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	Purchase of IT Daily Equipment	HFY-PUR/IT0520-0507
Bidding collection period	From 8:00 am on 26th May 2014 to 04:00 pm on 16th June 2014.	
Bid Collection fee	USD 100.00	
Contact Email	halfaya-quotation@petrochina-hfy.com	
2	Purchase Of Vehicles For Halfaya Oil Field	HFY-PUR/HFO0518-0505
Bidding collection period	From 8:00 am on 26th May 2014 to 04:00 pm on 24th June 2014.	
Bid Collection fee	USD 100.00	
Contact Email	halfaya-quotation@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	شراء معدات تكنولوجيا المعلومات اليومية.	HFY-PUR/IT0520-0507
فترة استلام العطاءات	من الساعة 8:00 صباحاً من يوم 26 آيار 2014 و لغاية الساعة 04:00 مساءا من يوم 16 حزيران 2014	
رسوم المشاركة بالمناقصة	100 دولار امريكي	
البريد الألكتروني	halfaya-quotation@petrochina-hfy.com	
2	شراء مركبات لحقل الحلفاية النفطي.	HFY-PUR/HFO0518-0505
فترة استلام العطاءات	من الساعة 8:00 صباحاً من يوم 26 آيار 2014 و لغاية الساعة 04:00 مساءا من يوم 24 حزيران 2014	
رسوم المشاركة بالمناقصة	100 دولار امريكي	
البريد الألكتروني	halfaya-quotation@petrochina-hfy.com	

2.المؤهلات و الوثائق المطلوبة للمشاركة بالمناقصة:

2-1) مليء إستمارة طلب الدعوة للمشاركة بتقديم العطاء.
2-2) وصل استلام رسوم الطلب من قبل البنك.
2-3) نسخة من شهادة تأسيس الشركة.
2-4) نسخة من شهادة التعاقد/ التجارة.
2-5) 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 International Iraq FZE Iraq Branch

Ref. No.: HFY-PUR/HFO0518-0505
RFQ Title: PURCHASE OF VEHICLES FOR HALFAYA OIL FIELD
ERP RFQ No.: 63000301

Dear Bidders:

PetroChina International Iraq FZE Iraq Branch ("PetroChina") is pleased to invite your company to participate in bidding for the PURCHASE OF VEHICLES FOR HALFAYA OIL FIELD, **(form as Appendix A.)** PetroChina would appreciate your interest and is looking forward to a successful Bid process.

Bid Starting Date: 26th May 2014, 8:00AM
Bid Closing Date: 24th June 2014, 4:00 PM
E-mail: halfaya-quotation@petrochina-hfy.com
Phone: +971 (0)4 4404100
Fax: +971 (0)4 4404190

Bid submission address:

(1) Dubai Office:
CPL Department,
Office No. A 402, Fourth Floor,
Building No. 10,
Internet City, Dubai, United Arab Emirates

(2) Iraqi Office:
CPL Department,
Office No. -116, PetroChina Halfaya OCC building ,
Kahla'a, Missan Governorate,
the Republic of Iraq

Instructions:

1. It is Bidder's obligation to submit the Bid Proposal by courier or hand to the address given above. The proposal must be in a stamped, sealed envelope and contain the following each in **separately sealed and clearly marked/labeled envelopes. Electronic copies of the contents of each envelope must also be submitted inside the corresponding envelope in the form of a CD/DVD or USB storage device**:

   <u>IMPORTANT</u>:

   The Tender Title, Ref. No., Bidder Name, Contact Information, and Envelope Contents <u>MUST</u> be stated on each sealed envelope:

   (Envelope A) Technical Proposal:

   One (1) Original Technical Proposal and One (1) Copy Technical Proposal and a CD/USB containing both signed, scanned copy and editable copy (Excel). Commercial/cost information must not be visible.

   (Envelope B) Commercial Proposal:

   One (1) Original Commercial Proposal and One (1) Copy Commercial and a CD/USB containing both signed, scanned copy and editable copy (Excel)

   Envelope C) 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 1% of the bid value.
   b) The form of the required Bid Bond is provided in Appendix C. The Bid Bond shall be issued by a commercial bank or other financial institution acceptable to the Company that has at least A- rating of its long-term debt from Standard & Poor's Ratings Group (or any successor thereto) or at least A3 rating of its long-term debt from Moody's Investors Service (or any successor thereto); provided,

1

however, that Company shall have the right to accept a commercial bank or other financial institution with no rating from such services or with a lower rating than that set forth above in this sentence.

c) An unsuccessful Bidder will be returned 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 Signed Purchase Order.

