

**URJA BHARAT PTE LTD**

**TENDER DOCUMENT**

**FOR**

**HIRING SERVICES FOR PROJECT**  
**MANAGEMENT CONSULTANT FOR**  
**EXPLORATION BLOCK IN UAE**

**TENDER NO: UBPL/PMC/2019-20/01**

**PART I**  
**(TECHNO-COMMERCIAL)**

**Office No. 254, Al Bateen Tower C6**  
**Bainunah, Street 34**  
**ADIB Building**  
**Abu Dhabi, UAE.**

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# **NOTICE INVITING TENDER**

Date: 16.12.2019

**SUBJECT: HIRING SERVICES FOR PROJECT MANAGEMENT  
CONSULTANT FOR EXPLORATION BLOCK IN UAE**

**Tender No.: UBPL/PMC/2019-20/01**

## **1. INTRODUCTION**

- 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), the Singapore WoS of BPRL and UBPL respectively. UBPL has been awarded an exploration concession for an onshore block in UAE wherein two existing discoveries are also to be appraised with exploration programme.
- ii) UBPL intends to appoint an experienced Project Management Consultant (PMC) firm of international repute to meet the schedule of drilling commencement by Q 2020. PMC shall carry out all detailed activities from well design, engineering, planning, procurement of services & materials, well site supervision etc. as defined in detail in the Scope of Work of this tender.
- iii) For this purpose, UBPL solicits your offer under Single Stage, Two Bid System (Part-I: Techno-commercial Part & Part-II: Price Part) for carrying out services as a PMC for the block awarded to UBPL as per scope of work detailed in this tender document.

## **2. BIDDER'S QUALIFICATION CRITERIA (BQC)**

### **2.1 Experience Criteria**

- i) The bidder should have executed and successfully completed similar work of Drilling project management each at least in three different countries in the last five years.
- ii) Additionally, bidders should also meet either of the following experience criteria in last five years to be counted prior to bid closing date:
  - (a) One completed work costing not less than the amount equal to USD 2 million
  - OR
  - (b) Two completed works each costing not less than the amount equal to USD 1.6 million.
  - OR

(c) Three completed works each costing not less than the amount equal to USD 1.2 million.

- iii) "Similar Work" shall mean drilling project management services which includes well design, preparation of tender documents, floating of tenders for drilling services and materials, evaluation of bids and supply of project personnel during well drilling and testing operations.
- iv) Consortium / Group companies / MOU tie up are not allowed to participate in this tender. However, bidder is allowed to participate in the tender by using the credentials of parent/holding/subsidiary/sister concerns. In case the bidder submits the bid based on parent / holding / subsidiary / sister concerns credentials, such parent / holding/ subsidiary / sister company has to provide performance guarantee to guarantee the performance of the contract by the bidder in their letterhead till the completion of the job in all respects by authorized person of the company.

2.2 Bidder should have a functional office set-up in UAE and shall furnish the address and details for the same along with documentary proof before opening of the price bid of this tender, failing which, their bid shall be liable to be rejected.

### **2.3 Financial Criteria**

- i) Annual turnover of the bidder should be equal to or more than USD 600,000.00 (US Dollars Six Hundred Thousand only) in any of the last three (3) preceding financial years (2018-19, 2017-18, 2016-17) or calendar years (2018,2017,2016).
- ii) The vendor's net worth should be positive as per the audited balance sheet of the latest accounting year.

### **3. Supporting Documents Required**

Following supporting documents have to be submitted by bidder against BQC:

- 3.1 For BQC as per clause 2.1, copy of Work Order / Letter of Acceptance / Contract Agreement and relevant Work Completion certificate against the above work order or Contract. The Work Order/ Completion Certificate must include Scope of Work.
- 3.2 For BQC as per clause 2.2, an audited balance sheet and profit & loss account or annual report published in public domain of the bidder is required to be submitted.
- 3.3 In case of bidders who cannot submit audited financial statement due to non-requirement of such documents in respective countries, CEO/ CFO's certificate in original from the company or from the parent company (in case bidder is a subsidiary) stating the turnover of the bidding entity along with a declaration that the bidding company is not in a position to submit its financial statement as per the local/ internal regulation (clearly specifying the applicable regulation) with an endorsement by Chartered Accountant / Statutory Auditor/ Certified

Public Accountant (not being an employee or a Director or not having any interest in the bidder(s) company/ firm) may be submitted. Wherever Chartered Accountant/ Statutory Auditor/ Certified Public Accountant (not being an employee or a Director or not having any interest in the bidder(s) company/ firm) is not in a position to endorse such CEO/ CFO's certificate due to local regulations, CEO/ CFO's certificate in original without endorsement may be submitted, provided a reference of the local regulation restricting this endorsement is given in the CEO/ CFO certificate.

- 3.4 **Note:** Any tie-up arrangement or MOU or bi-lateral agreement with third party will not be considered. Further, bidder may submit bid based on the financial credentials of Parent /holding company. In case the bidder submits the bid based on Parent/holding Company has to provide performance guarantee to guarantee the performance of the contract by the bidder in their letterhead till the completion of the job in all respects by authorized person of the company. Bidder has to justify the reason for not having its own financial credentials as per the tender conditions.

#### 4. GENERAL

- 4.1 Experience of only the bidding entity shall be considered. In-house work experience (where for the past experience referred for qualification, the bidder and the owner belonging to the same Organization) shall not be considered as valid experience for the purpose of qualification.
- 4.2 Only deployment of personnel of bidder at premises of client shall not be considered as technical experience.
- 4.3 Bids from a Joint Venture/ Consortium shall not be accepted.
- 4.4 In case a bidder submits any of the supporting documents in any language other than English, then it will be the responsibility of such bidder to also provide the English translation copy of the same duly certified, stamped and certified by their Local Chamber of Commerce/ Public Notary.
- 4.5 Submission of authentic documents is the prime responsibility of the bidder. Wherever UBPL has concern or apprehension regarding the authenticity/ correctness of any document, UBPL reserves the right of getting the documents cross verified from the document issuing authority.
- 4.6 UBPL shall not be responsible for any expense incurred by Bidders in connection with the preparation & submission of their bids, site visit and other expenses incurred during bidding process.
- 4.7 Any bidder who has received or downloaded the tender document shall not construe the same as his qualification for the tendered work.
- 4.8 UBPL reserves the right to assess Bidder's capability and capacity to execute the work using in-house information and by taking into account other aspects such as concurrent commitments and past performance.
- 4.9 UBPL reserves the right to reject any of the bids received if any of the information produced is found to be incorrect / false.
- 4.10 Bids are to be submitted in two bid system only to the secure emails as defined

in the Instructions to Bidders. Bids submitted through Hard Copy/Fax/ E-mail shall not be accepted.

