



In the name of God

OIL EXPLORATION OPERATION COMPANY

ReTENDER No. : 2023-14644

FOR

9 EA CTU Reels

**OEOC Commercial Dept.
August 2023**



Contents

CALL FOR TENDER	c
Technical Offer	e
Commercial Offer	g
Sample of PO	i



To: All Tenderers

Date: 05 August 2023

CALL FOR TENDER

TENDER No. : 2023-14644

TENDER SUBJECT: CTU Reel

OEOC (Oil Exploration Operation Company), intends to award the purchase contract of the above mentioned items to an international well known and qualified Manufacturer /Supplier through a competitive tender.

The contract duration will be for 6 months and may be extended up to more months subject to the both parties agreement.

On this occasion, OEOC has keen interest to seek the qualified Tenderer to provide the above mentioned items to the extent that the terms and conditions specified in the attached propose are considered.

In the light of above, Tenderers are hereby invited to bid for the subject items and this invitation to Tender shall be construed neither as a proposal to enter into a contract nor as a public offer.

This letter of invitation to tender , and the acknowledgement of receipt of any submitted tender ,shall not be construed as a commitment on the part of Oil Exploration Operation Company (hereinafter referred to as company) , nor shall they entitle Tenderers to claim any indemnity from company.

Tenders are asked to note particularly the "Instructions to Tenderers" as well as the following points.

If you, as Tenderer, do not interest to participate in the present tender, please state the reasons in writing and send us. In case of non-participation in the tender and failure to provide the necessary explanation, the name of the company from the list of approved suppliers will be deleted.

1- TENDER CLOSING DATE

The closing date for receipt of tender will be **23 August 2023** Tender received thereafter shall be rejected.

2- TENDER DOCUMENTS

The Tender Documents comprise the following:

- 2.1 Letter of Invitation to Tender.
- 2.2 Appendix "A" – Technical Specifications
- 2.3 Appendix "B" – Form of Tender / Schedule of Rates

NOTE: All the Tender Document mentioned above, with the exception of this Letter of invitation to Tender are attached hereto.

3- SUBMISSION OF PROPOSALS & COMPANY'S ADDRESS

The Tenderers should submit their unconditional proposals on the terms and conditions of the present Tender Documents. The proposals should be received in **2** separated sealed envelopes via courier services not later than **23 August 2023 and during the last two working days of the deadline for submitting bids (22 August 2023 and 23 August 2023)** and should be addressed to:

OIL EXPLORATION OPERATION COMPANY

NO.234, Taleghani Street,

Tehran - Islamic Republic of Iran,

Attn.: Head of Tender Committee



3.1. Enclosed Envelope A: “Tender Guarantee” shall be accepted either in the form of a bank guarantee equal to 2,100,000,000 Rial or in the format of Company’s Cheque with a copy of the registration in Sayad system equal to 2,900,000,000 Rial.

Note: please send the company documents related to the latest changes in the company registration and the authorized signatures along with your tender guarantee.

3.2. Enclosed Envelope B: “Technical and Contractual Part” and “Commercial Part” is include tender documents which is read and agreed via tenderer and tenderer’s technical proposal and and commercial proposal. The tendered prices shall be solely indicated in the Appendix "B" (Schedule of Rates).

4- OPENING THE ENVELOPES

4.1. According to the items stated in the tender documents the Tender Committee of the OEOC opens envelopes (A) and (B) of the bidders, and after checking the relevant letters of recommendation and signing the terms of the tender and the sample of contract draft and verifying them, the decision will be made and after themaking decision, the result of the tender will be announced.

4.2. In case of incomplete contents of envelope (A) or (B) or ambiguity and conditionality of any of the proposals, the next envelope of the bidder will not be opened and will be returned to the bidder or his representative or lawyer or will be archived and canceled.

4.3. The checking and making decision of the Tender Committee about the receiving offers is done without the presence of the bidders or their legal representatives.

4.4. Offers that are distorted, illegible, unsigned, unsealed, vague and conditional, without deposit and submitted after the deadline will not be accepted.

5- QUOTATION

The quotation submitted by the Tenderers shall be exclusive of all the applicable taxes and Duties.

6- RIGHT TO AUDIT

Prior to the selection of any Tender and /or the award of any Contract for the services , OEOC reserves the right to audit any or all the information provided by the Tenderer as to its correctness and by way of its Tender submission , Tenderer signifies its acceptance to such provision for company's audit .

7- TENDER EVALUATION BY COMPANY

7.1. The Contract shall be awarded based on the most economically advantageous Tender, consistent with Company's technical requirements.

7.2. The Contract entered into between COMPANY and the successful TENDERER will be based on the Tender Documents.

**Yours Truly
M. Farhadi
Commercial Manager**



Appendix "B" **Technical Offer**

From:				
Address:				
Tel:				
Fax:				
Ref.	Descriptions	Manufacture	QTY	Unit
1	Non- Tapered String Grade: TS – 80 OD: 1.500" ID: 1.250" Wall thickness: Specified: 0.125" Minimum: 0.117" Tube Footage: 16500 ft With related spool, fitting, corrosion Inhibitor and N2 Plugs	Jason	9	EA
Delivery Term Offer		Delivery Time Offer		
Ex Works				
CFR-Bandar Abbas				
DDP Ahvaz- OEOC's Warehouse				


Technical Terms and Conditions:

1. Manufacturer: **Jason** (Please clarify or write it on your offer)
2. The Origins: China (Please clarify or write it on your offer)
3. Submitting all related technical specification accompany with catalogues along with technical offer is mandatory.
4. The technical proposal shall meet our exact/complete technical spec.
5. All drawings and technical specification should be submitted along with technical offer.
6. All related quality and technical certificates should be submitted along with technical offer.
7. **Delivery Time:** Please clarify Delivery Tim in the table based on Delivery Term.....
8. Please submit your offer same as our structure.
9. **Unpriced commercial offer should be submitted along with technical offer.**
10. Please specify and write on your envelope offer: **Envelope B: Technical Proposal, Tender NO, and Tender Subject.**
11. **Inspection requirements:** COC - Visual Inspection, Packing and Marking - Document Review: MTC, Hydrostatic Test Report, Mechanical Property Testing Report, Metallographic Property Testing Report, NDT on CT String (ET), NDT on Strip (RT & UT), WELD LOCATION RECORD and MATERIAL CERTIFICATE

NOTE1: considering that the points mentioned above are basis for scoring. If you can provide any of them, please mention it in your technical and financial proposals.

NOTE2: Approved tender documents (signed and stamped as Read & Agree) must be submitted along with unpriced quotation within technical proposal.



