PetroChina International Iraq FZE Iraq Branch

شركة بتروشاينا انترناشيونال م.م.ح فرع العراق

Tenders 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 Tenders are listed below:

	Tender Title	Tender No.
1	**Provision of Insurance Policy for HFO Vehicles.**	**HFY-CON/HFO0518-0542**
Bidding collection period	**From 8:00 am on 22nd May 2014 to 04:00 pm on 22nd June 2014.**	
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 company.

3. Contact information:

All interested companies, shall submit all the required documents to given email address or to PetroChina Amara Office .Contact: Dept. of Contracts, Procurement & Logistics PetroChina International Iraq FZE Iraq Branch.

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

إعلان عن مناقصات

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 .

المناقصات المراد الاعلان عنها مدرجة أدناه:

عنوان المناقصة		رقم المناقصة
1	**توفير بوليصة تأمين للمركبات في حقل الحلفايا النفطي.**	**HFY-CON/HFO0518-0542**
فترة استلام العطاءات	**من الساعة 8:00 صباحاً من يوم 22 آيار 2014 و لغاية الساعة 04:00 مساءا من يوم 22 حزيران 2014**	
رسوم المشاركة بالمناقصة	**100 دولار امريكي**	
البريد الألكتروني	**Halfaya_procurement@petrochina-hfy.com**	

2.المؤهلات و الوثائق المطلوبة للمشاركة بالمناقصة:

1-2) مليء 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 العماره.

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 INTERNATIONA IRAQ FZE IRAQ BRANCH

INVITATION TO BID DOCUMENT

FOR

TENDER NO. HFY-CON/HFO0518-0542

Provision of Insurance Policy for HFO Vehicles

GENERAL TABLE OF CONTENT

ITB DOCUMENT

FORM A

INSTRUCTIONS AND INFORMATION TO BIDDER

FORM A

INSTRUCTIONS AND INFORMATION TO BIDDER

TENDER NO. HFY-CON/HFO0518-0542

PROVISION OF INSURANCE POLICY FOR HFO VEHICLES

TABLE OF CONTENT

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 Provision of Insurance Policy for HFO Vehicles. 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-1.6 Any query concerning preparation of Bid Proposal is to be directed in writing to the address given in Section A-8.6. All relevant questions, along with PetroChina's reply, will be sent to all Bidders.

A-1.7 Bid Proposal shall be binding for a period of 90 calendar days from the Bid Closing Date June 22nd, 2014.

A-1.8 All Bid Proposal must be signed and certified by an officer duly authorized by Bidder.

A-1.9 Any amendments appearing in the Bid Proposal must be signed or initialized by the Bidder's authorized officer.

A-1.10 FAILURE TO STRICTLY COMPLY WITH THE INSTRUCTIONS SET FORTH IN THIS FORM A WILL RESULT IN THE BID PROPOSAL BEING DEEMED TO BE NON - COMFORMING, IN WHICH CASE IT WILL BE EXCLUDED FROM FURTHER CONSIDERATION.

A-2.0 <u>INTENTION TO BID</u>

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 **<u>Bidder is advised to confirm within three (3) days upon receipt of Bid Documents the followings:-</u>**

- 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 <u>without any changes to the form.</u>

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 <u>QUOTATIONS</u>

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 <u>must be stamped by Bidder's official company logo and properly initialed by Bidder's authorized officer.</u>

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

A-4.0 Bid Bond

(a) Each Bidder is required to submit, as part of its Bid, a bid bond in the form identified below, and in the amount one percent (1%) of the bid value in accordance with the information it provides in Part 5 of Section III (the "Bid Bond").

(b) The form of the required Bid Bond is included in the ITB Documents as Form G (Bid Bond). The Bid Bond shall be issued by a commercial bank or other financial institution acceptable to theCOMPANY based on its long-term debt rating; provided, however, that COMPANY shall have the right to accept a commercial bank or other financial institution with no rating.

(c) An unsuccessful Bidder will be returned with its Bid Bond within thirty (30) days following notification by the COMPANY that its Bid was unsuccessful. The COMPANY shall return the Bid Bond to the successful Bidder following delivery by the successful Bidder to the COMPANY of the Performance Security (Bank Guarantee), the Bank Guarantee shall be issued in the form of Appendix E attached to the AGREEMENT (the "Bank Guarantee").the COMPANY shall return the Bid Bond upon the execution of the AGREEMENT.

(d) The Bid Bond may be called upon by the COMPANY, in its sole and absolute discretion, in the following cases:

(i) if a Bidder, having been declared to be the successful Bidder by the COMPANY, refuses to execute the AGREEMENT within three (3) days from the date of a written demand by the COMPANY to enter into the AGREEMENT;

(ii) if a Bidder withdraws or repudiates its Bid after the Bid Closing Date but before the expiry of the Bid Validity Period;

(iii) if a Bidder violates any of the COMPANY's guidelines on business conduct;

(iv) if a Bidder violates any applicable law with respect to the submission of its Bid;

(v) if a Bidder fails to submit the required content of the commercial and technical schedules required under Parts 3 and 4 of Section III of the ITB Documents; or

(vi) if a Bidder, having been declared to be the successful Bidder, and had selected the Bank Guarantee Option, fails to extend its Bid Bond until it is replaced with the Bank Guarantee.