- 4.11 At any time prior to the deadline for submission of bids, UBPL may for any reason, whether at its own initiative or in response to a clarification requested by a bidder, modify the Tender Document by amendment. The amendments will be notified through the same mode as publication of tender and will be binding on all bidders.
- 4.12 UBPL reserves the right of annulment of tender without assigning any reasons whatsoever.
- 4.13 Bidder submitting their bid should not be under liquidation, court receivership or similar proceedings or be under dispute with any other company.
- 4.14 UBPL reserves the right to reject any or all bids without assigning any reason.
- 4.15 All bids should be typewritten in English.
5. Some salient points of the tender are highlighted below:

a.	Type of Tender	Single Stage, Two Bid System
b.	Bid Issue Date	On 17.12.2019
c.	Bid Download	Tender shall be downloaded from the following link: <a href="https://iocl.com/Talktous/SupplierNotices.aspx">https://iocl.com/Talktous/SupplierNotices.aspx</a>
d.	Pre-bid Meeting	To be conducted telephonically on one of the following two slots: <ul style="list-style-type: none"> <li>• From 0930 hrs UAE Time on 23.12.2019</li> <li>• From 1330 hrs UAE Time on 23.12.2019</li> </ul>
e.	Bid Submission	Soft Copy in .pdf format only to secure email id: <ul style="list-style-type: none"> <li>i) Submit Techno-commercial (Un-priced Part) Bid to the email address <a href="mailto:enptender1@indianoil.in">enptender1@indianoil.in</a></li> <li>ii) Submit Price Part to the email address <a href="mailto:enptender2@indianoil.in">enptender2@indianoil.in</a></li> </ul>
f.	Last Date of Bid Submission	Up to 1330 hrs UAE Time on 31.12.2019 (i.e. 14 days from the day of issue of tender)
g.	Techno-commercial Bid Opening	After 1400 hrs UAE Time on 31.12.2019
h.	Earnest Money Deposit (EMD)	Exempted

i.	Bid Validity	Four Months from the last date of Submission of bids
j.	Date of Opening of Price bid	To be intimated to techno-commercially acceptable bidders after completion of evaluation.
k.	Contact Details	<p>Designation: <b>Chief Technical Officer</b>  Email: <a href="mailto:spankaj@indianoil.in">spankaj@indianoil.in</a>  Ph: +91-9811302062</p> <p><u>Address:</u>  M/s Urja Bharat Pte Ltd, Office No. 254, Al Bateen Tower C6, Bainunah, Street 34, ADIB Building, Abu Dhabi.</p>

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**INSTRUCTIONS TO BIDDERS (ITB)**

**1. BID VALIDITY**

- i) Bid shall remain valid for a minimum period of four (4) months from the last date of submission of Bid. During the above period, bidders shall not be entitled to revoke or cancel their Bid or to vary the Bid given or any term thereof without written consent of UBPL. In case, bidders are revoking or cancelling their Bid or varying any terms in regard thereof without the written consent of UBPL, UBPL shall forfeit EMD (if any) and reject their bids. Such Bidder also may be put on Holiday list.
- ii) UBPL may request the bidders for extension of the period of validity of bid. Bidders may refuse the request of extension of bid validity without forfeiting his EMD (if any). However, bidders agreeing to the request for extension of validity of bid shall not be permitted to modify the bid because of extension, unless specifically invited to do so.
- iii) In case of submission of revised priced bid / price implication, the validity of bid shall remain valid for four (4) months from the date of submission of last price bid.

**2. EARNEST MONEY DEPOSIT (EMD): Exempted.**

**3. BID DOCUMENTS**

- i) Bidder shall bear all costs associated with the preparation and submission of bid. UBPL, hereinafter also referred to as 'Company', will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.
- ii) Amendment of Bid Documents or extension of the deadline for bid submission:  
At any time prior to the deadline for submission of bids, the Company may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the Bid Documents through issuance of an Addendum or extend the deadline for bid submission.

**4. SIGNING OF BID**

The bid shall contain the name, residence and place of business of the person(s) making offer to the tender and shall be signed by the bidder. The person signing the tender shall state his capacity, besides making it explicit as to the source of his ability to contractually bind the bidder. Partnership firms shall furnish the full name of all partners in their bid and shall also annex a copy of the Partnership Deed along with their bid. The power of attorney or authorization or other document constituting adequate proof of the ability of the signatory to bind the bidder shall be annexed to the offer. UBPL may reject

outright any bid unsupported by adequate proof of the signatory's authority.

## 5. CURRENCIES OF BID

- i) Bidders are required to quote firm prices.
- ii) All prices shall be in US Dollars (US\$) only.

## 6. BID SUBMISSION

- iii) Bidder shall submit their quote in two parts: Part-1: Techno-commercial (Un-priced Part) and Part-2: Price Bid.
- iv) The bidder has to submit their quote / bid in soft copy (.pdf format) only to the secure email addresses specified below:
- v) **Part-1:** Submit Techno-commercial (**Un-priced Part**) Bid to the email address [enptender1@indianoil.in](mailto:enptender1@indianoil.in)
- vi) **Part-2:** Submit **Price Part** to the email address [enptender2@indianoil.in](mailto:enptender2@indianoil.in)
- vii) Both Techno-commercial & Price Bids are to be submitted at the same time. However initially only the Techno-commercial Bid shall be opened.
- viii) Price bids of only those bidders who are found techno-commercially acceptable shall be opened.
- ix) Bid shall be submitted along with all information requested or to be provided / appended thereto. The bid shall be submitted strictly in accordance with the documents accompanying this RFQ, within the Closing Date and Time stipulated.
- x) Bidders are advised to restrict the size of attachment in their email to 5 MB to avoid any technical glitches. In case the attachments are >5 MB due to unavoidable circumstances, the bidder shall submit their offer in two emails, with the subject line of each email clearly defining it as Part-1, Part-2 etc.
- xi) Bids must be received before the time limit specified in the NIT. All bids received after prescribed date and time shall be ignored and are liable to be rejected.

