



**INVITATION TO TENDER (“ITT”)**

**SECTION 2**

**PROPOSAL CONTENTS AND FORMS**

Year 2023

Dubai, U.A.E



**PROPOSAL CONTENTS AND FORMS**

**TABLE OF CONTENTS**

1.0 PROPOSAL COVER LETTER

2.0 TECHNICAL PART

3.0 COMMERCIAL PART

4.0 PRICE PART

5.0 ATTACHMENTS

    ATTACHMENT 2A: PROPOSAL COVER LETTER FORM

    ATTACHMENT 2B: CORPORATE AND FINANCIAL INFORMATION FORM

    ATTACHMENT 2C: TECHNICAL EXCEPTIONS FORM

    ATTACHMENT 2D: BID BOND FORMAT

    ATTACHMENT 2E: COMMERCIAL EXCEPTIONS FORM

    ATTACHMENT 2F: HSE QUESTIONNAIRE

    ATTACHMENT 2G: RESUME FORM

    ATTACHMENT 2H: EXPERIENCES

    ATTACHMENT 2I: STATEMENT OF NO BRIBERY/CRIMINAL RECORD (FOR TENDERS OUTSIDE CHINA)

    ATTACHMENT 2J: QUESTIONNAIRE

    ATTACHMENT 2K: STATEMENT OF NO LEGAL PROCEEDINGS

    ATTACHMENT 2L: IDENTIFICATION DOCUMENT OF LEGAL REPRESENTATIVE AND BUSINESS CONTRACT

    ATTACHMENT 2M: STATEMENT OF CNOOC EMPLOYEE OR RELATIVES WORKING FOR THE COMPANY

    ATTACHMENT 2N: CERTIFICATE OF AUTHORIZATION

    ATTACHMENT 2O: STAMP OF COMPANY, SIGNATURE OR STAMP OF LEGAL REPRESENTATIVE



## **PROPOSAL CONTENTS AND FORMS**

Tenderer's Bid Proposal shall respond to each of the requirements set forth below and contain the information requested in this ITT.

The "Proposal Contents and Forms" is only the minimum requirements for the content of Tenderer's Bid Proposal. In the event that Tenderers wish to propose information beyond the scope of the provided requirements listed herein, Tenderers will enhance or enrich its Bid Proposal in addition to the requirements below.

The Technical and Un-priced Commercial Proposal **shall not** contain any pricing information. If pricing information is included in the Technical Proposal, un-priced Commercial Proposal or the soft electronic copy of technical and Un-price Commercial Proposal, the Tenderers will be automatically disqualified.

**1.0 Important: Bid Proposal must be signed by a person duly authorized to do so. If the person who signs the Bid is not shown on the Certificate of Registration as having the right to sign on behalf of Tenderer, then the evidence shall also include a certified power of attorney which authorizes that person to sign on behalf of Tenderers. Such power of attorney must be executed by a person or persons who are shown on the Certificate of Registration as having signature authority on behalf of Tenderer. PROPOSAL COVER LETTER**

Tenderers shall complete, sign by a person duly authorized and put company stamp the Cover Letter on Tenderer's letterhead as shown in Attachment 2A. Tenderers shall include the Cover Letter in its Technical Proposal, Commercial Proposal and Price Proposal (signed, stamped and include the Cover Letter for each part)..

## **2.0 TECHNICAL PART**

Tenderers shall submit a Technical Proposal discussing the methods and resources to be used to accomplish the Services described in the Scope of Work set forth in SECTION 3 of TECHNICAL PACKAGE. The Technical Proposal submitted by Tenderers shall contain all technical information as specified by Company including technical data, manuals and other un-priced information to allow Company to perform an evaluation of the Technical Proposal prior to the opening of Tenderer's Commercial and Price Proposal. Tenderers shall prepare a Table of Contents in the Technical Proposal, including the contents, at a minimum, as follows:

### **2.1 INTRODUCTION**

Prepare a brief introduction including a general demonstration of understanding of the scope and complexity of the required work.

### **2.2 ORGANIZATION STRUCTURE**

Tenderers shall submit an organization chart of Tenderer indicating department manager and above with legal representative's signature and company stamp as shown in Attachment 2O, and one organization chart for this bidding indicating all key personnel that will be involved in the work covered by this ITT, indicating all lines of command and the job scope organization.



**2.3 PROJECT MANAGEMENT**

Tenderers shall include a statement as to how the work will be administered, implemented and controlled, with specific attention to interfaces.

Tenderer is required to prepare a detailed description of existing procedures and specifications that are proposed for the overall guidance of each discipline during execution of the work. The description must demonstrate that the proposed procedures and specifications have sufficient detail to guide the application of applicable national regulations and industry codes and standards throughout the term of the Proposed Contract.

**2.4 EXECUTION PLAN**

Tenderers shall describe the plan and methodologies to be employed to accomplish the required work. The plan should include:

- The Proposed Operation Program;
- Logistic Support Plan;
- HSE management scheme;
- Emergency plan;
- Miscellaneous;
- Please provide us your plan on how to manage and supply the materials and equipment if operation commences in the area of Missan Oil Field and where to establish the logistic base to support the operation.
- Please submit information showing current workload/contract duration of your proposed equipment involved in, as well as availability of resource for the work stated in this document.

**2.5 PROPOSED EQUIPMENT AND MATERIAL INFORMATION**

Tenderers shall list its proposed equipment, facilities and material in its Bid Proposal in according to the requirements.

Tenderers shall submit comprehensive information and details about the equipment and facilities and material it proposes in its Bid Proposal, clearly identifying the availability, suitability and specification.

Tenderers shall submit evidence of valid certification / classification for proposed equipment, facilities and materials.

(Submit the details of proposed equipment)

Item	Specification	Manufacture	Qty	Remark



## **2.6 KEY PERSONNEL RESUME**

Tenderers shall submit resumes as the attached format of 2G in Section 2 and job grade of all key personnel Tenderers intends to use for this Work, including but not limited to responsibilities, summaries of training and education, relevant experience and qualification certificate etc.