Document No:TC-FO-02-00		Technical Bid Evaluation Form for General Goods Purchase									
Purchase Request No.:		-		Goods Description:					Date:		
Purchase Request Date:		-							Attachment		-
Technical Conditions (70)										Final Score	
Suppliers/ Vendors Description	Offered Brand/ Origin	Main Brand Score		The Compatibility of the Goods with Required Specs	Delivery Time		The possibility of providing the technical docs: Certificate of Origin, COC, QC Docs, Calibration Certificates	Providing the technical docs related to the goods (part list, maps, catalogs and ...) and manufacturer's certificates	Total Score for Technical Conditions	Total Scores (100)	
		As per/higher than request	(30)		According to Requested Time	(15)					
		Minimum acceptable	(15)		Later than the Requested Time	(10)					
		Unacceptable	(0)		Out of Requested Time	(0)					
Procurement Conditions (30)										Vendors/ Companies in the order of Final Score	
Suppliers/ Vendors Description	Delivery Terms		Payment Terms and Financial Capabilities	After Sale Services	Total Score for Procurement Conditions		Suppliers/ Vendors Description	Total Score			
	Offered Terms	(10)							(15)	(5)	(30)
Remarks:											
1. Specifying manufacturer name and model number are mandatory.											
2. Bidders shall specify deliverable documents in their technical proposals. Manufacturers valid monogram and certificates for specified standards in the enquiry/ purchase request are mandatory.											
3. The minimum total point (technical point+ commercial point) for approval is 60. This criteria will be adjusted for "Not Applicable" / Non Applicable items accordingly. Technical Index for commercial Evaluation= 40%											
4. If the proposed technical specification of the goods don't comply with the required specification and/or cover the required technical criteria, the submitted proposal will be rejected.											
5. All requested items should be offered by vendors. Partial offers may lead to technical disqualification.											
6. Vendors shall submit approved tender documents (signed and stamped as Read& Agreed) along with unpriced quotation within technical proposal. (Mandatory Criteria which leads to rejection of Vendor Offer)											
7. Offers with Brands/Manufactures other than requested Brands/Manufacturers (If any) will be technically disqualified.											



Appendix "C" **Commercial Offer**

TO: Mr. Bayatani
Head of Tender Committee

Gentlemen:

Having thoroughly studied the Tender Documents, comprising:

Invitation to Tender and Form of Tender, Performance Bond Guarantee and Technical Specifications, propose to provide the Goods, in strict accordance with the said instruction, conditions and offer the sums reflected in the Attachment of the Tender Form.

Should any addition or deduction be required, we agree that the relevant adjustment of the above Sum / Lump Sum to be made on the basis of unit rates. These unit rates will be established upon awarding the contract to the successful contractor.

Should our Tender be accepted, we undertake to provide the requested goods in accordance with all terms and conditions of the contract.

We agree to abide by this Tender for the period of 90 days from the closing date fixed for receiving the same.

We understand that you are not bound to accept the lowest or any Tender and that you will not defray our expenses in connection with the preparation of this Tender .

Yours Truly
Seller's Name to be inserted.



Commercial Offer

From: Address: Tel: Fax:					
Ref.	Descriptions	Manufacture	QTY/Unit	Unit Price (EURO)	Total Amount (EURO)
1	Non- Tapered String Grade: TS – 80 OD: 1.500” ID: 1.250” Wall thickness: Specified: 0.125” Minimum: 0.117” Tube Footage: 16500 ft With related spool, fitting, corrosion Inhibitor and N2 Plugs	Jason	9EA		
Total Actual Purchase Amount- Ex works					
Shipping cost					
CFR- Bandar Abbas					
Total Purchase Amount based on DDP Term					

Commercial Terms and Conditions:

1. Manufacturer: **Jason** (Please clarify or write it on your offer)
2. Delivery terms: please clarify your delivery terms.....,
3. **Validity Commercial Offer should be: at least 2 months from submitting proposals.**
4. **Validity start date of offers: The last day of the deadline for submission of bids. (please specify it in your offer)**
5. Maximum advanced payment is 25% of total amount of the issued P/I against unconditional and extendable APBG,
6. Delivery Time: Based on Delivery Term it will take within
7. In case of accepted offer, 5% of the contract amount or PO should be submitted as PBG,
8. Other condition will be notified in PO or Contract.
9. Please submit your offer same as our structure.
10. Please specify and write on your envelope offer: **Envelope B: Commercial Proposal, Tender NO, and Tender Subject.**

NOTE 1: considering that the points mentioned above are basis for scoring. If you can provide any of them, please mention it in your technical and financial proposals.

NOTE 2: Please be informed that, this company will pay the payment in foreign currency outside of Iran, so in case of winning and finalizing the PO with you, we need a foreign account. Sana rate is considered as the basis of exchange rate (Sale Cash Rate on payment day) for requesting payments inside Iran



Sample of PO

Purchase Order



Offer No:

Offer Date

PO NO: OEOC-2023-14644

PO Date:

SELLER:		BUYER: Oil Exploration Operation Company	
Business Licences/Registration NO:		Registration No: 143260 International Identity Code: 10101862356	
International Identity Code: Economic Code:		Economic Code: 411131184514	
Address:		Address: 2nd Floor, No. 234, Taleghani St., Tehran- Iran	
Tel:		Tel: (+98) 21 883 183 60-70	
Fax:		Fax: (+98) 21 883 03 206	
Commodity: 9 EA CTU Reel			
Duration of the PO:		Effective Date: This Contract shall be deemed to have become effective after Seller has submitted the Performance Bank Guarantee to Buyer and the PO has been signed by both Parties. Duration of the PO: This PO is valid for 8 months from the Effective Date. Extension of the Contract: The Duration of this Contract shall be automatically renewed until the full delivery of Good(s).	
PO Documents:		1.This PO 2.General Conditions (Appendix 1) 3. Seller's Commercial and Technical offers (Appendix 2) 4. Inspection Requirements (Appendix3)	
Total Price (VAT not included):		Say:	
Payment Terms:			
Advance Payments Gaurantee: Yes <input type="checkbox"/> No <input type="checkbox"/>		Performance Guarantee: Yes <input type="checkbox"/> No <input type="checkbox"/>	
Interim Gaurantee: Yes <input type="checkbox"/> No <input type="checkbox"/>			
Other: Maximum advanced payment is 25% of total amount of the issued P/I against unconditional and extendable APBG		Other: Performance Bank Guarantee is equal to 5% of total price and it shall be submitted by the Seller to Buyer and it shall remain in force and extended until passing the title of the Goods to Buyer and submitting copy of shipping documents to Buyer.	
Delivery Time and Terms: (incoterms 2020) CFR/DDP.....			
Partial Delivery: Not Allowed <input checked="" type="checkbox"/> Allowed <input type="checkbox"/> in Parties		Mode of shipment:	
Forwarder to be arranged by: Buyer <input type="checkbox"/> Seller <input checked="" type="checkbox"/>		Carriage to be arranged by: Buyer <input type="checkbox"/> Seller <input checked="" type="checkbox"/>	
Shipment Insurance(s) Cost is on Buyer charges <input type="checkbox"/> Seller's Charge <input type="checkbox"/>			
Installation & commissioning/ Guarantee/ After Sales Services:			
Installation & commissioning:		Not Included <input type="checkbox"/> Included <input type="checkbox"/> Costs (If included) For each expert/ Duration (if year) days/months after delivery.	
Guarantee:		Not Included <input type="checkbox"/> Included <input type="checkbox"/> Duration (If yes) ismonths/weeks/days after installation/ delivery/ submission the BL to Buyer by Seller	
After Sales Services/Warranty:		Not Included <input type="checkbox"/> Included <input type="checkbox"/> Warranty Letter No <input type="checkbox"/> Yes <input type="checkbox"/> Duration (If yes) is months/weeks/days after installation/ delivery/ commissioning.	

