



INVITATION TO TENDER ("ITT")

SECTION 1

INSTRUCTION TO TENDERERS

Year 2023

Dubai, U.A.E



INSTRUCTION TO TENDERERS

TABLE OF CONTENTS

GENERAL INFORMATION	3
DEFINITIONS	3
PROJECT DESCRIPTION	4
BID ACKNOWLEDGEMENT and BID DOCUMENT FEE	4
CLARIFICATION AND CORRESPONDENCE DURING BID ANNOUNCEM	IENT PERIOD
	4
RETURN OF BID ACKNOWLEDGMENT	5
PREPARATION OF BID PROPOSAL	5
COMPOSITION OF THE BID PROPOSALS	6
BID CLOSING DATE	7
SUBMISSION OF BID	7
BID CONDITIONS	8
ACCEPTANCE OF BID	9
CLARIFICATION OF PROPOSAL	9
EXTENSION OF BID PERIOD	9
BID BOND	9
AWARD OF CONTRACT	11
LAW	11
PERFORMANCE GUARANTEE	11
ADVANCE PAYMENT	11
INSPECTION PRIOR TO CONTRACT AWARD	11
TENDERER'S KNOWLEDGE	11
CONFIDENTIALITY 1	2
REFERENCE NUMBERS 1	2
OTHERS1	2
ADDITIONAL DOCUMENT 1	3
COLLUSIVE BIDDING 1	3
MATHEMATICAL ERRORS: 1	3
ATTACHMENTS 1	3
	GENERAL INFORMATION

ATTACHMENT 1A: BID ACKNOWLEDGEMENT

ATTACHMENT 1B: LABELS FOR PROPOSAL PACKING

ATTACHMENT 1C: STATEMENT (before contract awarding)

ATTACHMENT 1D: Visitors Information



INSTRUCTION TO TENDERERS

These instructions apply to preparation of bid proposals to be submitted to Company. Tenderers are to read the following bidding instructions thoroughly and carefully, and, to strictly follow all the instructions and requirements stipulated herein during preparation of their proposals. Failure in following the bidding instructions may result in rejection of a Tenderer's proposals.

1.0 GENERAL INFORMATION

1.1 This Invitation to Tender ("ITT") comprises the following:

TENDER ANNOUNCEMENT

SECTION 1: INSTRUCTIONS TO TENDERERS

SECTION 2: PROPOSAL CONTENTS AND FORMS

SECTION 3: TECHNICAL REQUIREMENTS AND SPECIFICATION

SECTION 4: SCHEDULE OF COMPENSATION

SECTION 5: PRO FORMA CONTRACT

1.2 PURPOSE OF ITT DOCUMENTS

The ITT are and shall remain the property of Company and are transmitted to Tenderer solely for the purpose of preparing and submitting a Proposal by Tenderers in accordance therewith. Tenderer shall keep confidential and shall not release any part of the ITT to any third party, other than to have the third party prepare and submit to Tenderer a proposal for part of the work.

Tenderer, whether it bid or not, shall handle all documents related to the present invitation to Tender in a strictly confidential manner.

Tenderers shall comply with the criteria regulated in the technical, commercial and price aspects of ITT in order to submit qualified proposals, especially any price quotation with conditional terms and notes will NOT be accepted by Company.

1.3 AMENDMENT OF ITT

At any time prior to the Closing Date, Company may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Tenderer, modify the ITT by amendment.

The amendment will be published on the same web-link of ITT download and notified in writing to all prospective Tenderers that already provided their Bid Acknowledgment and the prospective Tenderers shall promptly acknowledge receipt thereof by E-mail to Company.

In order for the prospective Tenderers to have reasonable time to incorporate the amendment into the Proposal, Company may, at its discretion, extend the Closing Date accordingly.

2.0 **DEFINITIONS**

2.1 "Company" means CNOOC Iraq Limited.

2.2 "ITT" means Invitation to Tender Documents issued by Company defined in Clause 1.0 hereof. .

CNOOC IRAQ LIMITED



- "Tenderer" means a company who is intended and/or invited by CNOOC Iraq Limited to 2.3 bid and submits a Proposal in accordance with the requirements of this ITT. The Tenderers shall be of eligible entity with qualified technical experiences and sound financial strength and responsibility to support the execution of the work.
- 2.4 "Proposal" means documents submitted by Tenderers in line with the requirements of the ITT.