## 7. PRE-BID CONFERENCE

- i) Pre-bid conference shall be held through tele-conference on any one of the following slots:
  - From 0930 hrs UAE Time on 23.12.2019
  - From 1330 hrs UAE Time on 23.12.2019
- ii) In case a Bidder wishes to raise any pre-bid query / clarification, they are required to submit the same to the contact details provided in Notice Inviting Tenders clause 5 (k), at least one day prior to the pre-bid conference.
- iii) Dial-in details to participate in the pre-bid conference along with time slot shall be provided at the time of confirmation to participate.

## **8. COMPLIANCE TO BID REQUIREMENT**

- i) UBPL expect Bidder's compliance to requirement of Bidding Document without any deviation and submit substantially responsive bid. In any case, no exception or deviation shall be accepted to the following critical stipulations of Bidding Document and bids containing deviations/ exceptions to these shall be liable to be rejected:
  - a) Time Schedule
  - b) Bid Validity
  - c) Termination of Contract
  - d) Security Deposit
  - e) Price discount due to delay in works
  - f) Arbitration
  - g) Suspension of work
- ii) Exceptions / Deviations on other clauses, if unavoidable, should be discussed, during the pre-bid conference and shall be closed prior to bid submission itself.
- iii) Since this is an urgent job and is to be commenced in a very short span of time, this will be treated as a no-deviation tender. Any deviations to tender document submitted along with the bid shall not be considered and bids with deviations are liable to be rejected.
- iv) If any exception/ deviation discussed during pre-bid conference are acceptable to UBPL, the same shall be issued to all bidders through an amendment. All other deviations / exceptions, not incorporated in amendment, shall be withdrawn by Bidders failing which offer of such Bidders shall not be acceptable.
- v) In case a Bidder takes any further deviations while submitting a revised price bid / price implication (if any), his bid shall be rejected outright without any reference. In case any deviations are found in the revised price bid / price implication, the Bidder is also liable to be placed on holiday list for future tenders.

## **9. DOCUMENTS TO BE SUBMITTED**

- i) **PART -1, TECHNO- COMMERCIAL PART**
  - a) Documents in support of BQC as per NIT
  - b) Technical Bid as per SOW
  - c) Un-priced price part indicating "quoted" against each item.
  - d) Duly filled appendices to Tender, signed and stamped
  - e) Certificate of Incorporation
  - f) Power of Attorney
  - g) Any other information required as per the tender document
  - h) Proof of local office in UAE

ii) **PART- 2, PRICE PART**

a) Price Bid: BOQ as per format duly filled in.

**10. MODIFICATION OF BIDS**

The Bidder may modify its bid after bid submission, provided that the modification is done prior to the last date and time of bid submission. However, If a bidder purports or attempts to withdraw, modify, correct or alter his bid in any manner after bid opening and within bid validity period without written consent of UBPL, and without prejudice to any other rights of action or remedy available to UBPL, UBPL may reject the bid and/or forfeit/encash the EMD furnished by the bidder in order to compensate the UBPL for the expenses incurred by it in considering the bid (as a pre-estimate and not by way of penalty) and take action for putting the bidder/tenderer on holiday list for such period as UBPL considers in this behalf to be warranted and/or remove the bidder/tenderer from any approved list of vendors/Contractors.

**11. TECHNO- COMMERCIAL BID OPENING**

The Techno-Commercial Bid shall be opened on the date and time as specified in the NIT. The tenderer or his authorized representative may be present at the time of opening. However, a letter must be presented by the authorized representative of the tenderer, without which he may not be allowed to attend the opening of un-priced / techno-commercial tenders.

**12. CLARIFICATION OF BIDS**

UBPL, if necessary, will obtain clarifications on the Bid by requesting for such information / clarifications from any or all Bidders, either in writing, through email or through personal contact. All responses shall be in writing, and no change in the price or substance of the bid shall be permitted unless specifically sought by UBPL. After submission of bid, if asked for, Bidder shall submit all additional documents required for bid evaluation.

**13. OPENING OF PRICE BID**

Price Bid of only those Bidders whose offers are considered techno-commercially acceptable shall be opened. Techno-Commercially acceptable Bidders shall be informed about the date of price bid opening upon completion of techno-commercial evaluation. The tenderer or his authorized representative may be present at the time of opening. However, a letter must be presented by the authorized representative of the tenderer, without which he may not be allowed to attend the opening of price bid.

#### **14. PRICE BID EVALUATION CRITERIA**

- i) Bids shall be evaluated on all-in cost basis, i.e. inclusive of withholding tax & VAT/GST (including under reverse charge mechanism) on Table-A and Table-B of the Schedule of Rates taken together. Job shall be awarded to the bidder with lowest all-in cost amount after evaluation.
- ii) Prices may be loaded for retained terms and conditions as per UBPL norms.
- iii) In case of tie between two or more bidders for L1 position, all the L1 bidders shall be asked to submit discount over previous quoted rate in a sealed envelope.
- iv) Negotiations will not be conducted with the bidders as a matter of routine. However, UBPL reserves the right to conduct negotiation.
- v) Discrepancies

If a discrepancy is found between the rates given in words and figures for an amount shown in the tender / bid, the following procedure shall be applied.

  - a) When there is a difference between the rates in figures and words, the rate which corresponds to the amount worked out by the tenderer shall be taken as correct.
  - b) When the rate quoted by the bidder in figures and words tallies but the amount is incorrect, the rate quoted by the bidder shall be taken as correct.
  - c) When it is not possible to ascertain the correct rate in the manner prescribed above the rate as quoted in words shall be adopted.
- vi) Arithmetical Errors
  - a) Arithmetical errors in the bid/tender, for the evaluation of bids and for determining the bid amount shall be corrected as follows:
  - b) Unit rates quoted shall be applied to the quantities mentioned in the Schedule of Rates and the total of the line items so calculated shall be deemed to be the rate quoted, notwithstanding that the total of the line items as quoted shall be different either by increase or reduction from the total so arrived at.
  - c) The total of all line items determined in accordance with (a) above shall be arrived at and shall be deemed to be the rate quoted notwithstanding that the total indicated in the Priced Bid is different from such total, whether more or less than such total.
  - d) Any item of the Schedule of Rates against which no sum, price or rate is entered shall be deemed to be covered by other sums, prices or rates entered elsewhere and shall be to the Bidder's account.