Purchase Order



Offer No:

PO NO: OEOC-2023-14644

Offer Date

PO Date:

	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> (Ref to Appendix3)
Inspection Required:	(If Yes) During Manufacturing <input type="checkbox"/> Before Shipment(PSI) <input checked="" type="checkbox"/> Performance Test <input type="checkbox"/> (If Yes) Inspection Test(s) Cost is on Buyer charges <input type="checkbox"/> Seller's Charge <input type="checkbox"/>

Documents to be submitted:	Invoice <input checked="" type="checkbox"/> Performance Test Report <input type="checkbox"/> Certificate of Inspection <input checked="" type="checkbox"/> Certificate of Compliance <input checked="" type="checkbox"/> B/L <input checked="" type="checkbox"/> Insurance Policy <input checked="" type="checkbox"/> Packing List <input checked="" type="checkbox"/> Certificate of Origin <input checked="" type="checkbox"/> Proforma Invoice <input checked="" type="checkbox"/> Inspection Release Note <input checked="" type="checkbox"/>
	1. Priced commercial invoice in two original and two copies. 2. Itemized packing list endorsed with Package Number, Dimensions and weights and other specification in two original and two copies signed and sealed by seller. 3. Certificate of origin endorsed by local chamber of commerce confirming in one original and 2 copies. 4. Copy of full set of clean on board ocean Bill of Lading (B/L) Marked "freight prepaid "accompanied with freight invoice in case of sea shipment and or airway bill (AWB) in case of air freight endorsed with Contract No. and insurance policy reference 5. Full set of freight prepaid, Sea Freight bill of lading marked freight prepaid issued or endorsed to our order. In three originals and three copies. 6. Original of all Mentioned Certificates and Documents in APPENDIX 3.(Manufacturer test and inspection certificates in 1 original and 2 copies evidencing that the quality and quantity of the goods are in compliance with specification of goods indicated in this PO) 7. Inspection release note (IRN) in 1 originals and 2 copies, all originally signed , stamped and issued and confirmed by TPA, certifying that the quality and quantity of the goods are strictly complying with specifications indicated in the relative Performa Invoice and PO and the goods can be released for shipment. 8. Third Party Inspection Certificate issued and signed and sealed by third party inspector nominated and approved by the Buyer and based on Buyer's requirement. 9. Commodity Instruction, Catalogue, Commodity Instalation Proceedure, Maintenance Proceedure and Goods's drawings in one original version.

Liquidated Damages	Failure to meet the notified delivery dates as specified in "Shipment and Delivery of Goods" Article will cause an immediate liquidated damages fee equal to 0.1% of the Contract amount per day until the actual delivery of the Goods, UP to the maximum of 10% of the Contract amount as the ceiling of liquidated damages. In case the liquidated damage amount exceeds the ceiling, BUYER, after giving notice in writing to SELLER, is entitled to a) terminate the Contract and to confiscate the SELLER's Good Performance Guarantee, APG and Interim Payment Guarantee or b) to continue the Contract and perform the obligation on behalf of the Seller with 20% of overhead. In this case the Buyer will recover the costs and expenses out of the Guarantee/debts/payments/properties of the Seller. Note1: in case the purchase/work is not delivered/performed on time. The Buyer may fulfill/complete the job and will recover the incurred amount/loss out of the payments or guarantee of property of the Seller. Note2: The Buyer is in charge for discracion of delay in delivery, failures, quality problem, possible damages and ... and its discracion in this regard is final and binding.
--------------------	---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

This Purchase Order "NO." and attached documents is concluded in 3 copies with equal validity which is signed on in Tehran.

Remarks:

Oil Exploration Operation Co. as Buyeras Seller
Athorised by: Date: sign & stamp: Position:	Athorised by: . Date: sign & stamp: Position: Managing Director

Appendix 1	PO NO: OEOC-2023-14644 PO Date:	 Oil Exploration Operation Company
General Conditions		
ARTICLE 1: DURATION OF THE CONTRACT		
1.1. Effective Date This Contract shall be deemed to have become effective after the following conditions have been met: A -SELLER has submitted the guarantee (as specified in PO) to BUYER. B-The Contract has been signed by both Parties.		
1.2. Advance Payment If the contract contains advance payment, it will be paid after requesting and presenting the APBG by the Seller. In this case the commencement date will be the day of payment of advance payment by Buyer. If APBG is not presented within the time specified in PO, the commencement date will start automatically after that time from the contract signature date.		
ARTICLE 2: PO AMOUNT		
2.1. As a full compensation for all Materials and/or works supplied and/or performed by Seller under the Contract/PO, the Buyer shall pay to Seller the Contract/PO amount, in the manner specified in the Contract/PO. The Contract/PO Price shall not be subject to any escalation or increase as a result of any increase in Seller's costs. Even judicial and legal escalations shall not be applied in this PO.		
2.2. The PO amount shall be deemed to include and cover all costs, expenses and liabilities of every description and the risks of all possibilities of delay and interference which may occur in connection with the performance of the purchase and handing over the Goods/Materials by Seller to Buyer.		
2.3. Unless otherwise provided in writing in the PO, Seller shall pay all of the sales, use, service, excise and other taxes as well as all duties, fees or other assessments of whatever nature imposed by governmental authorities, applicable in connection with the PO.		
2.4. All handling cost as well as all charges for containers (if any), packing crating, insurance and transportation, on or before handing over to the Buyer, is assumed as covered in the PO amount.		
2.5. No payment made by the Buyer shall be deemed to constitute acceptance by Buyer of the Materials, the purchase and/or any parts thereof. Any payment which becomes payable on any day which is not a banking day shall be paid on the immediately succeeding banking day. All bank charges, fees, etc. up to the point of delivery of goods shall be borne and paid by Seller except for the cost incurred in connection with the opening of the letter of credit, which shall be borne by Buyer, provided that, the costs for any extension of the letter of credit due to the reasons attributable to Seller shall be borne by Seller.		
2.6. At any time and without any notice, Buyer may, without prejudice to any other rights reserved to it under the PO or Applicable Laws, deduct or set-off Seller's claims for money due or to become due to Seller against any claims which Buyer has or may have arising out of the PO or other transaction between the Parties hereto. Note: The Total PO Amount is subject to variation order which may be issued by Buyer. Buyer shall have the right to advise seller in writing to modify the quantities and/or volumes of the PO's items (including any increase and/or decrease) within a range of - 25 % (as floor) and + 25 % (as ceiling) of the Total PO Amount at the unit price.		
ARTICLE 3: DOCUMENTS & DRAWINGS		
3.1. Seller shall furnish Buyer with all detailed drawings, certificates, data and other documents as requested from the Seller, illustrating sufficient details to assure Buyer's satisfactory design, performance, operation and maintenance with respect to the Materials.		
3.2. Buyer's Approval for drawings, certificates, data and other documents shall not release Seller from any of its obligations under the Contract/PO. Such drawings, certificates, data and other documents shall be prepared in accordance with Buyer's instructions and, in addition, provided with a title block and a reserve clause in Buyer's favor, as specified by Buyer.		
3.3. Buyer's Approval for drawings, samples or other representations shall not constitute its acceptance of substitutions or deviations, unless Seller has identified them as substitutions or deviations by separate notice when submitting such drawings, samples or other representations. If the words "or equal" are used in the Buyer Order, any of the proposed equals shall be construed as approved by Buyer.		
3.4. All drawings, certificates, data, specifications and other pertinent papers prepared by Seller pursuant to the Contract/PO may be used, without limitation, for; (i) construction, operation, modification, revamping, de-bottlenecking, repair and maintenance of the Materials and the works, (ii) replacing any part of the works from any source, and (iii) duplicating any section of projects or works by or for Buyer.		
ARTICLE 4: METHOD OF PAYMENT		
The PO Amount shall be paid as the followings:		
4.1. Advance Payment (if applicable): The BUYER shall, if possible and upon request of the Seller, pay the determined percent in PO as advance payment after signing of the PO by the Parties hereto against presentation by the SELLER the unconditional Advance Payment Bank Guarantees issued by Iranian Bank and certified by Central Bank of I.R. in the form attached hereto (or in the form approved by the Buyer) in favor of the BUYER for the same amount, currency and PO number to secure the refund of the advance payment. Note: If the purchase process is not started by Seller within 2 weeks from the date of receiving Advance Payment or after written notice from the Buyer in this regard, the Seller is obliged to pay back the Advance Payment and compensate the losses and damages incurred by Buyer.		
4.2. The Advance Payment Guarantee shall be released automatically by the Buyer upon the delivery of Goods and handing over shipping documents or any documents instructed by Buyer.		
4.3. Mid-Payment (if applicable): In case of the mid-payment (interim payment) to the seller, the related bank guaranteed (as approved by the Buyer) for the same amount shall be presented by the Seller before the payment. Note: In case the Goods are not delivered and the contract is terminated by Buyer, the Seller shall return all the Advance payment and Interim payment to Buyer within 48 hours, otherwise the Buyer can confiscate the Advance payment and Interim payment Guarantees.		
4.4. The Remaining Payments: The Remaining Payments shall be made by the BUYER, after receiving documents required by the Buyer, Technical approval and handing over of the documents by the SELLER.		
ARTICLE 5: GOOD PERFORMANCE GUARANTEE/RETENTION		
5.1. Seller shall upon execution of the PO, provide the guarantee in the form and amount determined in PO in favor of Buyer, issued by an Iranian bank (approved by the Buyer). The Good performance Guarantee shall remain in force and extended until the delivery and fulfillment of the Seller's obligation. Note: in case the Seller's obligation is up to the Goods' performance for a specific time (based on Parties' negotiations or the Goods nature), the Good Performance Bank Guarantee shall be extended accordingly.		
5.2. The Buyer shall have the right at any time if the Seller is not able to perform its obligations under this PO and when the Seller leaves the PO duties or in the event of breach of this PO by the Seller, to confiscate this Guarantee as compensation for the loss, damage or expenses incurred by the Buyer, without the need for Buyer to prove to the Seller' fault., and this would be of no affect to Buyer's other rights or privileges.		

