



URJA BHARAT PTE LTD – ABU DHABI

**TENDER DOCUMENTS FOR PROVISION OF LOGISTIC
FACILITIES, EQUIPMENT & SERVICES DURING RIGLESS
WELL TESTING OPERATIONS**

**PART I (TECHNO-COMMERCIAL)
&
PART II (PRICES)**

No.: UBPL/LOGISTICS/2020/022

**Address: Office No. 254, Al Bateen Tower C6Bainunah, Street 34
ADIB Building Abu Dhabi, UAE.**



**LETTER OF INVITATION TO TENDER (“LIT”) FOR
PROVISION OF LOGISTIC FACILITIES, EQUIPMENT &
SERVICES DURING RIGLESS WELL TESTING OPERATIONS**

Date: 04.01.2021

Dear Sir/Madam,

**SUB: TENDER FOR PROVISION OF LOGISTIC FACILITIES, EQUIPMENT & SERVICES
DURING RIGLESS WELL TESTING OPERATIONS**

TENDER NO. - UBPL/LOGISTICS/2020/022

- i) Urja Bharat Pte. Limited (UBPL) is a 50:50 JV between BPRL International Singapore Pte. Ltd. (BISPL) and Indian Oil Singapore Pte. Ltd. (ISPL), which are the Singapore-based wholly owned subsidiaries of Bharat Petro Resources Limited (BPRL) and Indian Oil Corporation Limited (IOCL) respectively. UBPL has been awarded an exploration concession for Block Onshore-1 in Abu Dhabi, UAE wherein two existing discoveries are to be appraised along with future exploration programme. UBPL has also established its Branch Office in Abu Dhabi namely Urja Bharat Pte. Limited. – Abu Dhabi (“UBPL-Abu Dhabi”/“Company”) for smooth operations. The Company has appointed M/s Petrofac Emirates LLC, Sharjah as its Project Management Consultant for its operations in the Block here by known as “PMC”. On behalf of the company, PMC invites proposals/bids for “PROVISION OF LOGISTIC FACILITIES, EQUIPMENT & SERVICES DURING RIGLESS WELL TESTING OPERATIONS” from competent bidders, under the Single Stage Two-Bid System (Part-I: Techno-Commercial Bid and Part-II: Price Bid [hereinafter collectively referred to as the “Bids”/“Proposal”]), in accordance with the terms and conditions set out in the Tender Documents.

1.0 General:

- 1.1. The complete set of the tender/bid documents the LIT and accompanying documents (together the “Tender Documents”) shall be dispatched to the potential bidders by



email. The signed/executed version of the form of Acknowledgement of LIT/Invitation to Tender Cum Consent Letter (Exhibit A) & Confidentiality Agreement (Exhibit C) has to be returned to Company by email to the addresses set out in Clause 1.5 below, within three (3) days of the email receipt of the Tender Documents.

12. UBPL-ABU DHABI shall not be responsible for any expenses that may be incurred by bidders in connection with the preparation & delivery of their Bids, any site visits undertaken and/or any other expenses whatsoever incurred by the bidders/its employees/its affiliates during the bidding process.
13. UBPL-ABU DHABI reserves the right to assess and verify a bidder's capability and capacity to execute the works and perform the obligations as set out herein using in-house information and by taking into account other aspects such as concurrent commitments and past performance.
14. The bidder submitting its bid should not be under bankruptcy, liquidation, court receivership or similar proceedings. Further, the bidder shall have the capacity and authority to fulfill the obligations required of it hereunder, and there is nothing which prohibits or restricts the right or ability of the bidder to fulfill the requirements expected of the bidder as set out in these Tender Documents, in the event of the Contract being awarded to such bidder.
15. Techno-Commercial Bids shall be submitted vide email, addressed to the following e-mail ID:

technicalbids@ubpltenders.com

Bids submitted through any other electronic/print media shall not be accepted.

- All Price Bids shall be submitted vide e-mail, addressed to the following e-mail ID: pricebids@ubpltenders.com
- All pre-bid queries shall be submitted to following e-mails:
 1. spankaj@indianoil.in
 2. sudhir.chauhan@bharatpetroresources.in
 3. WE.Tenders@petrofac.com
- The signed/executed version of the form of Acknowledgement of LIT/Invitation to Tender Cum Consent Letter (Exhibit A), Confidentiality Agreement (Exhibit C), its accompanying documents ("collectively "Tender Documents"), and confirm your intention to submit a Proposal/Bids has to be sent to the following email IDs
- spankaj@indianoil.in
- sudhir.chauhan@bharatpetroresources.in



URAJ BHARAT PTE. LIMITED

- WE.Tenders@petrofac.com

The bidder is also advised to confirm its address and name its representative to whom all communication from UBPL-Abu Dhabi shall be addressed.

16. The Bids under this LIT are invited under SINGLE STAGE-TWO BID SYSTEM. The bidder has to submit both the “TECHNO-COMMERCIAL” and “PRICE BIDS” in accordance with Clause 1.5 & Clause 9.0 with all information requested or to be provided/ appended thereto, and such Bids are to be submitted strictly in accordance with the documents accompanying this Letter of Invitation to Tender (LIT), within the stipulated deadline for submission of the Bids i.e. the Bid Closing Date stipulated herein below. Bids not received by the Bid Closing Date shall be rejected and the representatives of any such rejected bidders shall not qualify for the Techno-Commercial Bid opening.
17. For your ready reference, few salient points of the LIT (covered in detail in the Tender Documents) are highlighted below:
- a) **Tender Number** : UBPL/LOGISTICS/2020/022
 - b) **Type of Tender** : Single Stage – Two Bid System
 - c) **Tender Documents Issue Date** : 04th January 2021
 - d) **Last Date for receipt of pre-Bid Queries:** 10th January 2021
 - e) **Date of Pre Bid Meeting** :Not Applicable
 - f) **Bid Closing Date** : 13th January 2021, 3 PM UAE Time
 - g) **Date of Opening Techno-Commercial Bid:** 13th January 2021 After 3.30 PM UAE Time
 - h) **Techno-Commercial Bid Submission Mode:** Email
 - i) **Price Bid Submission Modes** : Email
 - j) **Bid Validity Period** : 120 Days from Bid Closing Date
 - k) **Mobilization & Completion Time** : As per the Clause 33 of Conditions of Contract.
 - l) **Mobilization Point** : Near Ghayathi City, Abu Dhabi or as informed by the Company
 - m) **Performance Bank Guarantee** :10% of the Contract Value
18. The Techno-Commercial Bid to be in compliance with the Scope of Work / Technical Specifications set out in Section-II. The rates in the Price Bid shall be quoted per unit as specified in the format enclosed as Section-III to the Tender Documents.



- 1.9. All Techno-Commercial & Price Bids, including the required documents, shall be submitted by each bidder in accordance with Clauses 1.5 & 1.8 above of the LIT.
- 1.10. Not Used.
- 1.11. Due to project schedule limitations, requests for extensions of the Bid Closing Date will not be granted nor acknowledged, unless otherwise decided by UBPL – Abu Dhabi at its sole discretion.
- 1.12. UBPL - Abu Dhabi reserves the right to reject/cancel/terminate any Bids, at any stage, at its sole discretion, due to any inaccurate/false information/representations/statements made by the bidder during the bidding process.
- 1.13. The bidder understands and agrees that UBPL- Abu Dhabi shall have the right to withdraw/cancel/terminate the Tender Documents at any time for any reason whatsoever in its sole discretion by notice to the bidders, and UBPL- Abu Dhabi shall not be responsible for any costs that may have been incurred by the bidder with regard to the preparation and submission of the Bids or for any other reason whatsoever.
- 1.14. Not Used

N.B.: Any Clauses that have been marked 'NOT USED' in the Tender Documents have been intentionally left blank.

Thanking You Yours Sincerely,

For UBPL-Abu Dhabi

(The document, being an electronic copy, does not require signature)



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URAJA BHARAT PTE. LIMITED

- | | |
|------------|----------------------------------|
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INSTRUCTIONS TO BIDDERS (“ITB”)

1. ACKNOWLEDGEMENT

Upon receipt of the Tender Documents, bidders are requested to confirm by email to the Company, addressed to the email IDs set out in the LIT, in the format attached (Exhibit A - Acknowledgment of LIT/Invitation to Tender Cum Consent Letter), whether or not they intend to submit their Proposal/Bids, and shall also be accompanied by the executed Confidentiality Agreement (Exhibit C). The bidder is also advised to confirm its address and name its representative to whom all communication from UBPL-Abu Dhabi shall be addressed.

2. COSTS OF BIDDING

All direct and indirect costs associated with the preparation and submission of the Bids (including legal/consultancy costs, clarification meetings and site visits, if any), shall be borne by the respective bidder and the Company/its Affiliates (as defined in Conditions of Contract), will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

3. Mobilization

Mobilization shall be as per the Clause 33 of Section – I Conditions of Contract as stipulated in the LIT.

4. DOCUMENTS TO FORM PART OF BIDS

4.1. The Supplies required, bidding procedures and contract terms are prescribed in the Tender Documents. The following shall form part of the Bids:

- 4.1.1. Letter of Invitation to Tender (LIT), signed and acknowledged;
- 4.1.2. Instructions to Bidders, signed and acknowledged;
- 4.1.3. Exhibits (A to E) (as applicable);
- 4.1.4. Conditions of Contract (Section-I), signed and acknowledged;
- 4.1.5. Annexures to Section I (as applicable);
- 4.1.6. Scope of Work / Technical Specification(Section-II), signed and acknowledged, along with the following:

- (i) complete technical details/specifications of the Materials and Services which are proposed



to be provided by the bidder in accordance with Section II with the relevant catalogue;

- (ii) Empty Price bid (Unpriced bid) with proposed confirmation of providing the items. Bidder is required to enter “quoted / not quoted” in each line items. Bidder to note the Unpriced bid has to be exactly the same as Price bid without prices and with including “quoted / not quoted”. Any mention of price or related information in the unpriced bid may leads to disqualification of the bidder and
 - (iii) All the technical details, information, confirmation as required in Exhibit “E” Technical Questionnaire and any other duly completed annexures to Section II;
- 4.1.7. Schedule of Rates / Compensation Schedule (Section-III), duly filled in and shall be signed & stamped;
 - 4.1.8. Deleted
 - 4.1.9. Power of Attorney in favour of signatory representing the bidder in the Bids;
 - 4.1.10. Acknowledgment of Tender Documents as per Tender Form A
 - 4.1.11. Information about the bidder (Company details, Registration, Power of Attorney etc.) as per Tender Form B.
 - 4.1.12. Copies of the valid Commercial License / Registration Certificate for the bidder, and the Partnership Deed in case the bidder is a partnership firm or the Memorandum of Association and/or Article of Association in case the bidder is a limited liability company, containing the seal of the concerned authorities in the jurisdiction where the bidder is located;
 - 4.1.13. Copies of the Certificate of Agency Registration and Contract of Commercial Agency issued by the concerned authorities in UAE accompanied by a duly signed statement containing the acknowledgments/declarations, in accordance with Clause 10 below;
 - 4.1.14. Details of similar work experience during the last 3 (Three) years as per Tender Form D;
 - 4.1.15. Details of present commitments as per Tender Form E, which include all works under execution with percentage of completion. The percentage of completion of such works as on the date of the bid submission;
 - 4.1.16. Audited Balance Sheet of the bidder including profit and loss account statement for the last three years.
 - 4.1.17. Information about any current or anticipated Litigation/ Arbitration, if any, in which the bidder is involved;



- 4.1.18. Reply to Commercial Questionnaire as per Tender Form F;
 - 4.1.19. Proforma for Declaration by bidder as per Tender Form G;
 - 4.1.20. Submission of Declaration by bidder as per Tender Form J;
 - 4.1.21. Declaration by bidder of conflict of interests in tender Form H;
 - 4.1.22. Proforma for Declaration of Blacklisting/Holiday Listing as per Tender Form J;
 - 4.1.23. Check List duly filled and completed as per Tender Form K; and
 - 4.1.24. Any other information required in the Tender Documents or considered relevant by the bidder.
- 4.2. Amendment of Tender Documents or extension of the deadline for submission of the Bids: At any time prior to the Bid Closing Date, the Company may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the Tender Documents through issuance of an Addendum. All prospective bidders shall be intimated accordingly about the amendments.
- 4.3. The documents as set out in Clause 4.1 above shall be submitted as part of the Bids as follows-
- TECHNO-COMMERCIAL BID: The Techno-Commercial Bid shall include all documents as set out in Clause 4.1 above except the Schedule of Rates / Compensation Schedule,
 - PRICE BID: The Bidder shall quote their prices per unit by duly filling the Schedule of Rates / Compensation Schedule as per Section III, with seal and signature on each page thereof ("Prices"). Prices quoted by the successful bidder shall remain fixed during the validity of the final contract executed by such successful bidder with the Company ("Contract") and the performance thereof and is not subject to variation on any account.
- 4.4. All applicable duties, customs duty and taxes including Corporate Income Tax, Personal Tax, etc. and other cess / levies/ duties, except applicable VAT, payable by the successful bidder under the Contract for which these Tender Documents are being issued, shall be included in the rates, prices and total Prices submitted by the bidder, and the evaluation and comparison of Bids shall be made accordingly.
- 4.5. The bidder shall quote the rates in the Price Bid after careful analysis of costs involved for Services considering all parts of the Tender Documents. In case any activity, which even though specifically not covered in description of item under the Schedule of Rates / Compensation Schedule in Section-III, is required to complete the Services which could be reasonably implied/ inferred from the contents of the Tender Documents, the Prices quoted shall be deemed to be inclusive of cost incurred for such activity.



- 4.6. The Prices shall be based on conditions specified in the LIT, Conditions of Contract, Scope of Work / Technical Specifications, Drawings and other contents of this Tender Documents.
- 4.7. Prices must be filled as per the format enclosed in this Tender Documents as Section III. If the Prices are quoted in separate typed sheets, it will be presumed that the Prices quoted are as per the Price Bid format attached with Tender Documents and item descriptions mentioned in Section III – Schedule of Rates / Compensation Schedule of this Tender Documents shall prevail over the formats typed by the bidder.
- 4.8. The bidder shall quote/ fill the Prices in round figure (without any figures in decimal).
- 4.9. The Technical Bids and Price Bids shall be in conformity with each to the extent applicable and no alternative Bids of bidders will not be considered, except as set out in Clause 16 below.
- 4.10. The Price Bid shall contain the Prices along with the currency quoted and any other commercial information pertaining to the offered Service.

5. CURRENCIES AND PAYMENT:

- 5.1. All prices in the Tender Documents are in United States Dollars (USD)
- 5.2. Bidders shall quote Prices in the Price Bid only in United States Dollars (USD).
- 5.3. Amounts, if any, that may be incurred as costs by the bidder on account of any variations in exchange rates of the currencies or conversion to USD shall be borne by the bidder.

6. VALIDITY OF THE BIDS/PROPOSAL:

- 6.1. Bids shall remain valid for One Hundred Twenty (120) days from the Bid Closing Date as set out in the LIT (“Bid Validity Period”).
- 6.2. During the Bid Validity Period, bidders shall not be entitled to revoke or cancel their Bids or to vary the Bids given or any term thereof without written consent of the Company. In the event that any bidders revoke or cancel their Bids or vary any terms in regard thereof without the written consent of Company, the Company may reject their Bids. Such bidder also may be put on the Holiday List.
- 6.3. In exceptional circumstances, the Company may solicit the bidder’s consent to an extension of the Bid Validity Period. The request and the response thereto shall be made in writing through email, to the addresses as set out in Clause 1.5 of the LIT.
- 6.4. In case of submission of a revised Price Bid / price implication as required by the Company for any reason, such revised Price Bid shall remain valid for three (3) months from the date of submission of the revised Price Bid.



7. BIDDERS PRE-QUALIFICATION CRITERIA:

Bidders complying with the following two pre-qualification criteria shall qualify for submitting their bids in accordance with this tender.

- a) Bidder should have completed three similar successfully completed works each costing not less than the amount equal to USD 208,000

OR

Bidder should have completed Two similar successfully completed works each costing not less than the amount equal to USD 277,000

OR

Bidder should have completed One similar successfully completed work costing not less than the amount equal to USD 347,000

- b) The average annual turnover of the bidders over the preceding three financial years should be at least USD 416,000

8. PAYMENT TERMS:

The payments shall be effected by the Company as per Clause 17 – ‘Terms of Payment’ of the Conditions of Contract – Section I.

9. SUBMISSION OF PROPOSAL/BIDS

9.1. The Proposal/Bids shall comprise the Techno-Commercial Bid and Price Bid as mentioned in Clause 4.1 above.

9.2. The Techno-Commercial Bid enclosing the requisite information/documents shall be e-mailed to the Company, to the designated email address and the Price Bid shall be e-mail to the designated e-mail address (different from techno-commercial bid) as mentioned in Clause 1.5 of LIT

Responsibility for timely delivery of the Proposal to the correct e-mail address of the Company rests fully with the respective bidder. The Company will not accept any late receipt of the Proposal/Bids, beyond the Bid Closing Date. Delivery to a wrong e-mail ID shall not be an excuse for late delivery of the Bids.

10. FOREIGN BIDDERS AND COMMERCIAL AGENTS

10.1. A prospective bidder who is a foreign principal, may, on account of applicable laws in the UAE, be required to act through its registered commercial agent in the UAE. In such



circumstances, on furnishing the required documents/information, the Bids may be made in the name of such registered commercial agent of the foreign principal, acting in the latter's name, by utilizing the experience, the good standing/reputation, competencies and technical expertise of the foreign principal and such Bids shall, in any case, be in strict compliance with the terms and conditions of the Tender Documents. Contract will be signed with bidding entity only.

10.2. Pursuant to the above, the Techno-Commercial Bids being submitted by such foreign principals acting through their registered commercial agents shall:

10.2.1. include the foreign principal as a confirming party, so as to be legally binding on such foreign principal, with the name and proof of authority of the authorized signatory for the foreign principal;

10.2.2. submit a copy of the valid Certificate of Agency Registration along with the notarized Contract of Commercial Agency executed by and between the foreign principal and its commercial agent; and

10.2.3. include the following information, representations and declarations by way of a written statement signed by the foreign principal, to accompany the Proposal –

10.2.3.1. that the foreign principal shall be fully and absolutely liable for the Service in accordance with the terms of the Contract, and in the event that the commercial agency is terminated/deregistered or the commercial agent goes into bankruptcy/liquidation, then the foreign principal shall have the full obligation to carry out and duly complete the Contract strictly in accordance with the terms thereof and the foreign principal shall make all necessary arrangements to do so;

10.2.3.2. the name of the individual at the office of the commercial agent/foreign principal nominated to act as the focal point and who is authorized to incur liabilities and enter into contractual relationships with the Company for the purposes of this tender, to receive and act upon instructions from Company and to make and receive payments on behalf of the foreign principal, along with such proof of authority. It is understood that any communications made to such designated contact person, whether orally or in writing, shall be deemed as communication to the commercial agent/foreign principal for the purpose of the Tender Documents / Contract;

10.2.3.3. contain an acknowledgment and declaration that a) the representations and declarations given in this Clause 10.2 takes precedence over anything which



may be written in the Contract of Commercial Agency, b) that the Company shall not in any manner whatsoever be held liable for or be bound by any terms and conditions contained therein or in any other arrangements that may be entered into by the foreign principal and its commercial agent and c) that the foreign principal shall keep the Company indemnified from/against any/all harm/loss that may result to the Company from any claims whatsoever from any party(s) that may arise in relation to the said Contract of Commercial Agency.

- 10.3. The provisions set out above shall not in any way, be construed to include any joint ventures/consortium agreements that may be entered into or established by a prospective bidder along with any other prospective bidders or any third parties, and any Bids that may be submitted on behalf of such joint ventures/consortiums shall be considered automatically rejected.

11. NOT USED

12. COMPANY'S RIGHT TO ACCEPT OR REJECT ANY BIDS

- 12.1. Company reserves the right to accept or reject any or all Bids, at its sole discretion, at any time prior to award of the Contract, without incurring any liability thereof towards any affected bidder or bidders, and the Company shall not have any obligation to inform the affected bidder of the grounds for Company's action.

13. PERFORMANCE BANKGUARANTEE

- 13.1. The Vendor shall submit a Performance Bank Guarantee in the format attached to Section I, Conditions of Contract ("COC") as Annexure C for 10% of the Contract Value, within 7 (seven) days of receipt of the Lol from the Company, as referred in Clause 23 of the COC.
- 13.2. The Performance Bank Guarantee shall remain in force for the entire period of the performance of the Contract, the Defect Liability Period plus a 3 (three) months' claim period thereafter.
- 13.3. Any shortfall in the value of the Performance Bank Guarantee, as a result of encashment by UBPL-ABU DHABI either in full or in part, shall be made good by the Vendor within 7 (seven) days of notice by UBPL-ABU DHABI to the Vendor in this regard.



13.4. The Performance Bank Guarantee shall be payable to the Company as compensation for any loss resulting from Vendor's failure to fulfill its obligations under the Contract.

13.5. The Performance Bank Guarantee will not accrue any interest during its period of validity or extended validity.

14. CONFIDENTIALITY AGREEMENT

14.1. The contents of the Tender Documents shall be confidential.

14.2. Bidders agree that they shall not disclose or divulge, make public or make any use of for whatever purpose other than for performing their respective obligations under the Tender Documents/Contract/Documents forming part of the Contract (as set out in the Contract) any confidential information that may become known to any one of them regarding the Company, its business and/or its activities.

14.3. The Confidentiality Agreement in the attached format (Exhibit C) must be completed, signed and returned with the Form of Acknowledgement (Exhibit A).

15. QUERIES AND TENDER ADDENDA

15.1. Any queries concerning the Tender Documents shall be made to the Company in writing preferably via e-mail in the attached form (Exhibit D) and sent to the email address set out in Clause 1.5 of LIT and any relevant queries along with the Company's reply thereto may be issued to all bidders as Addenda to this Tender Documents without revealing the identity of the bidder who raised the query.