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 Contract within three (3) days from the date of a written demand by the Company to enter into the Contract;

   (ii) if a Bidder withdraws or repudiates its Bid after the Bid Closing Date but before the expiration 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;

if a Bidder, having been declared to be the successful Bidder, fails to extend its Bid Bond until it is replaced with the Performance Bond.

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 to 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 ForeignCompanies).**

(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

L

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.

2. **Bid proposals must be submitted by the Closing Date before 4:00 PM local time in Dubai, UAE,** with attention to Tender Committee Secretary.
3. Bidder should use the form provided in Appendix A and complete all elements shown.
4. Bid Clarification(s) shall be electronically transmitted at given E-mail address (halfaya-quotation@petrochina-hfy.com) at least one week before the bid closing date.
5. RFQ Ref. No. [HFY-PUR/HFO0518-0505] shall be clearly indicated on your email subject.
6. Quotation/Proposal must be stamped and signed by the authorised representative of your company. All sealed envelopes must also be stamped on all corners.
7. Petro China International Iraq FZE Iraq Branch reserves the right to refuse the proposal regardless of price and delivery.
8. Bid submission must strictly adhere to all of the above instructions or bidder risks automatic disqualification from consideration.
9. Bid shall be valid for a period of ninety (90) Days from the date of the bid closing.

10. Bidder to confirm acceptance of PetroChina Standard Terms & Conditions as provided for in **Appendix B**.

TERMS AND CONDITIONS:

1. **Delivery Port: CIF UMM QASR Port, Republic of Iraq as per CIF Incoterms 2010**
2. Shipping Document Requirements and Instructions for Customs Clearance. Refer to Appendix E
2. **Payment terms:** Payment to be made within 45 days against undisputed invoice, which will be issued upon completion of delivery. *100% against delivery order (goods arrived and received as manifest in the final BL at Umm Qasr Port, Republic of Iraq)*
3. **Delivery Schedule:** PetroChina requires all the items to be delivered within **a maximum of six (6) months after** Purchase Order (PO) signature. Partial delivery is not permitted.

4. **Liquidated Damages:** If the delivery of the Goods specified in the relevant Purchase Order is not completed by the scheduled Delivery Date, Supplier shall pay PetroChina up to 10% of the Purchase Order value as Liquidated Damages. The Liquidated Damages shall accrue on a daily basis until Supplier shall have delivered the Goods in accordance with the requirements of the Purchase Order, Both PetroChina and Supplier agree that such Liquidated Damages represent a genuine and reasonable pre-estimate of the losses likely to be suffered by PetroChina in the event of any delay in the delivery of Goods as specified in the Purchase Order or any of its Appendices. Liquidated Damages shall be calculated as per following formula: Purchase Order value/ Delivery Period x 10%= Liquidated Damages per day.

5. **BANK GUARANTEE:** Bank Guarantee is five percent (5%) or retention money of equivalent amount till end of warranty period.

6. **Warranty:** Two years (2) warranty.

1

PetroChina International Iraq FZE Iraq Branch

7. **Governing Law:** The PO 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 solved by arbitration under the London Court of International Arbitration Rules, as in effect on the date of commencement of arbitration; the arbitration shall take place in London, England, the U. K., in the English language.

8. General Terms and Condition as per attached Performa Agreement in Appendix D.

Yours faithfully,

Secretary
Tender Committee

Acting
Manager - CPL
Petro China (Halfaya)

2

(Supplier's Letterhead)

APPENDIX A: FORM OF BID

RFQ No.: 63000301
RFQ Title: PURCHASE OF VEHICLES FOR HALFAYA OIL FIELD
Purchasing Ref: HFY-PUR/HFO0518-0505
Supplier Name:
Phone:
Fax:
E-mail:
Attention:

S/N	VEHICLES	QTY	Estimated Unit Price (USD)	Estimated Total Price (USD)
1	1. Toyota Coaster • Grade: Coaster CLR SRL + HTR • Dimensions L*W*H mm: 6255*2035*2430 • 30 seats • Manufacture year: 2013 • Engine: 3661cc, diesel, 4-CYL, IN-LINE, OHV, 5-SPEED M/T, FUEL INJ. • Torque (SAE Net) KgM/RPM: 24.5/1800 • Transmission -, ZF Synchromesh, 5 + R. • Tire size: 650 R 16-10 • Wheel cap: CENTRE ORN. • Brake front/rear: Drum/Drum. • Suspension front/rear: Double W/B for front, Leaf Spring for rear. • Origin: originally manufactured in Japan.	5		
2	Toyota Coaster Diesel, 30 Seats, High Roof, 5-Speed Manual Transmission Performance. Engine - 4.2 liter, 4164cc, 6 Cylinder in - line, OHC, Power - 135hp/4000 rpm, Torque - 29.0	2		