Appendix 1	PO NO: OEOC-2023-14644 PO Date:	 Oil Exploration Operation Company
General Conditions		
ARTICLE 6: TAXES AND DUTIES		
<p>6.1. Regarding the companies established in countries other than Iran, no VAT (Iranian Value Added Tax) will be calculated for the payment to the Seller.</p> <p>6.2. Regarding the companies established in Iran, the Buyer is liable for payment of VAT according to laws and regulations against the supporting legal documents which should be submitted by Seller to Buyer.</p> <p>Note: The Seller shall be responsible to register the Buyer's name in Iranian Ministry of Finance and Economic Affairs Dept. and to submit a copy of the proposed certificate to the Buyer. Payment of the above Iranian VAT by the Buyer is subject to presenting the certificates, legal supporting documents for the approval of VAT, and other documents required by Buyer.</p> <p>6.3. Any tax incurred on the Seller's bank account is on the Seller's charge.</p>		
ARTICLE 7: SHIPMENT AND DELIVERY OF GOODS		
<p>7.1. All Goods and spare parts shall be shipped as per PO instruction. Shipment costs, delivery to Buyer's warehouse and ... will be as per PO description. If PO is silent in this regard, they should be based on defined delivery term (Incoterms 2020).</p> <p>7.2. Shipment insurance (issued by an Iranian insurance company) costs shall be based on PO description or if the PO is silent, it should be based on defined delivery term (Incoterms 2020).</p> <p>7.3. If the seller is obliged to perform the marking, packing, preservation and shipment of the Materials, they shall be performed in a manner adequate to withstand transportation to the Site in accordance with the requirements contained in "PO".</p> <p>7.4. If the carriage of Goods is the Seller's responsibility, Seller shall take care to insure that it shall comply with all Applicable Laws applicable to the carriage of dangerous goods, especially those relating to marking, packing and transportation.</p> <p>7.5. If Seller fails to make deliveries on due time or perform the works at the due time, any or all damages incurred to Buyer and any special premium transportation or other costs required to complete the specified delivery schedule shall be charged at the expense of Seller.</p> <p>7.6. Delivery terms of the PO shall be interpreted in accordance with International Rules for the Interpretation of Trade Terms 2020 and as supplemented ("Incoterms 2020").</p> <p>7.7. If the Materials cannot be dispatched at the time when they are due or ready for dispatch in accordance with the PO, after Buyer's written confirmation, Seller shall store the Materials, safeguard them and take all steps to prevent their deterioration during such storage period. Cost of storage will be paid according to the agreed price of both Parties.</p>		
ARTICLE 8: TITLE		
<p>8.1. Seller warrants the good title to all Materials, free and clear of all liens, claims and encumbrances. The title and risks of Materials shall pass to Buyer in accordance with Incoterms 2020. Said transfer of title shall in no way affect Buyer's rights as set forth in any other provision of the PO.</p> <p>8.2. Notwithstanding the above sub-article, if Buyer makes progress payments to Seller under this PO, the title to the Materials or any part thereof shall pass to Buyer at the time that Seller identifies the Materials or any part thereof to this PO. The care, custody and control of such Materials or any part thereof remains with Seller until such time as Buyer takes physical possession or otherwise agrees in writing by change order to this PO.</p> <p>8.3. All drawings, manuals, documents, engineering, computer disks, computer tapes and other data prepared or furnished by Seller in performing the works shall become the property of Buyer at the time of preparation and may be used by Buyer for any purpose whatsoever.</p> <p>8.4. Any portion of the Materials of which title has passed to Buyer but which remains in the care and custody of Seller shall be clearly identified in a manner acceptable to the Buyer as being the property of Buyer and shall be segregated from Seller's property.</p> <p>8.5. For the purpose of protecting Buyer's interest in all Materials of which title has passed to Buyer but which remains in the possession of another person, Seller shall take or cause to be taken all steps necessary under the Applicable Laws of the appropriate jurisdiction to protect Buyer's title thereto. Further, Seller shall protect, defend and hold Buyer harmless against any and all claims by other persons with respect thereto.</p>		
ARTICLE 9: LIQUIDATED DAMAGES		
<p>Failure to meet the notified delivery dates as specified in "Shipment Article" will cause an immediate liquidated damages fee equal to amount determined in PO per day until the actual delivery of the Goods, UP to the maximum of percent determined in PO as the ceiling of liquidated damages. In case the liquidated damage amount exceeds the ceiling, BUYER, after giving notice in writing to SELLER, is entitled to a) terminate the PO and to confiscate the SELLER's Good Performance Guarantee, or b) to continue the PO and perform the obligation on behalf of the Seller with 20% of overhead. In this case the Buyer will recover the costs and expenses out of the Guarantee/debts/payments/properties of the Seller.</p> <p>Note: in case the purchase/work is not delivered/performed on time. The Buyer may fulfill/complete the job and will recover the incurred amount/loss out of the payments or guarantee of property of the Seller.</p>		
ARTICLE 10: INSPECTION		
<p>10.1. Based on the Buyer's requirements, Seller or Supplier shall arrange for Goods inspection, prior to each shipment (the "inspection prior to the Shipment") and shall coordinate to issue an Inspection Certificate in respect thereof by a reputable inspection firm nominated by the Buyer.</p> <p>10.2. Seller or Supplier accepts the third party's inspection nominated by the Buyer. Scope of such inspection should be as per inspection scope as mentioned in this Article.</p> <p>10.3. All Goods Operating Manuals and Drawings have to be in all aspect in compliance with technical specifications of the purchased items. All spare parts shall have the part number label and the part number label shall be according to the related part number mentioned in manual. In case of non-conformity or no engraving the part number on the spare parts, then Buyer reserves the right to claim against Seller/Supplier or Manufacturer through legal proceedings</p> <p>10.4. Seller shall have sole responsibility for the inspection of, and Seller shall inspect, all materials and/or the works, to ensure that the same shall conform in each and every respect to the requirements of the PO and be in accordance with good design, engineering and fabricating practices. This inspection shall include works in Seller's shop as well as works in its sub-Sellers' shops. Buyer, Company and/or any of their designated inspection personnel shall have the rights to inspect any of the materials, Goods and/or the works whenever deemed necessary for conformance to the PO and for progress of the purchase. However, any inspection or failure thereof by Buyer, Company or aforesaid inspection personnel shall not relieve Seller of its responsibility.</p> <p>10.5. If not expressly waived by Buyer, the Materials and/or the purchase shall be subject to inspection and test by representative of Buyer, Company and/or any of their designated inspection personnel. Any rejection by any one of them will be final. The application for inspection shall be submitted by Seller to Buyer within the agreed time limit before the date of scheduled inspection and test. If no agreement is made, Seller shall notify Buyer of readiness for inspection at least two (2) weeks in advance of the date inspection is required. After the initial notification, Buyer and Seller will agree on a schedule for further inspections. Seller shall not delay the fabrication or manufacturing pending inspection, unless otherwise approved by Buyer. If inspection or test of the Materials or any part thereof is required by the applicable Laws, Seller shall promptly perform the same pursuant to such applicable Laws at its cost.</p>		