16. ALTERNATIVES AND CONTRACT EXCEPTIONS

16.1. As a baseline, a bidder's Proposal shall be in full conformity with the requirements as set out in the Tender Documents and in compliance with the critical stipulations thereof. If a bidder wishes to present alternatives, a bidder may do so only after having duly complied with the requirements of the Tender Documents. Failure to provide a Proposal compliant with the requirements in the Tender Documents may lead to rejection of the Proposal at the sole discretion of the Company.

16.2. If there are any alternatives to the tender specifications and/or any exceptions to the terms and conditions of the Contract or any other part of this Tender Documents that the bidder wishes to propose, they must be clearly stated in the relevant format as set out in Exhibit B1 attached hereto, giving specific reasons thereof. The bidder must indicate clearly the effect, if any, these alternatives or exceptions may have on the bidder's base Proposal (rate by which the Prices or rates will be adjusted), and on the



Stipulated Delivery Schedule. The Company will review each alternative or exception on a case by case basis, but in no event shall a bidder's base Proposal be automatically qualified by any such alternative or exception nor will the Company be obligated to accept any such alternatives/exception proposed by a bidder. Any alternatives or exception to the Tender Documents / Contract, save for any Agreed Variations/Addenda thereto, expressed after Bid Closing Date shall not be considered.

16.3. In reviewing the submitted Proposal/Bids, the Company shall be under no obligation to discover or consider any alternatives or exceptions, if such alternatives or exceptions are not included in the Techno-Commercial Bid submitted by the bidder. In any event, the Company reserves the right to accept or reject any or all of the proposed alternatives or exceptions.

17. LANGUAGE OF BIDS

17.1. The Bids prepared by the bidder, all correspondence and documents relating to the Bids exchanged by the bidder and UBPL-ABU DHABI shall be in the English language. Any printed literature/ certificates/ any other documents furnished by the bidder may be in a language other than English, provided these are accompanied by an accurate translation in the English language by a sworn legal translator. In the event of any discrepancy arising between the text of the other language and the English text, the English translation shall prevail.

18. COMPLIANCE WITH TENDER DOCUMENTS

18.1. The bidder shall dutifully comply with the requirements of the Tender Documents without any deviation and submit substantially responsive Bids.

18.2. In any case, no exception or deviation shall be accepted to the following critical stipulations of the Tender Documents and any Bids containing deviations/ exceptions to these shall be rejected:

- Mobilization time for Services;
- Bid Validity Period;
- Termination of Contract;
- Performance Bank Guarantee in the stipulated format;
- Price discount due to delay in works;
- Arbitration and Governing Law;



- Cancellation of Contract.

18.3. The deviation on other clauses, if unavoidable, should be furnished as per Exhibit B1 attached. Exception / Deviations submitted in any other form shall not be considered. If any exception / deviation is acceptable to UBPL-ABU DHABI, the same shall be issued to all bidders through an Addendum to the Tender Documents, at its sole discretion. All other deviations / exceptions, not incorporated in amendment, shall be withdrawn by bidders failing which offer of such bidders shall not be acceptable. If a bidder takes any further deviations other than those agreed, while submitting the revised Price Bid (if any), its Bids shall be rejected outright without any reference. In case any deviations are found in the revised Price Bid, the bidder is also liable to be placed on the Holiday List for future tenders.

19. MODIFICATION AND WITHDRAWAL OF BIDS

- 19.1. A bidder may modify or withdraw its Bids after submission thereof, provided that the modification or withdrawal is received by Company prior to the Bid Closing Date.
- 19.2. Such bidder's modification or withdrawal notice shall be prepared, sealed, marked and dispatched in accordance with the provisions of procedure for submission of Bids as set under Clause 1.5 of LIT. A withdrawal notice may also be sent by a bidder via email but must be followed by a signed confirmation hard copy to the Company's address as set out in Clause 1.5 of LIT.

20. TECHNO-COMMERCIAL BID OPENING

- 20.1. The Techno-Commercial Bid opening shall be held on the date as specified in the LIT, unless otherwise declared by the Company.
- 20.2. The bidder's names and any other details at the discretion of Company will be announced to the bidders after the Techno-Commercial Bid opening.

21. CLARIFICATION OF BIDS

- 21.1. The Company, if deemed necessary, will obtain clarifications on the Bids by requesting for such information / clarifications from any or all bidders, either in writing or through personal contact. All responses by the bidders shall be in writing, and no change in the Prices or substance of the Bids shall be permitted unless specifically sought by Company.



21.2. After submission of the Bids, if asked for by the Company, the bidder shall submit any and all additional documents. Failure by the bidder to provide such additional documentation within the time period stipulated by the Company may lead to rejection of such Bids by the Company for being non-responsive.

22. EVALUATION OF TECHNO-COMMERCIAL BIDS

22.1. Prior to opening of the Price Bid, the Company will determine whether the Bids comply with the requirements as under:

22.1.1. Total compliance with the requirements set out in the Tender Documents, subject to Clauses 18 and 16;

22.1.2. Bidder providing any clarifications and/or requirements pursuant to Clause 21 above; and

22.2 The Company reserves the right to use in-house information for assessment of capability of bidder and their performance on previous jobs completed/ in progress for evaluation purposes.

23. PRICE BIDS OPENING

23.1. The Price Bid of only those bidders, whose Techno-Commercial Bids are considered techno-commercially acceptable by the Company at its sole discretion, shall be opened. Bidders selected for opening of their Price Bids shall be informed about the date of the Price Bid opening. During Price Bid opening, the bidder's name, total Prices, discount and such other details considered appropriate at the discretion of Company will be announced and informed to the relevant bidders. Item wise Prices shall not be read.

24. EVALUATION OF PRICE BIDS

24.1. The rates quoted by the bidder shall be checked for arithmetic correction, if any, based on the Prices filled by the bidder in the Schedule of Price/ Compensation Schedule.

24.2. NOT USED

24.3. NOT USED

24.4. NOT USED

24.5. NOT USED

24.6. Any additional lumpsum/ percentage or adhoc reduction/ increase in prices, offered by the bidders after the Price Bid opening, shall not be considered. However, if such reduction is from the recommended bidder, it shall be taken into account for arriving at



the Contract Value and not for evaluation purposes.

24.7. NOT USED

24.8. Commercial Evaluation Criteria: Bids shall be evaluated on all-in cost basis, i.e. inclusive of all the taxes, freights, insurances applicable in Abu Dhabi. The Contract shall be awarded to the bidder with lowest all-in cost amount i.e. summation of the Prices of all tables in Section – III Compensation Schedule after proper evaluation.

25. CONFIRMATION OF BIDS

25.1. Once UBPL-Abu Dhabi identifies the lowest all-in cost Price Bid as set out in Clause 24 above, UBPL-Abu Dhabi shall accordingly declare/announce to all the bidders who have submitted Bids as to the selection of the successful bidder to whom the Contract shall be awarded i.e. the Vendor.

25.2. UBPL-Abu Dhabi shall then issue to the Vendor a Letter of Intent (LoI), setting out the intention of UBPL-Abu Dhabi to accept the Vendor's Bids for the Services subject to any Agreed Variations as detailed in the LoI, and the Vendor shall acknowledge acceptance of the same as set out in the Conditions of Contract.

25.3. The Vendor and UBPL-Abu Dhabi shall also sign formal Contract, setting out the terms and Conditions of Contract in accordance with the Tender Documents or any Addenda thereto.

End of Letter of Invitation to Tender (See attached Exhibits)



EXHIBITS TO THE INSTRUCTIONS TO BIDDERS



EXHIBIT "A"

ACKNOWLEDGEMENT OF LIT / INVITATION TO TENDER CUM CONSENT LETTER

To,

Urja Bharat Pte. Limited (UBPL-Abu Dhabi)
Office No. 254, Al Bateen Tower C6 Bainunah, Street 34
ADIB Building Abu Dhabi, UAE

Attention: Chief Operating Officer

SUB: ACKNOWLEDGEMENT OF INVITATION TO TENDER

TENDERNO.: UBPL/LOGISTICS/2020/022

TENDER DATE: 10.07.2020

TENDER DESCRIPTION: PROVISION OF LOGISTIC FACILITIES, EQUIPMENT & SERVICES DURING RIGLESS WELL TESTING OPERATIONS

Dear Sir,

We hereby acknowledge receipt of a complete set of the LIT along with enclosures for the subject tender as per the Master Index (together the "Tender Documents"), for our use in preparing the Bids as set out therein.

We undertake that the contents of the above Tender Documents shall be kept confidential and further that the drawings, specifications and documents shall not be transferred and that the said documents are to be used only for the purpose for which they are intended.

- A We intend to submit Bids as requested for the subject works and furnish following details with respect to our quoting office:



- i. POSTAL ADDRESS: _____
- ii. TELEPHONE NUMBER: _____
- iii. CONTACT PERSON: _____
- iv. E-MAIL ADDRESS: _____

Bidder's Designated Contact Person:

- i. POSTAL ADDRESS: _____
- ii. TELEPHONE NUMBER: _____
- iii. TELEFAX NUMBER: _____
- iv. CONTACT PERSON: _____
- v. E-MAIL ADDRESS: _____

OR

- B We are unable to submit Bids for the reasons given below and we are therefore returning the entire set of the Tender Documents, if applicable.

Reasons for non-submission of Bids:

NAME OF THE COMPANY: _____

SIGNATURE: _____

NAME: _____

DESIGNATION: _____ DATE: _

[NOTE: Bidder is requested to furnish the details mentioned at A, B, or C as per the intention of the bidder immediately after receipt of the Tender Documents.]

Transmittal via email:

(SIGNATURE OF BIDDER)



EXHIBIT “B1”

DEVIATIONS FROM THE TERMS AND CONDITIONS IN THE TENDER DOCUMENTS

We have taken following exceptions to Scope of Work / Technical Specification or the Stipulated Delivery Period, the terms and conditions of which are stated in the Tender Documents:

Sl. No.	Section, Clause Reference	Description as in the Tender	Exception Taken	Explanation/ Reason	Cost impact (+/-) and/ or effect on Stipulated Delivery Period
	<u>Commercial</u>				
1					
2					
	<u>Technical</u>				
1					
2					

ALTERNATIVE PROPOSAL

The bidder understands that if the bidder submits any alternate Proposal not in compliance with the Tender Documents, the same will be rejected.]

SIGNATURE OF BIDDER : _____

NAME OF BIDDER : _____

COMPANY SEAL : _____



EXHIBIT 'B2'

COMPLIANCE WITH BID REQUIREMENTS

We hereby agree to fully comply with, abide by and accept without variation, deviation or reservation all technical, commercial and other conditions whatsoever of the Tender Documents and Addendum (if any) to the Tender Documents for the PROVISION OF LOGISTIC FACILITIES, EQUIPMENT & SERVICES DURING RIGLESS WELL TESTING OPERATIONS, as issued by Company.

We hereby further confirm that any terms and conditions which are not in compliance with the Tender Documents if mentioned in our Bids (Techno-Commercial Bid as well as Price Bid), shall not be recognized and shall be treated as null and void and may lead to rejection of our Bids.

SIGNATURE OF BIDDER: _____

NAME OF BIDDER : _____

COMPANY SEAL :



EXHIBIT "C"

CONFIDENTIALITY AGREEMENT

This Confidentiality Agreement is made on this the Day of 2020 by and between:

Urja Bharat Pte Ltd. having its address at **Al Bateen Tower C6, Bainunah, Street 34**, Abu Dhabi– UAE (herein after referred to as "Company"); and

..... having its address at (herein after referred to as "Bidder").

Whereas the Company is inviting proposals/bids with the intention of awarding contract(s) for the PROVISION OF LOGISTIC FACILITIES, EQUIPMENT & SERVICES DURING RIGLESS WELL TESTING OPERATIONS (hereinafter called the "Services") required for its operations relating to the Letter of Invitation to Tender (No. UBPL/LOGISTICS/2020/022) dated ----- and the accompanying enclosures("Tender Documents"),

Whereas pursuant to the above, as part of the Tender Documents and the bidding process, the Company will disclose certain information to the Bidder, whether verbally or in writing, or information may be obtained by the Bidder by whatsoever means in whatsoever manner, including by electronic means and in any way relating to the said Service (hereinafter called "Information").

And whereas the Bidder wishes to submit a proposal (hereinafter called "Proposal") for the said Service.

NOW THEREFORE it is agreed as follows: -

1. "Information" includes but it is not limited to all information/documents provided as part of the Tender Documents or in relation there to, any information/documents relating to the business, processes, financial and technical affairs of the Company/its affiliates;
2. All rights, title/ownership and property in the Information shall be and remain with the Company.
3. This Confidentiality Agreement shall not apply to Information which:
 - i. is, at the time of receipt by the Bidder, in the public domain or thereafter becomes part of the public domain other than in consequence of any breach hereof by the Bidder, or
 - ii. the Bidder can demonstrate, was in its possession and at its free disposal prior to the date here of;or



- iii. is legally obtained by the Bidder from a third party under no obligation or confidentiality to the Company in respect thereof; or
 - iv. the Company has authorized the Bidder in writing to release and the Bidder has complied absolutely with the terms of such authorization and such disclosure has been made only to the permitted extent.
4. In consideration of Company disclosing the Information to the Bidder, and agreeing to consider the Proposal, if submitted, Bidder agrees:
 - i. To use the Information solely in connection with the preparation of the Proposal and, if the Contract is awarded to the Bidder, to use the Information solely in connection with the Service to be made under such Contract;
 - ii. Not to publish or disclose the Information to any third party (excluding any commercial/local service agents of the Bidder in UAE ,only to the extent required for the purpose of tendering or contracting for the Service);
 - iii. Not at any time to copy or receive copies of the Information unless necessary for the preparation of the Proposal;
 - iv. Not to disclose the existence of the Tender Documents or (if applicable) the award of the Contract without the prior written consent of Company;
 - v. That in the event of a Proposal not being submitted, the whole of the documents comprising the Tender Documents and any copies of it including but not limited to the electronic copies etc., shall be returned forthwith to the Company, or destroyed in confidential manner (if so requested by the Company), after the closing date for submission of the Proposal.
 - vi. To treat the Information as confidential, to use all reasonable means to preserve the confidentiality of the Information, and to limit disclosure of the Information to such of its directors, officers and employees who need to have access to such Information to assist in the preparation of the Proposal. The Bidder shall not disclose Information to its commercial/local service agent until such time as such commercial/local service agent has entered into a confidentiality agreement with the Bidder, the conditions of which shall be no less stringent than those contained in this Confidentiality Agreement and substantially in the same form.
5. This Confidentiality Agreement shall be valid for a period of ten (10) years from the date hereof.
6. This Confidentiality Agreement shall be governed by and construed in accordance with the Laws of England and Wales and the Courts in Dubai shall have exclusive jurisdiction to hear disputes hereunder. Where the Bidder does not have a legal presence in the UAE/Singapore, it is



specifically agreed by and between the parties that the stipulations concerning jurisdiction under this clause are Without Prejudice to the Company's right to initiate appropriate legal proceedings against the Bidder in any other jurisdiction where the Bidder has domicile and/or assets, in accordance with the laws applicable in the relevant jurisdiction.

For and on behalf of the (Bidder):

Signed:..... Title:

Name:..... Date:.....



EXHIBIT “D”
QUERY FORMAT

Should the Bidder have any queries, the same should be submitted to Company, preferably via email to the designated addresses of the Company set out in the LIT, as an attachment in Microsoft Word format, by filling in the form as given below:

Sl. No	Section, Clause Reference	Query	Company's answer

Last date for queries by bidders – 13th July 2020

All queries related to the Tender Documents are to be submitted to:

Chief Operating Officer

UBPL-Abu Dhabi

Address: M/s Urja Bharat Pte Limited – Abu Dhabi, Office No. 254,

Al Bateen Tower C6, Bainunah, Street 34,

ADIB Building, Abu Dhabi.

Email:

NOTE: No queries will be entertained after ‘Last date for the queries’ mentioned above.



EXHIBIT "E"

NOT USED



TENDER FORM A

ACKNOWLEDGEMENT OF INVITATION TO TENDER

[This LETTER shall be copied unchanged on the Bidder's original company letterhead with all blank spaces completed as appropriate with the relevant particulars. This LETTER shall be signed by an authorized representative of Bidder with the name and position of the authorized representative clearly printed below the signature.]

To,

M/s UBPL-Abu Dhabi

Attn: Chief Operating Officer

Dear Sir,

Subject: INVITATION TO TENDER – Ref: UBPL/LOGISTICS/2020/022

We have examined the Tender Documents issued to us in connection with the subject Invitation, namely:

- Letter of Invitation to Tender (LIT);
- Instructions to Bidders(ITB);
- Acknowledgement of Invitation to Tender;
- Exhibits A to E;
- Tender Forms A to K;
- Section I - Conditions of Contract
- Section II - Scope of Work / Technical Specifications; and
- Section III -Schedule of Rates / Compensation Schedule.

And accordingly bid/offer to undertake the Services as required therein in accordance therewith and to the entire satisfaction of UBPL-ABU DHABI, for the Prices specified in our Proposal.

In accordance with the Instructions to Bidders, we have taken into account in our Proposal, all of the Tender Documents & Tender Addendums issued by UBPL.



Our Proposal remains valid and open for your acceptance for a period of one hundred and twenty days (120) days from the Bid Closing Date (i.e. -----). Upon your acceptance of this Proposal, we will sign a formal Contract, and comply with any/all requirements related thereto.

Legal Name of Bidder

Full Registered address of Bidder.....

SIGNATURE:.....

TITLE:

NAME:

DATE:



TENDER FORM B

COMPANY DETAILS, REGISTRATION, POWER OF ATTORNEY ETC.

Bidder is required to fill up all details without leaving any blanks, and submit any required documents along with the Techno-Commercial Bid.

1	Full Legal Name of Bidder	
	Country of Registration	
	Registration/Licence No.	
	Registered Office Address	
	Telephone number	
	Fax number	
	Email address	
2	Contact Person Details	
	Name	
	Mobile Number	
	Designation	
	E mail ID	
3	Power of Attorney for signing of Tender and contact details	
	Name	
	Title	
	Telephone number	
	Fax number	
	E-mail address	
	Address	
4	PAN/TRN No. of Bidder's Company	
5	Where the bidder is a commercial agent acting on behalf of a foreign principal:	
	Full Legal Name of Foreign Principal	



<small>UBPL LOGISTICS PVT. LIMITED</small>	Country of Registration	
	Registration/Licence No.	
	Registered Office Address	
	Telephone number	
	Email address	



TENDER FORM C
FORMAT FOR ADVICE OF VENDOR DETAILS

(On the Letterhead of the Vendor)

Date:

To

UBPL-Abu Dhabi

Office No. 254, Al

Bateen Tower C6

Bainunah, Street 34

ADIB Building

Abu Dhabi, UAE

Attn.: Chief Operating Officer

Dear Sir,

We hereby give our consent to accept the related payments of our claims/bills from UBPL-ABU DHABI through Cheques or Internet based online E-payments system at the sole discretion of UBPL-ABU DHABI. Our Bank account details for the said purpose are as under:

S.no	Particulars	Details
1	Name and address of the Beneficiary.	
2	Account Number of Beneficiary	
3	Account Classification as per cheque leaf.	
4	Name & Address of the Bank Branch (where payments are to be sent by UBPL-ABU DHABI)	
5	Branch Name/Code	



6	The 09 Digit MICR code of the Branch (as appearing on the MICR cheque)	
7	IFSC Code of the bank Branch for RTGS mode.	
8	IFSC Code of the bank Branch for NEFT mode.	
9	SWIFT CODE	
10	E-mail ID of Beneficiary.	
11	Any other Particulars (to be advised by beneficiary for the E payments purposes)	
12	Vendor Code (to be filled by UBPL-ABU DHABI's Only)	
13	PERMANENT ACCOUNT NUMBER/TRN	
14	MOBILE NUMBER (FOR SMS ALERTS)	

Please attach a blank copy of the cancelled cheque/photocopy of the cancelled cheque issued by your bank relating to the above account Number for verifying the accuracy of bank account.

I/We hereby declare that the particulars given above are correct and complete

Authorized Signatory of Account Holder

With Company Stamp

Date:/Place

(Encl: one cheque/photocopy of cheque duly cancelled)

Verification:



*** We hereby confirm that the above bank account details of beneficiary are correct in all respects and the account of beneficiary is maintained at the below-mentioned bank branch:

(Name of the Bank & Branch)

Authorized signatory

*** Verification required only in case:

- a) Vendors not providing a cancelled cheque leaf or if Vendor's name is not printed/appearing on the cancelled cheque leaf submitted to UBPL-ABU DHABI office.
- b) Change in existing bank details.



EXPERIENCE DURING LAST 3 YEARS FOR PROVIDING THE SERVICES

Sr. No	Description Of Work	Postal Address Of Client & Name Of Officer In Charge	Contract Value	Starting Date	Scheduled Completion Date	Actual Completion Date	Reasons For Delay, If Any

Note: Copies of work order(s) and completion certificate(s) of at least two similar jobs should be submitted by the Bidder along with this TENDER FORM D.

SIGNATURE OF BIDDER : _____

NAME OF BIDDER : _____

COMPANY SEAL : _____



DETAILS OF PRESENT COMMITMENTS

Sr. No	Postal Address Of Client & Name Of Officer In Charge	Description Of Work	Value Of Contract	Date Of Commencement Of Work	Schedule Completion Period	Percentage Completed As On Date	Expected Date Of Completion	Remarks

SIGNATURE OF BIDDER : _____

NAME OF BIDDER : _____

COMPANY SEAL : _____



TENDER FORM F
COMMERCIAL QUESTIONNAIRE

Bidder's reply/confirmation as furnished in this Commercial Questionnaire (CQ) shall be binding declarations/acknowledgments and supersede the stipulations mentioned elsewhere in their Proposal/Bids.