PROJECT DESCRIPTION 3.0

GENERAL PROJECT DESCRIPTION 3.1

> The Missan Oil Fields of Iraq includes three (3) oil fields, Buzurgan, Abu Gharab and Fauqi, which are giant onshore oilfields located 175 kilometers north of Basra city and 350 kilometers southeast of Baghdad city in Iraq. The details specified in Section 3.

BID ACKNOWLEDGEMENT and BID DOCUMENT FEE 4.0

- 4.1 Within 72 hours after receipt of Tender package ("ITT"), Tenderers shall submit their acknowledgement of receipt of the ITT package and make a confirmation of intent to or not to submit a bid thereof by email scanned copy to Company. A format of Bid Acknowledgement is enclosed in Section 1 of this ITT for Tenderer to follow.
- 4.2 The bid document purchase receipt (Tender Fee) must be received by email to emails addresses specified in TENDER DATA SHEET(TDS) of Tender Announcement on or before deadline. Failure to this requirement might lead to direct disqualification.
- The Tender Fee Amount as **specified in TENDER DATA SHEET**(**TDS**) of Tender Announcement, payment can be made by:

a) CASH in our financial offices in Dubai/Iraq,

Dubai office: Room 3100, 7WB, Dubai Airport Free Zone, Dubai, U.A.E,

Iraq office: FOD Office Building, Office No.138, Missan, Iraq.

b) T/T, with the transfer record sent to Financial department that the persons *specified in* **TENDER DATA SHEET** (Contact information) for receipt, and Project name, ITT number, Tenderers' name and contact information should be mentioned in your email,

Company Name of Payee: CNOOC Iraq Limited

Account Bank: Citibank N.A., Dubai, UAE

Address of Bank: PO Box 749, Oud Metha Building, Al Wasl Branch, Dubai, UAE.

SWIFT CODE: CITIAEAD Account Number: 0100745011

IBAN: AE940211000000100745011

Financial department 's Contact persons specified in TENDER DATA SHEET (TDS) of Tender Announcement (Contact information).

CLARIFICATION AND CORRESPONDENCE DURING BID ANNOUNCEMENT 5.0 PERIOD

Tenderers shall submit their requests for clarification, notification of discrepancies or



omissions in the ITT in writing no later than five (5) calendar days before the Closing Date specified in Clause 9.0 herein of this Section, by email with official letter to the address *[specified in TENDER DATA SHEET (TDS) of Tender Announcement*. Any requests for clarification from Tenders that didn't acknowledge of receipt of the ITT package and make a confirmation of intent to submit a bid SHALL not be considered and take into account by Company.

Company will not respond to telephone inquiries from Tenderers. Additional information or explanations regarding this ITT given to one Tenderer will be transmitted to all Tenderers in writing. All information and explanations given by Company shall be deemed to be construed as an integral part of this ITT.

The Bulletin/Clarification during the bid announcement period will be published on the same web-link of ITT download; Tenderers shall pay attention to the web link and download the Bulletin/Clarification during the bid announcement period.

6.0 RETURN OF BID ACKNOWLEDGMENT

This ITT and attached documents are considered to be confidential. Should the Tenderers be unwilling to participate in this bid after receiving the bid documents, they should promptly indicate their decline to this tender by signing and returning the bid acknowledgment form requested by Company. Tenderers shall provide adequate explanations for their declination to participate in this bid in order to remain on Company list of Vendors for future bids.

7.0 PREPARATION OF BID PROPOSAL

7.1 GENERAL

Tenderers shall submit their proposal on the basis of the terms and conditions of the ITT documents. Failure to prepare bid Proposals in accordance with the specifications, terms and conditions will be cause for disqualification.

All pages of its Technical, Commercial and Price Proposal shall be signed by Tenderer's Legal Representative or by the person or persons with a Power of Attorney issued by the said Legal Representative.