Appendix 1	PO NO: OEOC-2023-14644 PO Date:	 Oil Exploration Operation Company
General Conditions		

10.6. Buyer may conduct or have its representative conduct an unpacking inspection of all Materials at the Site at any time deemed appropriate by Buyer and/or Company. Any inconsistency or discrepancy between the actual Materials and the Materials on the packing list found during the unpacking inspection shall be deemed and considered as shortage, loss or excess in Seller's supply. Seller shall dispatch its personnel or representative to the Site to witness the unpacking inspection at its own expense. If Seller intends to witness the unpacking inspection, it shall notify Buyer thereof prior to shipment of the Materials. If such notice is given by Seller to Buyer, Buyer shall notify Seller of the date on which Buyer intends to conduct such unpacking inspection at least seven (7) days prior to the scheduled date of the unpacking inspection. If any shortage, loss or damage is found at the time of unpacking inspection, Seller shall (at its cost including, but not limited to, export packing, handling and transportation costs to the Site) immediately make all repairs to or replacements of the Materials necessary to restore such shortage, loss or damage. The determination by Buyer as to shortage, loss or damage shall be binding upon Seller. Any excess found at the time of an unpacking inspection shall not be deemed to substitute for the shortage, loss or damage and may be returned to Seller at Seller's cost.

ARTICLE 11: WARRANTY AND GUARANTEE

11.1. Notwithstanding all other rights of BUYER under the terms and conditions of Purchase Order/or PO, by accepting the supply Goods and Spare Parts, SELLER shall be deemed to have warrant to BUYER that the material to be manufactured and supplied by SELLER, Supplier or Manufacturer shall be based on the agreed specification on the followings:

- Will be new genuine of merchantable quality;
- Will be free from defects in design, material and workmanship;
- Will be with no deviation from the agreed specification given under this PO.

11.2. Seller warrants that all Materials and/or the works, whether manufactured or fabricated by Seller or others, shall; (i) strictly conform to the Specifications, drawings, samples and other descriptions referred to in the PO or provided by Buyer to Seller, (ii) be of merchantable quality and fit for the purposes intended and (iii) be free from defects in materials and workmanship. At the request of Buyer, Seller shall repair or replace, free of cost to Buyer, any defective part or parts found within the Warranty Period.

11.3. In view of the special circumstances of the engineering, procurement and construction business, inspections shall only be made and, where applicable, claims shall be lodged after installation, start-up and operation of the Materials.

11.4. Buyer shall notify Seller after discovery of any breach of Seller's representations, warranties and guarantees as set forth heretofore that may appear at any time during the Warranty Period. Seller shall provide proper materials and labor to the extent necessary to correct any breach to make the Materials and/or the works conform to Seller's representations, warranties and guarantees, on Seller's account and not reimbursable on the basis for any claim.

11.5. The Warranty Period for the replaced or repaired Materials shall be recalculated from the date of completing such repair or replacement and extended by a period equal to the original Warranty Period.

11.6. Seller shall submit Buyer with the best possible representations, warranties and guarantees customarily given with respect to materials and workmanship of all Materials and/or the works furnished by Seller to its other client. All representations, warranties and guarantees shall be subject to Approval by Buyer and shall be so written as to survive all Company's and Buyer's inspections, tests and approvals.

11.7. If, at any time during the performance of the works or during the Warranty Period, any representation, warranty or guarantee set forth in this Article or obtained from Seller is found to have been breached, Seller, within seven (7) days of receipt of Buyer's notice of such breach, shall mutually agree with Buyer when and how it shall remedy such breach. Should Seller not begin and diligently proceed to complete such remedy within the time agreed to, or should Seller and Buyer fail to reach such agreement within seven (7) days of Seller's receipt of Buyer's notice of such breach, Buyer, after advising Seller in writing, shall have the right to perform, or make any third Parties perform, the necessary remedy, and the costs thereof shall be borne by Seller. In the event of danger to life and limb, if operational safety is put at risk, to prevent unacceptably severe damage or if the pertinent defects or deficiencies are only of a minor nature, Buyer shall, at Seller's cost, have the right of substitute performance even if the prerequisites for default are not fulfilled.