#### **15. CANVASSING**

Canvassing in connection with tenders is strictly prohibited and the tenders submitted by the tenderers who resort to canvassing shall be liable to rejection. UBPL reserves the right to cancel all or part of tender without assigning any reason whatsoever.

**16. LIMITATION OF LIABILITY**

Notwithstanding any provisions contained in this contract to the contrary, aggregate Liability of vendor under the contract, tort, law or otherwise shall not exceed Hundred percent (100%) of the total contract price.

-----XXXXXXXXXXXX-----

## DETAILS IN SUPPORT OF BQC

## 1. Experience

No.	Client Name	Date of completion	Region of Study	Project Title	Project Brief	Value of Work executed	Work Order / Completion Certificate reference

## 2. Annual Turnover during preceding three financial years (2018-19, 2017-18, 2016-17) or calendar years (2018,2017,2016).

Particular	F.Y. 2018-19 / C.Y. 2018	F.Y. 17-18/ C.Y. 2017	F.Y. 2016-17/ C.Y. 2016
Annual Turnover			

## 3. Details of office set-up in UAE

Address:

No. of Personnel:

**Experience and Qualification of personnel proposed by consultant as on date:**

Sl. No.	Domain	Name	Qualification	Experience in Years	Experience in similar jobs
1					
2					
3					
4					
5					
6					
7					

Note: Detailed CVs of proposed personnel to be provided.

**COMPANY DETAILS, REGISTRATION, POWER OF ATTORNEY ETC**

Bidder is required to fill up all details without leaving any blanks and submit the required documents along with the technical bid.

1	Full Legal Name of Bidder's Company	
	Country of Registration	
	Registered Office Address	
	Telephone Number	
	Fax Number	
	E-Mail Address	
<b>QUOTING OFFICE</b>		
2	Postal Address	
	Telephone Number	
	Tele-Fax Number	
	Contact Person Name: Designation E-Mail Address: Mobile Number :	
<b>CONTACT PERSON AT DELHI NCR, IF ANY</b>		
	Postal Address	
	Telephone Number	
	Tele-Fax Number	
	Contact Person Name: Designation E-Mail Address: Mobile Number :	

Power of Attorney for signing of Tender and Contact Details		
4	Name	
	Title	
	Telephone Number	
	Fax Number	
	E-Mail Address	
	Address	

**SIGNATURE OF BIDDER:**

**NAME OF BIDDER:**

**COMPANY SEAL:**

**LETTER OF WAIVER  
(To be submitted on Company’s letterhead)**

Date:

Tender No.:

We M/s. ...., hereby agree to fully comply with, abide by and accept without variation, deviation or reservation all technical, commercial and other conditions whatsoever of the Bidding documents and all Addenda / Corrigenda / Amendments issued by M/s. UBPL.

We further hereby waive, withdraw and abandon any and all deviations, variations, objections or reservations whatsoever hereto set out, given or indicated in our offer, clarifications, correspondence, communications or otherwise with a view that the final price bid submitted may be treated to confirm in all respects, with the terms and conditions of the said Bidding documents including all Addenda / Corrigenda / amendments.

We further hereby confirm that the currencies of price in the price bid are as per the provisions of the Bidding documents and there is no deviation to the provisions in the final price bid.

**SIGNATURE OF BIDDER:**

**NAME OF BIDDER:**

**COMPANY SEAL:**

**FORMAT FOR BIDDER BANK DETAILS**

Bidder to submit required bank details for remittance of payment.

**DECLARATION BY THE BIDDER REGARDING RELATION TO UBPL DIRECTORS**

We certify that to the best of my/our knowledge:

- (i) I am not a relative of any Director of UBPL;
- (ii) We are not a firm in which a Director of UBPL or his relative is a partner;
- (iii) I am not a partner in a firm in which a Director of UBPL or his relative is a partner;
- (iv) We are not a private company in which a Director of UBPL is a Member or Director;
- (v) We are not a company in which Directors of UBPL hold more than 2% of the paid-up share capital of our company or vice-versa.

**(STAMP & SIGNATURE OF TENDERER)**

**FORM OF CONTRACT**

THIS CONTRACT made at New Delhi 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 "OWNER" 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 "Bidder" which expression shall include his/their/its executors, administrators, representatives and permitted assigns/successors and permitted assign) of the other part:

**WHEREAS**

The OWNER desires to have executed the work of \_\_\_\_\_ more specifically mentioned and described in the contract documents (hereinafter called the "work" which expression shall include all amendments therein and/or modifications thereof) and has accepted the tender of the BIDDER for the said work.

NOW, THEREFORE. THIS CONTRACT WITNESSETH as follows:

**ARTICLE - 1**

**CONTRACT DOCUMENTS**

1.1 The following documents shall constitute the Contract documents, namely:

- (a) This Contract agreement
- (b) Detailed Letter of Acceptance of Tender along with schedule of rates
- (c) Letter of Acceptance
- (d) Tender documents and addendums 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 BIDDER shall perform the said work 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 OWNER shall pay BIDDER 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 OWNER) 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 - I 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 work 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 BIDDER on the OWNER with

reference to the Contract shall be deemed to have been sufficiently served upon the OWNER (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 OWNER, any notice, order or other communication sought to be served by the OWNER on the BIDDER 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 BIDDER at ..... or to the BIDDER'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 OWNER in enforcing any right or remedy of the OWNER in terms of the Contract or any obligation or liability of the BIDDER in terms thereof shall be deemed to be a waiver of such right, remedy, obligation or liability, as the case may be, by the OWNER and notwithstanding such failure or delay, the OWNER 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 BIDDER and shall not on any account be assignable or transferable by the BIDDER.

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

SIGNED AND DELIVERED

SIGNED AND DELIVERED

For and on behalf of

For and on behalf of

URJA BHARAT PTE LTD.