## **2.7 SUBCONTRACTOR**

Tenderers shall indicate all Subcontractors that are proposed to be utilized. Any portion(s) of Work to be subcontracted shall be clearly identified.

Company reserves right to reject the subcontractor whose recent operation and performance had caused material loss to the Missan Oil Company of Iraq. Company does not accept that the subcontractor subcontracts its portion of work to potential subcontractors.

For each portion subcontracted, Tenderers shall submit relevant information as follows:

- The proposed subcontractor's name, address and location etc;
- The nature of business and specialist services;
- The availability of resources including manpower;
- The experiences in Iraq for last three (3) years;
- Tenderer's partnership with the subcontractor;
- Subcontractor's present contract status.

Tenderers are required to submit sufficient information and data to enable Company to assess the propriety of accepting the proposed subcontractor for the part of the Work proposed to be subcontracted.

The list of Subcontractor shall be subject to the approval of Company and Company may reject some of them.

## **2.8 QHSE INFORMATION**

Tenderers shall submit details in accordance with the form listed in the Attachment 2F of Section 2 and all details shall be in compliance with the requirements which are the basic HSE requirements. Furthermore, the evaluation will be conducted as per the information supplied by tenderers.

**HSE Information (Attachment 2F) shall be including in the PART I – TECHNICAL PROPOSAL.**

If Contractor provides security team by themselves, the private security companies they use shall be on security companies list recommended and accepted by Missan Oil Company (MOC).

Please enclose a copy of the followings:

HSE Management System and manual, the record of employees training, the Standard of



Procedures for operation.

QHSE Certificates issued by relevant authorities should be in English for different callings as per the request.

The details please refer to the Section 3 Technical Package.

QUALIFICATION Questionnaire Form for Potential Vendors(if applicable)	
QUALIFICATION Items	Answer Yes or No
1. Leadership and Commitments	
2. HSE Policy- policy documents and availability	
3. Planning	
Hazards and Effects Assessment	
Drugs and Alcohol	
4. Organization, Resources and Documentation	
HSE communication and meeting programs	
Staff HSE Training	
Employee training program	
5. Implementation and Operation	
Equipment control and maintenance	
Subcontractors	
6. Inspection and Correction	
Management and performance monitoring of work activities	
HSE Performance records	
Incident Investigation and reporting	
Auditing	

Note: The investigated company shall provide all the support documents together with the above questionnaire form.

**2.9 EXPERIENCE AND QUALIFICATIONS**

Tenderer is to submit its experiences with reference to the similar work. Tenderer is to list out its major clients who have been supplied and rendered with similar product/service supplies by the Tenderer for the work which has been carried out for the client in Iraq separately from the work carried out for the client outside Iraq, the proof letter from clients of Tenderer, copy of awarded contracts and/or POs of Tenderers can be accepted as evidence of Tenderer’s experience in according to the form of the Attachment 2H of this Section 2, which should list the Record for the last 3 years Evidence of similar products/services for two or more clients should be provided, and at least 3 attestations or other proofs as stated above shall be provided.

Except the evidence of valid certification / classification for each of the proposed equipment, facilities and materials as required in Item 2.5 above, Tenderer shall submit its other qualifications for the Work.

**2.10 EXCEPTIONS OF TECHNICAL MATTERS**

Company reserves the right to reject any Bid Proposal containing exceptions. However, if



Tenderer does submit exceptions, such exceptions shall be recorded in the Exceptions/Clarifications form of technical matters in Attachment 2C of Section 2. If no exceptions or clarifications of technical matters are taken, Tenderer shall state “NONE” as appropriate.

All items in the proposed Contract to which no exception is expressly noted shall be considered non-negotiable.

If Tenderer states “NONE”, the Company shall have the full right to reject any exceptions during awarding or contractual stage, and the Company reserve the right to consider other Tenderers’ proposals and shall have the right to take further actions, such as bid bond forfeiture, blacklisting or any other actions required to protect Company against such risk.

### **2.11 INSURANCE**

Tenderers shall submit certificates of insurance or equivalent evidence from its insurance companies or authorized insurance broker:

- Evidencing the coverage and endorsements as required by the Company in Section 3 of Technical Requirement;
- The insurance policies required by the Contract will be in force during the period of the Proposed Contract.

### **2.12 OTHERS**

Any other document of technical aspect is necessary for the Bid Proposal.

## **3.0 COMMERCIAL PART**

**ATTACHMENT 2A, 2B, 2D, 2E, 2H, 2I, 2J, 2K, 2L, 2M ,2N and 2O** shall constitute the Commercial Part.

### **3.1 CORPORATE AND FINANCIAL INFORMATION**

Tenderers shall provide all information requested in the Attachment 2B. Such information includes, at the minimum, the following:

- Name, address and contact information;
- Organization;
- Business license or Registration certificate
- Human Resources Information;
- Financial Information;
- Evidence of Tenderer’s Signature Authority;
- Legal Actions
- Miscellaneous

### **3.2 BID BOND**



For the purpose of establishing the required guarantees prior to award of any contract, Tenderers shall submit with its Bid Proposal:

A bank guarantee for Tenderer as per attached specimen Bid Bond, Attachment 2D in this Section shall be submitted by the Tenderers to Company at the same time the Tenderers submits his proposal.

**Note:** The Original of Bid Bond shall be **sealed** and packed separately in opaque envelope and not be included in the Part I – Technical Proposal, Part II – Commercial Proposal and Part III – Price Proposal.

Bid Bond must be separately submitted to Company in a sealed envelope and duly marked and stamped on outer envelope.

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.

**Tenderers should be advised that Cheques NO LONGER BE ACCEPTED as a Bid Bonds by Company.**

### **3.3 UN-PRICED OFFER ()**

Tenderers shall copy the price tables and submit this price tables from the SECTION 4 (SCHEDULE OF COMPENSATION) in un-priced, no price information shall be included into this table, otherwise, it will be disqualified directly.