11.8. If the Materials and/or the purchase provided by Seller are found to have defects or deficiencies for which Seller is responsible, Seller shall compensate for and hold Buyer harmless against any or all loss and/or damage, incurred to Buyer, due to such defects, deficiencies and/or any epidemic defects. For this purpose, Buyer shall have the right to withhold and/or set-off the payment of any appropriate portion of the Purchase Price pending the making good of such defects or deficiencies.

11.9. Any or all warranties and guarantees under the PO shall be in addition to any warranties and guarantees, express or implied, by the Applicable Laws or otherwise made by Seller and will survive any inspection, Approval, acceptance and/or payment by Buyer.

ARTICLE 12: SELLER'S OBLIGATION

12.1. The seller undertakes to provide the required bank guarantees in the form and amount approved by the Buyer.

12.2. The SELLER undertakes to provide the Goods free from defects in workmanship and material and shall be fit for the purpose for which they are generally intended and/or for the purpose that BUYER has informed SELLER; Goods in all aspects shall be in compliance with the specification, documents and appendix(es) given in this PO. Also the SELLER undertakes to consider all standards, quality items, selection of the suitable goods and materials according to the items as mentioned in the PO and to inform the BUYER any deviation from above-mentioned items and to request the BUYER for approval of such deviation.

12.3. Seller shall supply the Goods/Materials and perform the purchase in compliance with the PO, Applicable Laws, relevant industrial codes and standards and Buyer's reasonable instructions given from time to time during the performance of the works and shall pay all liquidate damages, fines and penalties that may result from Seller's non-compliance therewith.

12.4. All Materials and/or the purchase provided by Seller shall not be subject to any export restrictions.


12.5. If during the term of the PO, the Buyer finds the number and/or quality of Seller's personnel performing the purchase/works/tasks not adequate, upon the request of Buyer or voluntarily, Seller shall, at its own cost and expense, immediately (i) undertake remedial measures, (ii) provide additional personnel, (iii) cause its existing personnel to work overtime, and/or (iv) perform in a manner such that the schedule and quality are not adversely affected.

12.6. Seller shall be fully responsible for the design and manufacture of the Materials in accordance with the PO/Appendix(es) and for compliance with all Applicable Laws, industrial standards officially acknowledged by the world class manufacturers and codes as required in the PO/Appendix(es). Seller shall submit drawings to Buyer for its review as to layout and assembly drawing with respect to the required sections and details thereof.


12.7. Seller shall warrant the continuous availability of all necessary and related special tools, spare parts and maintenance services on the best terms and conditions and at the best prices obtainable for duration of ten (10) years from the expiry of the Warranty Period. Spare parts shall be standard, off-the-shelf supply insofar as possible and, when any of them are not possible, shall be manufactured sufficiently in advance and in such quantity as to ensure continuous availability for Buyer's and/or The Company's operational requirements.


12.8. Seller shall establish and submit for Approval a detailed list of recommended spare parts that Seller deems necessary for the first two (2) years of continuous operation of the relevant plant, specifying quantities, unit prices and time of delivery.


12.9. Neither review, comments, approval, acknowledgement nor certificate given by Company and/or Buyer shall relieve Seller from any or all of its liabilities or obligations under the PO.

Appendix 1	PO NO: OEOC-2023-14644 PO Date:	
General Conditions		
<p>12.10. Seller shall submit quotation(s) with respect to the Materials and the purchase, free of charge, to Buyer.</p> <p>12.11. Unless otherwise specifically provided in the PO, Seller shall maintain, at its sole cost and expense, at all times while performing the purchase, the insurance coverage in accordance with the Applicable Laws and/or (if any) the terms and conditions of the PO, to the extent satisfactory to Buyer. Before commencing the works, Seller shall provide the Buyer, at the request or voluntarily, with a certificate evidencing the coverage and naming the Buyer and Company as an additional insured under the insurance policy upon the request of the Buyer. Seller shall, upon request of Buyer, submit or cause to be submitted to Buyer, certified copies of all insurance policies required hereunder for review and to confirm that appropriate coverage is in force. Further, if requested by the Buyer, all policies shall be endorsed to provide: (i) a waiver of subrogation rights clause and (ii) a severability of interest clause or cross liability clause in favor of the Buyer and Company, any of their subsidiaries and affiliates and all other Parties owning any interest in the property on which the works are to be performed. Seller shall, upon request of the Buyer, produce for inspection the policy in respect of any insurance Seller shall be required to effect under the PO and the receipt for payment of the relevant premium.</p> <p>12.12. The Seller undertakes to provide the BUYER, free of charge, four sets of manuals/catalogue, technical and detailed specification of the purchased Goods & Spare parts in book & CD forms.</p> <p>12.13. The Seller undertakes the Commissioning of all the Purchased Units.</p> <p>12.14. In case some services/goods/equipment/vehicle or ... of the Buyer is used by the Seller without the obligation of the Buyer to do that, then the Seller is obliged to pay the amount of that service/goods/equipment/vehicle or ... with 20% of overhead to the Buyer. The Buyer is entitled to reimburse this amount out of the payment/guarantee or any other way convenient to Buyer.</p>		
ARTICLE 13: CUSTOMS, DUTIES AND OTHER CHARGES		
<p>13.1. If delivery term is DDP, Seller shall make all necessary arrangements for customs and clearance formalities in Iran for definitive importation of the Items and spare parts required for Goods. All customs duties and other levies, charges, duties, taxes and etc., imposed by the customs authorities of the Islamic Republic of Iran on the importation of Goods and spare parts to be provided under the PO are on the Seller's account.</p> <p>13.2. If delivery term is DDP, Seller is obliged to present all the legal documents from the Iranian related authorities regarding custom and duties (including custom and duty release notes, custom clearance, paid duties and ...).</p>		
ARTICLE 14: PATENT AND INTELLECTUAL PROPERTY RIGHTS		
<p>14.1. Except where the Goods/Materials are made according to the specifications provided by Buyer or other instructions of Buyer (other than those provided by Seller and Approved by Buyer), Seller shall guarantee that the Goods/Material and the purchase shall not infringe any of Intellectual Proprietary Rights owned or possessed by any third party. Further, Seller guarantees that it shall indemnify and hold harmless Buyer and/or Company, any of their successors, assignees and users of the Materials specified herein from and against any and all claims, demands, losses, cost and liability arising out of or resulting from the actual or alleged infringement of any Intellectual Proprietary Rights as well as any litigation or arbitration based thereon.</p> <p>14.2. The SELLER shall indemnify and hold BUYER harmless from any claim, action or proceeding by third parties for infringement of patents covering any and all of the Goods furnished under this PO provided that the SELLER shall be entitled to defend and maintain the defense against such claims of infringement at SELLER own cost and expense.</p> <p>14.3. The SELLER hereby grants to the Buyer an irrevocable non- Exclusive, royalty-free license, to use for the operation, construction and maintenance of the GOODS, any equipment, processes and methods incorporated or to be incorporated in the GOODS or works hereunder, and invention made by the VENDOR its sellers and its or their employees in, or as a result of the execution of the works hereunder.</p> <p>14.4. The responsibility of the breaching this right and following up the court issues is on the Seller and any loss and damages incurred by Buyer thereof shall be compensated by Seller.</p>		
ARTICLE 15: FORCE MAJEURE		
<p>15.1. Neither party shall be liable for failure to perform its part of the PO when such failure is due to fire, flood, war (declared), riots, insurrections, all of which shall be beyond the reasonable control of the party in failure. However, any causes to be controlled by the relevant party including, but not limited to, delay in delivery from its sub-sellers and labor disputes in the premises of Seller and/or its sub-sellers shall not be considered to be a force majeure. Also in this preaches order, sanctions and currency fluctuations shall not be considered to be a force majeure.</p> <p>15.2. Promptly upon the occurrence of any event under this Article which may result in a delay in the delivery of the Materials, Seller shall give Buyer the notice thereof, identifying such occurrence and the expected period of delay.</p> <p>15.3. If the performance of any obligations under the PO is delayed due to such force majeure causes for any continuous period more than ninety (60) days, the party adversely affected by such failure or delay may terminate the PO upon giving notice to the other party.</p> <p>Note: The sanctions are not regarded as Force Majeure.</p>		
ARTICLE 16: LIABILITIES AND INDEMNITIES		
<p>16.1. Seller agrees to defend, indemnify and hold harmless the Buyer, the affiliated companies of each, and their directors, officers, employees, agents and representatives, from and against any and all claims, demands, causes of action, liability, loss or expense arising from or relating to any actual or asserted:</p> <p>a) Loss of or damage to the Materials and/or property of and/or death or injury to any third party, arising directly or indirectly out of or in connection with the performance of the PO regardless of the cause or causes thereof.</p> <p>b) Failure by Seller to comply with this PO. This Article includes, but not limited to, fines or penalties by government authorities and claims arising from Seller's actual or asserted failure to pay taxes.</p> <p>c) Injury to or death of persons (including employees of Buyer, Company, Seller and Seller's sub-sellers) or from damage to loss of property (including the property of Buyer or Company) arising directly or indirectly out of this PO or out of any act or omission of Seller or its sub-sellers. Seller's defense and indemnity obligations hereunder include claims and damages arising from non-delegable duties of Buyer or arising from use by Seller of construction equipment, tools, scaffolding or facilities furnished to Seller by Buyer or Company.</p> <p>d) Contamination, pollution, or public or private nuisance, arising directly or indirectly out of this PO or out of any acts or omission by Seller or its sub-sellers.</p> <p>16.2. Seller's indemnity obligations shall apply regardless of whether the party to be indemnified was concurrently negligent, whether actively or passively, excepting only where the injury, loss or damage was caused solely by the negligent or willful misconduct of, or by defects in design furnished by, the party to be indemnified. Seller's defense and indemnity obligations shall include the duty to reimburse any attorneys' fees and expenses incurred by the Buyer Or Company for legal action to enforce Seller's indemnity obligations.</p> <p>16.3. In the event that any indemnity provisions in this PO are contrary to the Applicable Laws, then the indemnity obligations applicable hereunder shall be construed to be to the fullest extent allowed by Applicable Laws.</p> <p>16.4. With respect to claims by employees of Vender or its sub-sellers, the indemnity obligations under this PO shall not be limited by the fact of, amount, or type of benefits or compensation payable by or for Seller, its sub-sellers under any workmen's compensation, disability benefits, or other employee benefits acts or regulations, and Seller waives any limitation of liability arising from workmen's compensation or such other acts or regulations.</p> <p>16.5. Any rights and/or remedies reserved to Buyer in the PO shall be cumulative and in addition to any other or further rights and/or remedies available under the Applicable Laws or in equity.</p>		

