water requirements including potable, utility and water for all activities.
27. Mobilizing all equipment, materials, consumables and personnel to the SITE and providing transportation for personnel to and from the site. Providing temporary lighting for SITE.
28. Obtaining necessary permits from EMPLOYER and government for related works.
29. CONTRACTOR shall liaise through EMPLOYER regarding any related work interfaces. This includes CONTRACTOR's obligation to bring to EMPLOYER's immediate attention, any potential interface issue that the CONTRACTOR identifies.
30. Create and issue all As-Built Drawings, and other relative project documents.
31. CONTRACTOR shall submit weekly report and monthly report to EMPLOYER and PMC accordance with the form approved by EMPLOYER and PMC at least 2 days prior to the weekly meeting and monthly meeting.

4.0 DETAILED SCOPE OF WORK

4.1 GENERAL PROVISION

This contract is **PROVISION OF AN ADDITIONAL TEN THOUSAND SQUARE METER OF BRITISH GRASS & IRRIGATION SYSTEM TO THE LAWN IN FRONT OF OCC BUILDING**. It includes all procurement, construction & installation, completion activities of this work. The CONTRACTOR shall provide all management, coordination, labour, equipment & materials, construction & installation facilities / machine / tools & consumables, overheads, transportation, insurances, local official permits, all taxes and duties (current or in the future), and all other cost that may be required to complete the works successfully (current or in the future) in accordance with the ITB documents, drawings and

Conditions of Contract.

The description in this section (EXHIBIT I SCOPE OF WORK) is not intended to be an exhaustive and detailed statement of all operations and works involved and shall be read in conjunction with all the other documents and drawings of this ITB. It shall be the CONTRACTOR responsibility to assess the total quantum of work involved. Should the CONTRACTOR be unable to clearly define the limit of his scope, and then he shall request EMPLOYER to clarify and define his scope limits in the bidding phase. The CONTRACTOR shall be deemed to have fully understood and allowed for the requirements and extent of the work, as no additional compensation will be made on account of failure to do so. The CONTRACTOR shall be deemed to have full working knowledge and have obtained all necessary information and data of the Site at which the Work are to be performed, including prevailing weather, surface and subsurface conditions, hydrological, climatic and physical conditions, contingencies and all other circumstances under which the Contract shall be performed. The Work shall to be executed in accordance with ITB documents and international industrial practice.

The CONTRACTOR shall procure & supply all equipment & materials, transport to the worksite, offload to site, store at site, transport from storage place to the work site, carry out the site preparation, fabrication, assembling, erection and construction, installation, pre-commissioning, testing & adjustment, reparation & re-correction, commissioning, completion and acceptance, maintenance, final hand over the WORK to EMPLOYER in an systematic manner according to drawings, technical specifications, and bills of quantities (BOQ) included in ITB. Also, the CONTRACTOR shall train the personnel of EMPLOYER to manage, maintain and operate the mechanical and electrical system. The CONTRACTOR shall submit all the as-built drawings(10 hard copies and 10 copies electronic disk) and necessary project documents at the end stage of this project.

4.2 SCOPE OF WORK BY EMPLOYER

EMPLOYER shall have the right to participate in the technical evaluation prior vendor selection.

EMPLOYER including project management team (PMT) & project management consultant (PMC) shall inspect and supervise the CONTRACTOR's work for this project.

EMPLOYER will, but is not obliged to, provide necessary assistance to the CONTRACTOR.

- 4.3.1 General & Preliminaries: The CONTRACTOR shall start with the mobilization firstly, and then provide the preliminary facilities for this project. Preliminaries shall include, but not limited to, adequate all necessary temporary accommodation, site office, warehouse & storage, site traffic & transportation & telecommunication, electrical power supply, water supply & drainage, personal safety protection, and all the other working and living facilities which is necessary for the successful and professional performance and completion of this work for himself.

- 4.3.2 Additional 10000m2 of British grass & Irrigation system works: The CONTRACTOR shall be responsible for supply of materials, construction, and maintenance for the works in conjunction with engineering design drawings, technical specifications, and bills of quantities (BOQ).