In case Tenderers have any technical exceptions, Tenderers shall indicate them as per the format provided in Attachment 2C of Section 2 (We refer you to Paragraph 2.10 of Section 2). In case Tenderers have any commercial exceptions, Tenderers shall indicate them as per the format provided in Attachment 2E of Section 2 (We refer you to Paragraph 3.4 of Section 2). In case Tenderers don't have any exception, Tenderers should mention "NO" in the Attachment 2C and 2E and submit to Company. It will be deemed by Company that Tenderers don't have any exceptions to Company tender document and Pro-forma Contract if tenderers don't submit Attachment 2C and 2E.

7.2 LANGUAGE

The Proposal prepared by the Tenderers and all correspondence and documents related to the Proposal by and between the Tenderers and Company shall be written in the English language.

7.3 CURRENCY OF QUOTATION

The bid price shall be quoted in currency US\$ Quotations and any other currency shall be nullified and rejected.



7.4 PRICE

Tenderers are required to quote the prices following the format of the Schedule of Price contained hereof in this ITT (SECTION 4: SCHEDULE OF COMPENSATION).

Unless otherwise specified, the Bid Price indicated by Tenderers shall be fixed and not subject to variation on any account.

No any commercial or price information should be contained in a technical or commercial un-priced proposals.

7.5 SITE VISIT

In the event that the Tenderer is advised to visit and examine the site of the work and its surroundings to obtain for itself on its own responsibility all information that may be necessary for preparing the Proposal. The cost of visiting the site shall be at Tenderer's own expense and the Tenderer shall take all risks, if any, in this regard.

Company shall provide necessary assistance to the Tenderer to obtain permission for any of its personnel or agents to enter site of the work upon the premises for the purpose of such inspection by prior arrangement, but only upon the express condition that the Tenderer, whether its personnel or agents, will release and indemnify the Company and their personnel or agents all liability in respect thereof and will be responsible for personal injury (whether fatal or otherwise), loss of or damage to property and any other loss, damage, cost and expenses whatever caused, which, but for the exercise of such permission would not have arisen.

8.0 COMPOSITION OF THE BID PROPOSALS

8.1 The bid Proposal shall be prepared in three parts under separate bindings set out as follows:

PART I - TECHNICAL PROPOSAL

PART II - COMMERCIAL PROPOSAL

PART Ⅲ – PRICE PROPOSAL

The minimum requirements for the content and information contained in each part of Tenderer's bid Proposal shall be construed pursuant to the SECTION 2 of this ITT.

8.2 Each part of the Bid Proposal hereof shall be written in English in one (1) original, one (1) copy and one (1) electronic copy and be separately put into its respective envelope hereof in line with following table. Any Proposal which fails to separate the three parts from the others will be rejected. The above mentioned one (1) electronic copy (in both PDF and editable format) for each part should be added to an USB storage device and to be included in the original proposal envelope.

Technical Proposal	Envelope with one (1) original and one (1) electronic copy in USB (in both PDF and editable format)	Envelope with one(1) copy
--------------------	--	---------------------------



Commercial Proposal	Envelope with one (1) original and one (1) electronic copy in USB (in both PDF and editable format)	Envelope with one(1) copy
Price Proposal	Envelope with one (1) original and one (1) electronic copy in USB (in both PDF and editable format)	Envelope with one(1) copy
Bid Bond	Envelope with one (1) original of Bid Bond. Note: original of Bid Bond is required only for a traditional hard copy of Bid Bond. For Bid bonds issued directly via swift message, amount transferred or Cash, a justification copy is enough.	

8.3 In the event of any inconsistency or discrepancy between the original bid proposal (Technical/Commercial/Price) and copies, the original bid shall prevail. Also, the submitted hard copy of bid Proposal shall take precedence over electronic copies for all purposes.

9.0 BID CLOSING DATE

The bid Proposal shall be delivered and submitted no later than deadline *[specified in TENDER DATA SHEET (TDS) of Tender Announcement]* ("Closing Date"), unless Company extends the said date in writing. Proposals received after above mentioned date shall not be taken into consideration.