Appendix 1	PO NO: OEOC-2023-14644 PO Date:	
General Conditions		
ARTICLE 17: SUSPENSION		
<p>17.1. Buyer may at any time suspend the performance by Seller of all or any part of the works by giving notice to Seller. Such suspension shall not exceed ninety (90) consecutive calendar days per occurrence or one hundred eighty (180) calendar days in aggregate. Upon receipt of any such notice of suspension, Seller shall promptly suspend further performance of the works to the extent specified, and during the period of such suspension shall properly care for and protect all works in progress and materials, supplies and equipment Seller has on hand for performance of the PO. Seller shall use its best efforts to utilize its material, labor and equipment in such a manner as to mitigate costs associated with suspension. Buyer may at any time withdraw the suspension as to all or part of the suspended performance by written notice to Seller specifying the effective date and scope of withdrawal and Seller shall, on the specified date of withdrawal, resume diligent performance of the works for which suspension is withdrawn. If Seller believes that any such suspension or withdrawal of suspension justifies modification of the time for performance, Seller shall entitle to the extension of time. In this case, Buyer shall compensate Seller for only those costs incurred to Seller during the suspension period that are attributable solely to the suspension and, to the extent:</p> <p>(a) are for the purpose of safeguarding the works and the Materials;</p> <p>(b) are for personnel, sub-sellers or rented equipment which, with Buyer's prior Approval, are maintained for the works; and</p> <p>(c) are reasonable and unavoidable costs of Seller, complying with its duty to mitigate,</p> <p>Unless such suspension is:</p> <p>(i) necessary by reason of any default on the part of the Seller; or</p> <p>(ii) necessary for the proper execution of the works or for the safety of the works or any part thereof insofar as such necessity does not arise from any act or default of the</p> <p>17.2. In no event shall Seller be entitled to any loss of prospective profits, contributions to overhead or any incidental, consequential or other damages because of such suspensions or withdrawal of suspension.</p>		
ARTICLE 18: CONFIDENTIAL INFORMATION		
<p>All information obtained by the SELLER related to BUYER'S affairs shall be considered as confidential and shall not be divulged to any third party. Such obligations shall be continuous and shall not lapse by expiration or termination of this PO. The disclosing party will be responsible for the loss/damages incurred by the other party.</p>		
ARTICLE 19: ASSIGNMENT AND SUBLETTING		
<p>The SELLER shall not assign or sublet this PO or any part thereof or interest therein or thereunder.</p>		
ARTICLE 20: NON-INTERVENTION		
<p>20.1. The Seller shall not breach "NON-INTERVENTION LAW" of government employees dated 22.10.1337 (Iranian calendar). In case any such intervention is encountered, it shall be construed a breach of PO.</p> <p>20.2. The Seller shall not transmit the contents of the PO to persons coming under the aforementioned law (related to non-absorption of government employees) or predictable wherefrom, nor absorb such persons.</p>		
ARTICLE 21: SEVERABILITY		
<p>The invalidity of any part/article of this PO may not affect the validity of entire PO and the effectiveness of the other terms and conditions thereof shall remain unaffected.</p>		
ARTICLE 22: WAIVER		
<p>The failure on the part of either of the Parties to exercise or enforce any right conferred on it by this PO shall not be deemed to be a waiver of any such right or operate so as to bar the exercise or enforcement thereof at any time or times thereafter.</p>		
ARTICLE 23: TERMINATION		
<p>23.1. Buyer may at its sole discretion terminate all or any part of the works or the PO, with or without cause, at any time before the delivery date by giving seven (7) day prior notice to Seller. Termination by Buyer in accordance with this provision shall not constitute a breach of the PO nor entitle Seller to any damages or claims except as expressly provided in the PO.</p> <p>23.2. In the event of a total or partial termination of the works or the PO without cause, but for Buyer's convenience only, Seller may claim only its properly supported out-of-pocket costs, all of which shall be determined in accordance with generally accepted accounting principles and procedures and Approved by Buyer. Title to the Goods/Materials and/or any part thereof, of which costs are included in the termination charges, shall pass to Buyer and Seller will be advised, in writing, what disposition shall be made with respect to such Materials or any part thereof.</p> <p>23.3. In the event Seller is adjudged bankruptcy or reorganization, makes a general assignment for the benefit of its creditors, or if a receiver is appointed on account of Seller's insolvency, or in the event Seller is in default of any provision or requirement of the PO and such default is not cured within the period Approved by Buyer (but not more than 14 days), Buyer may, by a notice to Seller, terminate the PO without prejudice to any other rights under the PO and/or the Applicable Laws.</p> <p>23.4. In the event of such termination, Buyer may complete the performance of the PO by such means as Buyer selects, and Seller shall be responsible for any additional costs incurred to Buyer in so doing. Seller shall deliver or assign to Buyer any works in progress, and/or Seller's sub-contracts entered into by and between Seller and its sub-sellers, as Buyer may request. For the purpose herein, Seller shall in advance stipulate in Seller's sub-contracts with its sub-sellers that the sub-seller shall be also obligated to agree upon such delivery or assignment in such case. Any amounts due to Seller for all Materials and/or the works completed by Seller in full compliance with the terms of the PO prior to such termination shall be subject to deduction or setting-off of Buyer's additional costs for completing the PO and other damages incurred to Buyer as a result of Seller's default.</p> <p>23.5. Without prejudice to any rights reserved to the Buyer under the PO or at law or equity, in case of the termination by the Buyer due to Seller's default, it is understood and agreed that the total amount covered by the performance bank guarantee shall be forfeited by the Buyer as a termination charge pursuant to the governing laws.</p>		
ARTICLE 24: ETHICAL BUSINESS STANDARDS		
<p>24.1. It is clearly agreed that save in cases explicitly mentioned in the PO, the SELLER declares that with respect to the PO entered into with BUYER, there exists no middlemen nor any brokerage right or commission or that no such similar benefits have been offered nor will such offers be made. Should howsoever the contrary to the above be disclosed, then BUYER will have the right to terminate the PO due to the SELLER'S default and to confiscate the Guarantee.</p> <p>24.2. It is understood that under no circumstances the SELLER is authorized to employ the official, semi-official, contractual and redundant personnel who are in the employ of the petroleum ministry of I.R. of Iran or have been retired, dismissed, discharged or, resigned for less than 3 years from their jobs unless the prior approval from the parent BUYER's Managing Director of the aforesaid personnel, has been obtained.</p>		
ARTICLE 25: APPLICABLE LAW		
<p>This PO/Contract shall be subject to the laws of the Islamic Republic of Iran and relevant courts in the Islamic Republic of Iran shall have complete competence and jurisdiction in all cases.</p>		