The un-priced price offer shall be submitted with the Commercial Proposal. Tenderers shall use the words/phrases “**Quoted**” and “**Not Quoted**” where appropriate to replace the price. If one item cost is included in other item(s), Tenderer shall mention in this un-price part using the word “Quoted”, and thereafter in price part of clause 4.0 shall use the word “included” for such item(s). Tenderers shall strictly follow the format of this schedule; any additional Note/ Remark mentioned in the price part may lead to disqualification.

### **3.4 COMMERCIAL EXCEPTION**

Company reserves the right to reject any Bid Proposal containing exceptions. However, if Tenderer does submit exceptions on ITT and Pro-forma Contract, such exceptions shall be recorded in the Commercial Exceptions/Clarifications form in Attachment 2E of Section 2. Each exception listed (disregarding typographical errors, etc.) must have an associated schedule benefit and/or price reduction (a specific percent to be applied to Tenderer’s prices) should Company agree to the exception.

Exceptions listed without an associated schedule benefit and/or price reduction may have a value assigned by Company for Bid Evaluation purposes and may be cause for rejection of the Bid.

If no commercial exceptions or clarifications are taken, Tenderers shall state “NONE” as appropriate.





If Tenderer states “NONE”, the Company shall have the full right to reject any exceptions during awarding or contractual stage, and the Company reserve the right to consider other Tenderers’ proposals and shall have the right to take further actions, such as bid bond forfeiture, blacklisting or any other actions required to protect Company against such risk.

### **3.5 SUBCONTRACTORS**

Tenderers shall provide the details about subcontractors as per Item 2.7 above of this SECTION.

### **3.6 JOINT BIDDING**

Joint bidding is NOT accepted by Company and will lead to disqualification unless there are some other requirements in **TENDER DATA SHEET (TDS) of Tender Announcement**.

### **3.7 KNOWLEDGE AND EXPERIENCE**

Tenderers shall provide the details about Knowledge and Experience as per Item 2.9 above of this SECTION

### **3.8 COMMERCIAL MATTERS**

Please provide the statement as to how to handle the commercial matters.

#### **3.8.1 Iraq Contents (if the project is not related Iraqi contents, such article can be deleted)**

According to the relevant Iraqi law and In order to support the IRAQ government’s policy in promoting the usage of local content, please provide us the detail of your plan for assuming obligation on the manpower employment/development and/or the usage of local material/services and/or other relevant issue, and how many percentage ( %) of contract value that will be considered to award locally in this regard.

#### **3.8.2 Statements are required to show how the following issues are properly handled.**

- Local Tax, Local employment;
- Importation and exportation if there is any;
- Work permit for personnel to be assigned for the service;
- All other relevant formalities and procedures etc.

### **3.9 AGENT**

Does your company have any Agent in Iraq? If yes, please describe the agreement with such agent:

Company Name:

Registered Address:

Registered Date:

Company Registration No.:

Legal Representative:

Telephone:

Fax:



E-mail Address:

Contact Person:

Scope of Business

**3.10 MISCELLANEOUS**

3.10.1 Statement on Tenderer’s letterhead, certifying that it has not been declared bankrupt.

Do you have any legal proceedings arising out of contractual matters over the past 5 years? If yes, please give details.

3.10.2 Any other documents of commercial aspect necessary for the Proposal.

3.10.3 The record of the crime of bribery

**a) For Vendor registered inside China**

The Vendor registered inside China shall query by itself the crime record of offering bribes of the Vendor company and its legal 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.

**b) For Vendor registered outside China.**

The Vendor registered outside China shall query by itself the crime record of offering bribes of the Vendor company and its legal representative from its government authority and provide the query result covering the last ten (10) years, OR provide the statement in ATTACHMENT 2I - Statement of no Bribery/Criminal Record (for Tenderers Outside China) signed by its legal representative.

3.10.4 Statement of No Legal Proceedings

The Vendor should submit one statement of no legal litigation for recent 3 years according to the ATTACHMENT 2K – STATEMENT OF NO LEGAL PROCEEDINGS

3.10.5 The following vendor primary qualification list shall be completed.

No.	Item	Applicant Vendor [Insert Applicant Vendor Entity Name]
1	Registration Entity	[Insert Name on Registration Certificate]
2	Country of Registration	[Insert Country on Registration Certificate]
3	Registration Date	[Insert Date on Registration Certificate]
4	Registration Valid Period	[Insert Date on Registration Certificate]



No.	Item	Applicant Vendor	[Insert Applicant Vendor Entity Name]
5	Registered Capital (USD)		[Insert Figure on Registration Certificate]
6	Scope of Business		[Insert Description on Registration Certificate]
7	SOB Related to Project		Choose: Yes/No
8	Nature of Vendor (applicable for materials)		Choose: Manufacturer/Agent
9	Manufacturer (applicable for agent)		[Insert Name]
10	Manufacturer Authorization (applicable for agent)		Choose: Yes/No
11	Entity on Certificate (API)		[Insert Name on Certificate]
12	Entity on Certificate (ISO)		[Insert Name on Certificate]
13	Entity on Certificate (Production license and industry certification or others))		[Insert Certificate Name] & [Insert Entity Name on Certificate]

**4.0 PRICE PART**

**4.1 COMPOSITION OF PRICE PART**

The price part shall contain the Cover Letter of Bid, the Schedule of Prices and Rates and shall be prepared and sealed separately and independently.

**4.2 PRICE OFFER MATTERS**

- 1 Tenderers shall enter all proposed prices, sums, rates for the subject work on a copy as required;
- 2 Tenderer’s price offer shall be in accordance with and in strict compliance with the Proposed Contract and all commercial terms and conditions relevant thereto;
- 3 All Bid prices shall be listed in Bid Currency which will also be the Contract Currency;
- 4 Detailed breakdown of all prices shall be given if requested by Company;
- 5 Once specified, the price submitted in Tenderer’s Price Part shall be fixed and not be subject to revision for any reasons including currency fluctuations;
- 6 Any discounts offered must be clearly stated.