10.0 SUBMISSION OF BID

10.1 PACKING AND MARKING

Bid Proposal Package shall comprise :

- Six (6) separate sealed envelopes or in similar securely <u>sealed</u> package designated "PARTI- TECHNICAL PROPOSAL", "PART II- COMMERCIAL PROPOSAL", "and PART III- PRICE OFFER. <u>The three (3) parts must be respectively cross-page sealed</u> with tenderer's official stamp on the external wrapping and clearly indicated.
- Bid Bond must be submitted separately to Company in a sealed envelope and duly marked and stamped on outer envelope, as the 7th separated sealed envelope.

Each part of bid Proposal shall be submitted in complete sets, including one (1) original marked as "ORIGINAL", the other one (1) copy marked as "COPY" following the proper number sequence (including electronic versions that coincide with the hard copy presented).

For quick and convenient reference, the bid documents shall be arranged and volumed with right insertion of page tabs in each volume to separate the sections according to the nature and category of the contents.

10.2 BID SUBMISSION ADDRESS AND DELIVERY



The bid Proposal package shall be delivered to and received by Company at the designated address as below no later than the time and date stated in the Clause 9.0 above unless Company extends the opening date in writing. Tenderer shall contact following Iraq onsite staff to prepare the entry permit formalities at least three days prior bid closing time.

Bid Proposals must be delivered to Iraqi Office **[specified in TENDER DATA SHEET (TDS)** of Tender Announcement]

10.3 SECURITY CLEARANCE (ENTRANCE PERMISSION FOR COMPANY PREMISES)

For Bid Proposals delivery to Iraqi Office purpose, Tenderer must provide the following mentioned information and documents (Refer to Attachment 1 D) **2-3 working day** prior proposals delivery date in order to arrange the workbase's Gate entry formalities:

For Iraqi visitors:

- Full name for Iraqi visitors (driver and passengers), company name, date and time of visit,
- Copy of the ID (Jensia) for the driver and passengers.

For foreign visitors:

- Full name, nationality, passport number, birth day and visa expiry date for the foreign visitors, company name, date and time of visit,
- Copy of the Visitors' Passports and MOI Visa Approval, MOI Visa.

For vehicles:

- Plate number, Make/Model/Color and registration of vehicles,
- Copy of license of the vehicle.

11.0 BID CONDITIONS

11.1 VALIDITY PERIOD

Tenderer's bid Proposal shall be irrevocable for the period [*specified in TENDER DATA SHEET (TDS) of Tender Announcement]* from the Closing Date specified in Clause 9.0 hereof above, and shall be opened for acceptance at any time during this period. Company shall have the right to request Tenderers to confirm validity of their bids for extended period.

11.2 COST OF PREPARING BID

Submission of a bid is entirely at the discretion of each Tenderer. Any cost related to this bid Proposal preparation and submission and any subsequent cost related to clarifications, meetings, etc. shall be by and at the sole expense of Tenderer. Company will not contribute towards the expenses of compiling and preparing any Bid.

11.3 OWNERSHIP

All ITT Documents issued by Company are the property of Company and shall be returned to Company if requested after expiration of the bid and validity period. The ITT shall be



returned to Company if requested after bid closing date. Company reserves its sole discretion to dispose the proposal submitted by Tenderer after bid closing date.

12.0 ACCEPTANCE OF BID

- 12.1 The key factors for this Bidding are *specified in TENDER DATA SHEET (TDS) of Tender Announcement*, the failure to meet these key factors will lead to disqualification which will not enter into the subsequent process for tender.
- 12.2 Company is neither bound to accept any bid submitted nor the lowest bid submitted and also reserves the right to accept or reject any or all of the Bid proposals received at its sole discretion and without any explanation.
- 12.3 Company is not bound to enter into correspondence or discussion concerning the rejection of any or all bids. Nevertheless, after the bids have been opened, Company shall have the right to request any or all Tenderers to explain, amplify or clarify their bids without incurring any obligation whatsoever.

13.0 CLARIFICATION OF PROPOSAL

Tenderers shall be prepared to discuss and clarify any aspect of their Proposals at any reasonable time in Company's office prior to awarding the Contract.

Tenderers who submit unclear or ambiguous Proposals, or Proposals containing inconsistencies or deviations, or more generally fail to comply with the Instructions to Tenderers, shall bear the risks of being disqualified without a further opportunity to make amendments.

The request for clarification and response shall be in writing and no change in the price or content of the Proposal shall be sought or offered. Any response from Tenderers to request for clarification received by Company after deadline required by company might be rejected and ignored.