Appendix 1	PO NO: OEOC-2023-14644 PO Date:	
General Conditions		
ARTICLE 26: DISPUTES		
<p>26.1. All disputes and differences, of whatever nature, which may arise between the Parties from or in connection with the validity of the PO and performance of works and Services, Parties obligations and commitments under the PO and law, interpretation or termination of the PO and all the consequences thereof and any disputes related to the compensation, payment and/or manner of payment shall be settled by the good faith negotiations between the Parties. If no settlement is reached within one (1) months period, then the unsettled dispute(s) shall be referred to and settled solely by competent Iranian courts and no other court of any nation shall have jurisdiction over any dispute between the Parties.</p> <p>26.2. In the event of disputes arising between Parties to this PO and in the process of settlement of disputes, the Seller shall continue to perform this PO without interruption and in accordance with terms and conditions stipulated.</p>		
ARTICLE 27: NOTICES		
<p>27.1. Notices and communications to BUYER and SELLER required by the PO shall be given in writing and delivered by hand or by registered mail, return receipt requested (or equivalent thereof), telex or facsimile. Any such notices or communications shall be considered contractually binding at midnight of the day during which such notice or communication is received. Notices through telex or facsimile shall be followed thereafter by confirmation in writing of the same notices.</p> <p>27.2. Notices and communications as described above shall be sent to the addresses specified below or such other addresses as BUYER or SELLER shall, in writing, nominate for the purpose.</p> <p>27.3. When any such notice is sent by registered mail it shall be deemed to have been duly served following the expiration of seven (7) Days following the date of delivery to the post office.</p>		
ARTICLE 28: ENTIRE PO/CONTRACT		
<p>28.1. This PO, together with all Appendix(es), Specifications, drawings and documents referred to herein and the other documents referred to therein, constitutes the entire PO and supersedes all prior understandings, negotiations, proposals, and writings , whether written or oral, with respect to such subject matter. No amendments to this PO shall be effective unless made in writing and signed by the duly authorized signatures of both Parties. Any reference to Seller’s quotation, bid, or proposal does not imply acceptance of any terms, conditions, or instruction contained in such document.</p> <p>28.2. Any invoice, acknowledgement or other communication issued by Seller in connection with this PO shall be construed to be for record only and accounting purpose only. Any terms and conditions stated in such communication shall not be applicable to this PO and shall not be considered to be Seller’s exceptions to the provisions of this PO. Trade custom and/or trade usage is superseded by this PO and shall not be applicable in the interpretation of this PO.</p> <p>28.3. All headings and numbering in this PO are for convenience of reference only and shall in no way be used in interpretation of any of the provision in this PO.</p>		

Appendix 2					 <small>Oil Exploration Operation Company</small>	
Commercial Offer						
Offer No:				PO NO: OEOC-2023-14644		
Offer Date:				PO Date:		
SELLER:				BUYER: Oil Exploration Operation Company		
Business Licences/Registration NO:				Registration No: 143260 International Identity Code: 10101862356		
International Identity Code: Economic Code:				Economic Code: 411131184514		
Address:				Address: 2nd Floor, No. 234, Taleghani St., Tehran- Iran		
Tel:				Tel: (+98) 21 883 183 60-70		
Fax:				Fax: (+98) 21 883 03 206		
Items	Description	QTY	Unit	Unit Price	Total Price	Remarks
1	CTU Reel	9	EA			
Total Price (EXW)						
Shipping Cost to Bandar Abbas						
Sub-Total Price with shipping cost (CFR-Bandar Abbas):						
Sub-Total Price with clearance cost (DDP):						
with VAT:						
Manufacture: Jason						
Country of Origin: Cdina						
Payment Term:						
Delivery Term/Time: CFR/DDP						
<i>Oil Exploration Operation Co. as Buyer</i>			as Seller		
Athorised by:				Athorised by:		
Date:				Date:		
sign & stamp:				sign & stamp:		
Position:				Position: Director Manager		

Appendix 3	PO NO: OEOC-2023-14644 PO Date:	
Inspection Requirements		
<p>COC</p> <p>Visual Inspection, Packing and Marking</p> <p>Document Review: MTC, Hydrostatic Test Report, Mechanical Property Testing Report, Metallographic Property Testing Report, NDT on CT String (ET), NDT on Strip (RT & UT), WELD LOCATION RECORD and MATERIAL CERTIFICATE</p>		