- 7 Any additional item must be clearly stated.
- 8 In principle, any discrepancy between the unit price and the subtotal quoted price, the unit price shall prevail. However, Company have its sole decision to choose either clarification will be made for the unquoted, unreasonable, and unclear item(s) or, for price evaluation purpose, the price offer will be balanced with the highest price of the same item from other Tenderers for above-mentioned item(s).
- 9 Tenderer's price proposal shall be in accordance with and in strict compliance with the price format contained in Section 4 (SCHEDULE OF COMPENSATION), Schedule of Compensation, Proposed Contract and all commercial terms and conditions relevant thereto, Tenderer's price proposal shall be disqualified if there is any inconsistency or non-compliance.
- 10 Tenderers shall comply with the criteria regulated in the technical, commercial and price aspects of ITT in order to submit qualified proposals. Any price quotation with conditional terms and notes will not be accepted by Company.

## **5.0 ATTACHMENTS**

Attachments 2A, 2B, 2C, 2D, 2E, 2F, 2G, 2H, 2I, 2J, 2K, 2L, 2M 2N, and 2O referred to above, follow this SECTION.



**SECTION 2**

**PROPOSAL CONTENTS AND FORMS**

**ATTACHMENT 2A – PROPOSAL FORMAT OF COVER LETTER**



**ATTACHMENT 2A - PROPOSAL FORMAT OF COVER LETTER**

Date:

**To** : CNOOC IRAQ LIMITED

**Address** :

**Attention** :

**Subject** :

(TENDER NO.: )

The undersigned confirms that it has carefully examined the above referenced Invitation to Tender package, hereinafter referred to as “ITT” dated [insert ITT date in dd/mm/yyyy format]

- (a) Having examined your ITT and attachments thereto in respect of the above mentioned package, we offer to provide the said Work in conformity with the said documents of the amounts and rates contained in this Bid.
- (b) If awarded the work, the undersigned hereby agrees to enter into a Contract with COMPANY under the terms and conditions of the Contract included in the above referenced ITT and that the information submitted by Tenderers in its Bid Proposal will be incorporated into the Contract.
- (c) Tenderer agrees to that its Bid Proposal constitutes a firm offer to COMPANY which cannot be withdrawn within the **period specified in TENDER DATA SHEET (TDS) of Tender Announcement** calendar days from the Bid Closing Date.
- (d) Tenderer confirms it has fully satisfied itself as to the extent, the nature of the WORK to be performed and has not included any pricing information in its Technical and Commercial Proposal, which will result in disqualification.
- (e) Tenderer confirms and accepts that COMPANY is not bound to accept the lowest or any proposal received nor obliged to assign a reason for the rejection of any proposal. Tenderer confirms that any costs incurred in the preparation of this Bid Proposal are entirely for Tenderer’s own account.
- (f) Tenderer confirms that, if awarded the Contract, Tenderer will provide a Performance Bond strictly in accordance with requirements and the Pro-Forma Contract included in this ITT.
- (g) Tenderer certifies that this Bid Proposal is a bona-fide Bid Proposal and intended to be competitive and that Tenderer has not fixed or adjusted the amount of the Bid Proposal by or under or in accordance with any agreement or arrangement with any person not directly involved with its preparation.

Signed:

(Tenderer’s Name)



Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**Notes:** The Cover Letter must be signed by person authorized to do so. If the person who signs the Cover Letter is not shown on the Certificate of Registration as having the right to sign on behalf of Tenderer, then the evidence shall also include a certified power of attorney which authorizes that person to sign on behalf of Tenderers. Such power of attorney must be executed by a person or persons who are shown on the Certificate of Registration as having signature authority on behalf of Tenderer.

END OF SECTION 2, ATTACHMENT 2A



**SECTION 2**

**PROPOSAL CONTENTS AND FORMS**

**ATTACHMENT 2B – CORPORATE AND FINANCIAL INFORMATION**





**ATTACHMENT 2B – CORPORATE AND FINANCIAL INFORMATION**

Tenderers shall provide all information requested. Write ‘Nil’ or ‘NA’ (Not Applicable) where appropriate.

**1.0 TENDERERS INFORMATION**

**1.1. Name, Address and Contact Information**

Enter company address and contact information here, this sheet shall be provided with PDF and editable version in soft copy:

Company Full Name (Same as the Business license/Registration Certificate):	
Company’s Chinese Name (applicable for Chinese Tenderers only)	
Type of Company (Including: Government, Army, Public Institution, Company, Person, or Individual Business)	
Country of Registration	
Registered Address:	
Company Registered Amount	
Registered Currency	
Business License Number	
Business Scope (Brief description)	
Correspondence Address:	
Postal Code	
Name of Legal Representative	
Name of Authorized Representative Name(if has)	
Contact Person:	



Title:	
Telephone:	
Email:	
Bank information :	Title of Beneficiary’s Bank Account: IBAN / Account Number of Beneficiary: Name of Beneficiary’s Bank: Name of Branch of Beneficiary’s Bank: Address of Branch of Beneficiary’s Bank: SWIFT/SORTING CODE: Name of Intermediary Bank: Name of Intermediary Bank Branch: Address of Intermediary Bank Branch: SWIFT/SORTING CODE:

- Exact name of company with whom the Contract would be made:  
\_\_\_\_\_
- Stamp of Company, Signature or Stamp of Legal Representative should be provided according to ATTACHMENT 2O – Stamp of Company, Signature or Stamp of Legal Representative
- Identification Document of Legal Representative and Business Contact Person should be provided according to ATTACHMENT 2L – Identification Document of Legal Representative and Business Contact.
- One Statement of CNOOC Employee or Relatives Working for the Company should be provided according to the ATTACHMENT 2M – Statement of CNOOC Employee or Relatives Working for the Company.

**1.2. Organization**

Provide the following information with regard to your company:

Company Type, e.g. Corporation, Proprietorship, Partnership, Individual, Limited Liability Company or other:	
Date of Company registration or incorporation:	



Registrar of Companies File Registration Number:	
Date of commencement of business operations:	

- Provide a certified copy of Tenderer’s Certificate of Registration, as issued by the companies registry in the Tenderer’s home country, and if the Certificate is not in English, a certified translation into English must be attached to the original language certificate.
- If the vendor has no sufficient registered capital, please advise if you can provide enough bank guarantee or parent company guarantee. (Yes or No).
- Type of Company
- Company’s Principal Business
- Organization structure of Company

It is required to provide the name of parent company, associate and subsidiary companies etc.