Sr. NO.	UBPL-ABU DHABICHECKLIST	BIDDER'SREPLY/ CONFIRMATION
1.0	Confirm that your Bids (i.e. the Techno-Commercial Bid and Price Bid) are valid for One Hundred Twenty (120) days from the Bid Closing Date.	
2.0	N/A	
3.0	Confirm that the following documents are submitted in the form of a document titled "TECHNO-COMMERCIAL BID" in PDF format vide email;	
a)	All documents as per CHECK LIST have been enclosed;	
b)	Master Index as enclosed with the Tender Documents/Letter of Invitation to Tender is submitted as part of the Techno-Commercial Bid duly signed and stamped on each page; and	
c)	All enclosed documents are in compliance with requirements set out in the Tender Documents and any Addendums thereto.	
4.0	Confirm that the Prices have been submitted in the form of a document titled "PRICE BID" in PDF format vide email.	
5.0	Confirm as regards the Schedule of Rates /	



	Compensation Schedule(Section III) that:	
a)	Prices are filled in the format as provided in Section III of the Tender Documents. If the prices quoted in separate typed sheets and any variation in description, is noticed and no deviations are specified by bidder in the Techno-Commercial Bid, confirm/agree that UBPL-ABU DHABI shall presume that the price quoted are as per Section-III attached with the Bids;	
b)	Confirm that no deviation/ additional terms & conditions have been included in the Price Bid and acknowledge/agree that in case any such deviations/ additional terms and conditions are mentioned in the Price Bid, the same shall be treated as null and void; and	
c)	In case of scanned documents, confirm that correction fluid is not used. (In case of any such correction, the same shall be signed and stamped by authorized signatory of the bidder).	
6.0	Confirm your compliance to critical stipulations of the Tender Documents, as mentioned in ITB.	
7.0	Confirm that you have studied the complete Tender Documents including Techno-Commercial and Price parts and your Bids are in accordance with the requirements of the Tender Documents.	
8.0	Confirm your compliance to specifications Scope of Work/ Technical Specifications mentioned in the Tender Document	
9.0	Confirm that vendor meets the timelines for Mobilization & Completion as stipulated in the Clause 33 in Conditions of Contract	



10.0	Confirm that the Prices quoted include all applicable taxes & duties as applicable for these services in accordance with the provision of Conditions of Contract.	
11.0	Confirm that the Prices quoted include all types of insurance as per the provisions of Conditions of Contract, and as provided elsewhere in the Tender Documents.	
12.0	Confirm that all costs resulting from safe execution of work as may be required under the laws of UAE, such as safety induction, use of protective clothing, safety glasses and helmet, safety precautions to be taken during rains/winds/summer, or any other safety measures to be undertaken by the Contractor for execution of work are included in the quoted Prices.	
13.0	Confirm to meet the deadlines as proposed in this Tender Documents.	
14.0	Confirm to adhere to the required QA/QC standards in providing the Services.	
15.0	Confirm that while submitting the Prices, you have taken consideration of scope of Supplies, Services, Scope of Work / Technical Specifications mentioned in the Tender Documents.	
16.0	Acknowledge/Declare that you, the bidder:	
a)	is not involved in any Litigation/ Arbitration. If involved, please furnish information about the same;	
b)	is a valid and existing firm/company under the applicable laws and is not under bankruptcy, liquidation, court receivership or similar	



	proceedings;	
c)	has the capacity and authority to fulfill the obligations required of it hereunder, and there is nothing which prohibits or restricts the right or ability of the bidder to fulfill the requirements expected of the bidder as set out in these Tender Documents, in the event of the Contract being awarded to such bidder; and	
d)	all information/documents provided by the bidder as part of its Bids is fully true and correct to the best of its knowledge, belief and understanding.	
e)	shall perform/carry out the scope of work of this tender in compliance with all the applicable laws in the Emirate of Abu Dhabi, UAE regarding health and safety, employment etc. as may be required by the principal employer and follow best practices in the industry in the performance of its duties/obligations in the event of the Contract being awarded to the bidder.	
17.0	Confirm the following:	
a)	Schedule of Rates / Compensation Schedule in Section III shall be submitted as part of the Price Bid.	
18.0	Confirm that any disputes that may arise under or pursuant to the Tender Documents / Contract shall be referred to arbitration as set out in the Conditions of Contract	

SIGNATURE OF BIDDER: _____



URAJA BHARAT PTE. LIMITED

NAMEOFBIDDER : _____

COMPANYSEAL : _____



TENDER FORM G
DECLARATION BY THE BIDDER

We _____(Name of the Bidder) hereby acknowledge and declare that we have read and understood the contents of the entire Tender Documents i.e. the LIT as well as the enclosures and that our Proposal/Bids (in two parts being Part-I (Techno-Commercial Bid) and Part-II (Price Bid) has been prepared accordingly in compliance with the requirement stipulated in the said documents.

We are submitting the Master Index of the Tender Documents as part of our Proposal/Bids duly signed and stamped on each page in token of our acceptance. We undertake that Part-I and Part-II of the Tender Documents shall be deemed to form part of our Bids and in the event of awarding of the work for Service to us, the same shall be considered for constitution/preparation of the Contract. Further, we shall sign and stamp each page of this Part-I and Part-II as a token of Acceptance and as a part of the Contract in the event of awarding of the Contract to us.

We further confirm that we have indicated prices in the Schedule of Rates / Compensation Schedule, considering detailed description of items given in Schedule of Rates / Compensation Schedule (Detailed Description) and submitted the Price Bid in a separate e-mail to designated mail ID. We confirm that Prices quoted by us includes price for all works / activities / services / taxes / duties / levies / safety equipment etc. as mentioned in item description of the items in Schedule of Rates/ Compensation Schedule (with detailed item description) which has been issued to us in PDF File, considering all parts of the Tender Documents. In case any activity, which even though specifically not covered in description of item under the Schedule of Rates / Compensation Schedule is required to complete the Service which could be reasonably implied/ inferred from the contents of the Tender Documents, the Prices quoted shall be deemed to be inclusive of cost incurred for such activity.

SIGNATURE OF BIDDER: _____

NAME OF BIDDER: _____

COMPANY SEAL: _____

NOTE : *This declaration should be signed by the Bidder's representative who is signing the Bid.]*



TENDER FORM H

DECLARATION BY THE BIDDER OF ANY CONFLICTS OF INTEREST

Are you related to any Directors, Officers or Agents of UBPL, its holding companies and/or UBPL-Abu Dhabi?

Yes

No

Are any Directors, Officers or Agents of UBPL-Abu Dhabi/UBPL/ its holding companies, or his/her relatives a partner/interested person in your firm/company?

Yes

No

(Signature of the bidder with Seal)



TENDER FORM J

PROFORMA OF DECLARATION OF BLACK LISTING/HOLIDAY LISTING

In the case of a Proprietary Concern:

I hereby declare that neither I in my personal name or in the name of my Proprietary Concern M/s. _____ which is submitting the accompanying Bids

nor any other concern in which I am proprietor nor any partnership firm in which I am involved as a Managing Partner have been placed on black listed or holiday listed declared by UBPL- Abu Dhabi or its holding companies except as indicated below:

(Here give particulars of blacklisting or holiday listing, and in absence thereof state "NIL")

In the case of a Partnership Firm:

We hereby declare that neither we, M/s. _____, submitting the accompanying Bids nor any partner involved in the management of the said partnership firm either in his individual capacity or as proprietor or managing partner of any firm or concern have or has been placed on blacklist or holiday list declared by UBPL-Abu Dhabi or its holding companies except as indicated below:

(Here give particulars of blacklisting or holiday listing and in the absence thereof state "NIL")

In the case of a Company:

We hereby declare that we have not been placed on any holiday list or black list declared by UBPL-Abu Dhabi or its holding companies except as indicated below:

(Here give particulars of black listing or holiday listing and in the absence thereof state "NIL")

It is understood that if this declaration is found to be false in any particular, UBPL-Abu Dhabi, shall have the right to reject my/our bid, and if the bid has resulted in a contract, the contract is liable to be terminated.

Place:

Signature of Bidder:

Date:

Name of Signatory:



TENDER FORM K

CHECK LIST FOR SUBMISSION OF TECHNO-COMMERCIAL BIDS

Bidder is requested to fill this check list and ensure that all details/documents have been furnished as called for in the Tender Document along with duly filled in, signed & stamped checklist **with each copy of the "Techno-Commercial Bid (Part – I)"**.

Please tick the box and ensure compliance:

- | | | |
|-------|--|---------------------------------------|
| (A.1) | Acknowledgement of Invitation to Tender as per TENDER FORM A
Submitted | <input type="checkbox"/> |
| (A.2) | Company Details, Registration, Power of Attorney etc. as per TENDER FORM B
Submitted | <input type="checkbox"/> |
| (A.3) | Vendor Details as per TENDER FORM C
Submitted | <input type="checkbox"/> |
| (A.4) | Past Experience as per TENDER FORM D
Submitted | <input type="checkbox"/> |
| (A.5) | Details of present Commitments as per TENDER FORM E
Submitted | <input type="checkbox"/> |
| (A.6) | Tender Forms F to K (as applicable)
Submitted | <input type="checkbox"/> |
| (A.7) | Audited Balance Sheet of the bidder including profit and loss account
for the last three years.
Submitted | statement
<input type="checkbox"/> |

Submitted for the years: 1. _____



2. _____

3. _____

(A.8) Fresh Solvency Certificate from your Bankers (Date of issue of this certificate should not be earlier than 1 year from the Bid Closing Date

Submitted

Certificate Dated _____

From (Name of Bank) _____

(A.9) Power of Attorney in favor of the authorized representative of the bidder who has signed the Bids.

Submitted

(A.10.) Any other requisite documents as out in the Tender Documents

Submitted

XXXXXXXXXXXXXXXXXX

and

...[Contractor]...

Contract Number

BLOCK [BLOCK NO.]

CONTRACT

FOR

PROVISION OF LOGISTIC FACILITIES, EQUIPMENT & SERVICES DURING RIGLESS
WELL TESTING OPERATIONS

FORM OF CONTRACT

THIS CONTRACT made at **Abu Dhabi**, UAE this _____ day of _____; BETWEEN URJA BHARAT PTE LTD., a Government of Indian Undertaking registered in Singapore and having one of its offices at Office No. 254, Al Bateen Tower C6, Bainunah, Street 34, ADIB Building, Abu Dhabi. (hereinafter referred to as the "**Company**") which expression shall include its successors and assigns) of the One Part; AND _____ carrying on business in sole proprietorship/carrying on business in partnership under the name _____ and style of _____ a Company registered in _____ under _____ having its registered office at _____ (hereinafter referred to/as collectively referred to as the "**Contractor**") which expression shall include his/their/its executors, administrators, representatives and permitted assigns/successors and permitted assign) of the other part:

WHEREAS

The Company desires to have executed the work of _____ more specifically mentioned and described in the Contract Documents (hereinafter called the "Works" which expression shall include all amendments therein and/or modifications thereof) and has accepted the **Bid** of the Contractor for the said work.

NOW, THEREFORE. THIS CONTRACT WITNESSETH as follows:

ARTICLE - 1

CONTRACT DOCUMENTS

1.1 The following documents shall constitute and be referred to as the Contract Documents, namely:

(a) This Contract Agreement viz, the Form of Contract, Conditions of Contract, Appendix I Performance Guarantee and all that documents included in the definition of "Contract" in the Conditions of Contract.

(b) Detailed Letter of Acceptance of Tender along with schedule of rates

(c) Tender documents and addendums & agreed deviations and clarifications issued thereon, if any.

1.2 A copy of each of the Tender Documents and addendums issued thereon is annexed hereto and the said copies have been collectively marked Annexure 'A' while a copy of the Detailed Letter of Acceptance of Tender along with annexures thereto and a copy of Letter of Acceptance dated _____ are annexed hereto and said copies have been collectively marked as Annexure - 'B'.

ARTICLE - 2

WORK TO BE PERFORMED

2.1 The Contractor shall perform the said Works upon the terms and conditions and within the time specified in the Contract Documents.

ARTICLE - 3

COMPENSATION

3.1 Subject to and upon the terms and conditions contained in the Contract Documents, the Company shall pay Contractor compensation as specified in the Contract Documents upon

the satisfactory completion of the Work and/or otherwise as may be specified in the Contract Documents.

**ARTICLE - 4
JURISDICTION**

4.1 Notwithstanding any other court or courts having jurisdiction to decide the question(s) forming the subject matter of the reference if the same had been the subject matter of a suit, any and all actions and proceedings arising out of or relative to the Contract (including any arbitration in terms thereof) shall lie only in the court of competent civil jurisdiction in this behalf at _____ (where this Contract has been signed on behalf of the Company) and only the said Court(s) shall have jurisdiction to entertain and try any such action(s) and/or proceeding(s) to the exclusion of all other Courts.

**ARTICLE - 5
ENTIRE CONTRACT**

5.1 The Contract Documents mentioned in Article - 1 hereof embody the entire Contract between the parties hereto, and the parties declare that in entering into this Contract they do not rely upon any previous representation, whether express or implied and whether written or oral, or any inducement, understanding or agreements of any kind not included within the Contract Documents and all prior negotiations, representations, contracts and/or agreements and understandings relative to the Works not included in the Contract Documents are hereby cancelled.

**ARTICLE - 6
NOTICES**

6.1 Subject to any provisions in the Contract Documents to the contrary, any notice, order or communication sought to be served by the Contractor on the Company with reference to the Contract shall be deemed to have been sufficiently served upon the Company (notwithstanding any enabling provisions under any law to the contrary) only if delivered by hand or by Registered Acknowledgment Due Post to the Engineer-in-Charge appointed by UBPL.

6.2 Without prejudice to any other mode of service provided for in the Contract Documents or otherwise available to the Company, any notice, order or other communication sought to be served by the Company on the Contractor with reference to the Contract, shall be deemed to have been sufficiently served if delivered by hand or through Registered Post Acknowledgement Due to the principal office of the Contractor at or to the Contractor’s representatives as referred to in the General Conditions of Contract forming part of the Contract Documents.

**ARTICLE-7
WAIVER**

7.1 No failure or delay by the Company in enforcing any right or remedy of the Company in terms of the Contract or any obligation or liability of the Contractor in terms thereof shall be deemed to be a waiver of such right, remedy, obligation or liability, as the case may be, by the Company and notwithstanding such failure or delay, the Company shall be entitled at any time to enforce such right, remedy, obligation or liability, as the case may be.

**ARTICLE-8
NON-ASSIGNABILITY**

The Contract and benefits and obligations thereof shall be strictly personal to the Contractor and shall not on any account be assignable or transferable by the Contractor.

IN WITNESS WHEREOF the parties hereto have executed this Contract in duplicate the place, day and year first above written.

SIGNED AND DELIVERED
For and on behalf of
URJA BHARAT PTE LTD.

SIGNED AND DELIVERED
For and on behalf of

(Contractor)

by.....

by.....

In the presence of:

In the presence of:

(This day of _____ 2020)

(This day of _____ 2020)

- 1.
- 2.

- 1.
- 2.

**SCHEDULE I
CONDITIONS OF CONTRACT**

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SCHEDULE I

CONDITIONS OF CONTRACT

1 INTERPRETATION

1.1 Definitions

In the Contract the following words and expressions shall, unless the context otherwise requires, have the following meanings:

"Affiliate"	shall mean a subsidiary or a holding company of the parties to the Contract;
"Agreement"	shall mean the Form of Contract between the Company and the Contractor to which this Schedule is attached;
"Claim"	shall mean means any and all claims, demands, liens, judgments, awards, remedies, debts, liabilities, damages, injuries, costs, losses, legal and other expenses, or causes of action of whatsoever nature, including, without limitation, those claims made or enjoyed by dependents, heirs, claimants, executors, administrators, successors or assigns, in whatever jurisdiction the foregoing may arise;
"Commencement Date"	shall mean the required date for commencement of the Services at the Site, as specified in the Contract or (if applicable) any Work Order;
"Company Group"	shall means Company, its affiliates and subcontractors, and each of their respective directors, officers, agents, representatives, employees and invitees, individually or in any combination.
"Company Information"	shall mean all data, documents, materials and information supplied by the Company to the Contractor for the purposes of this Contract, including, without limitation, any updated or re-issued information;
"Company's Representative"	shall mean the person(s) identified as such in the Agreement;
"Completion Date"	shall mean, if applicable, the required date for completion of the Services as specified in the Contract or (if applicable) any Work Order, as the same may be amended in accordance with the provisions of the Contract;
"Contract"	Shall mean the written Contract signed between UBPL and the Contractor (the successful bidder) in the Form of Contract attached to the Tender Document, including any subsequent amendments in writing thereto, the Schedule of Rates, the Tender Document, this Conditions of Contract (COC), agreed variations to the

Tender Document, the Contractor's bid documents and/or any other documents pertaining to the Contract and/or the Works that form part of the Contract as expressly set out in the Form of Contract.

"Contract Price / Value"	Shall mean the amount accepted or calculated in accordance with the rates accepted by UBPL and the amendments thereof, as consideration payable to the Contractor for all the works in accordance with the terms of the Contract and shall be inclusive of all fees, registration and other charges paid to statutory authorities without any liability on UBPL for any of these charges. The prices will remain firm during period of the Contract unless specifically agreed to in writing by UBPL.
"Contractor's Equipment"	shall mean all plant, equipment, materials and supplies provided by the Contractor Group (whether owned, leased or hired) in connection with the performance of this Contract, including, without limitation, those referred to in the Scope of Work;
"Contractor Group"	shall mean Contractor, its affiliates and subcontractors, and each of their respective directors, officers, agents, representatives, employees and invitees, individually or in any combination.
"Contractor's Personnel"	shall mean all personnel provided by the Contractor Group in connection with the performance of this Contract, including, without limitation, those referred to in the Scope of Work;
"Contractor's Representative"	shall mean the person(s) identified as such in the Agreement;
"Data"	means all reports, studies, designs, data and other information and materials as may be prepared, created or developed by the Contractor as a result of the Services or in accordance with this Contract;
"Day"	Shall mean a calendar day of twenty-four (24) consecutive hours, beginning at 06:00 hours with reference to local time at the Site.
"Duration"	The Contract shall become effective from the date of issue of Letter of Award (LOA) by Company. The duration of the Contract shall commence from the date of receipt of the Notice of Mobilization issued by UBPL and shall be valid for an initial period of one year. However, UBPL reserves the right to extend the Term of the Contract at its sole discretion at the same rates, and under the same terms and conditions for a further maximum period of six (6) months or completion of Section – II Scope of Work whichever is later.

"Effective Date"	shall have the meaning given to that term in the Agreement;
"Force Majeure"	shall have the meaning given to that term in Clause 22.2 (Definition);
"Government"	shall mean the Government of UAE, or where applicable, any state, regional or local government or authority, inclusive of any ministry, agency, authority or other entity controlled by same;
"Gross Negligence":	Shall include and mean any act or omission (whether sole, joint or concurrent) by a person or entity which: (i) was intended / known to cause or was in reckless disregard of, or wanton indifference to, the avoidable and harmful consequences that would result from such act or omission, which such person or entity knew, or should have known or (ii) seriously deviates from a diligent course of action and which is in reckless disregard of or indifference to harmful consequences.
"LIT"	means the Letter of Invitation to Tender issued by UBPL acting through UBPL-Abu Dhabi;
"Party"	shall mean either the Company or the Contractor as the context so permits and, as expressed in the plural, shall mean the Company and the Contractor collectively;
"Scope of Work"	shall mean the scope of work set out in Schedule II (Scope of Work) and any amendment thereto made in accordance with the terms of the Contract;
"Schedule(s)"	shall mean the schedule(s) to the Contract as referred to numerically and exhaustively therein;
"Services / Works"	shall mean the services and/or work to be performed by the Contractor as provided for under the Contract, including, without limitation, the provision of all equipment, materials and supplies to be provided in accordance with the Contract;
"Site"	shall mean the operating site, well site, construction site, installation or other place where the Contractor is performing the Services and/or any supporting activity in respect thereof;
"Specification"	shall mean those requirements regarding the standard of Contractor's Equipment, as set out in the Scope of Work;
"UBPL / Company":	URJA BHARAT PTE. LTD-Abu Dhabi having its address at Office No. 254, Al Bateen Tower C6, Bainunah, Street 34, ADIB Building, Abu Dhabi - UAE and includes its successor, assigns and all

persons/entities through whom it acts in any matter for the purpose of the subject tender or the Contract.

“Wilful Misconduct”:	Shall mean intentional disregard by a Party of the good and prudent standards of performance or proper conduct under the Contract, which such Party had knowledge or should have known that it is likely to result in injury to the other Party and/or any person(s), or loss /damage to property.
“Work Order”	shall, if applicable, have the meaning given to that term in the Agreement.

1.2 Clauses

Unless otherwise stated, any and all references in the Contract to Clauses are references to the Clauses of this Schedule I of the Contract.

1.3 Headings

The headings in the Contract are used for convenience only and shall not govern or affect the interpretation of the Contract.

1.4 Plurality

Words denoting the singular shall include the plural and vice versa, where the context requires.

1.5 Statutory References

Except as expressly identified, any reference to statute, statutory provision or statutory instrument shall include any re-enactment or amendment thereof for the time being in force.

1.6 Periods

Unless expressly stated otherwise, all references to days, weeks, months and years shall mean calendar days, weeks, months and years.