1

	kg - m/2000 rpm. Interior & Convenience Features, AM/FM radio, air Conditioner, Front and rear heater, Power steering, Auto Folding Centre Door with Buzzer, 30 seat capacity.			
3	TOYOTA Pickup: HILUX- 4WD/ Double Cab/DLX • Condition – Brand new, with less than 200 kilometers on the clock. • Steering – Left Hand Drive. Power Steering • Origin- Originally manufactured in Japan. • Engine: 2KD-FTV (High) 2.5 Litre, Turbo Diesel, 101 HP, 3600 rpm. Torque: 26.5 Kg-M, 1600-2400 rpm. (OR) • Engine: 2KD-FTV (low) 2.5 Litre, Turbo Diesel, Output: 101 HP, 3600rpm. Torque: 20.4 kg-m, 1400 - 3400 rpm. • Transmission - 5 Speed Manual, Full time 4wd • Dimensions L x W x H (MM) – 5260 x 1835 x 1850, Wheel Base: 3085 MM • Fuel System: Direct Fuel Injection W/C rail	10		
	TOTAL ESTIMATED PRICE			

Technical Requirements:
Bidder shall indicate compliance to the technical specifications using the form below. If not compliant, bidder should use the Remarks section to provide reasons/alternative.

Requirement	Confirm Acceptance (Yes/No)	Remarks
a) TERMS & CONDITIONS Compliance to all Terms & Conditions including Delivery Terms & Payment		
b) THIRD PARTY INSPECTION Bidder to arrange Third Party Inspection from approved Third Party Inspector (See note 10) against relevant standards (API, BS EN, and ISO), complete quantity, condition, and packing.		
c) TAX Bidder to confirm that all taxes and duties applicable have been considered in this bid including provisions for withholding tax that will be retained by the Company on behalf of the Iraq government.		

1

Note:

1. **Delivery Port**: CIF UMM QASR Port, Republic of Iraq as per CIF Incoterms 2010.
2. **Payment terms:** Payment to be made within 45 days of receipt at PetroChina office against undisputed invoice with supporting documents, which will be issued after the successful delivery of Goods to Delivery Point.
3. **Delivery Schedule:** PetroChina requires all the items to be delivered within a maximum of forty (40) weeks after Purchase Order (PO) signature. Partial delivery is not permitted.
4. **Liquidated Damages:** If the delivery of the Goods specified in the relevant Purchase Order is not completed by the scheduled Delivery Date, Supplier shall pay PetroChina up to 10% of the Purchase Order value as Liquidated Damages. The Liquidated Damages shall accrue on a daily basis until Supplier shall have shipped or delivered the Goods in accordance with the requirements of the Purchase Order, Both PetroChina and Supplier agree that such Liquidated Damages represent a genuine and reasonable pre-estimate of the losses likely to be suffered by PetroChina in the event of any delay in the arrival of Goods as specified in the Purchase Order or any of its Appendices. Liquidated Damages shall be calculated as per following formula: Purchase Order value/ Delivery Period x 10%= Liquidated Damages per day.
5. **Warranty:** Two (2 years) warranty
6. **Approved Third Party Inspection Companies:**

No.	Approved Companies	No.	Approved Companies
1	B.V French Company	7	Tuvrheinland Germany Company
2	Baltic Control Denmark Company	8	Cotecna Swiss Company
3	Lloyd's Register EMA	9	Intertek Group PLC
4	Bureau Veritas of France	10	Control Union International
5	Moody International Ltd.	11	Overseas Merchandise Inspection Company Ltd
6	Inspectorate International Ltd	12	Control Union World Group

1

PetroChina International Iraq FZE Iraq Branch

APPENDIX B : GENERAL TERMS & CONDITIONS OF PURCHASE

1) DELIVERY, INSPECTION AND ACCEPTANCE

a) Unless expressly agreed otherwise in writing, all Goods shall be delivered at the designated Delivery Point within **Six (6 months) for CIF delivery** from the date of PO issuance. The Goods shall be delivered based on INCOTERMS 2000 publication 560 CIF pursuant to terms and conditions as specified in the forgoing.

b) If as a result of the inspection after the successful transfer of Goods at delivery point , any portion of a shipment is found not to be in conformity with this PO, PetroChina may reject and return the entire shipment without further inspection, or complete the inspection and return all nonconforming units, and charge Bidder the cost of such inspection.