**1.3. Shareholders**

Identify the shareholders and percentage of the company owned by each.

Proof of Shareholder Composition and Proof of Capital Contribution/Capital Verification Report, or Similar proof/Statement documents should be provided.

Shareholder Name	Address	Percentage Held
	TOTAL	100%

**1.4. Company Directors**

Provide the following information regarding company directors.

Name	Title	Period

**1.5. Key Management Staff**

Provide the following information for your key management staff.



Name	Title	Professional Qualification	Length of Service

**1.6. Permanent Employee Information**

Provide the following information regarding permanent employees.

Description	Total (%)
Management	
Technical	
Non-Technical	
Other	
	100%

**1.7. Local Affiliate**

- Is your company a local affiliate of an overseas parent/principal company involved in similar nature of work? Answer “Yes” or “No”  
 YES: \_\_\_\_\_ NO: \_\_\_\_\_
- If YES, attach a corporate organisation chart indicating the structure of Tenderers in relation to its parent company, affiliated companies and subsidiaries and the ultimate holding company.
- Name of Ultimate Corporate Parent::

**1.8. Subsidiaries**

- Does your company have any subsidiary company(s)? Answer “Yes” or “No”.  
 YES: \_\_\_\_\_ NO: \_\_\_\_\_
- If YES, list the name(s) of the subsidiary company(s).

**1.9. Duties Exemption**

- Is your company located in a Free Port or Free Trade Zone (FTZ) or in a Licensed Manufacturing Warehouse (LMW) or enjoy duty exemption under any special arrangements? Answer “Yes” or “No”.



YES: \_\_\_\_\_ NO: \_\_\_\_\_

- If YES, provide details:

**1.10. Financial Information**

Provide the following information regarding your company’s capital structure and debt:

- 1) Capital structure and debt
- 2) Authorized capital
- 3) Paid-up capital
- 4) Working capital
- 5) Amount of loan/overdrafts and sources
- 6) Amount of loan repayment and sources
- 7) Tax registration certificate.

**1.11. Audited Financial Statements**

Attach audited and signed financial statements for the immediate consecutive three (3) years in English and original language if the same are written in language other than English language including the following:

- 1) Balance Sheet
- 2) Income Statement
- 3) Statement of Cash Flows
- 4) Statement of Changes in Equity
- 5) Accounting Policies & Notes to the Financial Statements
- 6) External Auditor’s Report
- 7) Tax registration certificate

**1.12. Contract Financing**

- Will contract financing be required? Answer “Yes” or “No”.  
YES: \_\_\_\_\_ NO: \_\_\_\_\_
- If YES, describe the amount and source of financing required for the contract considering that payment shall be made by milestone payments or otherwise as described in the contract. Attach evidence of credit availability, listing details of bank facilities in a form of banker’s references.

**1.13. Legal Actions**

Have there been, or is there currently, any litigation, suits or court actions against your company? Answer “Yes” or ”No”:

YES: \_\_\_\_\_ NO: \_\_\_\_\_



**1.14. Authorized Signatories**

Who is authorized to sign the contract on behalf of your company?

Name	Title

- If the person who signs the CONTRACT is not shown on the Certificate of Registration as having the right to sign on behalf of Tenderers, then the evidence shall also include **Certificate of Authorization according to the ATTACHMENT 2N – Certificate of Authorization, which authorizes that person to sign on behalf of Tenderers.** Such powder of attorney must be executed by a person or persons who are shown on the Certificate of Registration as having signature authority on behalf of Tenderers.

**1.15. Miscellaneous Tenderers Information**

Attach any printed technical and operational information detailing the general capabilities, services offered and any information, which would be helpful in the analysis of Tenderers.

END OF SECTION 2, ATTACHMENT 2B



## **SECTION 2**

### **PROPOSAL CONTENTS AND FORMS**

#### **ATTACHMENT 2C - EXCEPTION FORMAT OF TECHNICAL MATTERS**



**ATTACHMENT 2C – EXCEPTION FORMAT OF TECHNICAL MATTERS**

Tenderers must be in full compliance with the requirements of this ITT. Nothing shall change or supplement this ITT, except ITT revisions by means of Circular Letter issued in writing by COMPANY. However, should Tenderers wish to take exception to anything contained in this ITT, these shall be listed below.

Exceptions of Technical Matters should be supplement to a fully compliant tender. Exceptions that may modify or replace contract terms or other particulars are subject to rejection and may be cause for disqualification of a tender.

Any technical exception not mentioned in the below table might will be ignored and not be taken into consideration by Company.

<b>Article/ Clause No.</b>	<b>Current Text (as it appears in ITT)</b>	<b>Proposed Exceptions</b>	<b>Reason(s) for Exceptions</b>	<b>WORKS Impact (+/-)</b>	<b>* Cost Impact (Only Indicate Yes or No)</b>

\* DO NOT enter any price information.