A-4.1 <u>AGREEMENT EXCEPTIONS</u>

a) 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.

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

b) Change(s) or exception(s) to the Agreement expressed after the closing date of the bid will not be entertained.

c) 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.

d) 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.

e) 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-5.2 Bidder is advised to refer Article 14 – Taxes and Customs Duties in the Price Agreement Form for details on the applicable taxes and duties.

A-6.0 PROPOSAL FORMAT

A-6.1 Bidder must submit its proposal in eight (**8)** separate sealed packages;

1) the "BID LETTER"
2) the "TECHNICAL PROPOSAL", and
3) the" COPY GENERAL AND TECHNICAL PROPOSAL ",
4) the " FIRST ORIGINAL COMMERCIAL PROPOSAL",
5) the " SECOND ORIGINAL COMMERCIAL PROPOSAL",
6) the" COPY COMMERCIAL PROPOSAL ",
7) Bid Bond
8) Corporate Documents

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) Each submission of a Bid must be made separately in a sealed package (the "**Bid Package**") that contains the following:

(i) One (1) original copy of the duly completed and executed Bid Letter in the form set out in Part 1 of Section III;

(ii) One (1) sealed envelope containing one (1) original set of the duly completed forms set out in, and the information and other materials as required in, Part 3 of Section III (the **"General and Technical Bid Submission"**). In addition, the electronic copy of the technical bid should be prepared and sealed inside the envelope;

(iii) One (1) sealed envelope containing one (1) copy set of the General and Technical Bid Submission;

(iv) One (1) sealed envelope containing the first one (1) original set of the duly completed forms set out in, and the information and other materials as required in, Part 4 of Section III (the **"First Commercial Bid Submission"**). The electronic copy of the commercial bid should be prepared and sealed inside as well; and

(v) One (1) sealed envelope containing the second one (1) original set of the duly completed forms set out in, and the information and other materials as required in, Part 4 of Section III (the **"Second Commercial Bid Submission"**). The electronic copy of the commercial bid should be prepared and sealed inside as well; and

(vi) One (1) sealed envelope containing one (1) copy set of the Commercial Bid Submission.

(vii) One (1) Sealed envelope containing one (1) original set of the bid bond

(viii) **BIDDER'S CORPORATE DOCUMENTATION AND AUTHORIZATION**

Bidder shall submit in a separate and clearly marked envelop the appropriate documentation to evidence its legal existence. If documents are not originally in the English language, they have to be translated into English by a certified public translator. Documents to be provided shall be as indicated below:

1. **Local Iraqi Companies (registered/incorporated in Iraq pursuant Iraqi Companies Law).**

(a) Certificate of Incorporation and/or Business License,
(b) Memorandum of Association,
(c) Company ID,
(d) Power of Attorney.

Except for the Power of Attorney that shall be submitted in original and duly notarized by a Public Notary; all documents may be submitted in copies with the original seal of the issuing authority stamped on them. As the case maybe, Bidder may present such documents in original to allow PetroChina verify compliance with applicable regulations.

2. **UAE Companies (registered/incorporated in the UAE or in a UAE Free Zone)**.

(a) Certificate of Incorporation and/or Business License (DED Trade License),
(b) Memorandum of Association and membership in Chamber of Commerce,
(c) Power of Attorney

Except for the Power of Attorney that shall be submitted in original and duly notarized by a Public Notary; all documents may be submitted in copies with the original seal of the issuing authority stamped on them. As the case maybe, Bidder may present such documents in original to allow PetroChina verify compliance with applicable regulations. Companies incorporated in a Free Zone shall comply with such local requirements, as they may be applicable.

3. **Companies incorporated/registered outside Iraq and/or the UAE (Branches of Foreign Companies)**.

(a) Certificate of Registration in the country of origin,
(b) Memorandum of Association in the country of origin,
(c) Power of Attorney,
(d) Registration of an Office Branch in Iraq (Domiciliation); only if activities are to be performed in Iraq.

Documents under (a), (b) and (c) above have to be submitted in original hard copy, notarized by Public Notary and legalized/authenticated by the correspondent Iraqi diplomatic representation in the country of origin. Concerning the Registration of the Office Branch in Iraq, under (d), it may be submitted in a copy with the original seal of the issuing authority stamped on it.

4. Same requirements, as mentioned above, shall be complied by Bidder's Parent Company if a parent company guarantee is requested; as well as, by each member of a joint venture, consortium or partnership, if the offer is jointly submitted.

5. All documents shall be valid and in force, documents with their validity expired shall not be accepted.

A-8.0 SUBMISSION OF PROPOSAL

A-8.1 Bidder shall submit their Technical Package in one bound consisting of one original and two copies, including one soft copy of the proposal; and Commercial Package in two (2) bounds consisting of one original and one copy sets 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 The word "Original" and "Copy" shall be clearly marked on each envelope. Bids shall be clearly marked "Confidential" and shall be sealed in separate packages, clearly marked in bold letters as follows and submitted to the following address:

<table>
<tr><td colspan="2" align="center">CONFIDENTIAL</td></tr>
<tr><td colspan="2">BID LETTER; OR
ORIGINAL GENERAL AND TECHNICAL PROPOSAL; OR
FIRST ORIGINAL COMMERCIAL PROPOSAL; OR
SECOND ORIGINAL COMMERCIAL PROPOSAL; OR
COPY GENERAL AND TECHNICAL PROPOSAL; OR
COPY COMMERCIAL PROPOSAL; OR
BIDDER'S CORPORATE DOCUMENTATION AND AUTHORIZATION;OR
ORIGINAL BID BOND.</td></tr>
<tr><td>Tender No.:</td><td>HFY-CON/HFO0518-0542</td></tr>
<tr><td>Tender Title:</td><td>Provision of Insurance Policy for HFO Vehicles</td></tr>
<tr><td>To:</td><td>PetroChina International Iraq FZE Iraq Branch
Department of Contract, Procurement and Logistics
P.O. Box: 500486, Fourth Floor, Building No. 10, Dubai Internet City, Dubai, United Arab Emirates
Fax : +971 04 4404190
Email :halfaya_procurement@petrochina-hfy.com</td></tr>
<tr><td>ATTN:</td><td>Tender Committee Secretary</td></tr>
<tr><td>Submitted By :</td><td>[Name of Bidder]

[Contact Person, Address and Phone and Fax Numbers of Bidder]</td></tr>
</table>

(a) Each envelope within the Bid Package must also be clearly marked and labelled as set out in paragraph (a) above, and shall also clearly identify the contents therein, i.e. whether it is the General and Technical Bid Submission or the Commercial Bid Submission, and whether it is the original set or the copy set. Each envelope must also be sealed. **Any Bid Package**

without the above mentioned label on the envelope will be considered invalid and will not be considered in the evaluation process.

(b) Each sealed envelope of the Bid Package must be marked with a company stamp on each seal and on each corner.

Note: Any Bid Package provided that is not in compliance with the above points in section A-8.3 will be considered invalid and will not be considered in the evaluation process.

A-8.4 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 labeled properly with the words “TECHNICAL PROPOSAL” or “COMMERCIAL PROPOSAL” as appropriate, including the Bidder's name and address, and this Tender number and title.

A-8.5 Bidder Submit One (1) soft copy of commercial proposal (PDF+Word/Excel).

A-8.6 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-8.7 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 SecretaryContracts, 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-8.8 Each sealed envelope of the Bid Package must be marked with a company stamp on each seal and on each corner.

Note: Any Bid Package provided that is not in compliance with the above points in section 5.2 will be considered invalid and will not be considered in the evaluation process.

A-8.9 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-8.10 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-8.11 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-8.12 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- 8.13 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-8.14 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/HFO0518-0542
Tender Title **:** Provision of Insurance Policy for HFO Vehicles

We, the undersigned, certify that we have received, read and understood the subject Invitation to Bid Document for the Agreement for the Provision of Insurance Policy for HFO Vehicles.

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/HFO0518-0542
Tender Title **:** Provision of Insurance Policy for HFO Vehicles.

We, the undersigned, certify that we have received, read and understood the subject Invitation to Bid Document for the Agreement for the Provision of Insurance Policy for HFO Vehicles. 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/HFO0518-0542

Tender Title **:** Provision of Insurance Policy for HFO Vehicles

We, the undersigned, certify that we have received, read and understood the subject Invitation to Bid Document for the Agreement for the Provision of Insurance Policy for HFO Vehicles. 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 COMMERICIAL 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.	**Attach separately**
3.2	Bidder to submit a comprehensive organization chart dedicated to execute the Work required under this tender.	**Attach separately**

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.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.	2010/2011	
		2011/2012	
6.2	Audited financial statement for year 2010/2011 and 2011/2012.	To submit the required financial statement. **Attach separately**	

7.0 REQUIRED DOCUMENTS

COMPANY REGISTRATION DOCUMENTATION AND AUTHORIZATION:

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

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

NO	Description	BIDDER RESPONSE	REMARK
1	Confirmation of the understanding of the scope of the work		
2	Proven Experience in provision of Foundation trainings in the region or worldwide		

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 BE IN THE FORM OF EXHIBIT C SCHEDULE OF COMPENSATION TO FORM OF AGREEMENT. THEN RATES AND COSTS STATED IN SHALL SERVE AS EXHIBIT C, SCHEDULE OF COMPENSATION FOR THE PERFORMANCE OF THE AGREEMENT.

THREE COPIES OF COMMERCIAL PROPOSAL ARE REQUIRED (TWO ORIGINALS AND ONE COPY).

<u>END OF FORM F</u>

FORM G

BID BOND

Date: [Insert date of issue and Reference Number]

To: PetroChina International Iraq FZE Iraq Branch

A company duly domiciled in the Republic of Iraq and having its main office at PetroChina Halfaya Base Camp, Kahla'a, Missan province, Republic of Iraq (the "Company").

We, [Insert name and branch address of the issuing bank] (the "Guarantor"), hereby issue in favour of Company this Bid Bond number [Bank to insert reference number], in the aggregate maximum amount of [Insert amount in figures and words, and currency] (hereinafter referred to as the "Bid Bond") on behalf of [Insert Bidder complete company name and address] (the "Bidder"), in connection with its bid for Tender No. [insert bidding reference number].