14.0 EXTENSION OF BID PERIOD

If for any reasonable reason Tenderer desires more time to present its bid Proposal, it may request a time extension in writing. If the request hereof is granted, all Tenderers will then be notified of the extension hereof and no bids will be opened until the new due date has expired. No extensions will be taken into consideration during the last ten (10) calendar days of the bid period. Any requests for bid closing extension from Tenders that didn't acknowledge of receipt of the ITT package and make a confirmation of intent to submit a bid SHALL not be considered and take into account by Company.

15.0 BID BOND

15.1 A bank guarantee for Tenderer amounting no less than *[specified in TENDER DATA SHEET (TDS) of Tender Announcement]* as per attached specimen (Bid bond) shall be submitted by the Tenderers to Company at the same time when the Tenderer submits his proposal. The original validity of the bid bond shall be for the period *[specified in TENDER DATA SHEET (TDS) of Tender Announcement]* as from the Closing Date and shall be extended automatically upon mutual agreement by and between Company and Tenderer. The bid bond hereof shall be denominated in the currency of US Dollar and/or other required currency by Company and shall be issued by an internationally reputed bank. The bid bond can be issued in the form of a traditional hard copy Bid Bond or issued directly to our bank via swift message. If via swift message, tender number shall be indicated in the message,



and the receipt / record generated by bank system shall be submitted in a separate and sealed envelope and duly marked and stamped on outer envelope, together with other proposals.

With regard to all kinds of BID BOND, the account name for BID BOND payment and refunds must be consistent with full name of the Tenderer. BID BOND payment and refunds via any personal account rather than Tenderer's account name is forbidden and unacceptable by Company.

- 15.2 In case a tenderer is unable to submit a bank guarantee as bid bond the tenderer may:
 - (a) Transfer the amount mentioned above in clause 15.1 to our bank account (specified in clause 4.2) in the currency of US Dollars or of equivalent value in United Arab Emirates Dirhams. (AED 3.68 to USD 1.00). Tender number shall be indicated in the description, and the receipt / record generated by bank system shall be submitted in a separate and sealed envelope and duly marked and stamped on outer envelope, together with other proposals. Tenderer must mention the Tenderer name, tender number and title in the bank payment receipt, any receipt without the Tenderer name, tender number and title will not be accepted by Company and might lead to direct disqualification.
 - (b) **Tenderers should be advised that Cheques NO LONGER BE ACCEPTED as a Bid Bonds by Company.**
 - (c) Pay the amount in Cash in our office in Dubai or our camp in Iraq, if the value of the bid bond is under USD 10,000.00.
- 15.3 For BID BOND expiration and refunds purpose after the tendering process, the bid bond issued in the form of a traditional hard copy of Bid Bond or issued directly to our bank via swift message will expired automatically after the expiry date, but for the other forms of Bid Bonds (T/T and Cash), tenderers are requested to provide detailed Bank account information, as requested in ITT Section No.2 ATTACHMENT 2B CORPORATE AND FINANCIAL INFORMATION, to be used to return the Bid Bond amount after tendering process.
- 15.4 The bid bond is required to protect Company against the risk of Tenderer's conduct which would warrant the bid bond forfeiture. The bid bond may be forfeited if any or all situation happens as follows:
 - (a) If a Tenderer withdraws its Proposal during the period of proposal Validity specified in this ITT documents.
 - (b) In the case of a successful Tenderer, if the Tenderer fails:
 - to sign the Contract after Tenderer is notified as a successful Tenderer; or
 - to furnish performance bond in accordance with Clause 18 herein of this Section.
- 15.5 The Bid Bond of unsuccessful Tenderers, except that of the second most competitive Tenderers, shall be returned without interest on and after the Contract has been signed and awarded. The bid bond of the first/second most competitive Tenderers shall be returned without interest on and after formal signature and execution of the CONTRACT and receipt of the performance guarantee from the successful Tenderers.
- 15.6 Any Proposal not accompanied by an acceptable bid bond in accordance with requirement hereof may be rejected by Company as non-responsive subjected to bid bond forfeiture.