END OF SECTION 2, ATTACHMENT 2C





**SECTION 2**

**PROPOSAL CONTENTS AND FORMS**

**ATTACHMENT 2D - FORMAT OF BID BOND**



**ATTACHMENT 2D – FORMAT OF BID BOND**

- I. We, the undersigned (1) \_\_\_\_\_ (hereinafter referred to as GUARANTOR), established at (2) \_\_\_\_\_ represented by (3) \_\_\_\_\_ have taken notice of the Bid Ref \_\_\_\_\_ submitted by (4) whose registered office is at (5)(hereinafter referred to as TENDERER) to COMPANY.
- II. GUARANTOR hereby guarantees the due performance by TENDERER of TENDERER'S obligations under the **TENDER NO.:**
- III. If TENDERER fails to comply with any of its obligations under the ITT Documents and/or if TENDERER withdraws said Bid within the period of validity of its Bid and/or if TENDERER fails after receipt from COMPANY of Letter of Award to enter into the CONTRACT with COMPANY, or to provide a Performance Bank Guarantee in accordance with the CONTRACT requirements, then GUARANTOR hereby irrevocably undertakes on behalf of TENDERER to pay to COMPANY on first demand any sum of sums not exceeding (6) \_\_\_\_\_ (US DOLLAR). \_\_\_\_\_
- IV. Each demand by COMPANY for payment under this Bank Guarantee shall be made in writing (including telex or cable ) to the following address:
- (7) \_\_\_\_\_
- GUARANTOR shall promptly notify to COMPANY any change in the above address.
- V. Each demand under paragraph IV above shall indicate the breach of TENDERER'S obligations as notified to TENDERER by COMPANY.
- VI. GUARANTOR shall make payment hereunder on first demand without restriction or conditions without any need for evidence as to the veracity of the same or to issue any formal notice or to take any action through administrative or legal channels and notwithstanding any objection by TENDERER, GUARANTOR shall not require COMPANY to justify the breach indicated in its demand for payment, nor shall GUARANTOR have any recourse against COMPANY in respect of any payment made hereunder.
- VII. No alteration in the terms of the Bid made by agreement between TENDERER and COMPANY shall in any way release GUARANTOR from all or any part of its liabilities under this Bank Guarantee.
- VIII. GUARANTOR shall pay any sum demanded by COMPANY hereunder within fifteen (15) calendar days after the date of receipt of COMPANY'S demand.
- IX. This Guarantee shall remain valid for a period of a **[period specified in TENDER DATA SHEET (TDS) of Tender Announcement]** calendar days from the closing date for submission of Bid and in the event Guarantor is notified by COMPANY of the award of the CONTRACT by COMPANY it shall be valid until signature of the CONTRACT by TENDERER and COMPANY and the APPROVAL by COMPANY of the Performance Bond submitted by the TENDERER for the CONTRACT. But at the latest, This Guarantee shall expire on .



- X. The laws of England and Wales shall govern the interpretation, construction, enforceability, legality and validity of this Bond, and all disputes arising hereunder or in any manner related hereto. This Bond shall be subject to the Uniform Rules for Demand Guarantees, published as number 758 by the International Chamber of Commerce, except as stated above. The Guarantor hereby submits to the exclusive jurisdiction of the courts of England with respect to any action, suit or proceeding arising under, or in connection with, this Bond.
- XI. Guarantor represents that this Bank Guarantee has been established in such form and with such content that it is fully and freely enforceable against GUARANTOR in the manner provided in paragraph X above.

(Date) \_\_\_\_\_

- (1) Name of the bank proposed by TENDERER
- (2) Address of bank
- (3) GUARANTOR officer's name and quality
- (4) Name of TENDERER
- (5) Address of office of TENDERER
- (6) In figures and letters, and in US DOLLAR
- (7) Bank address for notices
- (8) Bid validity period plus thirty (30) calendar days, in figures and letters

END OF SECTION 2, ATTACHMENT 2D



**SECTION 2**

**PROPOSAL CONTENTS AND FORMS**

**ATTACHMENT 2E - COMMERCIAL EXCEPTION FORMAT**



**ATTACHMENT 2E - FORMAT OF COMMERCIAL EXCEPTION**

Tenderers must be in full compliance with the requirements of this ITT. Nothing shall change or supplement this ITT, except ITT revisions by means of Circular Letter issued in writing by COMPANY. However, should Tenderer wish to take exception to anything contained in this ITT, these shall be listed below.

Commercial Exceptions should be supplement to a fully compliant tender. Exceptions that may modify or replace contract terms or other particulars are subject to rejection and may be cause for disqualification of a tenderer.

Any commercial exception not mentioned in the below table might will be ignored and not be taken into consideration by Company.

<b>Article/ Clause No.</b>	<b>Current Text (as it appears in ITT)</b>	<b>Proposed Exceptions</b>	<b>Reason(s) for Exceptions</b>	<b>WORKS Impact (+/-)</b>	<b>* Cost Impact (Only Indicate Yes or No)</b>

\* DO NOT enter any price information except a percent decreasing or increasing in contract price

END OF SECTION 2, ATTACHMENT 2E



**SECTION 2**

**PROPOSAL CONTENTS AND FORMS**

**ATTACHMENT 2F - HSE ASSESSMENT QUESTIONNAIRE**



**SAFETY, HEALTH AND ENVIRONMENTAL**

**ASSESSMENT QUESTIONNAIRE**

**1. INFORMATION**

- Company: \_\_\_\_\_
- Address: \_\_\_\_\_
- Postcode: \_\_\_\_\_
- Telephone: \_\_\_\_\_
- Fax: \_\_\_\_\_
- E-Mail \_\_\_\_\_
- Business/Product/Service: \_\_\_\_\_
- Number of Employees: \_\_\_\_\_

**2. HEALTH, SAFETY AND ENVIRONMENT MANAGEMENT SYSTEM**

- Does your company have a formal Health, Safety and Environment Management Systems Manual and HSE Policy document?

Yes / No

Attach a copy of supporting documentation

**3. HSE POLICY DOCUMENT**

- Does your company have a formal Health, Safety and Environment Policy under promise of company management?

Yes / No

Attach a copy of supporting documentation.

**4. ARRANGEMENTS**

- Do you have a company HSE management organization?

Yes / No

Attach the HSE organization structure as supporting documentation.

**5. HSE PLANS AND TARGETS**

- Does your company have an objective HSE planning process?

Yes / No



Attach a copy of the current corporate HSE Plan.

**6. MANAGEMENT AND SUPERVISION OF WORK ACTIVITIES**

- What arrangements does your company have for management and supervision of the HSE aspects of work activities? Describe the operational arrangements.

\_\_\_\_\_

Attach related and back-up documents

**7. TRAINING IN HSE OF ALL-LEVEL EMPLOYEES**

- Have your employees at all levels who plan, monitor, supervise and carry out the work received all the training in their HSE responsibilities for their current jobs?

Yes / No

- Describe the process and give details of the content and duration for each general category of employee?