(BIDDER)

by.....

by.....

In the presence of:

In the presence of:

(This day of \_\_\_\_\_ 2020)

1.

1.

2.

2.

**INDICATIVE FORMAT FOR BANK GUARANTEE  
IN LIEU OF SECURITY DEPOSIT**

BG NO: \_\_\_\_\_  
DATED: \_\_\_\_\_  
VALID UPTO: \_\_\_\_\_

To,  
M/s URJA BHARAT PTE LTD.

Dear Sirs,

In consideration of UBPL(which expression shall include its successors and assigns), having awarded certain work for and relative to \_\_\_\_\_(Name of the Project/Work) to \_\_\_\_\_(Name and address of the Service Provider) (hereinafter called "the Service Provider" which expression shall include its successors and assigns), upon certain terms and conditions inter-alia mentioned in the UBPL's Letter of Acceptance No. \_\_\_\_\_ dated \_\_\_\_\_ read with the relative Tender Documents (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) inclusive of the condition that the Service Provider shall furnish a Bank Guarantee/Undertaking of \_\_\_\_\_ in UAE in an amount equal to 10% (ten percent) of the Total Contract Value as provided for in General Conditions of Contract forming part of the said Tender Documents:

We \_\_\_\_\_(Name of the Bank), a body registered/constituted under the \_\_\_\_\_ Act, having our Registered Office/Head Office at \_\_\_\_\_ (hereinafter called "the Bank" which expression shall include its successors and assigns), at the request of the Service Provider and with the intent to bind the Bank and its successors and assigns, do hereby unconditionally and irrevocably undertake to pay to the UBPL at Abu Dhabi forthwith on first demand without protest or demur or proof or satisfaction and without reference to this guarantee up to an aggregate limit of USD (US Dollars \_\_\_\_\_) .

AND the Bank doth hereby further agree as follows:-

- i) This Guarantee/Undertaking shall be a continuing guarantee and shall remain valid and irrevocable for all claims of the UBPL upon the Bank made up to the midnight of \_\_\_\_\_ provided that the Bank shall upon the written request of the UBPL made upon the Bank at any time within 6 (six) months from the said date extend the validity of the Bank Guarantee by a further 6 (six) months so as to enable claims to be made under this Guarantee by a further 6 (six) months from the said date with the intent that the

validity of this Guarantee shall automatically stand extended by a further 6 (six) months upon such request by the UBPL.

- ii) The UBPL shall have the fullest liberty without reference to the Bank and without affecting in any way the liability of the Bank under this Guarantee/Undertaking, at any time and/or from time to time to amend or vary the Contract and/or any of the terms and conditions thereof or relative to the said Initial Security Deposit or to extend time for performance of the said Contract in whole or part or to postpone for any time and/or from time to time any of the obligations of the Service Provider and/or the powers or remedies exercisable by the UBPL against the Service Provider and either to enforce or forbear from enforcing any of the terms and conditions of or governing the said Contract or the said Initial Security Deposit or the securities available to the UBPL or any of them and the Bank shall not be released from its liability under these presents and the liability of the Bank hereunder shall remain in full force and effect notwithstanding any exercise by the UBPL of the liberty with reference to any or all the matters aforesaid or by reason of time being given to the Service Provider or any other forbearance, act or omission on the part of the Service Provider or of any indulgence by the UBPL to the Service Providers or of any other act, matter or thing whatsoever which under the law relating to sureties or otherwise which could but for the provision have the effect of releasing the Bank from its liability hereunder or any part thereof and the Bank hereby specifically waives any and all contrary rights whatsoever.
- iii) The obligations of the Bank to the 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 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 the 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.
- iv) The amount stated by the UBPL in any demand, claim or notice made with reference to this guarantee shall as between the Bank and the UBPL for the purpose of these presents be conclusive of the amount payable by the Bank to the UBPL hereunder.
- v) The liability of the Bank to the UBPL under this Guarantee/undertaking shall remain in full force and effect notwithstanding the existence of any difference or dispute between the Service Provider and the UBPL, the Service Provider and the Bank and/or the Bank and the UBPL or otherwise howsoever touching or affecting these presents for the liability of the Service Provider to the 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 or defer payment to the 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 to the UBPL in terms hereof.

- vi) The Bank shall not revoke this undertaking during its currency except with the previous consent of the UBPL in writing and also agrees that any change in the constitution of the Service Provider or the Bank or the UBPL shall not discharge the Bank's liability hereunder.
- vii) Without prejudice to any other mode of service, a demand or claim or other communication may be transmitted by fax or email. If transmitted by fax, the transmission shall be complete as soon as the fax is acknowledged.
- viii) Notwithstanding anything contained herein:
  - (a) The Bank's liability under this guarantee/undertaking shall not exceed (Amount in figures & words);
  - (b) This guarantee/undertaking shall remain in force up to \_\_\_\_\_ and any extension(s) thereof; and
  - (c) The Bank shall be released and discharged from all liability under this guarantee/undertaking unless a written claim or demand is issued to the Bank on or before \_\_\_\_\_ or the date of expiry of any extension(s) thereof if this guarantee/undertaking has been extended.
- (ix) The Bank doth hereby declare that Shri \_\_\_\_\_ (Name of the person signing on behalf of the Bank) who is \_\_\_\_\_ (his designation), is authorized to sign this undertaking on behalf of the Bank and to bind the Bank hereby.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2020.

Yours faithfully,

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

Name & Designation: \_\_\_\_\_

Name of the Branch: \_\_\_\_\_

Dated: \_\_\_\_\_

Facsimile: \_\_\_\_\_

Email Address: \_\_\_\_\_

**UBPL BANK DETAILS FOR SWIFT TRANSFER**

Beneficiary	
Beneficiary Address	
Account Number	
Name of the Bank	
Name of Branch	
Branch Address	
SWIFT Code	
IFSC / RTGS Code	

**Note:** Details shall be provided at the time of LOA to successful bidder.

CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

This Confidentiality and Non-Disclosure Agreement (the "Agreement") is made at XXXXX on ..... day of ..... (the "Effective Date") by and between:

Urja Bharat Private Limited, a company incorporated and existing under the laws of Singapore with one of its offices at Office No. 254, Al Bateen Tower C6, Bainunah, Street 34, ADIB Building, Abu Dhabi (hereinafter referred to as "UBPL"); and

[Insert name of Recipient] \_\_\_\_\_, a company duly incorporated and registered under the laws of [insert name of country of incorporation] \_\_\_\_\_ [with registered number [insert name of company number (if appropriate)] and having its registered office at [insert address of registered office] \_\_\_\_\_ ("XXXXXXXXXX or Recipient").