15.7 Any bid bond shall be provided at the Tenderer's expense

16.0 AWARD OF CONTRACT

16.1 The Successful Tenderer will be notified by Company in writing as soon as practicable after the bid closing date and shall, within a reasonable time, enter into Contract with Company. Company reserves its sole discretion to determine the contract award strategy which shall include but not limited to wholly award, split award, partial award, primary and secondary contracts, operational and backup contracts etc. Only when both parties sign the Contract will Company be bound to the Tenderer for the performance of its obligations under the Contract.

16.2 TENDERERS AS SINGLE ENTITY

Company expects to contract with the successful Tenderer as a single entity. If Tenderer intends to subcontract substantial parts of the work, Tenderer shall provide appropriate evidence of commitment that the subcontracting relationship will be in existence within the term of Contract if awarded.

16.3 INSURANCE

Company reserves the right to seek verification of Tenderer's minimum insurance coverage including insurance agent verification in the form of certificates of insurance prior to Contract awarded.

17.0 LAW

- 17.1 This Bid shall be construed in accordance with and governed by the Laws of England (without reference to its rules as to conflicts of law).
- 17.2 Tenderers shall also be fully aware of the Iraqi laws and regulations including but not limited to those of Tax, Labor, Social Security, Customs duties and their latest amendments.

18.0 PERFORMANCE GUARANTEE

Within thirty (30) calendar days after signing of the Contract, the successful Tenderer shall submit to Company an unconditional bank guarantee from an internationally reputed bank as specified in the terms and conditions of Proposed Contract attached to the ITT for good performance of Contractor's obligations.

19.0 ADVANCE PAYMENT

Company does not make any advance payment unless it is clearly specified in Payment schedule of ITT documents, and successful Tenderer must provide a bank guarantee for the equal advance amount to Company. Company shall keep the right to reject any advance payment required by successful Tenderer not specified in ITT documents.

20.0 INSPECTION PRIOR TO CONTRACT AWARD

20.1 During the bid evaluation period, Tenderers shall provide access to allow Company, third party inspection teams and regulatory authorities to perform pre-acceptance and operability compliance survey for the purpose of the award of Contract.

21.0 TENDERER'S KNOWLEDGE

It is the responsibility of Tenderer, prior to submitting its Proposal, to make certain that it has in its possession all documents, specifications, data-sheets, drawings necessary for its



proposal.

Tenderer shall be deemed to have a full working knowledge of the Operation Areas including, where applicable, the prevailing climatic and environmental conditions, rules and regulations for work permits in the Republic of Iraq, and requirements and authorizations for access to the Operation Areas, and to have been familiar with, and obtained all necessary information and satisfied itself as to the extent and nature of the work, factors, the data, contingencies and all other circumstances or conditions which may in any way affect the amount or the nature of the Proposal, or the performance of the work in respect of supply of labors, plants, tools and materials, and any other matters, including, where applicable, the geotechnical, geophysical, hydrological and climatic conditions at the Operation Areas in the event Tenderer is successful.

22.0 CONFIDENTIALITY

22.1 Tenderer has agreed as a condition of receiving this ITT that Tenderer shall keep the contents of this ITT strictly confidential and shall use only such information necessary for the preparation of the Bid.

The disclosure of information in this ITT to Tenderer hereunder shall not be construed as granting to Tenderer a license or any rights under copyright, trade secret or any patents.

22.2 Tenderer shall not disclose to any third party all or any part of the information disclosed by Company or otherwise obtained by Tenderer in the course of and/or as a result of the performance of the Bid preparation hereunder.

If such disclosure is required by law or requested by governmental or regulatory agency or legal or arbitration or other legal proceedings between Tenderer and Company, Tenderer shall notify Company in writing of contents of such disclosure in advance.

23.0 REFERENCE NUMBERS

Company's reference numbers must be clearly indicated on your Proposal and/or all letters, communications and other documents related thereto.