The works shall include, but not limited to, the flowing:

(1) PROVISION OF AN ADDITIONAL 10000M2 OF BRITISH GRASS & IRRIGATION SYSTEM TO THE LAWN IN FRONT OF OCC BUILDING

1. Leveling the natural ground and backfill the planting area with suitable soil and fertilizer before laying the grass and planting the flowers.
2. Supply and laying 10000m2 British grass in accordance to PCH requirement
3. Construct the irrigation system works which shall include but not limited to trench excavation, supply and install of pipe/sprinklers/elbows/valves and other accessories.
4. Supply and plant 1000m2 flowers in accordance to PCH requirements. Contractor shall propose the flower type and specification to PCH for approval.
5. The contractor shall complete the work within 15 days after LOA issuance.

5.0 COMPLETION, COMMISSIONING AND PRELIMINARY ACCEPTANCE

- 5.1 CONTRACTOR shall prepare detailed Commissioning methodology and plan as well as the integration

of method state statement of every special Vendor or Sub-CONTRACTOR.

- 5.2 CONTRACTOR shall execute all activities required for commissioning and Pre-acceptance of the mechanical & electrical equipment & system, i.e. checking, putting into operation and operating the utilities systems required for acceptance and other facilities, and all verifications required to demonstrate that the satisfactions of system.
- 5.3 Spare parts for Start-up and Commissioning shall be provided by the Contractor, price of which shall be included in the lump sum price of the Contract.
- 5.4 Once the Commissioning and the preliminary inspection finished, the CONTRACTOR shall adjust, repair, remedy and consummate the work and make it to be perfect according to the comments and instructions from the EMPLOYER and Consultant. The preliminary acceptance and handover shall be conducted only after the completion of rectification by CONTRACTOR and re-inspection, satisfaction, approval, and acceptance by the EMPLOYER and Consultant, in which case the EMPLOYER shall issue the Taking Over Certificate.
- 5.5 The CONTRACTOR shall submit all the As-Built Drawings, and all project documents within Two Weeks after the preliminary acceptance and handover.

6.0 MAINTENANCE & GUARANTEE

- 6.1 The CONTRACTOR shall conduct the Maintenance and Guarantee Works within One (1) calendar year since the date of Issuance of Taking-over Certificate except the parts of the Works whose guarantee period has been specified in related specifications. The CONTRACTOR should also guarantee the Work against defective materials and poor workmanship, and the CONTRACTOR shall repair or make good, at his own expense, any defects noted during the guarantee period in case of liquid damage happening.
- 6.2 The Logistic Company appointed by EMPLOYER will supply the service to EMPLOYER, but it will not release any obligation or responsibility of CONTRACTOR during Maintenance and Guarantee period.

7.0 FINAL ACCEPTANCE & DEMOBILIZATION

After the completion of Maintenance & Guarantee period, the EMPLOYER, Consultant, and the CONTRACTOR will inspect whole project again. The FINAL ACCEPTANCE CERTIFICATE will be issued to the CONTRACTOR subjected to the whole Works complying with the Engineering Design Drawings, Technical Specifications, Bills of Quantities (BOQ), Conditions of Contract, other relative Contractual Documents and Comments by EMPLOYER and Consultant, and the final satisfaction, approval, and acceptance by the EMPLOYER and Consultant. Upon the FINAL ACCEPTANCE of the Work by EMPLOYER, the Guarantee Account (retention money) will be released to the CONTRACTOR, the CONTRACTOR shall demobilize which shall include, but not be limited to:

- 7.1 Dismantling and removal of all Contractor's temporary facilities (Site office, Workshop, Stores, Camp accommodation etc.) and utility systems.
- 7.2 Removal of all balance construction equipment, machinery, tools, rigging, cranes, scaffolding etc from site.
- 7.3 Removal of all surplus equipment and materials.
- 7.4 Reinstatement of the areas of temporary facilities to a clean and tidy condition to the satisfaction of EMPLOYER.
- 7.5 Re-export of construction equipment, machinery, cranes etc., if temporarily imported for sole purpose of construction of the Work Part under this CONTRACT, in conformance and compliance to the applicable government laws, regulations and procedures.