1.7 Interpretation

- 1.7.1 The documents forming the Contract, COC, Form of Agreement/Contract (if any) are to be read together as a whole and are to be taken as self-explanatory.
- 1.7.2 Should there be any doubt or ambiguity in the interpretation of the Contract and/or COC, the Contractor shall prior to commencing the relative Work, apply in writing to UBPL for resolution of the doubt or ambiguity. Should the Contractor fail to apply to UBPL for its clarification as aforesaid, within seven (7) days from the date of communicating the Contractor's acceptance to UBPL, the Contractor shall perform the relative Works at its own risk.
- 1.7.3 No verbal agreement or assurance, representation or understanding given by any employee or officer of UBPL or so understood by the Contractor shall in any way bind UBPL or alter the Contract unless specifically given in writing and signed by or on behalf of UBPL as an Agreed Variation to the relative term(s) in the Contract and/or the COC.

- 1.7.4 Clause headings given in this COC or the Contract are intended only as a general guide for convenience in reading and segregating the general subject of the various Clauses, but shall not govern the meaning or import of the Clauses there under appearing or confine or otherwise affect the interpretation thereof.
- 1.7.5 Wherever “include” or any form of that word is used, it shall be construed as if it were followed by “(without being limited to)”

2 TERM, COMMENCEMENT AND PROGRESS OF SERVICES

2.1 Term and Commencement Date

The Contractor shall ensure that it is in position ready to commence the Services at the Site no later than the Commencement Date till the Duration of the Contract; time being declared essence of the Contract for commencement of the Services by the Commencement Date. Contractor undertakes that the commencement of Services shall occur by the date specified in the Mobilisation notice.

2.2 Progress of the Services

The Contractor shall at all times carry out and complete the Services in accordance with any work plan and/or time schedule for the Services specified in the Scope of Work, or (if applicable) any Work Order, or if none is specified such other work plan and/or time schedule as may be agreed between the Parties (the “Work Plan”). If at any time the progress of the Services does not comply with the Work Plan, the Contractor shall immediately inform the Company and shall take all necessary action to re-establish progress in accordance with the Work Plan.

2.3 Completion Date

Where a required completion date for the Services is specified in the Contract or any Work Order, the Contractor shall complete the Services in accordance with the Contract by no later than the Completion Date.

2.4 Extensions of Time

If the Contractor is delayed in performing the Services under this Contract solely as a result of:

- (a) an event of Force Majeure; or
- (b) suspension of the Services by the Company pursuant to Clause 25.1 (Suspension Without Cause); or
- (c) the Company’s failure to carry out its obligations under this Contract,

then the Contractor shall be entitled to an equivalent extension of time for performance of the affected Services and shall request a Variation Order in accordance with the provisions of Clause 29 (Variations). Provided that, in case the performance of Service is getting delayed due to Clause 2.3 (c), the Contractor shall bring the same to the notice of the Company within a period of 3 days failing which no extension of time would be granted under this clause.

3 CONTRACTOR'S OBLIGATIONS – GENERAL

3.1 Contractor's Performance

- 3.1.1 The Contractor shall perform the Services with all due skill, diligence and care and in a safe, competent and workmanlike manner in accordance with good and prudent oil and gas field practice and in accordance with the Scope of Work.
- 3.1.2 Except to the extent that it may be legally or physically impossible or create a hazard to safety, the Contractor shall comply with the Company's Representative(s) instructions and directions on all matters relating to the Services.
- 3.1.3 The Contractor shall provide all management, supervision, personnel, materials, equipment and supplies (except materials, equipment and supplies specified in the Contract to be provided by the Company), plant, consumables, facilities and all other things, so far as the necessity for providing the same is specified in or is reasonably to be inferred from the Contract.

4 CONTRACTOR'S EQUIPMENT

4.1 Contractor's Equipment - General

- 4.1.1 The Contractor warrants that the Contractor's Equipment shall be adequate to conduct the Services, shall be new or as new, of good quality and workmanship and shall comply in all respects with the Specification.
- 4.1.2 The Company shall be entitled, at any time, to inspect all or any part of the Contractor's Equipment. If any part of the Contractor's Equipment does not, at any time, meet the requirements of the Contract, then the Contractor shall upon notice from the Company promptly replace or repair such part of the Contractor's Equipment to ensure compliance with the Contract.
- 4.1.3 The Contractor warrants good title to all Contractor's Equipment.
- 4.1.4 The Contractor warrants that the Contractor's Equipment has been examined by inspectors of any relevant certifying authority no more than six months prior to the Effective Date and shall, for the duration of the Contract and any extension thereof, conform in all respects with all applicable current laws or statutory instruments setting out regulations to be observed in the conduct of oilfield operations.
- 4.1.5 Any inspection of any item of Contractor's Equipment necessarily required during the currency of the Contract to ensure continued compliance with certification requirements, or for any other reason, shall be conducted at a time convenient to the Company (subject to any overriding limitation imposed by any certification authority). All costs connected with any such inspection shall be to the account of the Contractor.

4.2 Spares

The Contractor shall ensure that the Contractor's operational base at the Site is at all times stocked with spare parts for the Contractor's Equipment that meet the requirements of the Contract, together with all necessary or desirable packing and marking for that purpose and that such spare parts are sufficient to ensure that the Services can continue in the event of failure of the Contractor's Equipment.

4.3 Importation and Exportation of Contractor's Equipment

All charges and/or costs relating to the importation and/or exportation of the Contractor's Equipment, spare parts and supplies will be paid by the Contractor who shall also where practicable supervise all activities of the packing company and its forwarding agent in order to expedite proper shipment and ensure proper documentation as required by applicable government and/or government agencies.

4.4 Removal of Unserviceable Contractor Equipment

4.4.1 The Contractor shall at its own expense, if required by the Government or if required by the Company for operational reasons, promptly remove from the Site, any Contractor's Equipment which may have been rendered unserviceable through any cause during the course of operations hereunder or otherwise deal with the Contractor's Equipment in accordance with the Company's instructions, notwithstanding that the Contractor's Equipment may be insured and whether or not declared a loss.

4.4.2 In the event that the Contractor fails to carry out its obligations under the foregoing Clause 4.4.1 within seven days of receiving notice from the Company, the Company shall be entitled to take such measures in respect of any such equipment and, at its sole discretion, shall be entitled to elect, at any time thereafter, to remove the same and shall be entitled to recover all costs and expenses so incurred from the Contractor (including, without limitation, any customs duties or taxes which may be incurred).

4.5 Title and Risk

Where any item of Contractor's Equipment is ultimately intended to become the property of the Company pursuant to this Contract, title to such item shall be transferred to the Company with effect from the first arrival of such items at the Site but the risk and responsibility for the damage, loss, care and maintenance of such item shall remain with the Contractor until such item has been delivered into the care, custody and control of the Company.

5 CONTRACTOR'S PERSONNEL

5.1 Contractor's Personnel - General

5.1.1 The Contractor shall, at its expense, provide and keep available for the Services, the Contractor's Personnel.

5.1.2 The Contractor shall ensure that the Contractor's Personnel shall be sufficient in number and quality to carry out the Services in accordance with the terms and conditions of the Contract and will be suitably qualified and medically fit and certified, if necessary, to perform the tasks required to complete the Services.

5.1.3 Without prejudice to the generality of Clause 5.1.2, the Contractor shall ensure that the Contractor's Personnel are fluent in the English language and experienced and qualified for the Services they are required to carry out hereunder, to a standard not less than that required by the Contract and that which may from time to time be required by the relevant Government authorities and in accordance with good industry practice.

5.1.4 In relation to any member of the Contractor's Personnel expected to make, in the Company's sole opinion, significant technical contribution to the Services, the Contractor shall submit full particulars, in the form of a resume, of the qualifications and experience of such member to the Company prior to that member of the Contractor's

Personnel starting any part of the Services. No such member may start any part of the Services unless the Company's written approval has been given. The Contractor shall submit resumes of any other member of the Contractor's Personnel assigned to the Services on written request by the Company.

- 5.1.5 The Company reserves the right to reject any member of the Contractor's Personnel, prior to that member commencing any part of the Services.

5.2 Removal of Personnel

The Company may, at any time after the commencement of the Services and at its sole discretion, direct the Contractor in writing to remove any member of the Contractor's Personnel from the Site. The Contractor shall immediately comply with such direction and shall, as soon as reasonably practicable, replace, or procure the replacement of, such person with another person suitably qualified and acceptable to Company. The Contractor shall bear the costs of any such removal and replacement.

5.3 Adjustment to the Contractor's Personnel

The Contractor shall not at any time without the Company's prior approval increase or decrease the number of the Contractor's Personnel.

5.4 Working Conditions and Discipline of Contractor Personnel

- 5.4.1 The Contractor shall, at all times, be responsible for the conduct of the Contractor's Personnel and shall ensure that they comply with all applicable laws and honour and observe Indian standards of morality and behaviour.
- 5.4.2 The Contractor shall adhere to, and ensure that its sub-contractors adhere to, all labour laws, regulations, standards and practices applicable in respect of the Site.

5.5 Passports and Visas

The Contractor shall be responsible and bear the cost of obtaining all visas and entry or other required permits required to enable the Contractor's Personnel to proceed to and work at the Site. The Company may, at the Company's sole discretion, endeavour to assist the Contractor to obtain such visas and permits.

5.6 Statutory Requirements

During the Term of this Contract nothing shall be done by the Contractor or Contractor's Personnel in contravention of any law, act and/or rules/regulations of UAE, whether Federal or Local, or any other law applicable to the Contractor and its activities hereunder or any amendment thereof governing inter alia customs stowaways, foreign exchange, health safety and environment as well as labor law, among others.

6 TRANSPORT OF PERSONNEL AND EQUIPMENT

6.1 Contractor's Responsibility

Unless otherwise specified in the Contract, the Contractor shall be responsible for providing any and all transportation for all Contractor's Equipment and Contractor's Personnel required in connection with the performance of the Services.

7 COMPANY SUPPLIED RESOURCES

7.1 Company Equipment

The Company shall furnish all items stated as being furnished by the Company in the Scope of Work. The Contractor shall inspect all such items when delivered into the Contractor's possession and shall within 48 hours of such delivery notify the Company of any defect, deficiency or shortage. The Contractor shall maintain all items provided by the Company in good condition and repair and shall return them to the Company in good condition, fair wear and tear excepted, upon completion of the Services.

7.2 Company Information

- 7.2.1 The Company shall provide the Company Information to the Contractor as specified in the Scope of Work. The Company makes no representation or warranty as to the accuracy or sufficiency of the Company Information.
- 7.2.2 The Contractor shall review the Company Information and shall promptly notify the Company of any inaccuracies, omissions, contradictions or ambiguities in the Company Information.
- 7.2.3 All Company Information shall at all times remain the exclusive property of the Company and shall be returned to the Company on completion of the Services or termination of the Contract, whichever is the earliest.
- 7.2.4 The Company Information may be updated or re-issued to the Contractor from time to time during the carrying out of the Services.
- 7.2.5 The Contractor shall not diverge from or change the requirements or parameters referred to in the Company Information or the Scope of Work without the prior written approval of the Company.

7.3 Deemed Satisfaction

Notwithstanding the provision of the Company Information, the Contractor shall be deemed to have satisfied itself in respect of all relevant matters pertaining to the Services, including, but not limited to, the Scope of Work, the nature of the Services, access to the Site, local facilities, climatic, sea, other water and weather conditions, working hygiene and working environment conditions and all other matters which may affect the performance of the Services. Any failure by the Contractor to take into account any of the aforementioned matters shall not relieve or excuse the Contractor from any of its responsibilities, liabilities or obligations hereunder or entitle the Contractor to any extra payment.

8 HEALTH, SAFETY AND ENVIRONMENT

8.1 Safety and Labor laws

Contractor shall comply with the provision of all applicable laws including Labor Laws, rules, regulations and notifications issued by the Federal and Local Government(s) and such other competent authorities. All safety and labor laws/regulations enforced by statutory agencies and by UBPL shall be applicable to the performance of this Contract and the Contractor shall strictly abide by these laws/regulations.

Contractor shall take all measures necessary and proper to protect the personnel, works and facilities and shall observe all reasonable safety rules and instructions. No smoking shall be permitted outside the living quarters and in any/all places where smoking is restricted, and welding jobs will be carried out with full safety precautions.

The Contractor shall report, as soon as possible, any evidence which may indicate or is likely to lead to an abnormal or dangerous situation and shall take all necessary emergency control steps to avoid such abnormal situations.

The Contractor shall ensure that all personnel employed by the Contractor and/or sub-contractors engaged by it for the performance of the Contract are at all times issued with current and valid work permits by the competent authorities.

8.2 Compliance with Company HSE Requirement

The Contractor shall observe and comply with the health, safety and environment requirements set out in the Scope of Work including, without limitation, the Company's HSE policy and guidelines (or relevant part thereof) set out in the Scope of Work.

8.3 Obligations of Contractor

8.3.1 It shall be the Contractor's obligation to determine at all times whether the Services can be safely continued or undertaken including, without limiting the generality of the foregoing, determining by the Contractor's own inspection that all Contractor's Equipment is loaded and/or stored in a proper and safe manner and that the Contractor's Equipment is in all respects suitable to undertake the Services in the then existing conditions.

8.3.2 The Contractor shall ensure that equipment or rubbish in any form originating from the Services will be collected promptly in a place at the Site suitable for ready and prompt removal therefrom.

8.4 Responsibility for Safety of Contractor Personnel

8.4.1 The Contractor shall, throughout the duration of the Contract be responsible for the safety of the Contractor's Personnel and agrees that the Contractor's Personnel, whilst on the Site, shall attend and conduct safety drills as may be directed by, or on behalf of, the Company.

8.4.2 The Contractor shall hold regular meetings with the Contractor's Personnel to instruct and up-date them regarding compliance with the requirements of this Clause 8 (Health, Safety and Environment) and shall provide evidence of this to the Company on request. The Contractor shall at all times provide appropriate and adequate personal protective equipment and safety equipment to the Contractor's Personnel.

8.4.3 The Contractor shall have proper arrangements in place for the effective supervision of the execution of the Services by the Contractor's Personnel so as to ensure safe and proper execution of the Services. Where the Services are being performed at an offshore location, the Contractor shall ensure that those members of the Contractor's Personnel working offshore have undergone sea survival training.

8.5 Contractor's Policy

The Contractor will supply to the Company a copy of the Contractor's health, safety and environmental policy prior to commencement of the Services. The policy shall indicate how the responsibility for health, safety and environmental matters is allocated and shall specify by name one individual amongst the Contractor's Personnel with overall responsibility for such matters. The policy shall indicate in clear terms the practices, procedures and measures which the Contractor intends to follow or take to protect all resources at the Site, including men and materials, during the carrying out of the Services. The policy shall also include details of the emergency procedures to be followed in case of injury to any person, damage to any works, equipment or materials

and pollution to the environment. The policy shall be complementary to the Company's HSE policy and guidelines referred to in Clause 8.2 (Compliance with Company HSE Requirements) and the other requirements set out in this Clause 8 (Health, Safety and Environment).

8.6 Compliance with Company's Instructions

Without prejudice to the foregoing provisions of this Clause 8 (Health, Safety and Environment), the Contractor shall comply with all safety instructions of the Company consistent with the provisions of the Contract including, without limitation, the safety instructions of any of the Company's other contractors. Such instructions shall, if the Contractor so requires, be confirmed in writing by the Company's Representative, so far as practicable.

8.7 Site Manager/Site Representative

The Contractor acknowledges that the Company will have an installation or site manager at the Site (the "Site Manager or Site Representative"). The Site Manager shall have the general responsibility for matters affecting safety, emergency response, health or welfare and the maintenance of order and discipline, and in the discharge of that responsibility shall exercise authority over all personnel of Company, the Contractor's Personnel and the personnel of other contractors of the Company when present on or near the Site.

The Contractor hereby acknowledges the authority of the Site Manager and shall ensure that the Contractor's Personnel shall recognize such authority and comply with all instructions (whether written, oral or otherwise) of the Site Manager.

8.8 Emergency

Notwithstanding any other provisions of this Clause 8 (Health, Safety and Environment), the Company shall be entitled in the event of any emergency (including, without limitation, in the event of a well blowing out, catching fire or otherwise getting beyond control), with immediate effect, to direct the Contractor's Personnel as it considers fit and to use as it considers fit all or part of the Contractor's Equipment.

8.9 Reporting

8.9.1 The Contractor shall immediately inform the Company in writing when an incident or accident occurs (including, without limitation, any fatality, lost time incident, medical treatment case, first aid case near miss or any other loss related incident) in any way connected with the Services, whether or not it may affect any operations of the Company or the operations of others working on behalf of the Company, and shall maintain accurate records therefor. Any fatality or major accident or incident shall be reported to the Company within 24 hours of occurrence. The Contractor shall also submit a monthly report in respect of all incidents or accidents in any way connected with the Services detailing, without limitation, the nature of such incident or accident, the extent of lost time, the reasons for the incident or accident and future preventive measures which will be taken by the Contractor.

8.9.2 In addition to the foregoing, the Contractor shall promptly conduct incident investigations on all fatalities or major accidents or incidents and submit a report with its findings, conclusions, recommendations and actions taken or planned to the Company within one week from the date of occurrence of such fatality or major accident or incident. The Company shall be entitled to join the Contractor in its investigation of the matter or carry out its own independent investigation. In either case, the Company's

role in any such investigation shall not relieve the Contractor of its obligation to conduct its own investigation and to submit its report to the Company within the stipulated time.

9 REPRESENTATIVES

9.1 Company's Representative

- 9.1.1 The Company's Representative(s) shall act in full charge of the Services and shall have full authority to liaise with the Contractor's Representative(s) to resolve all day to day matters which may arise between the Contractor and the Company.
- 9.1.2 The Company's Representative(s) shall monitor the performance of the Services and shall have the authority necessary to enforce the provisions of this Contract.
- 9.1.3 The Company's Representative(s) shall be entitled to inspect the Services and all documentation relating thereto at any time.
- 9.1.4 The Contractor shall direct all matters relating to the Contract to the Company's Representative(s) and shall act only in accordance with the instructions of the Company's Representative(s).

9.2 Contractor's Representative

The Contractor's Representative(s) shall act in full charge of the Services and shall have full authority to liaise with the Company's Representative(s) to resolve all day to day matters which may arise between the Contractor and the Company.

9.3 Change of Representatives

Either Party may:

- (a) revoke the appointment of any person appointed as that Party's representative and may appoint another person as representative in his/her place; or
- (b) appoint any person to be an additional representative for a stated purpose.

No such revocation or appointment shall be effective until notice of it is given to the other Party.

9.4 Bases

- 9.4.1 The Contractor will maintain an office base in UAE for the purposes of the Contract.
- 9.4.2 Unless otherwise agreed in writing by the Company, the Contractor will maintain both an office base in UAE and an operational base at the Site sufficient to manage the Services for the purposes of the Contract.

9 LIQUIDATED DAMAGES

If the Contractor fails to complete the Services within the period specified under Clause 33.2 of the Contract or at any time repudiates Contract before completing such Works, UBPL may without prejudice to any other rights or remedies available to UBPL under the Contract:

- a. Recover from the Contractor, Liquidated Damages as agreed and not by way of penalty, and the Liquidated Damages shall be calculated at the rate of zero point five

percent (0.5%) of the Contract Price for every one (01) week's delay or part thereof, subject to a maximum of, five percent (5%) of Contract Price.

- b. In case delay continues more than ten (10) weeks, UBPL may terminate this Contract without prejudice to UBPL's rights under any other Clauses including this Clause No. 10.
- c. NOT USED
- d. In case, the Contractor fails to pay the amount or portion of Liquidated Damages. UBPL shall have the right to recover the same from the monthly progress bill and/or final bill and/or from Guarantee and/or any other bank guarantee and/or any other amount due or those may become due to the Contractor from the UBPL, without prejudice to any other right or remedy available to UBPL.
- e. The Parties agree that the figures of Liquidated Damages indicated hereinabove area genuine pre- estimate of the loss/damage which UBPL would have suffered on account of delay/breach on the part of the Contractor and the said amount would be payable without any requirement of proof of the actual loss or damage caused by such delay/breach.

11 PATENTS

11.1 Indemnity

The Contractor shall be liable for and shall defend, indemnify and hold the Company Group harmless from and against any Claim in connection with any infringement (whether actual or alleged) of any patent or other intellectual property right arising out of or in connection with the performance of this Contract by the Contractor.

11.2 Continued Performance

If the Contractor is prevented from performing any part of the Services as a result of an infringement (whether actual or alleged) of any patent or other intellectual property right the Company shall have no liability to pay for any part of the Services not performed as a result. The Contractor shall use all reasonable endeavours to utilise alternative methods and/or processes and/or equipment to continue to carry out the Services in accordance with the Contract.

11.3 Exception

The provisions of Clause 11 (Patents) shall not apply to the extent that the infringement necessarily arises from the Company's specifications or instructions to the Contractor, provided that the Contractor could not reasonably have been aware of such possible infringement.

12 DATA

12.1 Delivery of Data

The Contractor shall deliver to the Company or to any other party designated by the Company, all Data, promptly on obtaining such Data. In the event of suspension or termination of the Contract, the Contractor shall immediately deliver to the Company all undelivered Data. The Contractor may not retain copies of such Data unless it shall have first obtained the Company's written consent. The Contractor shall take all possible measures to ensure that no magnetic medium (tape, disk or other) will be passed through, or otherwise come into the vicinity of, any form of magnetic device during transport of the Data. Prior to the transport of any Data by the Contractor, the Contractor shall advise the Company's Representative of the shipping and packing details.

12.2 Ownership of Data

12.2.1 All Data shall be the property of the Company from the date of its creation or development. No Data created or developed by the Contractor under this Contract shall become the property of the Contractor; provided that the risk and responsibility for the loss of, or damage to, any Data shall remain with the Contractor until delivery of such Data to the Company.

12.2.2 All Data shall be fit for the purposes specified in the Contract.

12.2.3 All items created or developed by the Contractor outside the Contract shall remain the property of the Contractor, provided that the Company shall have the right to use any such item where it is provided to the Company as part of the Services.