2) LIQUIDATED DAMAGES

Liquidated Damages: If delivery of the Goods specified in the relevant Purchase Order is not completed by the scheduled Delivery period, Vendor shall pay PetroChina up to 10% of the Purchase Order as Liquidated Damages. The Liquidated Damages shall accrue on a daily basis until Supplier shall have shipped or delivered the Goods in accordance with the requirements of the Purchase Order, Both PetroChina and Supplier agree that such Liquidated Damages represent a genuine and reasonable pre-estimate of the losses likely to be suffered by PetroChina in the event of any delay in the arrival of Goods as specified in the Purchase Order. Liquidated Damages shall be calculated as per following formula: Purchase Order value/ Delivery Period x 10%= Liquidated Damages per day.

3) PRICE

The Price for the Goods shall be as set out in the Purchase Order, and contained in the invoice(s) to be provided by Vendor; all charges, costs, expenses, fees, taxes, customs, excise duties, corporate tax or income tax shall be included in the Price set out therein. All prices are fixed; no Price increase or additional charges shall be permitted without PetroChina's prior written consent. The Price shall be the maximum value of Goods that will be paid under this Purchase Order.

4) INVOICING AND PAYMENT

a) Unless otherwise expressly provided for herein, Vendor shall invoice PetroChina for Goods delivered and accepted. Vendor'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 the Purchase Order and the description of Goods supplied. All invoices shall be prepared in Vendor's official letterhead and signed by Vendor's authorized representative. Invoices shall be addressed to:
PetroChina International Iraq FZE Iraq Branch
c/o PetroChina Halfaya FZ-LLC
Finance and Accounting Department
The Greens, Emaar Business Park
Building No. 1 (CNPC Building), 8th Floor, Office 822
P. O. Box 500486, Dubai, United Arab Emirates

b) Notwithstanding anything else contained herein, invoices shall be rendered to and paid by PetroChina in United States Dollars by wire transfer to the following bank account of the Vendor:

Beneficiary Name:
Title of Account:
Bank Account No.

1

Bank Name & Address:
IBAN
Swift Code
[Similar details shall be provided if intermediary bank is involved]

Provided that Vendor 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 Vendor to change their bank details, in case major changes or incidents related to respective bank status, including but not limited to compliance with any applicable economic sanctions, boycott or embargoes laws and regulations.

c) Payment of invoices shall be subject to withholding as required by any applicable tax law or Regulations in the Republic of Iraq.

d) Payment of undisputed invoices shall be remitted within forty five (45) days after reception at PetroChina address mentioned above. If the forty fifth (45^{th}) day falls on a Friday, a Saturday or an official public holiday in the Republic of Iraq and/or the United Arab Emirates, the next working day shall be deemed to be the due date for remittance. In the event PetroChina disputes any invoice in whole or in part, PetroChina shall notify Vendor of the dispute within fifteen (15) days of the receipt of invoices. PetroChina and vendor 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) working days of the settlement of dispute; provided, that the initial payment period of forty five (45) days had already elapsed.

e) Payment due to Vendor may be withheld by PetroChina on account of (i) unsatisfactory delivery of the Goods; (ii) the failure of Vendor to provide adequate evidence of its compliance with the insurance and/or Performance Guarantee requirements contained thereof ; and, (iii) the filing of claims against PetroChina caused by acts or omissions of Vendor.

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.

g) If contractor is unable to fulfill its obligations under this Agreement, any costs uncured by Company to remedy the delinquency shall be borne by Contractor, and Company has the right as its sole option, to deduct such costs from any payment due to Contractor

5) TERMINATION

(a) PetroChina may terminate all or part of the Purchase Order, even before the delivery of the Goods, in the event of Vendor (i) fails to comply with any express or implied provisions of the Purchase Order, (ii)

incurs in insolvency, involuntary bankruptcy, or receivership, (iii) makes an assignment of the Purchase Order for the benefit of creditors, (iv) has taken steps to liquidate or voluntarily wind up its operations, or (v) is wound up by the Courts. Upon such termination:

i. PetroChina shall be relieved of all further obligations under this Purchase Order except the obligation to pay Vendor for Goods delivered and accepted prior to the effective date of such termination; and,
ii. Vendor shall be liable to PetroChina for all reasonable costs incurred as a consequence of such termination.

L

6) WARRANTY PERIOD

a) Vendor shall warrant the Goods against any defects for a period of two (2) years for all items from the date of acceptance of the Goods. Such acceptance shall be advised within fourteen (14) days of receiving of Goods at Delivery Point. Any defective Goods shall either be replaced or repaired to the satisfaction of PetroChina. It is agreed that the replaced or repaired Goods shall be re-warranted for a further period of six (6) months from the date of replacement or repair.