24.0 OTHERS

- 24.1 Unless and until such time a formal Contract is prepared and executed, Tenderer's proposal together with Company's acceptance thereof and signing of letter of intent shall constitute a binding Contract.
- 24.2 Tenderer shall provide access, including audit access, to its personnel, records, documents and the like as may be required for any reasonable purposes, including verification of the levels and types and services to be provided by the Tenderer and of any of its proposed subcontractors.
- 24.3 Tenderer is informed that Company may proceed to adjustments in the Terms & Conditions of the Pro-forma Contract included in this ITT due to Company's policies & Procedures or any new Regulations in Iraq. Consequently, Company reserves the right to insert the adjustments in the final version of the contract prior to signature.



25.0 ADDITIONAL DOCUMENT

REQUIRED FROM SUCCESSFUL TENDERER BEFORE CONTRACT AWARDING:

25.1 For successful tenderer registered inside China

The successful tenderer registered inside China should query by itself the crime record of offering bribes of the tenderer company, its legal representative and project manager (including chief supervision engineer and chief supervision engineer representative) from official website and provide the query result covering the last ten (10) years, and such query result could be screenshot via official website within last two (2) months.

25.2 For successful tenderer registered outside China

The successful tenderer registered outside China shall provide the statement in attached format (STATEMENT Outside China Tenderer (before contract awarding)) signed by its legal representative.

26.0 COLLUSIVE BIDDING

"Collusive Bidding" means a scheme or bidding arrangement between two or more Tenderers designed to achieve an improper purpose, including to influence improperly the actions of another Tenderer.

Collusive Bidding is strictly prohibited and will have serious consequences (disqualification, blacklist, etc.) once detected.

27.0 MATHEMATICAL ERRORS:

Provided that the Bid is substantially responsive, the Company shall correct mathematical errors on the following basis:

- (a) if there is a discrepancy, in Price Proposal, between the unit price and the line subtotal that is obtained by multiplying the unit price by the quantity, the unit price shall prevail and the line item sub-total shall be corrected,
- (b) if there is an error, in Price Proposal, in a total corresponding to the addition of subtotals, the subtotals shall prevail and the total shallbe corrected; and

If the Bidder that submitted the successful evaluated Bid does not accept the correction of errors, its Bid shall be rejected.

28.0 ATTACHMENTS

Attachments 1A, 1B, 1C, and 1D hereinafter referred to follow this SECTION.

NOTE:

- The weight of each package of your bid proposal must be less than 30KG.
- Write the Tender's name, number and contact person details on express package.



<u>ATTACHMENT 1A – BID ACKNOW</u>LEDGEMENT

BID ACKNOWLEDGEMENT

To : CNOOC IRAQ LIMITED Fax No. : Attention : Subject : (Tender No.:)

With reference to the above ITT, we would like to inform you that we want to participate you public tender, we have download all documents from your website on _and are in usable condition without damage (Alternatively, please specify any documents that are missing, damaged or unusable).

We agree to treat the contents of the package and our bid as confidential within our organization, and we will not disclose any aspect of the package or our bid to any third party.

We would like to indicate our intention for the mentioned services as below:

We WILL bid on or before the bid closing time stated in your Invitation Letter to Tender. Further correspondence in connection with this ITT should be addressed to:

Name	:	Title	:	
Company	:	Address	:	
Phone No.	:	Fax No.	:	
E-mail	:			

□ We WILL NOT bid and therefore we are returning this ITT in its entirety with this ITT Acknowledgement Letter. We decline to bid for the Work for the following reasons:

Regards,

Signature/ Date

Name and Title (in print)

Note:

1) Tenderer shall state by " $\sqrt{}$ " or " \times " in the \Box above to indicate their intent to participate or not in the Bid.

2) This Bid Acknowledgement must be signed and returned to Company by email transmittal to the above attention no later than 72 hours after receipt of ITT package.

END OF SECTION 1, ATTACHMENT 1A



ATTACHMENT 1B

LABELS FOR PROPOSALS PACKING

The Proposal sealed as required by the ITT shall bear the labels with full reference information as appropriate as attached for easy identification:

1. Label For The Technical Proposal External Packing

SEALED BID OPENING FORBIDDEN WITHOUT AUTHORIZATION		
To: CNOOC IRAQ LIMITED Att.: Add.:		
INVITATION TO TENDER №		
FOR		

TENDERER'S NAME:		
TENDERER'S CONTACT PERSON NAME: EMAIL: PHONE:		
TECHNICAL PROPOSAL—【ORIGINAL/COPY】 PACKAGE_of_()		