13 COMPLETION OF THE SERVICES

13.1 Notification by the Contractor

Upon completion of the Services (or any part thereof), the Contractor shall notify the Company. The Company shall inspect the Services as soon as reasonably practicable and advise the Contractor whether or not the Services (or relevant part thereof) have been completed in accordance with the Contract.

13.2 Completion Certificate

13.2.1 Where the Company agrees that the Services (or relevant part thereof) have been completed in accordance with the Contract, the Company may issue a completion certificate (the "Completion Certificate") to the Contractor. If the Services have not been completed in accordance with the Contract the Company may advise the Contractor of the steps to be taken for completion and the Contractor shall promptly carry out such steps. In the event that the Company issues a Completion Certificate which identifies certain minor deficiencies and defects in the Services, the Contractor shall ensure that all such deficiencies and defects are remedied or repaired to the Company's satisfaction as soon as reasonably practical after the date of the Completion Certificate.

13.2.2 Issue of a Completion Certificate by the Company shall not relieve the Contractor of any of its obligations and/or liabilities under the Contract.

14 DEFECT LIABILITY PERIOD AND WARRANTY

14.1 The Contractor shall carry out all of its obligations under the Contract and shall execute the Supply and Services in conformity to the specifications set forth in the relevant Scope of Work and/or conform to Contractor's published specifications.

14.2 The Contractor shall ensure that the Services will meet the Company's requirements with regard to any quality, quantity or specifications, which are set out in the Contract and shall be fit for purpose as per international practices.

14.3 Unless otherwise agreed in writing by the Company, the Guarantee Period or the Defect Liability Period for the Supply and Services shall be as stated herein below:

As Company's sole remedy, Contractor Shall:

14.3.1 repair or re-perform such non-conforming services, provided Contractor is notified thereof in writing by Company prior to Contractor's departure from the worksite;

14.3.2 repair or replace such Supply products as are returned to Contractor for inspection and proven to be non-conforming, provided Contractor is notified thereof in writing within

thirty (30) days after the date of receipt at the Company site.

No new warranty period shall be established for items replaced or repaired hereunder, which shall remain under warranty only for the remainder of the original warranty period. This warranty is exclusive of any other liability, particularly in respect of any damage suffered because of defective service, Supply product or rental equipment.

- 14.4 The Contractor on notification by the Company, as under 14.3, shall attend to the defect(s) as soon as possible, in any case within three (3) days from the date of notification by Company and shall rectify or remedy the defects at his own cost within reasonable time and shall make his own arrangements to provide materials, labor, and any other appliances required in this regard.
- 14.5 The Contractor will provide the Company by the due date(s), all drawings, certificates or other documentation in the specified format and quantities as detailed in the Contract.

15 INDEPENDENT CONTRACTOR

15.1 Status of Contractor

The Contractor shall at all times be an independent contractor with respect to performance of the Services and neither the Contractor nor any person employed by the Contractor shall, other than as expressly authorised by the Company in writing, either represent itself or himself (as appropriate) as, or be deemed for any purpose to be, an employee, agent, or representative of the Company in the performance of the Services. Nothing in this Contract shall be deemed to create a joint venture, partnership or agency between the Parties.

15.2 Other Contractors

The Company reserves the right to perform other work or services or enter into other contracts related to the Services hereunder. The Contractor shall afford the Company or other such contractors every opportunity for the execution of their work or services.

16 PRICES AND RATES

16.1 Rates

The Contractor shall, subject to the other provisions of this Contract and the provisions set out in Schedule III (Compensation Schedule), be paid for the Services in accordance with the prices and rates set out in Schedule III (Compensation Schedule).

17 PAYMENT

17.1 Invoices

- 17.1.1 The Contractor shall submit to the Company on or before the tenth (10th) day of each month an invoice detailing the amounts payable to the Contractor under this Contract in respect of the preceding month. Each invoice shall in addition to any requirements of Schedule III (Compensation Schedule):-

- (a) be in duplicate with TRC number of Company mentioned on it
- (b) bear the Contract Number stated on the cover sheet to the Contract;
- (c) state the name, e-mail address, mobile telephone number of the Company's Representative; and

- (d) be accompanied by supporting evidence and itemised in accordance with the Company's requirements and duly signed by Company's Representative

Invoices and all supporting documents in the Contract shall be sent to the address set out in the Agreement. Contractor must ensure that all invoices for services performed or goods delivered are submitted to the Company within 90 days of rendition of service or goods delivered, as the case may be. Late submission of Invoices beyond abovementioned period may result into denial of payments to Contractor on the sole discretion of the Company.

17.1.2 Not Used

17.1.3 The Company shall make payment within 30 days of its receipt of a correct and agreed invoice submitted pursuant to Clause 17.1.1 (Invoices) to the Contractor's nominated bank account as notified in writing to the Company.

17.1.4 Any invoice not complying with the provisions hereof will be returned by the Company to the Contractor whereupon the Contractor shall submit a rectifying invoice. The Company shall make payment of such rectifying invoice in accordance with Clause 17.1.3.

17.1.5 No payment made by the Company shall be construed as acceptance in whole or in part of the performance by the Contractor of any of its obligations under this Contract.

17.1.6 All items provided by the Contractor under the provisions of Schedule III (Compensation Schedule) or the Scope of Work that are expressly stated therein to be reimbursable by the Company shall be invoiced to the Company with detailed supporting documentation. The detailed supporting documentation shall include, without limitation, good quality copies of all relevant receipts and a detailed summary of the use of and reason for such item. All such supporting documentation must be approved and signed by a representative of the Company prior to the submission of the relevant invoice.

17.1.7 Unless otherwise specified in Schedule III (Compensation Schedule), all rates and charges payable by the Company under this Contract shall be invoiced and paid in USD.

17.2 Company's Right to Dispute Invoices

If the Company disputes any item on an invoice received pursuant hereto then it shall be entitled to withhold, without payment of interest, the amount in dispute provided that:

- (a) the Company makes payment of any undisputed portion of the invoice and notifies the Contractor in writing of the disputed item(s) within 30 (thirty) days of receipt of the relevant invoice; and
- (b) if the dispute is resolved in favour of the Contractor, the Company shall pay the disputed amount within 7 (seven) days of the resolution of the dispute.

If the dispute is resolved in favour of the Company, the Contractor shall forthwith issue a credit note for the disputed amount.

17.3 Report Sheets

All invoices shall correspond with the daily reports or job tickets (or such other reports as may be required by the Scope of Work or reasonably required by the Company)

previously furnished by the Contractor to the Company. Where appropriate, a breakdown in time shall be shown to the nearest half hour of the rates applied.

17.4 Payments Due to the Contractor

The Company shall be entitled to deduct from any payment due or becoming due to the Contractor under this Contract, all costs, damages or expenses for which the Contractor is liable to the Company under this Contract.

17.5 Audit

The Contractor shall maintain proper and accurate records in relation to this Contract and shall provide copies of the same to the Company on request.

17.6 Liens

17.6.1 The Contractor shall not claim any lien, charge or the like on any aspect of the Services or on any property of the Company Group. The Contractor shall defend, indemnify and hold the Company Group harmless from and against any Claim in connection with any lien, charge or the like created or caused by any member of the Contractor Group arising out of or in connection with the performance of this Contract.

17.6.2 Without prejudice to the generality of Clause 17.6.1, should any act or omission of the Contractor Group result in any lien, charge or the like existing upon the property of the Company Group after all payments hereunder have been made, the Contractor agrees to refund to the Company upon demand all monies that the Company Group may be compelled to pay to discharge any such lien.

17.7 Subcontracts

17.7.1 The Contractor shall ensure that the provisions of the foregoing Clauses 17.5 (Audit) and 17.6 (Liens) are included in all agreements it shall enter into with any subcontractors who shall supply any labour, equipment or materials to be provided under this Contract.

17.7.2 The Contractor agrees to furnish to the Company, promptly on request, a full and complete statement that all the Contractor's suppliers, subcontractors and vendors have been paid in full for work done or materials furnished in connection with the performance of the Services.

17.8 Payment upon Completion

17.8.1 Following the expiry or termination of the Contract, the Contractor shall prepare and submit to the Company within 30 (thirty) days a statement in the form of a final account, specifying the outstanding amounts which the Contractor intends to invoice to the Company for payments due to the Contractor in accordance with the provisions of this Clause 17 (Payment). The Contractor shall submit to the Company its final invoice in respect of such statement within 60 (sixty) days of the date of the expiry or termination of the Contract and shall confirm in writing to the Company that such invoice constitutes the final demand for all outstanding sums due to the Contractor under the Contract.

17.8.2 Following the expiry or termination of the Contract, the Company shall not be required to make payment of any invoice not received in accordance with this Clause 17.8 (Payment upon Completion).

18 TAXATION

- 18.1** Contractor, unless specified otherwise in the Contract, shall bear all tax liabilities, duties, charges as levied by the Federal or local Government, including customs duty, corporate and personnel taxes levied or imposed on the Contractor (including personnel, Sub- Contractor's personnel, Contractors, consultants etc. on account of the payments received from the UBPL for the work done under this Contract. It shall be the responsibility of the Contractor to submit, to the concerned authorities, the returns and all other concerned documents required for this purpose and to comply in all respects with the requirements of the applicable laws.
- 18.2** If it is so required by the applicable laws in force at the time of payment, UBPL shall withhold from the amount due to the Contractor and pay to the Tax authorities any tax levied or assessed on account of the Contractor's operations pursuant to this Contract.
- 18.3** For the lapse, if any on the part of the Contractor and consequential penal action taken by the Tax department, UBPL shall not take any consequent responsibility thereof, whether financial or otherwise.
- 18.4** "Withholding Tax on services" (if applicable): The amount of Withholding Tax applicable in UAE can be offset against the Income Tax that the CONTRACTOR shall ultimately be liable to pay to the Government. As a consequence, prices are considered including of Withholding Tax and it is Liability of the Bidder/Contractor.
- 18.5 Value Added Tax:**
In accordance with the provisions of Clause 18, all taxes mentioned herein, except Value Added Tax (V.A.T.), are deemed already taken into account in the prices, rates or fees specified hereto. The invoices shall indicate the VAT payable on the rates of the bidder/Contractor as per the UAE Law.
- 18.6** Taxes and duties payable by Contractor shall be included in and shown separately in the Contractor's invoice. However, the Contractor shall not be entitled to claim payment from the bankers or UBPL of VATable taxes or duties on which UBPL would be entitled to other credits (presently Excise Duty, Value Added Tax (VAT) and Service Tax) without furnishing to UBPL the documents required for UBPL to avail of the full VAT or other tax benefits available to UBPL against the payment of the tax. The Contractor shall prior to dispatch of the Material(s) obtain from UBPL a list of the documents required by UBPL to enable it to avail of the relative benefits. Payment or reimbursement of the VATable / other taxes and duties on which credit is available to UBPL shall be made upon the Contractor furnishing the relevant documents.
- 18.7** Subject to the provisions of Clause 18.6, hereunder, Custom / Excise duty and Sales tax/VAT payable pursuant to the Contract will be paid by Contractor. Contractor shall include all taxes and duties except applicable VAT in the Prices.
- 18.8 Indemnity**
The Contractor shall defend, indemnify and hold the Company Group harmless from and against any Claim in connection with any Taxes which may be levied or imposed on the Contractor or its subcontractors by any Government Authority arising out of or in connection with the performance of this Contract.
- 18.9 Change in Law**
In the event of any change or amendment to any applicable Act, Law, Rules or Regulations by the Government of the UAE, or of the relevant emirate or such other competent official body or any change in its interpretation or enforcement thereof,

which becomes effective/enforceable after the period for the submission of the final price bid for this Contract, and which ascertainably results in an increase in the costs for the Works under the Contract by reason of an increase in the liability of taxes, (other than personnel and Corporate taxes), duties,; in such event the Contractor may be indemnified for any such increased costs by UBPL, subject to the production of sufficient documentary evidence to the satisfaction of UBPL to the extent to which such increased costs is attributable to such change or amendment as mentioned above.

Similarly, if any change or amendment of any Act, Law, Rules or regulations by the Government of the UAE, or of the relevant emirate or such other competent official body or any change in its interpretation or enforcement thereof, which becomes effective/enforceable after the period for the submission of the final price bid for the Works under this Contract, and which ascertainably results in any decrease in the cost of the Works by reason of reduced liability of taxes, (other than personnel and Corporate taxes) duties, the Contractor shall pass on the benefits of such reduced cost, taxes or duties to UBPL by indemnifying UBPL for the difference in amount upon the submission of sufficient documentary evidence to that end.

Notwithstanding the above-mentioned provisions, UBPL shall not bear any liability in respect of (i) Personnel taxes on the employees of Contractor and the employees of all or any its Sub-Contractors. (ii) Corporate taxes in respect of the Contractor and all or any its Sub-Contractors

19 INDEMNITIES

19.1 Indemnity by Contractor:

Contractor shall hold harmless and keep indemnified Company Group, from all actions, proceedings suits, claims, demands, liabilities, damages, losses, costs, charges, expenses (including without limitation wreck or debris removal costs, where wreck or debris removal is ordered by a competent authority) judgments and fines arising out of or in the course of or caused by the execution of Works under the Contract or other obligations hereunder, directly or indirectly associated herewith and arising from:

- a) personal injury, illness or death of:
 - i) any of Contractor Group personnel (even if caused by or contributed to by the negligence or fault of Company Group); and
 - ii) subject to clause 19.2 (a) (i) any other person to the extent the injury, illness or death is caused by the negligence of the Contractor Group.
- b) loss or damage to:
 - i) any property owned, hired or supplied by Contractor Group (even if caused by, or contributed to by, the negligence or fault of Company Group); or
 - ii) Subject to clause 19.2 (b) (i) any other property to the extent the loss or damage is caused by the negligence or fault of the Contractor Group.
- c) as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract by reason of the installation/usage of the items/materials/equipment by the Contractor for the purpose of the Works.

19.2 Indemnity by UBPL

Company shall hold harmless and keep indemnified the Contractor Group from all actions, proceedings, suits, claims, demands, liabilities, damages, losses, costs, charges, expenses and fines arising during the execution of the Works by the Contractor fully complying with all the terms and conditions set out in the Contract from:

- a) personal injury, illness or death of
 - i) any employee of Company Group (even if caused by or contributed to by the negligence or fault of the Contractor Group);
 - ii) subject to clause 19.1 (a) (i) any other person to the extent that the injury, illness or death is caused by the negligence or fault of Company Group; and
- b) Any loss or damage to:
 - i) Any property owned, hired or supplied by Company Group,(even if caused by, or contributed to by, the negligence or fault of Contractor Group).
 - ii) Subject to clause 19.1 (b) (i) any loss or damage to any other property to the extent the loss or damage is caused by the negligence or fault of Company Group.
- c) as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract arising out of or in connection with any design, data, drawing, specification, or other documents or materials provided or designed by or on behalf of Company for mandatory use by the Contractor for the performance of the Contract.

19.3 Pollution Indemnity

Contractor assumes all responsibility for and agrees to indemnify and hold the Company Group harmless from loss or damage arising from pollution or contamination, which originates directly from the Contractor Group's Equipment on or above surface, originated from spills of fuels, lubricants, motor oils, pipe, dope, paints, solvents and rubbish or other effluent in its or their possession and control

19.4 All exclusions and indemnities given under this Clause 19 shall apply irrespective of cause and notwithstanding the tortious act or omission or statutory breach by the indemnified party or any other entity or party and shall apply irrespective of any Claim in tort, under contract or otherwise at law.

19.5 The provisions of this Clause 19 survive the expiry or earlier termination of the Contract.

20 CONSEQUENTIAL LOSS

Except to the extent of any agreed liquidated damages or any termination fees provided for in this Contract, UBPL Indemnifies the Contractor from the UBPL's own Consequential Loss and the Contractor Indemnifies the UBPL from the Contractor's own Consequential Loss. Consequential Loss means special, indirect or consequential damages resulting from or arising out of the Contract, including but without limitation to loss of profit, loss of production or business interruptions, howsoever caused and regardless of whether such loss or damage was caused by the negligence (either sole or concurrent) of either party, its employees, agents or sub-contractors.

21 INSURANCE

Contractor shall, during the subsistence of the Contract, at its sole expense purchase the requisite insurances from reliable insurance companies and maintain in full force and effect as advised in the Tender Documents and as required by the laws of the Project Site / relevant site of operation, furnishing evidence thereof on request by Company.

- 21.1 The Contractor shall ensure that it has adequate insurance in place to cover its potential liabilities under the Contract and the applicable laws as set out in Clause 19 herein and shall provide the Company with evidence of such insurance on request.
- 21.2 The following insurances shall be taken out by the Contractor, which shall, to the extent of the indemnities given by Contractor in the Contract, be primary to any insurance carried by Company:
- i. Workers' compensation (employers' liability) insurance to the full extent required by applicable laws, with a limit of liability of not less than One Million US Dollars (US\$1,000,000) per occurrence;
 - ii. All risks insurance against all risks of physical loss or damage covering the full replacement value of Contractor's equipment, if any;
 - iii. Motor vehicle third party and passenger liability insurance, covering unlimited indemnity for death of or injury to any persons and liability in respect of any third-party property damage of not less than one million US Dollars (US\$1,000,000) per occurrence, unlimited in aggregate;
 - iv. Third party legal liability insurance covering bodily injury, sickness or death and loss of or damage to property with minimum coverage of one million US Dollars (US\$1,000,000) for each claim or series of claims arising out of any one incident, unlimited in aggregate;
 - v. Not Used
 - vi. such other insurances in the types and amounts that a reasonable and prudent person engaged in the relevant industry would effect and maintain, given the specific purposes for and the nature of the place(s) at which the Materials/Services are to be delivered/put to use; and
 - vii. such other insurances as may be required by applicable laws at the Project Site.
- 21.3 Not Used
- 21.4 Neither the failure to comply, nor full compliance with, the provisions of this Clause 21 shall limit or relieve the Contractor from its liabilities under the Contract.
- 21.5 The Contractor shall be responsible for the filing of all Claims made under the aforementioned insurances. Any premiums and payments relating to the such insurances shall be paid by the Contractor. All deductibles applicable to such insurances shall be for the sole account of the Contractor.
- 21.6 The insurances referred to in Clause 21 must name UBPL, ADNOC and Supreme Petroleum Council and its affiliates as additional insureds with Contractor to the extent of the liabilities assumed by the Contractor in this Contract.
- 21.7 Contractor must ensure that the insurances are taken out with an independent and reputable insurer as approved by ADNOC and reinsured with reputable underwriters having a long-term debt rating of at least "A-" (or equivalent) with S&P or AM Best and must contain cross liability and a waiver of insurers' rights of subrogation against each member of UBPL Group, ADNOC and Supreme Petroleum Council, and its Affiliates/personnel.
- 21.8 Not Used
- 21.9 Prior to commencing the supply of the Materials/ Service / Work or at the request of UBPL, Contractor shall produce evidence of the insurances required to be effected, to the satisfaction and for the approval of UBPL.
- 21.10 The provisions of this clause shall survive the expiry or earlier termination of the Contract.

22 FORCE MAJEURE

- 22.1 In the event of either party being rendered unable by Force Majeure to perform any obligation required to be performed by them under the Contract, the relative obligation of the party affected by such Force Majeure shall be suspended for the period during which such cause lasts, Provided That the other provisions of this Clause are complied with.
- 22.2 Events of Force Majeure shall mean any event or circumstance beyond the reasonable control of a Party which prevents or impedes the due performance of this Contract, and which by the exercise of reasonable diligence, such Party was unable to prevent, including, without limitation:
- (a) earthquake, flood, fire, explosion and/or other natural physical disaster, but excluding weather conditions as such, regardless of severity;
 - (b) war (whether declared or not), terrorism, hostilities and acts of unrest, riot, insurrection, acts of public enemies, revolution, piracy, blockade, nationalization, or the exercise of, or failure to exercise, the rights of priority or control by any governmental authority, either for the purpose of war or national defense of governmental bodies or agencies;
 - (c) national or regional strikes or strikes or industrial disputes by labour not employed by the affected Party or its subcontractors and which affect a substantial or essential portion of the Services. The mere shortage of labor or equipment shall not constitute Force Majeure unless caused by events or circumstances that are themselves Force Majeure; or
 - (d) any acts of government, or a failure to act, which could not have been reasonably anticipated or controlled, and which makes performance impossible or impracticable.
- 22.3 Upon the occurrence of any such Force Majeure event, either Party shall, without delay, inform the other Party of the cause amounting to Force Majeure and within seventy-two (72) hours of when such Force Majeure conditions have ended and the Party is able to render its obligations under the Contract. The Parties agree that if the Works are suspended by reason of Force Majeure conditions for a period exceeding fifteen (15) consecutive days, UBPL shall have the right to terminate the Contract in whole or part at UBPL's discretion without incurring any liability towards the Contractor and/or any other party.
- 22.4 The period during which the Force Majeure situation lasts will not be computed in the time specified for the performance/completion of any and all relative obligations under the Contract that is reasonably obstructed/suspended by the Force Majeure situation.
- 22.5 The Parties hereto agree that Waiting on Weather and/or Waiting on Daylight shall not be considered as Force Majeure. Weather in this case means temporary conditions of wind, waves or tides, which makes it unsafe or hazardous to conduct operations hereunder. The Contractor, in consultation with the Company, shall decide when, in the face of impending adverse weather conditions, to institute precautionary measures in order to safeguard the Site, the well, the well equipment, Contractor's Equipment and personnel to the fullest possible extent. The Parties shall be responsible to ensure that their respective representatives at the Site will not act unreasonably in the exercise of the provisions of this Clause.

23 PERFORMANCE BANK GUARANTEE

The Contractor shall furnish to UBPL within fifteen (15) days from the date of the Letter of Acceptance (LOA), a security deposit (10% of contract value) in the form of a Bank Guarantee issued by a Bank confirmed by UBPL and in the FORMAT provided under Appendix-1 acceptable to UBPL("Guarantee"). The Guarantee shall be valid for Contract period / Term of the Contract period / completion time as specified in the bid

document/Tender Document/ Notification of Award/ LOA/Contract and a Defect Liability Period plus a 3 (three) months' claim period.