Vendor warrants that the Goods comply with a general warranty of merchantability; including, but not limited to, fitness for the intended purpose.

7) INDEMNITY

(a) 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 and Vendor.

(b) Neither Party shall be liable to the other for any consequential and indirect losses. In this clause consequential and indirect losses means any indirect, special, punitive, exemplary or consequential losses or damages, 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, loss of use, loss of financial advantage, business interruptions or downtime.

8) ASSIGNMENT

Vendor shall not assign, totally or partially, any of his rights and obligations under the Purchase Order without PetroChina's prior written consent; which consent shall not be unreasonable denied or withheld. However, PetroChina can assign any of its rights and obligation under the Purchase Order to any of its Affiliates, Subsidiaries or Subordinates companies.

9) TAXES AND CUSTOMS DUTIES

Vendor shall be solely responsible for and shall bear and pay, at its own expenses, all Taxes, charges and custom duties connected with the Services assessed or imposed on Vendor (including without limiting the foregoing Taxes connected with personnel) and shall fulfill all administrative, registration and compliance requirements. Vendor 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 fulfill all administrative and registration requirements, maintain proper accounting records, and properly file all necessary documents.

(a) Vendor 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 Vendor or any Subcontractor related to the Services 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 Vendor under this indemnity from any payments PetroChina is due to make to Contractor under this Agreement.

(b) Vendor shall, upon request, supply, and shall procure that Subcontractors supply to PetroChina, such information (including documentary information) connected with the Services 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.

(c) The obligations of Vendor 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 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.

(d) 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 Vendor deduct the specified amount from any amount payable to Vendor. 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 Vendor. Upon expiry of the relevant year of withholding, Vendor 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.

(e) In the event Vendor 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 Vendor. In the event where tax is retained by PetroChina, the Vendor shall be liable to provide Tax Clearance Certificate within prescribed time period and in the absence of such Clearance Certificate PetroChina shall be obligated to remit the retained amount to the proper Tax Authority. If Vendor 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

(f) Vendor 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.

(g) Vendor 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.

(h) Vendor 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.

10) BANK GUARANTEE

a) By way of guarantee for the due performance of Contractor's obligations under this Agreement, Supplier shall within fourteen (14) days of the issuance of the Purchase Order (PO) furnish Company with a Bank Guarantee. The Bank Guarantee shall remain in force for the Term of this Agreement until three (3) months after expiry of (the "warranty period"), and its value shall be five percent (5%) of the "PO Value". The Bank Guarantee shall be binding on the guarantor notwithstanding any variation, alteration or extension of time or any other terms and conditions of this Agreement as may be made, given, conceded or agreed under

L

this Agreement. The expenses of preparing, completing and stamping such instrument shall be borne by Contractor.

b) Should the expiry date of a Bank Guarantee occur before the expiry of the warranty period, Supplier shall furnish at least fourteen (14) days before the date of expiry of the Bank Guarantee, another Bank Guarantee in the same amount as previously provided, except with a revised date of expiry which shall not be earlier than the expiry of the Guarantee Period. Should Supplier fail to provide the new Bank Guarantee, Company has the right to demand payment of the full amount guaranteed under the unexpired Bank Guarantee without prejudice to all its other rights under this Agreement or at law or in equity.

c) If a Bank Guarantee is not duly furnished to Company within fourteen (14) days of Purchase Order (PO) issuance, Company has the right to, at its option and without prejudice to any rights or Claims it may have against Supplier by reason of Contractor's non-compliance with any of the provisions of this Section 19, terminate this Agreement by giving seven (7) days written notice to Contractor. Company shall thereupon not be liable for any Claims or demands from Supplier under the provisions of this Agreement in respect to any matter or thing whatsoever in connection with or relating to this Agreement, whether or not already completed or furnished, and Company shall further be entitled to be repaid by Supplier for all reasonable out-of-pocket expenses incurred by Company in obtaining a new supplier to provide the Services. Notwithstanding the foregoing, Company shall compensate Supplier for the Services provided before the date of termination, subject to any deductions or set-offs in accordance with Section 6 and provided that such Services are unrelated to the reason for termination.

d) Company reserves the right to instruct Supplier to revise the Bank Guarantee amount to correspond to any increase in the Rates or Services to be provided. Failure to revise the Bank Guarantee amounts as required shall be deemed to be a default under this Agreement and Company has the right to demand payment of the full amount guaranteed under the Bank Guarantee without prejudice to all its other rights under this Agreement or at law or in equity.

e) Failure of Supplier to provide the Bank Guarantee or failure of Supplier to continue to provide the required Bank Guarantee throughout the duration required under Subsections 19.1 and 19.2 shall entitle Company to withhold payment of Supplier's invoice(s) until such time as the equivalent amount required for the Bank Guarantee has been duly withheld by Company. This withheld amount shall not be released until the required Bank Guarantee is furnished to Company by Supplier or until all Supplier obligations related to this Agreement are satisfactorily completed but not before the expiry date of the Bank Guarantee.