Each of UBPL and XXXXXXXX is individually referred to as a "Party" and are collectively referred to as the "Parties".

WHEREAS

- A. UBPL is engaged in Oil & Gas upstream business operations.
B. XXXXXXXX is -----
C. UBPL is having proprietary / technical.....
D. The Parties now wish to engage in certain discussions, communications and/or other dialogue (whether orally, in writing, electronically or in any other way) in relation to ..... ("Project") (and, in particular, \_\_\_\_\_ in order that----- (collectively, the "Purpose").
E. In the course of the Communications, UBPL may disclose or make available, directly or indirectly, Confidential Information (as defined below) to XXXXXXXX, subject always to the terms of this Agreement;

NOW THEREFORE, the Parties agree as follows:

- 1. XXXX shall hold all Confidential Information in strict confidence and agrees to prevent the unauthorized disclosure of the Confidential Information. Except as expressly permitted under this Agreement, XXXXXXXXX shall not, without the prior written consent of UBPL, divulge any part of the Confidential Information to any person (corporate or otherwise) within the following time periods:
(a) in respect of Confidential Information which is not Technical Information (as defined below), for a period of five (5) years from the date of last disclosure of such information; and

- (b) in respect of Confidential Information which is Technical Information, for a period of twenty (20) years from the date of last disclosure of such information.

For the purposes of this Agreement, “**Confidential Information**” means any and all information disclosed, directly or indirectly, by UBPL to XXXXXX under this Agreement, whether orally or in writing (including electronically) or by visual observation or by any other means, in relation to the business, finances, technology and/or intellectual property of UBPL and shall include, without limitation, the following:

- (i) information regarding existing or contemplated projects, products and services, business plans, financial projections, prospective ventures, agreements, draft agreements, technical and economic information, intellectual property and industrial property;
- (ii) information relating to ..... ;
- (iii) the existence of this Agreement as well as the fact that discussions are taking place between UBPL and XXXXXX regarding the Project and/or the Purpose, including the status of those discussions and any applicable terms and conditions; and
- (iv) in general, any other commercial, technical, financial, marketing or legal information related to the Purpose and/or the Project.

For the purposes of this Agreement, “**Technical Information**” means any and all Confidential Information that is of a technical nature, including (but not limited to) technical know-how, engineering requirements and drawings, process, operational and raw materials and utilities information and requirements; any and all information relating to UBPL’s.....  
.....  
..... and intellectual property relating to any of the foregoing.

- 2. XXXXXXXXXX may disclose the Confidential Information to its directors, officers and employees (the “**Authorized Representatives**”) with a bona fide need to know such Confidential Information, but only to the extent necessary for the Purpose and only if such Authorized Representatives are advised of the confidential nature of such Confidential Information and the terms of this Agreement and are bound by a written agreement not less restrictive than the terms of this Agreement to protect the confidentiality of such Confidential Information. XXXXXXXXXX shall be responsible and liable for any breach of the terms of this Agreement by any Authorized Representative as if it were a breach by XXXXXXXXXX.

3. For a period of \_\_\_\_\_ months from the Effective Date, XXXXXXXXXXXX, together with its Authorized Representatives, shall be permitted to use the Confidential Information solely in relation to the Purpose in accordance with the terms of this Agreement. XXXXXXXX shall have no right to use any Confidential Information thereafter for the Purpose or any other purpose or at any time for any purpose other than the Purpose.
4. The obligations of confidentiality and restrictions on use in this Agreement will not apply to Confidential Information which:
  - (a) is or becomes publicly known through no wrongful act, omission or breach of this Agreement by XXXXXXXX or its Authorized Representatives;
  - (b) was rightfully in the possession of XXXXXXXXXXXX prior to its disclosure by a Disclosing Party or is developed by XXXXXXXXXXXX independently of its receipt of Confidential Information from UBPL, as evidenced in either case by the written records of XXXXXXXXXXXXXXXX; or
  - (c) becomes rightfully known to XXXXXXXXXXXX by disclosure to it by a third party without breach of any obligation of confidentiality and without infringing this Agreement, as evidenced by the written records of XXXXXXXXXXXXXXXX .
5. For the purposes of Clause 4 above, Confidential Information shall not be deemed to be public knowledge or known to XXXXXXXXXXXX on the ground only that:
  - (a) the general principle is in public knowledge or known to XXXXXXXX if the particular practice is not itself public knowledge or so known; or
  - (b) it constitutes a combination, conclusion or finding (not itself public knowledge or known to XXXXXXXX ) of or is drawn from information which is public knowledge or known to XXXXXXXXXXXXXXXX .
6. XXXXXXXX will be entitled to disclose Confidential Information if, and to the extent, required by any applicable law or an order of a court, government or inter-governmental agency, or other official judicial or regulatory body of competent jurisdiction, provided that XXXXXXXXXXXX will (except to the extent expressly prohibited by any such law or order):
  - (a) notify UBPL prior to such disclosure specifying the Confidential Information that is required to be disclosed and to whom;
  - (b) cooperate with UBPL to prevent or limit such disclosure to the extent reasonably practicable; and
  - (c) use reasonable endeavors to ensure the Confidential Information is kept confidential by XXXXXXXX.