8.0 PROJECT CLOSE OUT

Within two (2) weeks from the FINAL ACCEPTANCE date of the complete WORK, CONTRACTOR shall prepare a closeout report, for submission to EMPLOYER. The report shall contain a detailed narrative of all main events, major decisions undertaken, problems faced and their resolutions for technical aspects, project management, procurement, construction, installation, testing, commissioning, maintenance & guarantee, and interfacing with other concurrent EMPLOYER projects.

End of EXHIBIT B

EXHIBIT C
BILL OF QUANTITY

No.	Description	Qty	Rate in USD	Sub Total (USD)
1	Grass & flowers			
1.1	Grass (The type and specification of grass shall strictly in accordance to PCH requirements)	10,000 m ²		
1.2	Flower (Contractor shall propose the flower type and specification to PCH for approval.)	1000 m ²		
2	Irrigation system (It shall include but not limited to PVC pipes, fittings & accessories)			
2.1	DN 110 PP-R pipe as well as elbow, fixing, tee, and other relative accessories.	120m		
2.2	DN 75 PP-R pipe as well as elbow, fixing, tee, and other relative accessories.	300m		
2.3	DN 32 PP-R pipe as well as elbow, fixing, tee, and other relative accessories.	700m		
2.4	Gate valves De 110	1 pieces		
2.5	Pressure fountain sprinkler (Minimum working radius shall no less than 5 meters)	98 pieces		
3	Fertilizer & loam			
3.1	Fertilizer	1000 kg		
3.2	Backfill Suitable soil	6000m ³		
Grand Total in USD				

We agree to complete the project in the manner as specified in "Tender Documents" including commissioning of all services in contractual duration.

Name of Contractor:

Authorized Person:

Signature & Seal:

Date:

END OF EXHIBIT C

**EXHIBIT D
PROJECT SCHEDULE**

- 1.0 Bidder shall carry out a practical and workable project schedule and complete the Work as per the milestones as follows:
- | | | |
|--------------|---|-----------------------------------|
| Milestone 1: | Award Construction Contract (forecast date) | Effective Date (ED) |
| Milestone 2: | Commencement of Construction | 3 days from ED |
| Milestone 3: | Completion of Construction | 24 days from ED |
| Milestone 4: | Preliminary Handover & Taking over | 26 days from ED |
| Milestone 5: | Final Acceptance | 1 calendar year after Taking Over |
- 2.0 The Contractor shall meet or improve upon the maximum durations envisioned by Employer.
- 3.0 The Contract Price shall be all-inclusive for the execution of the Work specified in the Contract and shall be completed within the durations specified above.
- 4.0 The Contract includes the completion of all preliminary work, civil work and all other corresponding work with the project schedule bar chart & it shall be followed by the Contractor.
- 5.0 If Contractor fails to complete and hand-over the Work to the satisfaction of PetroChina by the time-line specified in Milestone 4 above, liquidated damages (LD) of 0.2% of the Agreement Price per day shall be deducted from the Contractor's payment till delivery of the Work. The maximum cap of the LD shall be 5% of the Agreement Price. The said LD represents a genuine and pre-estimate of the loss that will be suffered by PetroChina in case of delay.

END OF EXHIBIT D

EXHIBIT E
INVOICE FORMAT

CONTRACTOR'S LETTERHEAD OR LOGO**CONTRACTOR'S ADDRESS****SAMPLE INVOICE FORMAT**

To	PetroChina International Iraq FZE Iraq Branch c/o PetroChina Halfaya FZ-LLC Finance & Accounting Department, Dubai Internet City, Building No. 10, Fourth Floor, Office A-401 P. O. Box 500486, Dubai, United Arab Emirates	Agreement No	
		Invoice No	
		Invoice Date	
		Payment Term:	
Attn	Account Payable Finance and Accounting Department		

Invoice Description	Amount
TOTAL NET PAYABLE THIS INVOICE (in numerical)	USD
TOTAL NET PAYABLE THIS INVOICE (in words)	United States Dollar

Bank Information

For and on behalf of

Contractor's Name

Signature	Name	Designation	Date
Contact Details		E-mail Address	