Or

For the due performance of suppliers obligations, at least twenty-five percent (25%) of each invoice shall be withheld by company until accumulative retention corresponds to five percent (5%) of the PO value, such retention shall be maintained by company till 3 months after expiry of the warranty period.

11) Insurance

f) Contractor shall, at its own expense, carry and maintain in full force for the duration of this Agreement the insurance coverages in respect of Workmen Compensation and/or Employer's liability, Marine Cargo covering the risk until the delivery of goods to PetroChina, Motor Vehicle Insurance (optional), third party liability insurance and any other insurance required by the applicable laws.

g) Prior to providing any services, Contractor or its Affiliates engaged in providing the services 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 coverage, 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.

h) Contractor shall furnish PetroChina with satisfactory evidence that such insurances are in full force and effect.

i) The Contractor shall be responsible for, and liable to, and indemnify and hold harmless PetroChina and PetroChina 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.

j) 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.

k) If the 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 contract.

1

l) No Insurances shall be cancelled or materially discharged during the term of the Agreement without PetroChina's prior written consent.
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.

11) NOTICES

All notices and other communications required hereunder shall be in writing, 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 the Purchase Order. A Notice given under any provision of the Purchase Order 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

If to PetroChina to:
If to Supplier to:

12) COMPLIANCE WITH APPLICABLE LAWS

a) Each Party shall be subject to all Applicable Laws which are or may become applicable to the provision of the Goods or that Party's operations covered by or arising out of the performance of the Purchase Order.

b) Supplier warrants and agrees with PetroChina that Supplier shall take all necessary steps to cause its personnel to abide by international standards of business conduct and ethics, and international conventions and laws on anti-corruption and anti-bribery regulations, and Iraqi Laws where applicable. Supplier agrees that it will not offer, pay, promise or authorize to pay any money, gift or anything of value (i) directly or indirectly to a Public Official (as defined below), or (ii) directly or indirectly to any person while knowing or suspecting that the payment or gift will be passed on to a Public Official or (iii)directly or indirectly to or for the benefit of PetroChina or any PetroChina Representative, all with the intent of causing the recipient to misuse his or its position to obtain or retain business or to secure any improper advantage. In addition, Supplier shall take all necessary steps to prevent any of its personnel from accepting any payment or gift of money, or anything of value, paid by a third party for the purpose of improperly influencing any act or decision of such personnel. As used in this paragraph, the term "Public Official" shall mean (i) any employee or officer of a government of a country, including any national, provincial, regional or local department or agency thereof, or any person exercising a public function; (ii) any enterprise owned or controlled by a government; (iii) any official of a political party; (iv) any official or employee of a public international organization; (v) any person acting in an official capacity for, or on behalf of any of the entities above mentioned; (vi) any candidate for political office; and, (vii) any person that holds a legislative, administrative or judicial position whether appointed or elected.

This PO 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 solved 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.

13) FORCE MAJEURE

a) Neither Party shall be responsible or liable for or deemed in breach of its duties and obligations under the Purchase Order because of any delay in or failure of performance (excluding the lack of financial resources and the inability to pay) 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

1

the Effective Date of the Purchase Order , or (iii) that could not reasonably has been avoided (an "Event of Force Majeure" or "Force Majeure").

b) In the event that an Event of Force Majeure causes a delay of sixty (60) days or more, either Party may terminate and cancel the Purchase Order by giving the other Party ten (10) working days advance written notice. In the event of termination pursuant to this clause by either Party, PetroChina shall pay Supplier all sums due and payable under the Purchase Order for Goods actually delivered and accepted.

14) Governing Law

The PO 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 solved by arbitration under the London Court of International Arbitration Rules, as in effect on the date of commencement of arbitration; the arbitration shall take place in London, England, the U. K., in the English language.

L

PetroChina International Iraq FZE Iraq Branch

APPENDIX C: FORM OF 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 ("Amount Guarantee") 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 above-mentioned Amount Guarantee 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 Payment Demand.

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 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 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 [Rules of Arbitration of the London Court of International Arbitration, as in effect on the date of the isuue of this Guarantee; the arbitration shal take place in London, England], in the English language.