NOTES:

*(1): **Original** or **Copy** as appropriate



2. Label For The Technical Proposal Internal Envelopes / Boxes

SEALED BID OPENING FORBIDDEN WITHOUT AUTHORIZATION		
To: CNOOC IRAQ LIMITED Att.: Add.:		
INVITATION TO TENDER №		
FOR		

TENDERER'S NAME:		
TENDERER'S CONTACT PERSON NAME: EMAIL: PHONE:		
TECHNICAL PROPOSAL [ORIGINAL/COPY] PACKAGE_of_()		

NOTES:

*(1): **Original** or **Copy** as appropriate



3. Label For The Commercial Proposal External Packing

SEALED BID OPENING FORBIDDEN WITHOUT AUTHORIZATION
To: CNOOC IRAQ LIMITED Att.: Add.:
INVITATION TO TENDER №
FOR

TENDERER'S NAME:
TENDERER'S CONTACT PERSON NAME: EMAIL: PHONE:
COMMERCIAL PROPOSAL 【ORIGINAL/COPY】 PACKAGE_of_()

NOTES:

*(1): **Original** or **Copy** as appropriate



4. Label For The Commercial Proposal Internal Envelopes / Boxes

SEALED BID OPENING FORBIDDEN WITHOUT AUTHORIZATION
To: CNOOC IRAQ LIMITED Att.: Add.:
INVITATION TO TENDER №
FOR

TENDERER'S NAME:
TENDERER'S CONTACT PERSON NAME: EMAIL: PHONE:
COMMERCIAL PROPOSAL 【ORIGINAL/COPY】 PACKAGE_of_()

NOTES:

*(1): **Original** or Copy as appropriate



5. Label For The Price Envelopes

SEALED BID OPENING FORBIDDE	N WITHOUT AUTH	IORIZATION
To: CNOOC IRAQ LIMITED Att.: Add.:		
INVITATION TO TENDER №		
FOR		

TENDERER'S NAME:		
TENDERER'S CONTACT PERSON NAME:	EMAIL: PHO	NE:
PRICE—【ORIGINAL / COPY】	PACKAGE _	_of_()

NOTES:

*(1): **Original** or **Copy** as appropriate



Attachment 1 C

STATEMENT (before contract awarding)

(For Tenderer registered outside China)

We, _____ (Tenderer name), herein:

- a) warrant that the Tenderer, its legal representative and project managers (including chief supervision engineer and chief supervision engineer representative)have not made, offered or authorised, and they have no criminal record or conviction in relation to the making, offering or authorising of, any payments, gifts or other advantages, directly or indirectly, to any Public Official in the last ten (10) years; and
- b) covenant that the Tenderer will not, and shall procure that its legal representative and employees will not, make, offer, or authorise any such actions or things,

which may violate any anti-bribery laws including those in the Tenderer's place of incorporation, principal place of business, or its ultimate parent company's place of incorporation or principal place of business (Anti-bribery Law).

For the purposes of this statement, a "Public Official" means (i) an elected or appointed official, employee or agent of any governmental authority; (ii) an official of a political party; or (iii) a candidate for public office; (iv) any other person so defined under the Anti-bribery Law.

We shall indemnify CNOOC Iraq Limited and its affiliates against any damages, losses, penalties, costs (including reasonable legal costs and attorneys' fees) and liabilities arising from or related to the events underlying our admission of allegations made by any governmental authority or a final adjudication in connection with a violation of the above anti-bribery laws.

Name and Signature of Legal Representative

For and on behalf of

(the "Tenderer")

Date



Attachment 1 D

Visitors Information

1) Iraqi Visitors

Full name	
Company name	
Date and time of visit	
Plate number of vehicles	
Vehicles: make/model/color and registration	

- Copy of the ID (Jensia) for the driver and passengers.
- Copy of license of the vehicle

2) Foreigner Visitors

Full name	
Nationality	
Passport No. Birth Day Visa Valid Date	
Company name	
Date and time of visit	
Plate number of vehicles	
Vehicles: make/model/color and registration	

- Copy of the Visitors' Passports and MOI Visa Approval, MOI Visa.
- Copy of license of the vehicle.