Guarantor unconditionally and irrevocably undertake to pay to Company, without deduction or set-off of any kind, the Bid Bond upon receipt of a Demand for Payment stating that Bidder (i) has withdrawn its offer during the tender period or before the expiry of this Bid Bond, (ii) has increased its quotation without technical deviations approved by Company during the original bid validity period, (iii) has increased its quotation with amount more than the amount specified in form of commercial proposal in case Company extends the bid validity period, or (iv) while was declared the successful bidder, Bidder did not sign the contract corresponding to its offer or failed to provide the Performance Guarantee requested in the tender process, without Company consent. Company is not required to substantiate its Demand for Payment or submitting any additional document(s). Payment under this Bid Bond shall be made by wire transfer of immediately available funds to the account specified in the Demand for Payment on the second banking day after the day on which the Demand for Payment is received or on the third banking day after the day on which the Demand for Payment is received, if the day of reception is not a banking working day or the Demand for Payment is received after banking working hours at the Payment Office.

Demand for Payment shall be submitted at [Insert exact location and addres of the issuing bank branch] (the "Payment Office"), to the attention of: [Issuing bank to insert reference] and shall mention this Bid Bond number.

All drawings under this Bid Bond must be made on or before [Insert exact expiry date] (the "Expiry Date"). Upon the Expiry Date, this Bid Bond shall become null and void, whether returned to the Guarantor for cancellation or not and any claim or statement received after the Expiry Date shall be ineffective and not accepted; provided, however, that any claim or demand received by us prior to the Expiry Date in accordance with its terms shall not be affected.

This Bid Bond shall be construed in accordance with and governed by the Laws of England and Wales (without reference to its rules as to conflicts of laws), excluding the Contracts (Rights of Third Parties Rights) Act 1999. Any dispute arising out of the terms and conditions, interpretation, validity or enforceability of this Guarantee shall be shall be finally and exclusively settled by arbitration according to the Hong Kong International Arbitration Centre Administered Arbitration

Rules, as in effect on the date of the isuue of this Bid Bond; the arbitration shall take place in Hong Kong, Special Administrative Region of the People's Republic of China, in the English language.

Signature(s),

END OF FORM G

	PetroChina International Iraq FZE Iraq Branch

Contract Description				
Contract Number				
Description of Service				
Budget	AFE Number		Account Code	
Location of Service				
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.	A	6
3	Scope of Work	B	4
4	SCHEDULE OF COMPENSATION	C	2
5			
6			

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	**Accepted and agreed on behalf of [insert the name of Contractor]**
…………………………………………. **Name** **Position:**	…………………………………………. **Name:** **Position:**
Date signed:	**Date signed**:
Witness: …………………………………………. **Name:** **Position:**	…………………………………………. **Name:** **Position:**
Date signed:	**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 Exhibit, 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 Two (2) years from the Effective Date of this Agreement, with an option for PetroChina to extend its duration one (1) year by giving at least one (1) week notice in advance to Contractor; in case of such extension all terms and conditions shall continue to be in force and effect and govern the relationship between PetroChina and Contractor.

3. Price

The Price for the Services shall be as set out in Exhibit C (Compensation Schedule) 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 Services performed. Contractor's invoice shall be submitted as one (1) original invoice together with sufficient original supporting documentation to permit verification thereof by PetroChina. All invoices shall include the reference of this Agreement and the description of services 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.
Invoices shall be sent to PetroChina within 10 days of the end of previous month in respect of which the invoices are issued and addressed to:

PetroChina International Iraq FZE Iraq Branch C/o
PetroChina Halfaya FZ LLC
Finance & Accounting Department,
The Greens, Emaar Business Park
Building No 1 (CNPC Building) 8th Floor, Office 822
P. O. Box 500486, Dubai, United Aran Emirates

Att.: Section Head Accounts Payable
Telephone:
Email:

(b) Payment of invoices shall be subject to withholding 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. Company and Contractor shall, in good faith, endeavor to settle and adjust any disputed amount. Payment in respect of disputed items in invoices shall be made within seven (7) days of the settlement of dispute provided the initial credit period of forty five (45) days has already elapsed.
(d) All payments shall be made in USD to the Contractor's designated bank account the details of which are as under:

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

Provided that Contractor may specify different bank account details to Company in writing and such changes in bank account details shall be subject to Company's approval and be effective within five (5) Business Days thereafter. Further, Company has the right to instruct the Contractor to change their bank details, in case major changes or incidents related to respective bank status, such as, but not limited to, compliance with laws and regulations concerning economic sanctions Boycotts and Embargoes

(e) Payment due to Contractor may be withheld by PetroChina on account of:
(i) Unsatisfactory performance of the Services;

(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 Services or amounts due to Contractor's subcontractors.

(d) 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.

e) Four (4) months after the end of any given month in which the Services were performed Company shall be entitled to reject any further invoicing from Contractor for the Services carried out during such month. Without prejudice to the above, Contractor shall submit the final invoice no later than three (3) months after the completion of the Services under this Agreement.

5. 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/or employer's 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 services, CONTRACTOR or its Affiliates engaged in providing the Goods or services shall furnish Company certificates, on a form acceptable to Company on request, signed by authorized representatives of the insurance companies providing the coverage, evidencing all coverages, extensions and limits required to be carried by Supplier or such Affiliates under the provisions of this Agreement. Upon request, Company shall have the right to examine or inspect the certificates of insurance in the offices of Supplier 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) The Contractor shall be responsible for, and liable to, and indemnify and hold harmless Company and Company 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 Company will bear no financial liability attributable to the deficient insurance coverage by the Contractor.