Signature(s),

1

PetroChina International Iraq FZE Iraq Branch

APPENDIX (D) 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 ("Guarantee") is made on [Insert date of issue] and issued by [Insert name of bank branch and address] (the "Guarantor"), to PetroChina International Iraq FZE Iraq Branch ("Company"), a company duly domiciled in the Republic of Iraq, pursuant the contract No. [Insert contract reference number] for [Insert object of the contract] (the "Agreement"), dated [Insert Effective Date of the Agreement], executed by and between Company and [Insert complete company name and address of Contractor] (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] (the "Amount 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 sum 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 Amount Guarantee. Any part of the Amount 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 PetroChina 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; usually six (6) months after the termination of the Agreement or any extension thereto] (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 solved 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)

PetroChina International Iraq FZE Iraq Branch

APPENDIX E –

SHIPPING DOCUMENTS INSTRUCTIONS

1. **Consignee**

Missan Oil Company / PetroChina International Iraq FZE Iraq Branch,
PetroChina Halfaya Base Camp, Kahla'a, Missan Governorate,
Iraq Contact: Mr. Khalid., Mobile: 00964 7811 648 840, Khalidh@petrochina-hfy.com
Mr. Haitham., Mobile: 07817125366, haithams@petrochina-hfy.com

Note: the consignee information shall be the same to the one in following shipping documents: PO, COO, CI, PL and BL/AWB.

2. **Notify Party**

PetroChina International Iraq FZE Iraq Branch,
PetroChina Halfaya Base Camp, Kahla'a, Missan Governorate,
Iraq Contact: Mr. Khalid., Mobile: 00964 7811 648 840, Khalidh@petrochina-hfy.com
Mr. Haitham., Mobile: 07817125366, haithams@petrochina-hfy.com

Note: the Notify Party information shall be the same to the one in following shipping documents: PO, COO, CI, PL and BL/AWB.

3. **Supplier Name**

The supplier name shall be the same on the following shipping documents: PO, CI and PL.

4. **Quantities**

a) The Quantity of each item in the CI shall be identical with the Quantity of the same item in the PL; consequently the total Quantity in the CI and PL shall be identical as well.
b) If only one shipment under the PO, total Quantity in the CI & PL shall not exceed the Quantity in the PO, otherwise multi-shipment under the same PO, total item Quantity of all shipments shall not exceed the Quantity in the effected PO.
c) The Quantity in the CI and PL shall match with the shipped Quantity stated in the BL/AWB.
d) The total Quantity shall be mentioned in the CI and PL.
e) In case the quantity of materials mentioned in the COO, it shall match with quantity in the C.I and P.L

5. **Page Number**

All shipping documents shall have the page number, especially the documents consist of more than one page, and e.g. the preferred number format is "Page 1 of 20".

6. **Issuing Date**

a) CI and PL shall have the Issuing Date, preferred to be mentioned it in the first page.
b) It shall be matched and correct, if the issuing date of C.I is mentioned in the P.L for reference.

7. **Stamp and Signature**

L

All shipping documents shall be stamped and signed by the issuing authority, for those documents consist of more than one page all pages have to be stamped.(TPIC, CI, PL, COO. MIC)

8. Price

a) The unit price in the CI shall match with the unit price in the PO.
b) It shall be no miscalculation in the total amount of the CI, the sub total of each item can be precisely calculated and the total sum shall be correct.
c) The total amount of the CIs, if multi-shipment, shall not exceed the PO total cost.

9. Weight and Size

a) The total weight and size shall be identical in the PL and BL; if there is any mismatch in weight/size shall be justified, for example packing weight.
b) It shall be identical with the PL, if the Weight & Size mentioned in the COO.
c) There should be no miscalculation in the total weight\size in the PL.

10. Accurate Arabic Translation

Material and Equipment Description in the CI and PL shall be stated in English and Arabic accurately, especially for technical vocabulary and phrases.

11. Legalized COO and CI

a) The COO and CI shall be legalized from the same country.
b) It shall be correct, if the **number and date** of Invoice mentioned in the COO.

12. Cargo Description & Items Code

a) The cargo description in CI and PL shall be identical with the PO.

b) The item Code in the CI and PL shall match with the item code mentioned in the PO.

c) It shall be match with the C.I, if the cargo description mentioned in the COO.

d) The cargo description in the MIC shall be identical with the PO.

It shall be identical with the PO and the MIC, if it real needs to mention the cargo description in the TPIC.

Note : Contractor, should mention the PO number on every partial or final shipment documents along with the (Partial Shipment Number or Batch Number) to eliminate the confusion of multiple shipments documents mix up together, Each shipment to be identify separately for example :-

PO # XXXXXX

Partial Shipment (batch) No 2

If possible mention CI # XXXXXX on every document.