In the event Contractor fails to honor any of the commitments entered into under this Contract, UBPL shall have the unconditional option to invoke the above Guarantee and claim the amount from the concerned bank which shall be obliged to pay such amount to UBPL on demand.

24 TERMINATION

24.1 Termination on expiry of the Contract

This Contract shall be deemed to have been automatically terminated on the expiry of the Duration of the Contract, unless parties have exercised their option to extend this Contract in writing and in accordance with the provisions of this Contract.

24.2 Termination on account of Force Majeure

Company shall have the right to terminate this Contract on account of Force Majeure, as set forth in Clause 22.

24.3 Termination on account of insolvency

In the event the Contractor or its collaborator at any time during the term of this Contract becomes insolvent or makes a voluntary assignment of its assets for the benefit of its creditors or is adjudged bankrupt, then UBPL shall, by a notice in writing, have the right to terminate this Contract, and all the Contractor's rights and privileges hereunder, shall stand terminated forthwith.

24.4 Termination due to unsatisfactory performance

If UBPL considers that the performance of the Contractor is unsatisfactory or, not up to the expected standard/industry standards as set out in the Contract, UBPL shall notify the Contractor in writing and specify in detail the cause(s) of such dissatisfaction and require the Contractor to remedy/rectify the shortcomings within a period of five (5) days from the date of the notice. If the Contractor fails to rectify such shortcomings within the specified period, UBPL shall have the option to terminate this Agreement upon the expiry of the given five (5) days.

24.5 Consequences of Termination

In all cases of termination herein set forth, the obligation of UBPL to pay shall be limited to the period up to the date of termination. Notwithstanding the termination of this Contract, the Parties shall continue to be bound by the provisions of this Contract that reasonably require some action or forbearance after such termination, as well as, by tax and confidentiality provisions. After termination/expiration of this Contract, except for any termination for material breach under clause 24.3 and 24.4 by the Contractor, the Contractor shall continue to render its services to the extent required for UBPL to meet any obligations incurred prior to termination or cancellation in the ordinary course of business.

In case of termination of the Contract herein set forth except under clause 24.1 and 24.2, the Contractor shall be put on a holiday for a period of two (02) years from the date of termination of the Contract, whereby, (i) no tenders will be issued to the Contractor by UBPL against any type of tender; (ii) nor will UBPL consider any offer/bid by the Contractor against any ongoing tender(s) where the contract between UBPL and that particular Contractor (as a bidder) has not been finalized.

The expiration or termination of this Contract shall not of itself give rise to any liability on the part of either Party to pay any compensation to the other Party, including but not limited to, for loss of profits or goodwill.

- Upon expiration or termination for any reason, the Contractor shall:
- i. at its own cost immediately return to the UBPL all technical or other information/documentation/materials; and
 - ii. Provide any records (as updated) required to be maintained by Contractor under this COC to UBPL.
- 24.6 Upon termination of the Contract, the Company shall be entitled at the risk and expense of the Contractor by itself or through any independent contractor (s) or partly by itself and/or partly through independent contractor ("Third Party Contractor")(s) to complete and/or get completed to its entirety the Work as contemplated in the scope of work and to recover from the Contractor in addition to any discounts, compensations or damages that the Company may in terms hereof or otherwise be entitled (including liquidated damages under the contract hereof) to the difference between the amounts as would have been payable to the Contractor in respect of the work(s) and the amount actually expended by the Company for completion of the entire work(s) either by itself and/or along with/through the Third Party Contractor, as aforesaid together with 15% (fifteen per cent) of the said amount expended by the Company for completion of the entire work(s) to cover Company's supervision charges, and in the event of the latter being in the excess of the former, the Company shall be entitled (without prejudice to any other mode of recovery available to the Company) to recover the excess from the Security Deposit or any monies due or becoming due to the Contractor.
- 24.7 Company will have the right to terminate this Agreement or the Works to be provided at any time upon delivery of Notice to Contractor.
In the event of termination against this clause 24.7, Company will pay to Contractor (without double counting):
- (i) the amounts owing under Section III – Compensation for any Services that have been duly completed in accordance with this Agreement as of the date of termination to the satisfaction of Company and to the extent not already paid; plus
 - (ii) any direct and substantiated charges already incurred for cancellation of the procurement of third party goods or services from its Subcontractors which were to have been supplied by the Contractor in connection with the Services, substantiated by way of sufficient documentation to the satisfaction of the Company, provided that the Contractor shall use its best endeavors to minimize such charges which together with the amounts already paid by the Company to the Contractor shall not exceed the Contract Price. Such documentation to be provided within 30 days from the date of the Termination.

25 SUSPENSION

25.1 Suspension without Cause

- 25.1.1 The Company shall have the right, without cause, at any time to require the Contractor to suspend the Services (or part thereof) under this Contract on giving notice to the Contractor. Such notice shall include an estimate of the duration of the period of suspension (the "Suspension Period"). The Services (or relevant part thereof) shall resume at the end of the Suspension Period or at such other date as the Company may by notice in writing to the Contractor specify.
- 25.1.2 During the Suspension Period pursuant to Clause 25.1.1, the Company shall pay the Contractor in accordance with the applicable provisions of Schedule III (Compensation Schedule), or in the absence of any such provisions the Contractor shall be entitled to a Variation Order in accordance with the provisions of Clause 29 (Variations).

25.2 Suspension Due to Default

25.2.1 If the Contractor is in breach of any of its obligations under this Contract (including, without limitation, any breach of Clause 8 (Health Safety and Environment)), the Company shall, subject to Clause 25.2.2, be entitled to immediately suspend the Services (or part thereof) by written notice to the Contractor until such time as such breach has been remedied by the Contractor, in which case no rates or other amounts shall be payable to the Contractor in respect of such period of suspension.

25.2.2 Except in the case of a breach which in the reasonable opinion of the Company is likely to endanger the safety of any persons or property, the Company shall, prior to issuing any suspension notice pursuant to Clause 25.2.1, notify the Contractor of the breach. Following receipt of such notice, if the Contractor fails to immediately commence and thereafter continuously proceed to remedy such breach to the Company's reasonable satisfaction, the Company may issue the suspension notice pursuant to Clause 25.2.1

25.3 Procedure following Suspension Notice

Following receipt of a notice to suspend the Services, the Contractor shall discontinue the Services (or relevant part thereof) and follow any specific requirements of the Company with regard to the safety of the Services during any period of suspension.

26 PERMITS, LAWS AND REGULATIONS

26.1 Permits and Authorisations

Contractor shall, at its own cost, be responsible for obtaining all certificates, licenses, permits, clearances, approvals and authorisations required for the performance of the Services and in respect of the Contractor's Equipment and the Contractor's Personnel and for all approvals and permits required for the Contractor to engage in business and provide services of the nature contemplated by this Contract, in UAE. The Contractor shall at all times ensure compliance with all such certificates, licenses, permits, approvals and authorisations referred to in this Clause 26 (Permits, Laws and Regulations). For the avoidance of doubt, the provisions of this Clause 26 (Permits, Laws and Regulations) pertain not only to the present legal and Government requirements, but also to the legal and Government requirements for the entire period of the Contract (including any extension thereof).

26.2 Laws

In performing the Services, the Contractor shall observe and comply with all applicable laws including, without limitation, health and safety, labour, immigration, etc whether of Government/statutory or other authority or agency having jurisdiction in relation to the Parties, the Services or the Site. The Contractor shall defend, indemnify and hold the Company Group harmless from and against any Claim in connection with the Contractor's failure to comply with such laws, arising out of or in connection with the performance of this Contract.

27 CONFIDENTIALITY AND PUBLICITY

27.1 Confidentiality

All information concerning the Company's activities obtained by the Contractor in the course or conduct of the Services hereunder and all information or data otherwise

furnished to the Contractor by the Company shall be considered confidential and shall not be disclosed by the Contractor to any third party without the prior written consent of the Company or used by the Contractor for any purpose other than carrying out the Services.

27.2 Publication

The Contractor shall not publish or permit to be published any pictorial, written, oral or other information relating to the Contract, the Services, the performance thereof or the activities of the Company without the Company's prior written consent. Such consent shall be given (if at all) separately in relation to each specific application therefor and shall apply only to that application. The accuracy of any information released by the Contractor and not supplied directly by the Company is the absolute responsibility of the Contractor.

27.3 Contractor's Proprietary Information

The Company undertakes to keep confidential all techniques, know-how, methods and processes which are the property of or are proprietary to the Contractor. The Company shall also treat as confidential and shall not, without the Contractor's prior written consent, disclose to any third party any other information which is clearly marked as confidential by the Contractor.

27.4 Exclusions

The provisions of Clauses 27.1 (Confidentiality) and 27.3 (Contractor's Proprietary Information) shall not apply to information which:

- (a) is part of the public domain; or
- (b) was in the possession of the relevant Party prior to the Effective Date and which was not subject to any obligation of confidentiality owed to the other Party; or
- (c) was received from a third party whose possession is lawful and who is under no obligation not to disclose; or
- (d) is required to be disclosed in order to comply with the requirements of any law, rule or regulation of any governmental or regulatory body having jurisdiction over the Services or the relevant Party, or of any relevant stock exchange.

28 ASSIGNMENT AND SUBCONTRACTING

28.1 Assignment

28.1.1 The Contractor shall not assign either the Contract or any part of it or any benefit or interest in or under it without the prior written approval of the Company.

28.1.2 The Company shall be entitled to assign and/or novate all or any part of its rights and/or obligations under the Contract to any other party on giving notice to the Contractor.

28.1.3 In the event of an assignment by a Party pursuant to Clause 28.1.1 or 28.1.2 and if requested by that Party, the other Party undertakes to enter into such documentation as is reasonably necessary to transfer the first Party's obligations under the Contract.

28.2 Subcontracting

- 28.2.1 The Contractor shall not subcontract the Services or any part of the Services without the prior written approval of the Company
- 28.2.2 The Contractor shall not be relieved from any of its obligations or liabilities under the Contract by virtue of any subcontract and the Contractor shall be responsible for all work, acts, defaults and omissions of its subcontractors and its or their employees or consultants as though they were the work, acts, defaults and omissions of the Contractor.
- 28.2.3 No subcontract shall bind or purport to bind the Company, and each subcontract shall provide for its immediate termination in the event of termination of this Contract, and for immediate suspension of the services under the subcontract in the event of suspension of the Services under this Contract.
- 28.2.4 All subcontractors shall be responsible only to the Contractor. Notwithstanding the foregoing, the Company shall have the same rights in respect of the inspection of any services carried out by any subcontractor as are provided for in this Contract in respect of the Services.

29 VARIATIONS

29.1 General

- 29.1.1 No adjustment to the Services, the prices and/or rates set out in Schedule III (Compensation Schedule) or any date specified in the Contract for performance of the Services shall be valid unless a variation order has been issued in writing by the Company (a "Variation Order"). No additional work or services shall be commenced by the Contractor prior to the Company issuing a Variation Order in respect of such work or services.
- 29.1.2 A Variation Order shall in no way affect the rights or obligations or the Parties except as expressly provided in that Variation Order. Any Variation Order shall be governed by the provisions of the Contract.

29.2 Company's Rights

- 29.2.1 The Company may at any time issue a Variation Order to the Contractor requiring the Contractor to alter, amend, omit, add to, accelerate, re-programme or otherwise vary any part of the Services. Upon receipt of a Variation Order the Contractor shall proceed immediately as instructed, and any necessary adjustment to prices and/or rates or dates for performance shall be subsequently made in accordance with Clause 29.2.3 below.
- 29.2.2 Notwithstanding Clause 29.2.1 above, the Company shall as far as reasonably practicable before issuing a Variation Order advise the Contractor of the proposed variation and request the Contractor to provide an estimate of the effect (if any) on the prices and/or rates and/or dates for performance such variation would have. Such estimates shall be provided by the Contractor within 3 days of a request by the Company and if agreed to by the Company shall be recorded in a Variation Order
- 29.2.3 Where the Company has issued a Variation Order in accordance with Clause 29.2.1, the Parties shall use all reasonable endeavours to agree on fair and reasonable adjustments to the prices and/or rates and/or dates for performance, which shall, to the

extent possible, be based on the existing prices and/or rates and/or dates for performance specified in the Contract. Such adjustments shall be recorded in a further Variation Order.

29.3 Contractor's Rights

29.3.1 The Contractor shall be entitled to request the Company to issue a Variation Order where:

- (a) an instruction from the Company requires work to be carried out beyond the scope of the Services specified in the Contract and such instruction was not issued in order to ensure that the Contractor complies with any of its obligations under the Contract; or
- (b) the Company has failed to perform any of its obligations under the Contract; or
- (c) it is otherwise stated in the Contract that the Contractor shall be entitled to a Variation Order.

Any such request shall be submitted promptly by the Contractor and shall include details of the effect (if any) on the prices and/or rates and/or dates for performance.

29.3.2 Upon receipt of such request the Company shall review the request and, acting reasonably, advise the Contractor that it agrees that the Contractor is entitled to Variation Order in accordance with the Contract (in which case the Company shall issue a Variation Order) or that it rejects the request (in which case the Company shall state its reasons).

29.3.3 If the Contractor fails to request a Variation Order within 7 days of the date when it should reasonably have become aware that a Variation Order might be required, the Company reserves the right at its sole discretion to reject such request in entirety and without the need to give reasons for such rejection.

30 BUSINESS ETHICS

30.1 The Contractor shall at all times perform this Contract in a lawful manner consistent with the highest ethical standards and principles, including strict adherence to Company's Code of Business Ethics. The Contractor shall not at any time enter into any arrangement with personnel, officers or agents of the Company or its Affiliates without the Company's prior written approval.

30.2 In conducting its business, Contractor shall not, at any time, either directly or indirectly, in the name of, on behalf of, or for the benefit of the Company, its Affiliates, offer, pay, promise to pay, or authorize the payment of any money and/or gift, or offer, give, promise to give, or authorize the giving of anything of pecuniary value or otherwise to (a) any official, employee, agent, or representative of any government, or any government department, agency, or instrumentality thereof; (b) any political party or official thereof, or to any candidate, nominated or otherwise, for political office; or (c) any official, employee or agent of the Company, its Affiliates; in each case for the purpose of influencing any act or decision of such official, employee, agent, party, or candidate or inducing such official, employee, agent, party, or candidate to do or omit to do any act in violation of the lawful duty of such official, employee, agent, party, or candidate, or securing any improper advantage for or otherwise promoting the business interests of the Contractor in any way. Contractor shall require each of its directors, officers, employees, agents, consultants, subcontractors and suppliers to comply with the provisions of this clause.

- 30.3 In the event Company believes that the Contractor is engaged in corrupt practices or is acting in contravention of the aforesaid provisions defined in this clause, during the existence of this Contract, Company shall have the right to take appropriate action, which may include the immediate termination of this Contract.

31 GENERAL LEGAL PROVISIONS

31.1 Amendment

This Contract shall not be amended except by an instrument in writing expressed to be an amendment or variation hereto and executed by the Parties.

31.2 Waiver

No delay or failure on the part of either Party to enforce from time to time all or any part of the terms and conditions of this Contract shall be interpreted as a waiver of such terms and conditions.

31.3 Retention of Rights

Except in respect of the indemnities granted pursuant to Clause 19 (Indemnities), unless otherwise specifically stated, both the Company and the Contractor shall retain all rights and remedies, both under the Contract and at law, which either may have against the other.

The Contractor shall not be relieved from any liability or obligation under the Contract by any review, approval, authorisation, acknowledgement, issue of completion certificate or the like, by the Company.

31.4 Language

The language of the Contract shall be English and all meetings and other communications shall be in English.

31.5 Notices

31.5.1 All notices under this Contract shall be in writing and shall be served to the respective address and/or fax number set out in the Agreement. Either Party may from time to time change its address and/or fax number for service herein by giving written notice to the other Party.

31.5.2 Any notice may be served by hand delivery to a Party at its address for service hereunder or by facsimile transmission or by mail.

31.5.3 Any notice given by hand delivery shall be deemed to be given at the time of delivery.

31.5.4 Any notice given by facsimile transmission shall be deemed to be given at the time transmission has been confirmed by the sender's fax machine, subject to the following provision. Where said time of transmission falls outside the normal business hours of the recipient, delivery shall be deemed to be given at 10:00hrs (recipient's local time) on the recipient's next following business day.

31.5.5 Any notice served by mail shall be given by registered mail and shall be deemed to be given on the date recorded on the delivery recording sheets by the mail carrier as delivered to and signed for on behalf of the recipient.

31.6 Invalidity

If any provision of this Contract shall be held to be invalid or unenforceable by a judgement or decision of any court of competent jurisdiction or any authority, the same shall be deemed severable and the remainder of this Contract (including the remainder of the affected provision) shall remain valid and enforceable to the fullest extent permitted by law. In any such case, the Parties will negotiate in good faith with a view to agreeing one or more provisions which may be substituted for such invalid or unenforceable provision in order to give effect, so far as practicable, to the spirit of this Contract.

31.7 Entire Agreement

This Contract contains the entire agreement between the Parties and supersedes any previous understandings, commitments, agreements or representations whatsoever, oral or written, pertaining to the subject matter hereof, provided that nothing in this Clause 31.7 (Entire Contract) shall have effect to exclude or restrict the liability of either Party for fraud or fraudulent misrepresentation.

32 GOVERNING LAW AND JURISDICTION

32.1 Governing Law: The Contract shall be governed by and construed in accordance with the Laws of England.

32.2 Arbitration:

32.2.1 Disputes or differences arising between UBPL and Contractor out of or in connection with this Contract including its conclusion, interpretation or performance will preferably be settled by negotiation within four (4) weeks of the dispute arising.

32.2.2 In the event of any unresolved dispute, Contractor will ensure that the progress of the Works continues without any effect on the mobilisation and/or completion time.

32.2.3 If UBPL and Contractor are unable to settle a dispute pursuant to the negotiation period referred to in Clause 32.2.1, any Party may refer the dispute to arbitration under Clause 32.2.4.

32.2.4 Any and all disputes or differences arising between UBPL and the Contractor out of or in connection with this Contract including its conclusion/termination, interpretation or performance, if not resolved in the manner prescribed under Clause 32.2.1, shall be finally resolved by means of arbitration. The seat of arbitration shall be the DIFC-LCIA Arbitration Centre, Dubai and the arbitration shall be conducted in English by arbitrators fluent in English and governed in accordance with the Arbitration Rules of the DIFC – LCIA Arbitration Centre, as in force at the time of said dispute (the “Rules”) provided that the below provisions shall prevail in the event of any conflict within the Rules:

- a) The arbitration shall be before one (01) arbitrator if the total value of the claim(s) under dispute equals or is less than US \$ 500,000.00 (United States Dollars Five Hundred Thousand Dollars only); and three (03) arbitrators if the total value of the claim(s) under dispute exceeds US \$ 500,000.00 (United States Dollars Five Hundred Thousand only) and/or if the Claim is not for a monetary sum;
- b) In the case of a single arbitrator, the Parties shall endeavor to agree and mutually decide upon an arbitrator within thirty (30) days from the date when the claimant’s request for arbitration has been received by the other Party, failing which, the sole arbitrator shall be appointed in accordance with the Rules;
- c) In the case of three (03) arbitrators, each PARTY shall nominate one (01) arbitrator and the arbitrators so nominated by the PARTIES shall nominate and appoint the third arbitrator within thirty (30) days from the date of nomination of the second arbitrator, failing which, the third arbitrator shall be appointed in accordance with the Rules;
- d) The dispute shall be determined and award rendered within a period of six (06) months from the date of appointment of the sole arbitrator, or as of the notification to the

Parties of the appointment of the Chairman of the arbitral tribunal (in the case of three (03) arbitrators).

- e) The Parties agree that any award rendered in such proceeding shall be final and binding upon the Parties and the Parties hereby waive any right of application or appeal to any court of law to the fullest extent in connection with any question of law arising in the course of arbitration or with respect to any award made.

33 SPECIAL CONDITIONS OF CONTRACT

33.1 Mobilization and Demobilization:

33.1.1 Mobilization Period and Conditions:

- a) A mobilization notice shall be issued to the Contractor for Contractor's Equipment and Contractor's Personnel. The mobilization period / callout notice shall be as per the Section – II Scope of Work.
- b) The charges incurred by the Contractor towards Mobilization will be included in the day rates.
- c) Mobilization charges should cover all the statutory costs, local and foreign costs including Customs Duty (if any) borne by the Contractor towards the Mobilization of the Equipment, as per requirements to the Site/first location and to mobilize personnel as per requirement to the various locations and should include all applicable duties, other local and foreign taxes, Visa fees, statutory costs, port fees and inland transportation etc, except for the Value Added Tax ("VAT").
- d) Mobilization shall be deemed to be completed:
- i. when the Equipment and manpower have been properly placed/positioned at Site and;
 - ii. are complete in regard to the Equipment, as required under the Contract; and
 - iii. The Site Representative of the Company certifies that the Equipment is properly positioned at the Site and in readiness to commence the Works/Operations.
- e) Site Representative of the Company, within a period of five (05) days from receipt of Equipment as advised by Company in the Mobilization Notice, will complete the inspection of all the Equipment. The Site Representative shall record any and all deficiencies in the inspection report and the Contractor shall be liable to promptly remedy/rectify (including replacement) any and all such recorded deficiencies and re-offer the Equipment for inspection. The Site Representative shall re-inspect the Equipment and make modifications to the report (if any) within five (05) days from the date of the Contractor requesting for re-inspection. In the event of Company representative not inspecting the Equipment within (5) days after written notification by Contractor, the Mobilisation shall be deemed to be Complete subject to subsequent acceptance by Company's Site Representative and mobilisation charges shall be payable as per the date of Mobilization.