(f) If the Contractor fails to take out and/or maintain and/or renew in effect the insurances required under this Article, Company 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 Company on demand and may be deducted from or set-off against any payments otherwise due under the contract.

(g) No Insurances shall be cancelled or materially discharged during the term of the Agreement without Company's prior writeen consent.

(h) Without COMPANY'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.

6. Warranties

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 Services 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 Services;

(c) The Services shall be of the kind and quality specified by PetroChina and shall fit the intended purpose;

(d) The Services shall be of good quality workmanship and material;

(e) The Services shall be free from defect and fault in design;

(f) The Services shall meet general and acceptable standards for such Services;

(g) All materials supplied as part of the Service shall be new and have not been previously used unless otherwise specified herein;

(h) 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 Services; and,

7. WARRANTY

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 Services using the degree of skill care and diligence to be expected consultant in the provision of the similar Services. The Contactor shall comply with all standards practices applicable from a legal and technical standpoints.

8. Remedies for Breach of Warranty or defective Services

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, Services or materials fail to conform to the warranty, PetroChina shall have the right to do any or all of the following:

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

9. Costs of repair, replacement or re-performance

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

10. Liquidated Damages:

Contractor guarantees that it shall render the insurance policies in effect within 30 days from the effective Date. Failure of the Contractor to render the insurance policies in effect within the aforesaid timeframe or failure to provide the services required as per the stipulations in this Agreement and the insurance industry practice shall render the Contractor to be liable for liquidated damages (LD) till rectification of the shortcoming . The LD to be paid by Contractor or deducted by PetroChina shall be up to 10% of the Agreement Price.

Such LD shall accrue day-by-day and shall be calculated according to the hereinbelow formula until Contractor complies with its obligations
Agreement Price **/** Agreement Term x 10% = LD per day delay

The Parties agree that such liquidated damages (i) represent a reasonable pre-estimate of the losses likely to be suffered by Company in the event of any delay or sub-standard performance (ii) is not in the nature of a penalty, and (iii) has been agreed upon by the Parties because of the difficulty of ascertaining the exact amount of loss and damage that Company would suffer in such circumstances and shall be applicable regardless of the actual loss that Company sustains or incurs.

11. Inspection

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

12. 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.

13. 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, Ioss of financial advantage, business interruptions or downtime.

Contractor shall defend, save, indemnify and hold PetroChina harmless against any claims relating to loss, damage to Contractor's property or injury, disease or death to Contractor's personnel due to the performance of this Agreement.

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 Company Group and Contractor Group.

14. 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 COMPANY 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 Company is subject to any demand to pay other taxes arising out under this contract, Contactor either assume, pay and discharge in a timely manner all such other or additional taxes. Company may offset any amounts due from Contractor under this indemnity from any payments Company is due to make to Contractor under this contract.

(c) Contractor shall, upon request, supply, and shall procure that Subcontractors supply to Company, such information (including documentary information) connected with the work as may be required by Company for any of the following purposes:

(i) to enable Company to comply with the lawful demand or requirement for such information by any Tax Authority;

(ii) to enable Company 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 Company 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 Company to, any Taxes.

(d) The obligations of Contractor set forth above shall subsist for a period of thirty six (36) 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 contract. Contractor shall retain and shall ensure that Subcontractors retain, all information and documents connected with its activities under or pursuant to this contract 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, Company is required to deduct any amount, whether as TAX or howsoever called, Company shall without further notification to Contractor deduct the specified amount from any amount payable to Contractor. Company 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 Company makes any such deduction or withholding, Company 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 Company of any official receipt(s) which remain outstanding for the aforesaid period whereupon Company 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 Company.

(f) In the event Contractor claims to be exempted from any statutory deductions, it shall inform Company and provide any necessary documentation to support its case, including a valid certificate of exemption from the relevant Authority, if applicable. Company 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 Company, the Contractor shall be liable to provide Tax Clearance Certificate within prescribed time period and in the absence of such Clearance Certificate the Company shall be obligated to remit the retained amount to the Taxes General Commission of Iraq.

If the Contractor disputes regarding the applicability of lower rate of withholding tax what is actually applied by the Company at the time of making payment, in such events Contractor shall be required to provide a clarification in writing from the Taxes General Commission or any of its Branches vested with the responsibility under the Income Tax Law to issue such clarifications.

(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 contract. Company 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 Company 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. Company shall be entitled to vary the administration of the Contract as required by law as a consequence thereof. Company shall be under no obligation to compensate Contractor for additional TAXES arising as a consequence thereof.

15. 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 Services.

(b) PetroChina may at any time, terminate all or any part of the Services without cause by giving five (5) calendar days prior written notice to Contractor specifying that PetroChina intends to terminate the Services and the effective date of termination. PetroChina shall pay Contractor, upon receipt and verification of Contractor's invoice, all amounts properly due for the Services performed prior to the date of termination plus reasonable expenses actually incurred and directly resulting from the termination.

16. 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.