\_\_\_\_\_  
\_\_\_\_\_

Attach related and back-up documents

**8. EQUIPMENT**

- How do you ensure that plant and equipment used by your employees is correctly registered, controlled and maintained in a safe working condition?

\_\_\_\_\_  
\_\_\_\_\_

Attach related and back-up documents

**9. PERSONAL PROTECTIVE EQUIPMENT (PPE)**

- What procedures does your company have for the provision, maintenance and replacement of standards and specialized PPE?

Describe these procedures \_\_\_\_\_  
\_\_\_\_\_

Attach related and back-up documents

**10. INCIDENT REPORTING AND INVESTIGATION**

- Does your company have an incident reporting and investigation procedure?

Yes / No

Attach a copy of the last 5 years incident recording (example like the OHSA).

Describe the procedure. \_\_\_\_\_





Attach related and back-up documents

- What procedures does your company have for ensuring that the findings and recommendations of any incident improvement action are implemented?

Describe the procedures. \_\_\_\_\_ Attach related and back-up documents

**11. HSE PERFORMANCE**

- Does your company maintain records of incident reports and use these as records of performance?

Yes / No

Attach a copy of the LTI's (Loss Time Incident), LTA (loss time accident) and Total Recordable Incident Rate and other measures of performance for up to the last five years.

- How often is this performance reviewed and by whom?

\_\_\_\_\_

**12. SPECIALIST ADVISORS**

- Does your company employ other staff with formal HSE Qualifications?

Yes / No

Identify their position in the company and attach a copy of their resume.

\_\_\_\_\_

\_\_\_\_\_

**13. ENVIRONMENTAL MANAGEMENT**

- What actions does your company take to minimize the environmental impact of your work activities? Describe these actions and identify the key personnel involved.

\_\_\_\_\_

\_\_\_\_\_

Attach related and back-up documents

- Does your company have a formal procedure for Waste Management?

Yes / No

Describe. \_\_\_\_\_

\_\_\_\_\_

Attach related and back-up documents

**14. EMPLOYEE HEALTH**



- How does your company ensure that all employees are medically fit for the tasks they are to undertake? Describe the procedure and state the frequency of checks.

\_\_\_\_\_

\_\_\_\_\_

Attach related and back-up documents

- How is the health of those employees exposed to additional health risk monitored? Describe the procedure, the aspects covered, the frequency of checks, where these are normally carried out and by whom.

\_\_\_\_\_

\_\_\_\_\_

Attach related and back-up documents

**15. EMERGENCY RESPONSE**

- Does your company have a formal procedure for Emergency? Response?

Please Describe. \_\_\_\_\_

- What incident scenarios are covered? List. \_\_\_\_\_

Attach samples of Emergency response plans.

**16. RISK ASSESSMENT**

Is there any procedure for HAZARD identification and risk assessment? (Attach supporting document)

Is there any procedure for reducing high risk level to ALARP? (Attach supporting document)

**17. ATTACHMENTS REQUIRED**

- All probable HSE achievement and awards should be mentioned and supporting documents should be attached for assessment.

**18. OTHER REQUIREMENTS**

- Supplier shall have a system of specifying, monitoring compliance and updating HSE standards to cover all hazardous operations.

- Supplier shall have clear and available change procedure of personnel, equipment and procedure.

**Submitted By (print name):** ..... **Position:** .....

**Signature:** ..... **Tel. No:** .....



Following submission of the completed questionnaire COMPANY may contact you to discuss your company's health, safety and environmental management arrangements in more detail. Please give the name and telephone number of your nominated contact person if different from the submitter.

**Name:** ..... **Position:** .....

**Tel. No.:** .....

END OF SECTION 2, ATTACHMENT 2F



**SECTION 2**

**PROPOSAL CONTENTS AND FORMS**

**ATTACHMENT 2G - RESUME FORMAT**



**ATTACHMENT 2G - RESUME FORMAT**

**RESUME**

<b>Name:</b>	
<b>Position:</b>	
<b>Nationality:</b>	
<b>Date of Birth:</b>	
<b>Gender:</b>	
<b>Belief:</b>	
<b>Education Background:</b>	
Period	Education description
...	
<b>Training :</b>	
Period	Training description
...	
<b>Certificates:</b>	
1	
2	
...	
<b>Work Experience:</b>	
Period	Work description
...	
<b>Language:</b>	
Mother language:	
Second language/level:	

END OF SECTION 2, ATTACHMENT 2G

## ATTACHMENT 2H - EXPERIENCES

Client's Name	Name of Project	Type of Services	Date of Service	Client Contact Information

END OF SECTION 2, ATTACHMENT 2H



**SECTION 2**

**PROPOSAL CONTENTS AND FORMS**

**ATTACHMENT 2I - STATEMENT OF NO BRIBERY/CRIMINAL RECORD  
(FOR TENDERERS OUTSIDE CHINA)**



## Statement of no Bribery/Criminal Record

**To CNOOC:**

My company is registered in the location of \_\_\_\_\_, and is not able to provide the results of the records of bribery crimes issued by people's procuratorates at all levels of the People's Republic of China. Therefore, the following commitments are made:

The company and its legal representative (id number :) do not commit bribery in past ten years from the date of submission of this declaration.

Our company solemnly pledges the above information to be true, if there is a false concealment, will bear the corresponding legal responsibility.