33.1.2 DEMOBILISATION

Demobilization shall be completed by Contractor within 30 days of expiry / termination of the Contract on issuance of De-mobilization Notice. Demobilization means removal of all things forming part of mobilization from the site of UBPL and closing down Contractor's operations at Site in connection with the Contract.

33.2 NOT USED

33.3 CONSIDERATION:

33.3.1 Consideration payable for the Equipment, personnel and the performance/completion of the Works/Operations/services (“Consideration”), by Contractor will be in accordance with the Contract. Monthly rate shall be prorated to the nearest day.

33.3.2 Determining the Consideration payable to the Contractor

- I. The rates mentioned in Schedule of Rates shall be firm and fixed throughout the Duration of the Contract and for the extended duration thereof.
- II. Monthly Rate shall commence upon the completion of Mobilization as per the Mobilization Notice issued by Company and shall cease upon the Issuance of Demobilization Notice in accordance with the terms and conditions set out in the Contract. Monthly Rate shall include all costs incurred by Contractor for providing the required services/work as per Contract including Mobilisation and Demobilisation, Equipment, Materials, lubricants and personnel costs. These rates shall also cover provision of protective clothing and hand tools where necessary and all travelling, living and accommodation expenses incurred by Contractor for its personnel. Contractor has to provide the unit rates as per the Section – III - Compensation Schedule-
- III. Payment to the Contractor shall be made on the basis of monthly invoice as per the Schedule – III SOR and based on the daily reports approved by Site Representative of the Company.
- IV. Not Used
- V. Charges for the Personnel shall be calculated from the date the personnel arrives at the Site and report to Site Representative of the Company and will cease once personnel / equipment are demobilized.
- VI. Zero Rates: Notwithstanding any provision in the Contract, no charges shall be payable for any Works for the period, if the job or activity assigned to the Contractor is halted due to breakdown of Equipment of Contractor or unavailability of Consumables, personnel or for any other reason whatsoever attributable to the Contractor.
- VII. Inter-Location Movement: During Inter-Location Movement (“ILM”), shifting of the Equipment, tools, chemicals/ consumables and personnel etc. deployed by the Contractor will be the sole responsibility of the Contractor. Contractor has to obtain all necessary clearances/statutory approvals required for and during the ILM from the concerned authorities. The Contractor shall be paid ILM Rate as per Schedule of Rates for equipment during the period of ILM. No other charges shall be paid during ILM for the period up to maximum ILM days as mentioned in the Schedule of Rates and COC.

Appendix – I

Performance Guarantee

Our Ref:Date:

Beneficiary Name,
Beneficiary Address

Dear Sirs,

Re: Our Performance Guarantee No. for CCY In Respect of:

At the request of M/s with Commercial License No. and having its registered address at(hereinafter called "the Service Provider/Contractor" which expression shall include its successors and assigns), we, M/s. a public joint stock company registered/constituted under the Act, having our Registered Office/Head Office at (hereinafter called "the Bank" which expression shall include its successors and assigns) hereby irrevocably and unconditionally undertake and guarantee to pay you, M/s. ("UBPL"), the sum of CCY...(Amount)...(Amount in Words) in full as per the terms and conditions set out hereunder, in connection with performance of the work awarded for "Hiring of PMC for Onshore Block-1" to the Service Provider upon terms and conditions inter-alia mentioned in the Letter of Acceptance No. dated issued by UBPL read with the relative Tender Documents Ref: (hereinafter collectively called "the Contract", which expression shall include any formal Contract entered into between the UBPL and the Service Provider in supersession of the said Letter of Acceptance and all amendments and/or modifications in the Contract), upon receipt by the Bank of UBPL's first written demand for payment (the "Demand") without the requirement for any reference/recourse to the Service Provider and/or despite any contestation whatsoever on the part of the Service Provider.

We understand and undertake that the obligations of the Bank to UBPL hereunder shall be as principal to principal and shall be wholly independent of the Contract and it shall not be necessary for the UBPL to proceed against the Service Provider or exhaust its remedies against the Service Provider before proceeding against the Bank, and the Guarantee/Undertaking herein contained shall be enforceable against the Bank notwithstanding the existence of any other guarantee/undertaking or security for any indebtedness of the Service Provider to UBPL (including relative to the said Security Deposit) and notwithstanding that any such undertaking or security shall at the time when claim is made against the Bank or proceedings taken against the Bank hereunder, be outstanding or unrealized.

If UBPL issues the Demand to the Bank that the Service Provider has defaulted or failed to fulfil its obligations under the Contract (which shall be final, conclusive and binding on the Bank without the requirement for any proof whatsoever in this regard), we undertake to immediately pay up to the above-mentioned amount in the stipulated currency, without exception or objection, into a bank account designated by UBPL on receipt of such Demand from UBPL. We shall inform the UBPL in writing as soon as the payment has been made, which shall in any case be no later than days of the date of issuance of the Demand by UBPL.

The liability of the Bank to UBPL under this Guarantee shall remain in full force and effect notwithstanding the existence of any difference or dispute between the Service Provider and UBPL, the Service Provider and the Bank (including vis-à-vis any failure/default of the Service Provider to fulfil any obligations towards the Bank for issuance of this Guarantee or otherwise) and/or the Bank and UBPL or otherwise howsoever touching or affecting these presents for the liability of the Service Provider to UBPL, and notwithstanding the existence of any instructions or purported instructions by the Service Provider or any other person to the Bank not to pay or for any cause withhold, retain, avoid, offset or defer payment to UBPL under these presents, with the intent that notwithstanding the existence of such difference, dispute or instruction, the Bank shall be and remain liable to make payment of the aforementioned amount to UBPL, without any set-offs or deductions of any nature whatsoever, in the terms set out herein. Our obligations under this Guarantee shall not be affected by any arrangements or agreements made by UBPL with the Service Provider which may concern its obligations under the Contract.

The Bank shall not revoke this Guarantee during its currency except with the prior consent of UBPL in writing, and also agrees that any merger or amalgamation of the Bank or any change in the constitution/ownership of the Service Provider or the Bank or UBPL shall not discharge/waive in full or in part the Bank's liability hereunder.

This Guarantee is valid from until (Expiry Date) after which date no claim will be entertained by us and this Guarantee will become automatically null and void, unless otherwise extended. Claims, if any, under this Guarantee must be presented to us on or before expiry date with your signature(s) on the claim letter duly verified by your bankers, along with the original Guarantee and original amendments, if any.

This Guarantee shall be governed by U.A.E. Laws and the Courts in the Emirate of Abu Dhabi shall have exclusive jurisdiction.

The original Guarantee and amendments, if any, must be returned to us upon expiry for cancellation. However, we shall be released of all our obligations hereunder even if such return has not taken place.

Notwithstanding anything herein stated above, we shall be released of all obligations under this Guarantee once the original Guarantee is received at our counters for cancellation.

Yours Faithfully,

Names & Designations:
being Authorised Signatories For and On Behalf of
(Bank's Seal)



Petrofac 

Provision of Logistic Facilities, Equipment & Services During Rigless Well Testing Operations



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1.0 INTRODUCTION

1.1. General Information

Urja Bharat Pte. Limited (UBPL) is a 50:50 JV between BPRL International Singapore Pte. Ltd. (BISPL) and Indian Oil Singapore Pte. Ltd. (ISPL), which are the Singapore-based wholly owned subsidiaries of Bharat Petro Resources Limited (BPRL) and Indian Oil Corporation Limited (IOCL) respectively.

UBPL has been awarded an exploration concession for Onshore Block 1 in Abu Dhabi, UAE wherein two existing discoveries are also to be appraised with exploration programme.

UBPL has also established its Branch Office in Abu Dhabi namely Urja Bharat Pte. Limited. – Abu Dhabi (“UBPL-Abu Dhabi”/“Company”) for smooth operations.

The company invites proposals/bids for Provision of Logistic Facilities, Equipment & Services from competent bidders, under the single Stage Two-Bid System (Part-I: Techno- Commercial Bid and Part-II: Price Bid [hereinafter collectively referred to as the “Bids”/“Proposal”]), in accordance with the terms and conditions set out in the Tender Documents.

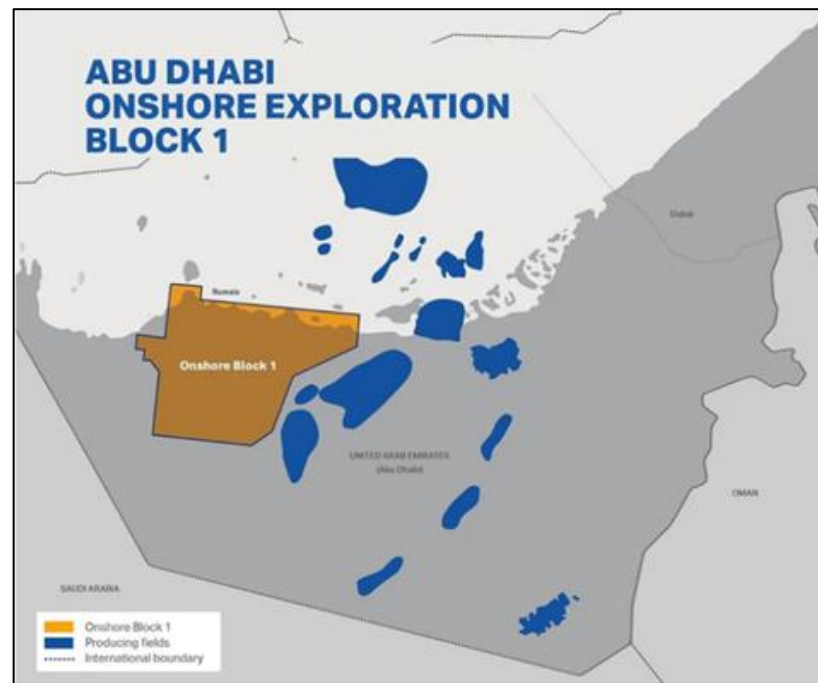


Figure 1 : Location of Onshore Block 1

Two (2) appraisal wells (Oil Producers) will be drilled and tested. It is targeted to commence drilling in Q4 of 2020, tentatively by late November 2020.

These two (2) appraisals wells will be to be tested after rig demobilization, through offline well testing operations by Q1 2021, tentatively starting in Feb 2021.

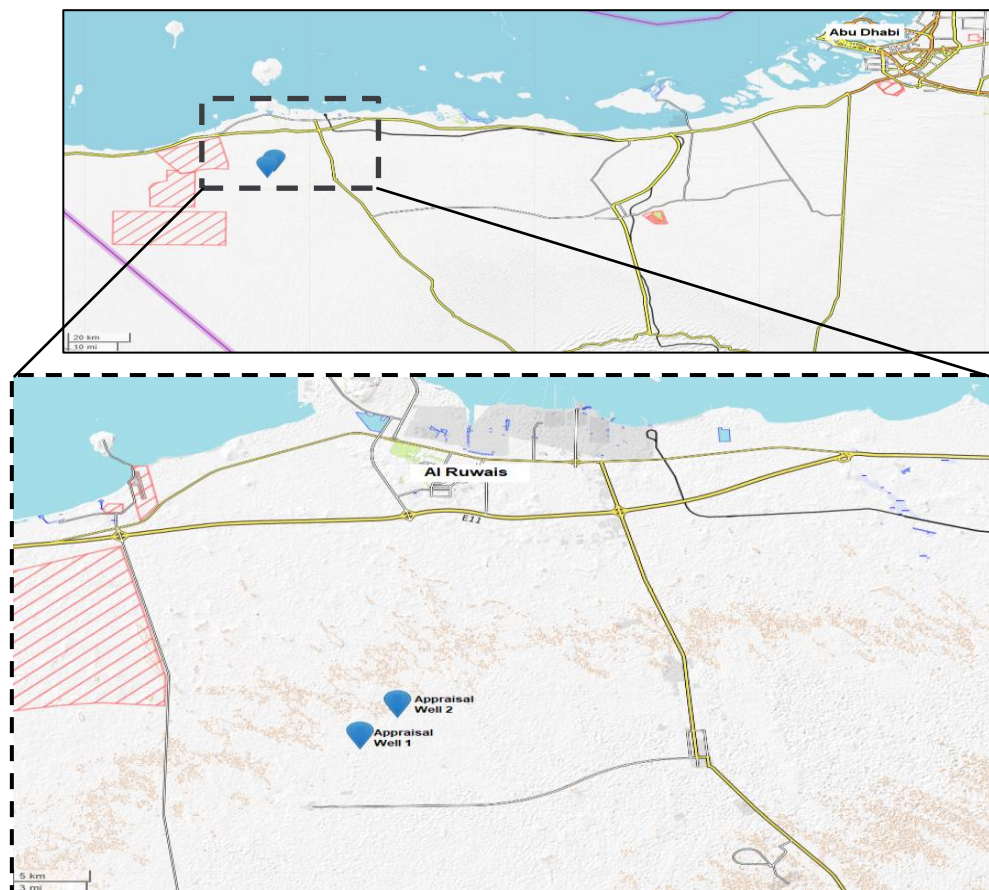
Surface Information / Location			
Well Name	Appraisal Well 1 (Ruwais-11)	License/Permit	Onshore Block 1
Well Type	Appraisal - Oil	Well Orientation	Vertical (0 deg)
State/Country	Abu Dhabi	Onshore/Offshore	Onshore
Latitude	23D 50M 9.9S N	Longitude	52D 35M 58.06S E
Easting	662903	Northing	2636998

Table 1 : RW-11 Surface Information

Surface Information / Location			
Well Name	Appraisal Well 2 (Ruwais-12)	License/Permit	Onshore Block 1
Well Type	Appraisal - Oil	Well Orientation	Vertical (0 deg)
State/Country	Abu Dhabi	Onshore/Offshore	Onshore
Latitude	23D 51M 51.57S N	Longitude	52D 37M 22.27S E
Easting	665250	Northing	2640153

Table 2 : RW-12 Surface Information

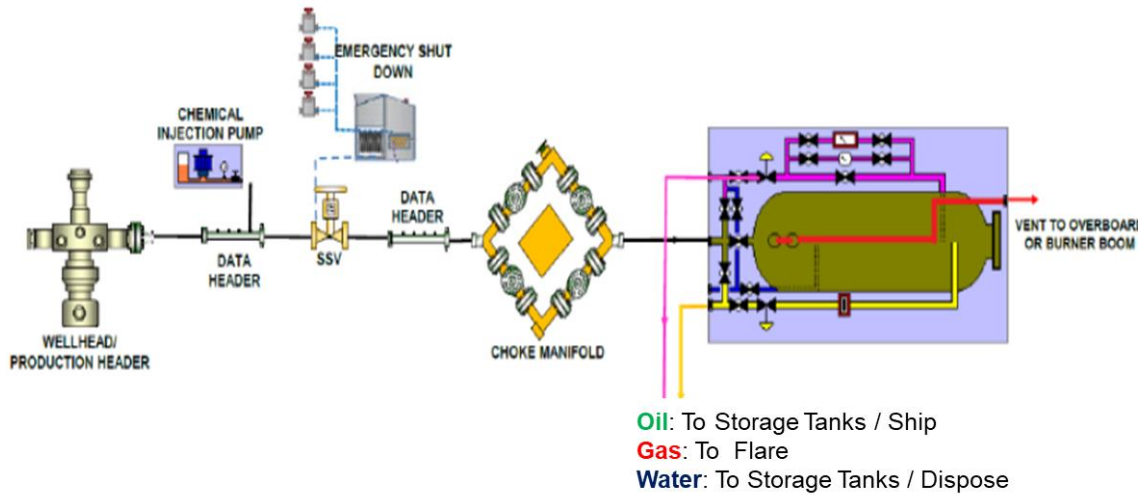
Below shown the tentative Google map location of RW-11 and RW-12 based on coordinates from Table 1 and 2.



1.2. General Information on Offline Well Testing Operations

Offline well testing operation is involving following activities

- Surface Well Testing: Covering well shut-in and flowing periods to well testing equipment
- Slickline: Run and pull downhole tools and memory gauges in the wellbore
- Coiled Tubing: Unload the well using Nitrogen pumping if required



1.3. Estimated Timeline of Offline Well Testing Operations

Well	Total Days
RW-11	+/- 70 (Depend on Actual Operations)
RW-12	

1.4. Well Site Prior to Rig Arrival



NOTE:

Required Mini Camp to be installed at the well site/ rig camp area (shown in the photo).



2.0 SCOPE OF WORK FOR LOGISTIC FACILITIES, EQUIPMENT & SERVICES

This specification covers logistics services requirements during offline (rigless) well testing operations to be utilized in connection with Company's two (2) Appraisal wells.

- CONTRACTOR is responsible for ensuring that the equipment, services, and personnel supplied meet the requirements referenced herein. Any deviations from these requirements shall be brought to the attention of COMPANY during the bidding process. Contractor shall provide Contractor's proper equipment, and associated services, suitable for Company's application.
- Contractor shall perform the scope of work and shall commence work in Feb 2021 or as instructed by Company. Contractor shall have all the required labour, supervision, management, equipment, tools, materials, and consumables to complete all the required scope till complete rigless well testing for 2 onshore wells.
- Contractor shall provide all required personnel, equipment, tools, pipe works, materials, cabling and consumables for installation, commissioning, and decommissioning of the minicamp
- Transportation (Mob, Demob and ILM), installation, commissioning, and decommissioning of the minicamp and all equipment and accessories is the responsibility of Contractor and shall be included in Mob/demob charges
- Contractor should have minimum 3 years' experience in logistics services with at least 1 onshore land rig or rigless logistics support history in the past 3 years. Contractor to attach the past work history together in the tender document.
- Contractor to have required valid licenses/permits (if required) from local authorities to carry out the full scope of work.
- Before bid submission, Bidder to have a visit to site for familiarization on the requirements.
- Bidder to bid considering following options which will be confirmed by the company prior to operations start.
 - One mob & one demob: The camp to be installed at a specific well site (RW-11 or RW-12)
 - Mob, Inner Location Movement, and demob: The camp to be shifted/transferred from first wellsite to the second wellsite after completing operations at first well.



2.1. Equipment Requirement

The items listed in this section will be available on wellsite location at all times of offline well testing operations during the term of this agreement.

- a. Contractor will have enough equipment and backup equipment in UAE to support the onshore land rigless well testing operations at any given time.
- b. Company will provide 72 hours' notice to mobilize the equipment and MiniCamp to wellsite (call out).
- c. Before being transported to the Company well site, equipment and tools provided by Contractor must be well maintained and inspected. Contractor to provide Company the inspection certifications prior mobilization.
- d. All equipment must remain in operating condition.
 - Contractor's work site personnel must be able to perform routine maintenance and repairs of the equipment at the work site and camp.
 - Contractor will keep a sufficient inventory of spare parts at the work site and ensure that timely technical support is available to put the equipment/facilities back into operation in the event of equipment failure.
- e. Company reserve the right to pick and choose any of the item in the list and to modify any or all of the quantities/volumes at sole discretion of Company and the charges to be as per line item specified in the Schedule# 1.
- f. The Equipment shall perform in accordance with manufacturer's specifications.
- g. Contractor to shall ensure their well site personnel certified with H2S training certificate

2.2. List of Required Equipment, Facilities and Services During Testing Operations

1. **Mobile Lifting Crane:**
 - Capacity of 70 or 80 Tons with certified two operators for continues 24 hr operations
2. **Forklift:**
 - Capacity of 10 Tons, with certified operator
3. **Diesel Supply & Storage Tank(s) for the Camp and Well Operations Consumption:**
 - Tanks come with all required pipe work, connections, accessorises and Spill & Drip Trays.
 - Bidder to define the diesel tank capacity in the bid document.
 - Bidder to ensure continuous diesel supply as operation needs.
 - For well operations: Estimated diesel consumption +/- 1500 Litre /day

4. **Basic Mini Field Camp** at wellsite to provide meals & living quarters for Personnel:

Minimum requirements: Refer to Section 2.4 for more details on the camp requirements Living quarters, skid mounted, with all amenities and meals for a total estimate of 30 personnel (UBPL company representatives and contractors).

All air conditioned as per desert temperatures.

Camp requirements include the following:

- Living Quarters for Maximum of six (6) Senior Personnel: Comes with double beds per room and no more than two (2) rooms sharing a bathroom.
- Living quarters, skid mounted, with all amenities: For a maximum of twenty-four (24) service personnel, with 4 beds per room and 2 /2 shared toilet/shower.
- Two double unit office at well site for Company & Contractor Representatives
- Mess / Pantry (minimum 20 ft), Catering and cleaning/laundry services, and bottled drinking water
- Adequate fire extinguishers and battery-operated smoke detectors at all cabins/offices
- Skid mounted Adequate Lighting System to enable 24x7 operations
- Sewage Treatment Plant Services including general waste management/disposal
- Periodic Basic Sanitisation facility for Personnel and Living Quarters
- Proper 4WD vehicle (i.e. Toyota Prado or Nissan Patrol) for desert road, with two drivers standby on the site (24 hours operations)
- Fresh Water Supply and Storage Tank(s) for the Camp consumption, comes with all required pipe work, connections and accessories
- Firefighting Equipment for camp & well testing operations:
 - Fire Alarm & Detection System for the camp and wellsite
 - Fire alarm panel
 - Power supply accessories (fire alarm batteries)
 - Detectors
 - Call points
 - Sounders and flashers
 - Fire Extinguishers for the camp
 - Minimum one at every cabin and office

NOTE:

In case required any additional rooms apart from what mentioned above, it will be the responsibility of the contractor to provide.



5. Medical Services

- Paramedic standby onsite (12hours a day)
- Ambulance with driver standby at location, tie up with local hospital/ emergency
- Paramedic Office/ Clinic Room Onsite (Detailed in section 2.5)

6. Basic necessary **Voice and Data Communication** system in the offices such as

- Telephone, Internet (for folks to plug their laptops in), rented or leased line, WIFI (Min 2MP/Sec data speed) & and portable printer
- Voice / data system is required for company representative office and well test contractor office in the two double unit office.