17. 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, Neither Party shall be responsible or liable for or deemed in breach of this Agreement because of any delay in or failure of performance of its respective obligations hereunder (excluding the lack of financial resources and the inability to pay under this agreement) if and to the extent such delay or failure is attributable to any event or circumstance (i) beyond the reasonable control of the non – performing Party ,(ii) that was not reasonably expected to occur at the Effective date, or (iii) that could not reasonably has been avoided (an "Event of Force Majeure" or "Force Majeure").and any other cause not due to the fault or negligence of the Party invoking Force Majeure.

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 Services 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 Services 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 Services, 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 Services should be suspended or terminated.

18. Governing Law and Dispute Resolution

(a) This Agreement shall be construed 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 in Hong Kong a special administrative region of People's Republic of China, and shall be conducted in the English language, with appropriate arrangements made for the translation of any oral testimony.

19. Entire Agreement

This Agreement when accepted and signed by Contractor shall constitute the entire agreement between the Parties with respect to the Services 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.

20. 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 Company HSE Regulations and best 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.

20. 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.: CPL Manager
E-Mail: halfaya_procurement@petrochina-hfy.com

With copies to:

CPL Department

B. If to Contractor:

Bidders to provide the details:

END OF EXHIBIT A

EXHIBIT B

SCOPE OF WORK

Scope of Work

1. PetroChina Halfaya (Hereinafter as “the Insured”) is a company operating in Halfaya Oilfield in Missan Governorate of Iraq. The Insured is seeking the insurance of all its vehicles for bodily injury or property damage for which the Insured becomes legally responsible because of an auto accident.
2. The Insurance Company (hereinafter as “the Insurer”) shall be licensed to provide vehicle insurance in Iraq for more than 3 years.
3. The Insurer shall provide evidence of suitable credit rating or backing.
4. The Insurer shall have suitable qualified staff available to facilitate and follow up on enquiries and claims of the Insured.
5. The Insurer shall be able to process claims in maximum thirty (30) days from receipt of supporting documentation, except in disputed cases.
6. The vehicle types and models are listed in Attachment A – Existing Vehicles and Attachment B – Vehicles in Purchase.
7. The insurance policy period shall be two (2) years starting from the issuance of the formal policy.
8. The insurance policy shall cover the following three insurance types:
   a. Insured vehicle damage insurance: full recovery;
   b. Bodily injury insurance to motorists including drivers and passengers: upper limit 70,000 USD per motorist;
   c. The third party liability insurance: upper limit 10,000 to 70,000 USD per accident per vehicle.
9. According to the local business practice, the Insurer can choose to lower the two upper limits of compensation in Articles 8a and 8b. The range of compensation upper limits can be from 10,000 USD to 70,000 USD. The Insured will do the evaluation through conversion and balance between upper limit of compensation and premium needed.
10. In the proposal, the Insurer need to attach a complete template of its vehicle insurance policy tailored to the requirements of the Insured. The insured will review it and see whether the coverage/exclusions, claiming procedures and the wordings of the policy are suitable.
11. The Insurer can visit the site of the Insured to check the conditions and realness of the vehicle information to be insured.

EXHIBIT C

SCHEDULE OF COMPENSATION

Compensation Schedule

1. The premium is for two years since the issuance of the formal insurance policy.
2. The premium shall be paid by the Insured to the Insurer within 45 days after the issuance of the formal policy.
3. The first policy shall include all existing vehicles and the subsequent policies will be issued when required by the Insured for the upcoming vehicles in purchase. The Insured will pay the premium of each insurance policy separately.
4. For motorist injury and damage to the 3rd party, the Insurer shall set an upper limit of compensation within the range from 10,000 to 70,000 USD. Upper limit of compensation for motorist injury: _____ USD/motorist. Upper limit of compensation for damage to the third party: ______USD/vehicle/accident.

Attachment A - Existing Vehicles

No	Asset Description	ID	Model	Year of Manufacture	Value (USD)	Premium (USD)		
						For Insured Vehicle Damage	For Motorist Injury	For Damage to the 3rd
1	A. LandCruiser	JTMHVO9J3A5004922	200 Series, GXR	2010	95,650.00			
2	A. LandCruiser	JTMHVO9J0A5008944	200 Series, GXR	2010	95,650.00			
3	A. LandCruiser	JTMHVO9JXA4045165	200 Series, GXR	2010	95,650.00			
4	A. LandCruiser	JTMHVO9J3A5008906	200 Series, GXR	2010	95,650.00			
5	A. LandCruiser	JTMHVO9J4A5010227	200 Series, GXR	2010	95,650.00			
6	A. LandCruiser	JTMHVO9J3A5012048	200 Series, GXR	2010	95,650.00			
7	A. LandCruiser	JTMHVO9J3A5012177	200 Series, GXR	2010	95,650.00			
8	A. LandCruiser	JTMHVO9J3A5010483	200 Series, GXR	2010	95,650.00			
9	A. LandCruiser	JTMHVO9J6A5009001	200 Series, GXR	2010	95,650.00			
10	A. LandCruiser	JTMHVO9JXA5010247	200 Series, GXR	2010	95,650.00			
11	A. LandCruiser	JTMHVO9J4B5021021	200 Series, GXR	2011	99,028.00			
12	A. LandCruiser	JTMHVO9J7B4053192	200 Series, GXR	2010	99,028.00			
13	A. LandCruiser	JTMHVO9J7B4053780	200 Series, GXR	2011	99,028.00			
14	A. LandCruiser	JTMHVO9J7B4022183	200 Series, GXR	2011	99,028.00			
15	A. LandCruiser	JTMHVO9J7B5020855	200 Series, GXR	2011	99,028.00			
16	A. LandCruiser	JTMHVO9J7B5021440	200 Series, GXR	2011	99,028.00			