**Attachment:** copy of company registration documents

XXX company

(official seal)

Legal representative: (signature)

Date: \_\_\_\_\_





**SECTION 2**

**PROPOSAL CONTENTS AND FORMS**

**ATTACHMENT 2J - QUESTIONNAIRE**



**QUESTIONNAIRE**

**Tenderer's Name:** \_\_\_\_\_

- a) Is there any relatives (spouse, children and their spouses, parents, brothers/sisters and their spouse and children, parent-in law, brothers/sisters in law and their spouses) of your organization's Shareholders, Supervisor, Legal Person, Directors, Senior Management or agent working in CNOOC? If any, please provide the detailed information.
- b) Did your organization's Shareholders, Supervisor, Legal Person, Directors, Senior Management or Agent(s) ever work in CNOOC? If "Yes", your organization is required to provide the staff's relevant information including but not limited to full name, ID number, served units of CNOOC and their position accordingly while in CNOOC, the date of leaving CNOOC, and the date of jointing your organization and the current position.
- c) Is any of your organization's Shareholders, Supervisor, Legal Person, Directors, Senior Management or agent as one of the shareholder, as a staff, or as an agent of any other organization? If any, please provide detailed information.
- d) Have your organization or any of your organization's Shareholders, Supervisor, Legal Person, Directors, Senior Management or agent ever involved in, or intend to engage in, any money laundering?
- e) Has your organization or any of your organization's Shareholders, Supervisor, Legal Person, Directors, Senior Management or agent have or intend to have any business relationship with, provide or intend to provide any assistance to, any terrorist or terrorism organization?
- f) Has your organization or any of your organization's Shareholders, Supervisor, Legal Person, Directors, Senior Management or agent have or intend to have any business relationship with, provide or intend to provide any assistance to, any anti-government personnel or organization?

We have carefully read and fully understood the Questionnaires here above, and have provided the information as requested. Hereby, we warrant that the information provided herein is authentic, accurate and complete, and warrant that the information does not contain any false record, misleading statement or material omission, and will assume full arising out of the informational we provided.

Company Name and stamp  
Legal representative: (signature)

Date



**SECTION 2**

**PROPOSAL CONTENTS AND FORMS**

**ATTACHMENT 2K–STATEMENT OF NO LEGAL PROCEEDINGS**



## Statement of no Legal Proceedings

**To CNOOC:**

Our company has not involved in any legal proceedings in the recent three years and has not been included in any list of sanctions or trade restrictions by any state or international organization.

XXXX company

(Official seal)

Legal representative: (signature)

Date: \_\_\_\_\_



**SECTION 2**

**PROPOSAL CONTENTS AND FORMS**

**ATTACHMENT 2L – IDENTIFICATION DOCUMENT OF LEGAL**

**REPRESENTATIVE AND BUSINESS CONTACT**



Identification Document of Legal Representative and Business Contact

I. information of legal representative:

- Name:
- Office address:
- Fixed telephone:
- Mobile phone:
- Email address:

II. Business contact information:

- name
- Office address:
- Fixed telephone:
- Mobile phone:
- Email address:

The above business contact XXX is our formal staff and will be our liaison person with your company. If there is any change, we shall inform and replace the identification document in time.

Our company promises that the above information is true, if there is any false concealment, will bear the corresponding legal responsibility and the consequence.

**Attachment:**

- 1. Identification of legal representative**
- 2. Business contact identification**

Company name:

(seal)

Legal representative: (signature)

Business contact: (signature)

Date: \_\_\_\_\_



**SECTION 2**

**PROPOSAL CONTENTS AND FORMS**

**ATTACHMENT 2M – STATEMENT OF CNOOC EMPLOYEE OR  
RELATIVES WORKING FOR THE COMPANY**



Statement of CNOOC Employee or Relatives Working for the Company

To CNOOC:

Our Company is  state-owned/non state-owned.

The following shall be filled by non state-owned enterprise:

There following conditions are existent/ non-existent in the company (All boxes shall be marked. Mark x for non-existent and, mark / for existent with details enclosed in the form):

- CNOOC Management Staff’s relative is our company’s legal representative or controller.
- CNOOC Management Staff’s relative holds stock right in our company.
- CNOOC Management Staff’s relatives is employed as department head or above position.
- CNOOC resigned/retired personnel is our company’s legal representative, partner or controller.
- CNOOC resigned/retired personnel’s relative is employed as department head or above position.

(Note: The above mentioned CNOOC Management Staff, resigned/retired personnel are referred to level M10/T8 or above of CNOOC employee)

Employee Name	Gender	Title	Relationship with CNOOC staff	Name of related CNOOC staff	Company name which CNOOC Staff work for	Level of CNOOC Staff	Resignment or Retirement Date
e.g. Li XX	female	Legal Representative	Mother of wife’s nephew	XXX	CNOOC XX unit	T8	---
e.g. Zhang XX	male	Company Consultant	himself	himself	Retired (worked in CNOOC XX unit before retire)	M9	May 26 <sup>th</sup> , 2017

Our company earnestly promise: The above information is true and accurate. There is no alternative action taken to avoid CNOOC relevant requirements. We will unconditionally cooperate and accept audit from CNOOC or relevant authorized agency concerning the above relevant qualifications and conditions. When the relevant information changes, we will update and complete necessary procedures timely. If any of the above information is false, our company will take full responsibility and, accept all the punishment in accordance with the CNOOC relevant regulations.

Date:

Legal Representative: (Signature / Seal)

(Company Seal)





**SECTION 2**

**PROPOSAL CONTENTS AND FORMS**

**ATTACHMENT 2N – CERTIFICATE OF AUTHORIZATION**



### Certificate of Authorization

Authorized Mr. /Mrs. \_\_\_\_\_ as the representative of our company to deal with the Procurement related business with CNOOC.

Our company acknowledges the relevant documents that he/she signed and submitted in CNOOC Procurement Platform. This authorization is limited to register and manage business in CNOOC Procurement Platform.

The expiration date of this authorization is \_\_\_\_\_, or our company submit a new authorized client (the first date is the criterion).

Authorized person (signature) :

Legal representative (signature or stamp):

Company name: (seal):

Date: \_\_\_\_\_

Authorized person information:

Position:

Contact:

Telephone:

**Note:**

1. The content of this paper should be filled out clearly, and the altered or unsigned seal is invalid.
2. Certificate of authorization shall not be transferred or sold.
3. When Authorized person has changed, please sign a new certificate of authorization and notify us in time.



**SECTION 2**

**PROPOSAL CONTENTS AND FORMS**

**ATTACHMENT 20 – STAMP OF COMPANY, SIGNATURE OR STAMP OF  
LEGAL REPRESENTATIVE**



**Company Name:**

**Legal Representative Name:**

**Stamp of Company:**

**Contract Stamp of Company (If Applicable):**

**Financial Stamp of Company (If Applicable)::**

**Signature or Stamp of Legal Representative:**