2.3. Personnel Requirement

1. Contractor will provide trained and experienced personnel to operate Contractor's equipment and perform services hereunder.
 - a. Contractor will provide all personal protective equipment and clothing required by Contractor, work site owner and/or Company safety policies.
 - b. Contractor will handle issuance of work permits, visas, etc. for Contractor's Personnel if needed.
2. Contractor personnel shall be on call out basis with 72 hours call out notice from Company.
3. Contractor personnel will comply with all regulatory requirements applicable to performance of the work and applicable to the job classification to which the personnel are assigned.
4. Contractor personnel assigned to work under this agreement must meet the following minimum experience and competency requirements.
5. For personnel working at the camp only, Contractor to build the cost on the rental charge of the camp

Position Title	Experience and Competency Requirements (Worksite Personnel)
Crane Operator	Total Two (2) Operators, inclusive in the daily charge of mobile crane. Minimum 5 years of total experience with at least three (3) years of experience at oil and gas field
Forklift Operator	One Operator- inclusive in the daily charge of forklift. Minimum 5 years of total experience with at least three (3) years of experience at oil and gas field
Rigger	One Operator Minimum 5 years of total experience with at least three (3) years of experience at oil and gas field
Security Guard	Total two Security Guard (Day and Night Shift) to stay in the Shack for Gate/security Keeper.

2.4. Basic Mini Field Camp Requirements

- **Camp Power Supply**

Main and backup generator sets to power the main camp, come with complete set of cables and all ancillary equipment required to distribute power to the various camp units.

Diesel supply for the camp and operations support is bidder responsibility.

- **Camp Sewage Treatment System**

Complete sewage treatment system including general waste management/disposal sized for a minimum 30-man camp as follows:

SEWAGE TREATMENT SERVICES	
No	Provision
1	Provision of Sewage Treatment Plants or tanks at campsite location (lumpsum for 30 pax) to treat domestic sewage in full compliance to local regulatory requirement. This shall include personnel requirement for operation and maintenance as required.
2	Mobilization and demobilization of the sewage treatment tank as required on call-out basis.
3	Collection, transportation and disposal of sewage treatment tank treated water in gatch road tanker (6 x 6) tanker from campsite to municipality approved area on call out basis.
4	Collection, transportation and disposal of sewage treatment tank sludge in gatch road tanker (6 x 6) from campsite to municipality approved area on out basis.

- **Living Unit:** Includes (Minimum quantities as follows)

○ A/C	1 ea/room
○ Double beds per room (Senior Personnel)	3 rooms
○ Four beds per room (Non-Senior Personnel)	6 rooms
○ Locker	2 ea/room
○ Clothes-hook	4 ea/room
○ Desk	1 ea/room
○ Chair	2 ea/room
○ Desk Lamp	1 ea/room
○ Clothes Cabinet	2 ea/room
○ Bedding	as required/room beds
○ Bedside lamp	as required/room beds
○ Toilet bowl	1 ea/room
○ Toilet/ Wash basin	1 ea/room
○ Basin table board	1 ea/room
○ Rinse shelf	1 ea/room
○ Mirror	1 ea/room
○ Shower	1 ea/room
○ Towel rack	1 ea/room
○ Soap box	1 ea/room

- | | |
|-----------------------------------|-----------|
| ○ Toilet paper rack | 1 ea/room |
| ○ Bath Heater | 1 ea/room |
| ○ Fire extinguisher | 1 ea/room |
| ○ Battery Operated Smoke detector | 1 ea/room |
| ○ Emergency lamp | 1 ea/room |
| ○ Exhaust fan | 1 ea/room |
| ○ Door | 2 ea/room |
| ○ Doormat | 2 ea/room |
| ○ TV | 1 ea/room |
- **Recreation Room /Tea break Room:** Includes (Minimum quantities as follows)

○ TV	1 ea
○ A/C	2 ea
○ Battery Operated Smoke detector	1 ea
○ Fire extinguisher	1 ea
○ Clothes-hook	4 ea
○ Emergency lamp	1 ea
○ Doormat	2 ea
○ Door	2 ea
○ Window curtain	2 ea
○ Chair	4 ea
○ Coffee Pot	2 ea
○ Sofa	2 ea
○ Tea Pot	2 ea
 - **Gym Room:** Includes (Minimum quantities as follows)

○ Gym Facilities	1 ea
○ Aerobic equipment	1 ea
○ Weight training equipment	1 ea
 - **Food Kitchen:** Includes (Minimum quantities as follows)

○ Water supply & drainage system	as required
○ A/C	2 ea
○ Emergency lamp	1 ea
○ Fire extinguisher	2 ea
○ Electric system	1 ea
○ Exhaust fan	2 ea
○ UV Light	1 ea
○ Refrigerator	1 ea
○ Freezer	1 ea
○ Fryer	1 ea
○ 4-burner electric range	2 ea
○ S.S worktable	2 ea
○ S.S sink	2 ea
○ S.S exhaust hood	1 ea
○ Seasoning table	1 ea
○ Electronic oven	1 ea
○ Hot water tank	1 ea
○ Griddle	1 ea
○ Meat grinder	1 ea
○ Egg beater	1 ea
○ Electric cooker	1 ea
○ Microwave oven	1 ea
○ Pressure cooker	1 ea
○ Shelf	1 ea

- Door 2 ea
- Doormat 2 ea
- **Dining Hall:** Includes (Minimum quantities as follows)
 - A/C 2 ea
 - Emergency lamp 1 ea
 - Fire extinguisher 2 ea
 - Battery Operated Smoke detector 1 ea
 - Dining table 1ea
 - Long chair 4 ea
 - Serving table 1 ea
 - Water dispenser 1 ea
 - Toilet/ Wash basin 1 ea
 - Basin table board 1 ea
 - Rinse shelf 1 ea
 - Mirror 1 ea
 - Ice maker 1 ea
 - 4-bain marie 1 ea
 - Sterilizer 1 ea
 - Cooler 1 ea
 - UV Light 1 ea
 - Exhaust fan 1 ea
 - Window curtain 2 ea
 - Door 2 ea
 - Doormat 2 ea
 - TV 1 ea
- **Laundry:** Includes (Minimum quantities as follows)
 - A/C 2 ea
 - Exhaust Fan 2 ea
 - Battery Operated Smoke detector 2 ea
 - Fire Extinguisher 2 ea
 - Emergency lamp 1 ea
 - Industrial Washing Machine 2 ea
 - Oven Dryer 1 ea
 - Auto-Washer 2 ea
 - Working table 1 ea
 - Cloth Rack 1 ea
 - Pipings & Hoses 1 lot
 - Door 2 ea
 - Doormat 2 ea
- **Public Toilet:** Includes (Minimum quantities as follows)
 - A/C 1 ea
 - Toilet bowl 1 ea
 - Shower 1 ea
 - Wash basin 1 ea
 - Bath Heater 1 ea
 - Locker 1 ea
 - Door 1 ea
 - Doormat 1 ea
 - Emergency lamp 1 ea
 - Exhaust fan 1 ea
 - Fire Extinguisher 1 ea
 - Battery Operated Smoke detector 1 ea



- **Potable Water Tank:** Includes (Minimum quantities as follows)
 - Water pump 1 ea
 - Water Purifier c/w Filtration devices 1 ea
 - Water supply & drainage system 1 ea

- **Clinic Room:** Includes (Minimum quantities as follows)
 - A/C 2 ea - 2 HP split type
 - Diagnostic Couch 1 ea
 - Clinic Light 1 ea
 - Work Desk 1 ea
 - Chair 1 ea
 - Drugs Cabinet 1 ea
 - First Aid Kit 1 ea
 - Medical Breathing Bottle 1 ea
 - Single bed 1 ea - (900x2000) mm
 - Bedding 1 ea
 - Clothes Cabinet 1 ea
 - Bedside lamp 1 ea
 - Toilet bowl 1 ea
 - Wash basin 1 ea
 - Basin table board 1 ea
 - Rinse shelf 1 ea
 - Mirror 1 ea
 - Shower 1 ea
 - Towel rack 1 ea
 - Soap box 1 ea
 - Toilet paper rack 1 ea
 - Bath Heater 1 ea
 - Exhaust fan 1 ea
 - Emergency lamp 1 ea
 - Fire extinguisher 1 ea - 3kg dry powder
 - Battery Operated Smoke detector 1 ea
 - Door 1 ea
 - Doormat 1 ea

- **Freezer /Cooling Store:** Includes (Minimum quantities as follows)
 - Battery Operated Smoke detector 1 ea
 - Fire Extinguisher 1 ea - 3kg dry powder
 - S.S Shelt 3 ea
 - Emergency lamp 2 ea
 - Freezer System 2 Set- 429L
 - Exhaust fan 1 ea
 - Door 1 ea
 - Doormat 1 ea

- **Meeting Room (Operations Meetings):** Includes (Minimum quantities as follows)
 - A/C 1 ea
 - Emergency Lamp 1 ea
 - Fire Extinguisher 1 ea
 - Battery Operated Smoke Detector 1 ea
 - Meeting Table 1 ea
 - Foldable Chair 3 ea
 - Computerized Projector 1 ea
 - Projector Screen 1 ea

- | | |
|---|------|
| ○ Microphone/Ear Set | 1 ea |
| ○ P/A Amplifier | 1 ea |
| ○ Led Tv Set | 1 ea |
| ○ Cups Cabinet | 1 ea |
| ○ Drink Water Heater Exhaust Fan | 1 ea |
| ○ Window Curtain | 1 ea |
| ○ Door | 1 ea |
| ○ Doormat | 1 ea |
|
 | |
| ● Office Room (Two Double Units): Includes (Minimum quantities as follows) | |
| ○ A/C | 2 ea |
| ○ Computers Desk | 1 ea |
| ○ Chair | 3 ea |
| ○ Desk Lamp | 1 ea |
| ○ Sofa | 1 ea |
| ○ Teapoy | 1 ea |
| ○ Refrigerator | 1 ea |
| ○ File Cabinet | 1 ea |
| ○ Toilet/ Wash basin | 1 ea |
| ○ Toilet bowl | 1 ea |
| ○ Basin table board | 1 ea |
| ○ Rinse shelf | 1 ea |
| ○ Mirror | 1 ea |
| ○ Towel rack | 1 ea |
| ○ Soap box | 1 ea |
| ○ Toilet paper rack | 1 ea |
| ○ Fire extinguisher | 1 ea |
| ○ Battery Operated Smoke detector | 1 ea |
| ○ Emergency lamp | 1 ea |
| ○ Exhaust fan | 1 ea |
| ○ Door | 2 ea |
| ○ Doormat | 2 ea |
| ○ Windsocks (in front of the office) | 2 ea |
|
 | |
| ● Security Shack for Gate Keeper & Camp Boss Office / Store: Includes | |
| ○ A/C | 1 ea |
| ○ Fire extinguisher | 1 ea |
| ○ Battery Operated Smoke detector | 1 ea |
| ○ Emergency lamp | 1 ea |
| ○ Exhaust fan | 1 ea |
| ○ Door | 1 ea |
| ○ Doormat | 1 ea |
| ○ Locker | 1 ea |
| ○ Window Curtain | 1 ea |
|
 | |
| ● Prayer Room Shack: Includes (Minimum quantities as follows) | |
| ○ A/C | 1 ea |
| ○ Praying mat | 1 ea |
| ○ Fire extinguisher | 1 ea |
| ○ Battery Operated Smoke detector | 1 ea |
| ○ Emergency lamp | 1 ea |
| ○ Exhaust fan | 1 ea |
| ○ Door | 1 ea |
| ○ Doormat | 1 ea |
| ○ Locker | 1 ea |



URAJ BHARAT PTE. LIMITED

Petrofac 

UNPRICED BID : Bidder to Put "Quoted" or "Not Quoted"

**Section - III Compensation Schedule / Schedule of Rates (SOR)
Provision of Logistic Facilities, Equipment & Services During Rigless Well Testing
Operations**

UN PRICE BID

PREAMBLE

1. All rates shall be quoted in United States Dollars (US\$)
2. All rates are considered complete in respect of the Services, equipment and material and no extras will be considered unless they are deemed extra to the Services.
3. Price quoted must remain firm and fixed for the duration of the Contract and is not subject to variation on any account.
4. In case any activity though specifically not covered under Compensation Schedule descriptions but the same is covered under the Conditions of Contract, Technical Specifications, Drawings, Scope of Work and other contents of tender Document, no extra claim on this account shall be entertained, since Compensation Schedule is to be read in conjunction with all other documents forming part of the Contract.
5. The cost of any item where the price is left blank shall be deemed included elsewhere.
6. Prices for Services are inclusive of all taxes, duties, levies etc. except VAT. VAT shall be paid by UBPL on actual in invoice.
7. Prices for Supply/Consumable items shall be inclusive of all applicable taxes, levies, and all charges against packaging, shipping, carriage, insurance and delivery up to the required location or delivery point at Abu Dhabi, but exclusive of VAT. VAT shall be paid by UBPL on actual in invoice.
8. Quantities mentioned in the Compensation Schedule are indicative and are only for the purpose of evaluation of the lowest (L1) bid. Actual quantities can vary depending upon drilling operations. Accordingly, payment would be due and considered for actual quantities consumed/operated/ utilized.
9. **Section-III (Compensation Schedule) of Techno-Commercial Bid (Part-I) and Price Bid (Part-II) shall be same except the Prices which shall be made available only in Part-II. Bidder to mention "Quoted" in Part-I against the Items mentioned in Section-III.**
10. Bidder shall quote/ fill the rate in round figure (without any figure in decimal).
11. Price Bid shall be considered in the specified format only. Any change in the format may result in summary rejection of the offer without any reference whatsoever to the bidder.
12. Bidder is not permitted to put any conditions / deviations in the Schedule of Rates. Any conditions / deviations indicated in the Price Bid shall not be considered and shall be treated as null and void.
13. Bidder must fill rates and desired info in Blue Highlighted Cell

Signature of the Bidder

Compensation Schedule / Schedule of Rates (SOR)
Provision of Logistic Facilities, Equipment & Services During Rigless Well Testing Operations
All prices are in USD
Bidder to input only Quoted or Not Quoted



UNPRICED BID

	Description	Estimated Quantity (A)	Unit Item	Mob (B)	Interlocation Mob (ILM) (C)	DeMob (D)	Estimated No. of Months (E)	Mobilisation Charges (F)	Demobilisation Charges (G)	Interlocation Mobilisation Charges (ILM) (H)	Monthly Charge / Unit Item (USD) (I)	Total Charges (USD) (J = A*E*I + A*(B*F+C*H+D*G))
A	Equipment							USD	USD	USD	USD	USD
1	Mobile Lifting Crane (70 or 80 Tons) & Two Crane Operators	1	Each	1	1	1	2.5					
2	Forklift (10 Tons) & One Operator	1	Each	1	1	1	2.5					
3	Basic Mini field Camp, Inclusive of the diesel fuel for camp and all requirements mentioned in the Scope Of Work Section 2.2 (Point#4) with details in Section 2.4	1	Set	1	1	1	2.5					
4	Fuel Diesel Storage Tank for Camp and Operations Consumption (400 or 500 bbls Capacity)	2	Each	NA	NA	NA	2.5	NA	NA	NA		
5	Medical Services as mentioned in the Scope Of Work Section 2.2 (Point#5)	1	Set	1	1	1	2.5					
6	Basic necessary voice and data communication system	1	Set	NA	NA	NA	2.5	NA	NA	NA		

B Handling charges for Fuel Diesel						
No.	Description	Unit	Estimated Quantity (A)	Fuel Charges per litre	Handling charges per Litre (B)	Total Charges (US\$) (C = A*B)
1	Fuel Diesel Supply for well testing Operations Consumption shall be provided by the bidder on actuals + handling charges. Bidder to quote the handling charges here.	Litre	112500	On actuals		-

C Extra Accomodation					
No.	Description	Unit	Estimated N. of Days (A)	Per Day Charges (USD) (B)	Total Charges (US\$) (C = A*B)
1	Extra Accomodation including food/laundry in a senior/ single room (in case of excess of 30 onsite personnel) NOTE: Cost is per day for one person	day	120		-

D Personnel						
No.	Description	No. of personnel (A)	Unit of Measure	No. of Months (B)	Monthly Charges (USD) (C)	Total Charges (US\$) (D= A*B*C)
1	Security Guard	2	pax	2.5		-
2	Rigger	1	pax	2.5		-

Total USD	-
Total USD including VAT	-

Notes:											
1	The cost of fuel diesel required for Camp and other equipment as per the Scope of Work is to be included in the above quoted rates.										
2	Company would require the fuel diesel supply for the testing operations. Bidder shall provide the fuel diesel at actual cost + handling fee quoted in the above table. The estimated daily consumption for the operation is 1500 Litre / day.										

PART II

PRICE BID

**Section - III Compensation Schedule / Schedule of Rates (SOR)
Provision of Logistic Facilities, Equipment & Services During Rigless Well Testing
Operations**

PRICE BID

PREAMBLE

1. All rates shall be quoted in United States Dollars (US\$)
2. All rates are considered complete in respect of the Services, equipment and material and no extras will be considered unless they are deemed extra to the Services.
3. Price quoted must remain firm and fixed for the duration of the Contract and is not subject to variation on any account.
4. In case any activity though specifically not covered under Compensation Schedule descriptions but the same is covered under the Conditions of Contract, Technical Specifications, Drawings, Scope of Work and other contents of tender Document, no extra claim on this account shall be entertained, since Compensation Schedule is to be read in conjunction with all other documents forming part of the Contract.
5. The cost of any item where the price is left blank shall be deemed included elsewhere.
6. Prices for Services are inclusive of all taxes, duties, levies etc. except VAT. VAT shall be paid by UBPL on actual in invoice.
7. Prices for Supply/Consumable items shall be inclusive of all applicable taxes, levies, and all charges against packaging, shipping, carriage, insurance and delivery up to the required location or delivery point at Abu Dhabi, but exclusive of VAT. VAT shall be paid by UBPL on actual in invoice.
8. Quantities mentioned in the Compensation Schedule are indicative and are only for the purpose of evaluation of the lowest (L1) bid. Actual quantities can vary depending upon drilling operations. Accordingly, payment would be due and considered for actual quantities consumed/operated/ utilized.
9. **Section-III (Compensation Schedule) of Techno-Commercial Bid (Part-I) and Price Bid (Part-II) shall be same except the Prices which shall be made available only in Part-II. Bidder to mention "Quoted" in Part-I against the Items mentioned in Section-III.**
10. Bidder shall quote/ fill the rate in round figure (without any figure in decimal).
11. Price Bid shall be considered in the specified format only. Any change in the format may result in summary rejection of the offer without any reference whatsoever to the bidder.
12. Bidder is not permitted to put any conditions / deviations in the Schedule of Rates. Any conditions / deviations indicated in the Price Bid shall not be considered and shall be treated as null and void.
13. Bidder must fill rates and desired info in Blue Highlighted Cell

Signature of the Bidder

**Compensation Schedule / Schedule of Rates (SOR)
Provision of Logistic Facilities, Equipment & Services During Rigless Well Testing Operations**

All prices are in USD

Bidder to input the prices in blue cells only



PRICE BID

	Description	Estimated Quantity (A)	Unit Item	Mob (B)	Interlocation Mob (ILM) (C)	DeMob (D)	Estimated No. of Months (E)	Mobilisation Charges (F)	Demobilisation Charges (G)	Interlocation Mobilisation (ILM) Charges (H)	Monthly Charge / Unit Item (USD) (I)	Total Charges (USD) (J = A*E*I + A*(B*F+C*H+D*G))
A	Equipment							USD	USD	USD	USD	USD
1	Mobile Lifting Crane (70 or 80 Tons) & Two Crane Operators	1	Each	1	1	1	2.5					\$ -
2	Forklift (10 Tons) & One Operator	1	Each	1	1	1	2.5					\$ -
3	Basic Mini field Camp, Inclusive of the diesel fuel for camp and all requirements mentioned in the Scope Of Work Section 2.2 (Point#4) with details in Section 2.4	1	Set	1	1	1	2.5					\$ -
4	Fuel Diesel Storage Tank for Camp and Operations Consumption (400 or 500 bbls Capacity)	2	Each	NA	NA	NA	2.5	NA	NA	NA		\$ -
5	Medical Services as mentioned in the Scope Of Work Section 2.2 (Point#5)	1	Set	1	1	1	2.5					\$ -
6	Basic necessary voice and data communication system	1	Set	NA	NA	NA	2.5	NA	NA	NA		\$ -

B Handling charges for Fuel Diesel						
No.	Description	Unit	Estimated Quantity (A)	Fuel Charges per litre	Handling charges per Litre (B)	Total Charges (US\$) (C = A*B)
1	Fuel Diesel Supply for well testing Operations Consumption shall be provided by the bidder on actuals + handling charges. Bidder to quote the handling charges here.	Litre	112500	On actuals		-

C Extra Accomodation					
No.	Description	Unit	Estimated N. of Days (A)	Per Day Charges (USD) (B)	Total Charges (US\$) (C = A*B)
1	Extra Accomodation including food/laundry in a senior/ single room (in case of excess of 30 onsite personnel) NOTE: Cost is per day for one person	day	120		-

D Personnel						
No.	Description	No. of personnel (A)	Unit of Measure	No. of Months (B)	Monthly Charges (USD) (C)	Total Charges (US\$) (D= A*B*C)
1	Security Guard	2	pax	2.5		-
2	Rigger	1	pax	2.5		-

Total USD	-
Total USD including VAT	-

Notes:

1	The cost of fuel diesel required for Camp and other equipment as per the Scope of Work is to be included in the above quoted rates.
2	Company would require the fuel diesel supply for the testing operations. Bidder shall provide the fuel diesel at actual cost + handling fee quoted in the above table. The estimated daily consumption for the operation is 1500 Litre / day.