17	A. LandCruiser	JTMHVO9J7B4054808	200 Series, GXR	2011	99,028.00			
18	A. LandCruiser	JTMHVO9J7B5021484	200 Series, GXR	2011	99,028.00			
19	A. LandCruiser	JTMHVO9J7B5020409	200 Series, GXR	2011	99,028.00			
20	A. LandCruiser	JTMHVO9J3B5022364	200 Series, GXR	2011	99,028.00			
21	A. LandCruiser	JTMHVO9J5B4054759	200 Series, GXR	2011	99,028.00			
22	A. LandCruiser	JTMHVO9J5B5021268	200 Series, GXR	2011	99,028.00			
23	A. LandCruiser	JTMHVO9J1B5022269	200 Series, GXR	2011	99,028.00			
24	A. LandCruiser	JTMHVO9J1B4053126	200 Series, GXR	2010	99,028.00			
25	A. LandCruiser	JTMHVO9J7B4053676	200 Series, GXR	2011	99,028.00			
26	A. LandCruiser	JTMHVO9J7B5020445	200 Series, GXR	2011	99,028.00			
27	A. LandCruiser	JTMHVO9J6B5020940	200 Series, GXR	2011	99,028.00			
28	A. LandCruiser	JTMHV09J2B5021809	200 Series, GXR	2011	99,028.00			
29	A. LandCruiser	JTMHV09J2B4054668	200 Series, GXR	2011	99,028.00			
30	A. LandCruiser	JTMHV09J7B5020140	200 Series, GXR	2010	99,028.00			
31	A. LandCruiser	JTMHV09J0B5020108	200 Series, GXR	2010	99,028.00			
32	A. LandCruiser	JTMHV09J7B4053502	200 Series, GXR	2011	99,028.00			
33	A. Ambulance	JTGRB71J4B7005877	78 Series, HT	2011	91,077.00			
34	S. Ambulance	JTGRB71J6B7005878	78 Series ,HT	2011	49,127.00			
35	A.MINI BUS	JTGFB5181S1047514	Coaster	2011	166,525.70			
36	A.MINI BUS	ZTGFB5189S1047311	Coaster	2011	166,525.70			
37	S.MINI BUS	JTGFB5186C1047184	Coaster	2011	65,901.00			
38	S.MINI BUS	JIGFB5185C1050819	Coaster	2012	58,000.00			
39	S.MINI BUS	JIGFB5183C1051564	Coaster	2012	58,000.00			
40	S.MINI BUS	JIGFB5187C1051194	Coaster	2012	58,000.00			

41	S. LandCruiser	JTMHV09J4B4061802	200 Series, GXR	2011	54,175.29			
42	S. LandCruiser	JTMHV09J4B5031466	200 Series, GXR	2011	54,175.29			
43	S. LandCruiser	JTMHV09J3B5031653	200 Series, GXR	2011	54,175.29			
44	S. LandCruiser	JTMHV09J3B4061676	200 Series, GXR	2011	54,175.29			
45	S. LandCruiser	JTMHV09J4B4060939	200 Series, GXR	2011	54,175.29			
46	S. LandCruiser	JTMHV09J3B5031393	200 Series, GXR	2011	54,175.29			
47	S. LandCruiser	JTMHV09J3D4096592	200 Series, GXR	2013	53,300.00			
48	S. LandCruiser	JTMHV09J5D4096822	200 Series, GXR	2013	53,300.00			
49	S. LandCruiser	JTMHV09J2D4097376	200 Series, GXR	2013	53,300.00			
50	Toyota Pickup	MR0FR22G0D0689231	Hilux	2013	25,200.00			
51	Toyota Pickup	MR0FR22G0D0689163	Hilux	2013	25,200.00			
52	Toyota Pickup	MR0FR22G0D0689270	Hilux	2013	25,200.00			
53	Toyota Pickup	MR0FR22G0D0689021	Hilux	2013	25,200.00			
54	Toyota Pickup	MR0FR22G0D0689102	Hilux	2013	25,200.00			
55	Toyota Pickup	MR0FR22G0D0689289	Hilux	2013	25,200.00			
56	Toyota Pickup	MR0FR22G0D0689325	Hilux	2013	25,200.00			
57	Toyota Pickup	MR0FR22G0D0689237	Hilux	2013	25,200.00			
58	Toyota Pickup	MR0FR22G0D0689299	Hilux	2013	25,200.00			
59	Toyota Pickup	MR0FR22G0D0689108	Hilux	2013	25,200.00			
60	Mercedes Benz	WDDNG7BB8BA389188	S550	2011	219,863.00			
61	Fire Truck	WMA26WZZ3BM570066	Man	2011	515,891.51			
Total					5,320.978.6			

Note: Prefixes “A” and “S” represent Armored and Soft Skinned respectively;