7. Upon the request of UBPL, XXXXXXXX shall promptly (a) cease use of the Confidential Information and ensure that all persons to whom the Confidential Information was disclosed or made available in accordance with Clause 2 shall do the same; (b) return to UBPL all copies of Confidential Information disclosed or made available by UBPL; and (c) destroy all notes, abstracts and other documents and permanently erase (to the extent technically practicable) all electronic files that contain or reproduce Confidential Information, and shall provide to UBPL, a written certification of an officer of XXXXXXXXXX that it has done so. XXXXXXXX may retain one copy of the Confidential Information in the offices of its legal counsel if required for legal compliance purposes or protection of the legitimate interests of XXXXX. Any copied information retained shall be held subject to the terms of this Agreement.
8. Nothing contained in this Agreement grants XXXXXXX any express or implied rights or licenses with respect to Confidential Information or any intellectual property rights in respect of the same (which shall remain the exclusive property of UBPL). Nothing contained in this Agreement is an offer or commitment by any Party to buy, sell, lease or license from or to any other Party any product, service, information or intellectual property and no such offer or commitment will be implied.
9. This Agreement shall terminate twelve (12) months after the Effective Date or may be terminated sooner by either Party by giving thirty (30) days written notice to the other Party. XXXXXXXXXX's obligations under this Agreement shall survive termination of this Agreement until the expiry of the relevant time period specified in Clause 1 above.
10. UBPL makes no representations or warranties, either express or implied, as to the accuracy, completeness, quality or fitness for any particular purpose of the Confidential Information unless and to the extent expressly agreed otherwise in writing. UBPL shall have no liability to XXXXXXXX in respect of claims or losses of any kind resulting from the use of, or reliance on, any information provided to it under this Agreement unless and to the extent expressly agreed otherwise in writing. This Agreement does not oblige UBPL to make any disclosure of Confidential Information nor does it oblige it to enter into any further agreement with XXXXXXX.
11. Nothing contained in this Agreement shall be deemed to constitute any Party a partner, joint venture or employee of the other Party for any purpose.
12. If any provision of this Agreement (or part of any provision) is found by any court or other authority of competent jurisdiction to be invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed not to form part of this Agreement, and the validity and enforceability of the other provisions shall remain in force and shall not be affected.

13. No amendments or modifications of this Agreement will be valid or binding on the Parties unless made in writing and signed by each Party's duly authorized representative.
14. XXXXXXXXXXXX will not assign any of its obligations, or rights under this Agreement to any third party without the prior written consent of UBPL and any attempted or purported assignment in conflict with the foregoing is null and void. This Agreement shall be binding on the representatives, permitted assigns and successors of XXXXXXXXXXXX.
15. The Parties agree that no failure or delay in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege hereunder.
16. This Agreement constitutes the entire understanding and agreement among the Parties relating to its subject matter and supersedes all previous agreements, understandings, negotiations and communications (in each case, whether oral or written) among the Parties relating to such subject matter.
17. Any notice which shall or may be given pursuant to this Agreement shall be in writing and shall be deemed given the day personally delivered, or if sent by courier or express mail service, postage prepaid, certified or registered, return receipt requested sent to the addresses first set forth above. Either Party may change its address by notice to the other Party.
18. None of the Parties shall be liable for the acts or omissions of the other Party under this Agreement and no claim, action or proceeding shall be brought, issued or entered into against a Party for the acts or omissions of the other Party.
- 19\* This Agreement will be governed by and construed in accordance with Laws of Singapore. All disputes, controversies or claims (whether contractual or non-contractual) arising out of, or in connection with, this Agreement shall be finally settled by arbitration in accordance with Singapore International Arbitration Centre Rules (SIAC) Rules by one or more arbitrators appointed in accordance with the said Rules. The seat of the arbitration shall be Singapore and the language of the arbitration shall be English.
20. XXXXXXXXXXXX acknowledges that any breach of this Agreement by XXXXXXXXXXXX could result in serious damage in respect of which damages may not be an adequate remedy. Notwithstanding Clause 19, disclosing Party shall have the right to seek interim, injunctive or other equitable relief in relation to any breach and/or suspected and/or threatened breach of this Agreement by XXXXXXXXXXXX in any court of competent jurisdiction.

21. This Agreement may be executed in one or more counterparts and by the Parties on separate counterparts and shall become effective upon each Party executing at least one counterpart. Each counterpart shall constitute an original of this Agreement, but all the counterparts together shall constitute the same instrument. Any such counterpart may be delivered by facsimile transmission or electronic mail.

**IN WITNESS WHEREOF, the Parties have each set their hand hereto and agree to be bound by the terms and conditions of this Agreement, as of the date first set forth above.**

**UBPL CORPORATION LIMITED**

**XXXXXXXXXXXXX**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name:  
Title:

Name:  
Title:

Witnesses:

By: \_\_\_\_\_

By: \_\_\_\_\_

Name:  
Title:

Name:  
Title:

**TAX DETAILS**

**SUBJECT: HIRING SERVICES FOR PROJECT MANAGEMENT CONSULTANT  
FOR EXPLORATION BLOCK IN UAE**

**Tender No.: UBPL/PMC/2019-20/01**

<b>Name of Bidder</b>		
<b>Country of Residence</b>		
<b>Withholding Tax Rate (%) applicable as per bidder</b>	<b>(In Figures)</b>	<b>(In words)</b>
<b>VAT / GST Tax Rate (%) chargeable as per bidder</b>	<b>(In Figures)</b>	<b>(In words)</b>
<b>Any other relevant information</b>		

**Signature & Seal of Bidder**

**SCOPE OF WORK (SOW)****1. Background:**

Urja Bharat Pte. Limited (UBPL) has been awarded the exploration concession for Onshore Block 1 in UAE. The awarded exploration concession "Onshore-1 Block" is of 6162 KM<sup>2</sup> area. UBPL, a 50:50 JV incorporated in Singapore to act as the International Company, by BPRL International Singapore Pte. Ltd. (BISPL) and Indian Oil Singapore Pte. Ltd. (ISPL), the Singapore WoS of BPRL and IOCL respectively.

In Onshore-1 Block, two pre-existing discoveries Ruwais and Mirfa are required to be appraised. UBPL intends to drill five (05) exploratory and four (04) appraisal wells. As per the tentative schedule, the drilling campaign will commence in Q3, 2020. The tentative programme is to complete drilling of all the five exploratory wells & two appraisal wells by Q1, 2023 and remaining two appraisal wells to be drilled in three years after Q1 2023.