Every documents of each shipment should contain this basic information (CI, PL, CoO, MIC, TPIC, BL AWB)

L

The Item mention as spares for two years or any other item should be link to purchase order Item Number in CI , PL, CoO, MIC, TPIC, BL /AWB. Items should be identify able with PO item Number

Example:;

1. Test plugs Rubber seals - QTY 20, Ref: (Part of Two years Spares) PO item No 8.

All the others major equipment description should match with PO Item number in PL, CI, MIC, TPIC, BL/AWB. Should be identical to Purchase order.

Any miss match of description will result in rejection of shipment and the delayed of shipment and demurrage cost will be on contractor responsibility

General Requirements

1. Submission of all required shipping documents is solely under Supplier's responsibility.
2. All the shipping documents must be reviewed and approved by PetroChina before issuance. Draft documents shall be sent to PetroChina at least one (1) month prior to shipment.
3. It is Suppliers' responsibility to have all required documents (after legalization if required) received by PetroChina 4 weeks before the vessel's arrival to Umm Qasr Port.
4. All shipping documents shall be submitted to PetroChina at:

   CPL Department, PetroChina (Halfaya)

   Address : Office No. A 402, Fourth Floor, Building No. 10, DIC, Dubai, UAE

   Subj. : Shipping Documents with invoice #:XXXXX under PO #: XXXXXXX

   Attn. : Purchasing Assistant

   Tel : +971 04 440414

L

Summary of Shipping Documents Instruction

No.	Documents	Type	No. of copy	Remark	Notes
1	Certificate of origin (CoO)	Original	3	Must be legalized by commercial attaché of Iraqi Embassy in the country of origin or supplier's country origin.	Must be reviewed and approved by PetroChina before final issuance. One (1) of three (3) must be legalized. Number & date of invoice must be mentioned in the CoO. *Note : (Stating detailed cargo description and the quantity in the CoO is NOT recommended by PetroChina based on our previous experience since unnecessary information will increase the probability of error and furthermore it will be difficult to amend the CI i.e. add/remove if needed. PetroChina recommendation is just to add the CI No. and Date to the CoO without detail cargo description. A simple and brief description like PPE, Generator, casing , tubing, wellhead with accessories etc. without adding the Qty or the weight and the detail cargo description).*
2	Commercial Invoice + Arabic translation.	Original	4	Must be legalized by commercial attaché of Iraqi Embassy in the country of origin or supplier's country origin.	Must be reviewed and approved by PetroChina before final issuance. To be translated into Arabic. One (1) of four (4) must be legalized. *Note: Only the cargo description should be translated in such away which describes the function and appearance of the imported cargo which make it understandable for customs inspector. Please avoid to use the technical terms and do not translate the Item specification codes like "L80". Arabic and English translation must be combined in the same page)*
3	Packing List	Original	3		Must be reviewed and approved by PetroChina before final issuance. To be translated into Arabic. *Note: Only the cargo description should be translated in such away which describes the function and appearance of the imported cargo which make it understandable for customs inspector. Please avoid to use the technical terms and do not translate the Item specification codes like "L80". Arabic and English translation must be combined in the same page)*

1

No.	Documents	Type	No. of copy	Remark	Notes
4	Contract/ Agreement/PO	Copy	1		Please ensure the PO is acknowledged by supplier.
5	The 3rd Party Inspection Report	Original	1		Must be reviewed and approved by PetroChina before final issuance. TPI must be issued by approved TPI firms. The TPI report is complete report by TPI contain all testing result.
6	Manufacturer Inspection Certificate	Copy	1		Must be reviewed and approved by PetroChina before final issuance.
7	Manufacturer Declaration	Original	1		If supplier is not manufacturer, a letter from Manufacturer is required, indicating the goods supplied by supplier are manufactured in accordance with API or other applicable standards.
8	Insurance Certificate	Original	1		Must be reviewed and approved by PetroChina before final issuance. Final one shall be received by PetroChina within 5 calendar days after shipment.
9	Bill of Lading	Original	3		Must be reviewed and approved by PetroChina before final issuance. 3 originals BL plus 3 copies should be with PetroChina within 5 calendar days after shipment. Any delay for this, Supplier shall be responsible for.

Note: Instruction: All legalized COO and CI must come from the same country. Example Scenario:

Supplier : ABC

Goods origin : Casing from USA

Document needed to be legalized:

1. CI from USA and legalized from USA (normal as per previous arrangement)
2. COO issued by chambers of commerce **in USA** and legalized by **Iraqi embassy in USA.**

L