Attachment B - Vehicles in Purchase

No.	Asset Description	ID	Model	Year of Manufacture	Value (USD)	Premium (USD)		
						For Insured Vehicle Damage	For Insured Vehicle Damage	For Insured Vehicle Damage
1	A. LandCruiser	Unknown yet	200 Series, GXR	2012	90,000.00			
2	A. LandCruiser	Unknown yet	200 Series, GXR	2012	90,000.00			
3	A. LandCruiser	Unknown yet	200 Series, GXR	2012	90,000.00			
4	A. LandCruiser	Unknown yet	200 Series, GXR	2012	90,000.00			
5	A.Mini Bus	Unknown yet	Toyota Coaster	2012	129,800.00			
6	A.Mini Bus	Unknown yet	Toyota Coaster	2012	129,800.00			
7	Heavy Duty Pickup	Unknown yet	Silverado	2013	53,504.27			
8	Heavy Duty Pickup	Unknown yet	Silverado	2013	53,504.27			
9	Heavy Duty Pickup	Unknown yet	Silverado	2013	53,504.27			
10	Heavy Duty Pickup	Unknown yet	Silverado	2013	53,504.27			
11	Heavy Duty Pickup	Unknown yet	Silverado	2013	53,504.27			
12	Heavy Duty Pickup	Unknown yet	Silverado	2013	53,504.27			
13	Heavy Duty Pickup	Unknown yet	Silverado	2013	53,504.27			
14	Heavy Duty Pickup	Unknown yet	Silverado	2013	53,504.27			
15	Heavy Duty Pickup	Unknown yet	Silverado	2013	53,504.27			
16	Heavy Duty Pickup	Unknown yet	Silverado	2013	53,504.27			
17	Airport Rescue Fire Fighting Vehicle	Unknown yet	Viper on Scania Chassis 6x6	2013	682,970.00			
18	Rapid Intervention Vehicle	Unknown yet	Based on a Ford F450 4x4 Chassis Cab	2013	252,900.00			
19	Water Carrier Truck	Unknown yet	16000L based on a Scania 6x4 Chassis Cab	2013	292,091.00			
20	Water Carrier Truck	Unknown yet	16000L based on a Scania 6x4 Chassis Cab	2013	292,091.00			

21	Fire Fighting Truck	Unknown yet	Water 10000L; Foam 2000L: DCP 500kg based on Scania 6x4 Chassis Cab	2013	488,440.00			
22	Fire Fighting Truck	Unknown yet	Water 10000L; Foam 2000L: DCP 500kg based on Scania 6x4 Chassis Cab	2013	488,440.00			
Total					3,651,574.70			
Total Premium for Existing and Upcoming Vehicles for 2 Years								

APPENDIX C

FORM OF BANK GUARANTEE

[Issuing Branch Bank Letterhead or SWIFT identifier Code]

To: PetroChina International Iraq FZE Iraq Branch
PetroChina Halfaya Base Camp
Kahla'a, Missan Province, Republic of Iraq

Date:
Guarantee No. [Bank to insert reference number]

This Bank Guarantee (hereinafter referred to as the "Guarantee") is made on [Insert date of issue] and issued by [Insert complete name of bank, branch and address] (the "Guarantor"), to PetroChina International Iraq FZE Iraq Branch (hereinafter referred to as the "Company"), a company duly domiciled in the Republic of Iraq, pursuant the contract No. [Insert contract reference number] for [Insert object of the contract] (hereinafter referred to as the "Agreement"), dated [Insert Effective Date of the Agreement], executed by and between Company and [Insert Contractor's complete company name and address] (hereinafter referred to as the "Contractor").

1. At the request of Contractor, Guarantor hereby irrevocably and unconditionally guarantee the sum of [Insert amount in figures and words, and currency] (hereinafter referred to as the "Guarantee"), that is the amount of the performance guarantee required for the Agreement. Guarantor assumes its obligation as primary obligor and not as surety only. The Guarantee shall be drawable and shall become payable by Guarantor on first demand by Company without proof or conditions and notwithstanding any contestation or protest by Contractor or any other third party, upon presentation of a Demand for Payment in writing in English stating that Contractor is in breach of its obligations under the Agreement, without the need of submitting any additional document(s) to support the Demand for Payment. Company may demand all or part of the Guarantee. Any part of the Guaranteed which is undrawn may be drawn by Company in a subsequent demand or demands. Company shall submit the Demand for Payment at Guarantor offices located in [Insert exact address of the bank branch] (the "Place of Presentation"), on or before the Expiry Date of this Guarantee.

2. Guarantor shall not be discharged or released from this guarantee by any alteration in the obligations undertaken by Contractor or by any forbearance whether as to payment, time, performances or otherwise, or by any change in name or constitution of Company or Contractor.

3. All sums payable under this Guarantee shall be paid in full without set-off or counter-claim and free and clear of and without deduction of or withholding for or on account of any present or future taxes, duties or other charges.

4. This Guarantee is a continuing security and accordingly shall remain valid until [Insert exact date until which the Guarantee shall be valid and enforceable] (The "Expiry Date").

5. This Guarantee shall be construed in accordance with and governed by the laws of England and Wales (without reference to its rules as to conflicts of laws), excluding the Contracts (Rights of Third Parties) Act 1999. Any dispute concerning the construction, interpretation and enforcement of the Guarantee shall be finally and exclusively settled by arbitration under the London Court of International Arbitration Rules, as in effect on the date of the issue of this Guarantee; the arbitration shall take place in London, England, the U. K., in the English language.

Signature(s)