UBPL intends to appoint a Project Management Consultant (PMC) firm by late 2019 to meet the schedule of drilling commencement by Q3 2020. PMC shall carry out comprehensive well design / engineering, planning, tendering of all the drilling & associated services and well site supervision, as per the scope of work mentioned below. Activities, starting with planning & scheduling is expected to commence in the last quarter of 2019. The exploration and appraisal wells may be vertical/deviated. The drilling depths would be ranging from ~3000 meters to ~5000 meters. Drilling campaign schedule including options of staggered drilling or back to back drilling of all the wells shall be finalized by PMC in consultation with UBPL considering cost benefit and overall timeline of the project. Exploration wells would be tested in case of hydrocarbon discovery. Appraisal wells are planned to be tested. All the works to be conducted as per the international practices & standards and as per the local statutory laws.

## **2. Detailed Scope of Work**

Consultant must have an office at Abu Dhabi / Dubai. Consultant's personnel shall be available at Abu Dhabi / Dubai Office as required by the scope of work, further detailed hereunder. Scope of Work for PMC has been divided into two parts.

- Phase-I: Planning & Scheduling, Well Engineering, Tendering & Procurement and other Services
- Phase-II: Pre-mobilization, Mobilization, Monitoring & Supervision of Operations and other ancillary Services

### **2.1. Phase-I: Planning & Scheduling, Well Engineering, Tendering & Procurement and other Services**

PMC shall carry out comprehensive planning & scheduling, well engineering, tendering & procurement and other activities as per the scope detailed below for safe drilling and completion of wells in a time bound manner. Tendering for Procurement of material and services including but not limited to scouting of vendors, preparation of scope of work, in-house estimate, BQC, invitation of bids and technical evaluation of bids etc.

#### **2.1.1. Operational Setup**

Phase-I activities shall be carried out at PMC's office located in Abu Dhabi / Dubai. Various discussions including kick off meeting, review meetings, presentations, and pre-bid meetings etc., related to the project may be held at UBPL's office or PMC's office at Abu Dhabi / Dubai or at any other local venue as decided by UBPL. Subsequent to award of work, within a week, PMC shall attend the kick-off meeting with UBPL wherein the PMC will submit and present the project plan including detailed schedule comprising each & every activity pertaining to drilling of all the wells, list of manpower along with their CVs for approval of UBPL. Personnel employed on the project must have the necessary technical skills as specified in the Scope and have relevant regional experience. PMC shall revise the schedule as suggested by UBPL, if required.

On 1<sup>st</sup> day of every week, PMC shall submit weekly progress report to UBPL against the original schedule including the proposed activities for the next seven days.

Additionally, it would be a single point responsibility of the Contractor to obtain all statutory / regulatory approvals / clearances from Govt. / Regulatory Bodies of UAE throughout Contract Period. UBPL shall provide necessary help and assistance in this regard, if required. PMC has to build up charges against this services accordingly in Schedule of Rates.

### **2.1.2. Preparation of Preliminary Well Design/ Well Planning including Preliminary Well Test Design**

A conceptual well design including well test design shall be prepared by the PMC and presented to UBPL. This document will comprise of the basis of design of the wells and demonstrate that well objectives are achieved. PMC will also provide a quantified comparison of options during the design process in order to recommend and justify selection of design, tools and techniques. The well design document shall include but not limited to the followings.

- Well Objectives
- Offset well data review
- Rig sizing for selection
- Pore Pressure & Fracture Gradient Study
- Preliminary Casing design
- Preliminary BOP design, Preliminary Well head and X-mass Tree selection
- Preliminary Formation Evaluation program
- Preliminary well test Design
- Conceptual well design, including estimated time and cost figures and a review of risk associated with well design including assumptions used in well design

- Preliminary drill string and BHA design
- Preliminary bit and hydraulics program
- Preliminary mud program
- Preliminary Cementing program
- Preliminary Completion & Tubing design
- Preliminary Testing Plan
- Drilling & Testing Time Plan
- Preliminary abandonment and site restoration program
- Summary of specific procedures to comply with environmental requirements

Reviewing the available well data and the data provided by UBPL in the block to identify issues having substantial and potential risks from Well Engineering point of view.

Well Design document shall be prepared by PMC within 25 days after giving all relevant data by UBPL to PMC. After completion of the preliminary well design document, PMC shall submit the same to UBPL for review and comments. PMC shall incorporate the suggestions made by UBPL in the well design document within 5 days after receipt of suggestions. PMC shall ensure that preliminary well design document is as per the international practices and fulfils the environmental requirements of Abu Dhabi / UAE as applicable etc. This document will form the basis of the detailed design. The units of the data presented in the design shall be as the same units (FPS) as followed by ADNOC.

This well design document will allow finalization of specification and procurement of long lead materials such as casings, wellheads etc.. In case of drilling operations for appraisal & exploration wells in two separate phases, well design for the exploration & appraisal wells may also be carried out in separately. Decision on drilling operations in two phases shall be taken on techno-economic considerations.

UBPL will provide available offset well data available in the Block for preliminary well design.

### **2.1.3. Detailed Well Design & Drilling Program**

The final well design and drilling program will be prepared after release of well locations and finalization of each well objectives. Based on the finalized preliminary well design, the PMC will be responsible for developing the detailed well design and drilling & testing program for 9 wells. After finalization of well locations, UBPL will provide go-ahead to PMC for preparation of detailed well design document for each well.

Detailed well design and drilling & testing program for each well should contain minimum of the following.

- Confirm well objectives
- Basic well data, review of drilling and geological risks & hazards and associated mitigating measures
- Pore pressure and fracture gradient study
- Directional design and survey requirements
- Detailed Casing design
- Detailed specifications of Wellhead, X-Mas tree, BOP and other Equipment
- Drilling Fluid and completion fluid design
- Detailed Cementation Program and Bit Program, Drill String Design and Hydraulics Optimization.
- Detailed operational steps, BHA and parameters to be followed in each phase
- Detailed Formation evaluation program
- Detailed Completion & Tubing design

- Drilling time-depth curve (P50, P10, P90 cases)
- One page GTO / Montage covering all relevant well information
- Contingency Program, procedures and contingent material/service requirements.
- Offset well references
- Well AFE
- Abandonment and site restoration program

The detailed casing design for the wells shall be done by tri-axial stress analysis or equivalent software by PMC. Well Design document shall be prepared & submitted by PMC within 10 days after giving all relevant data including well locations by UBPL to PMC. After completion of the detailed well design, PMC shall submit the same to UBPL for review and comments. PMC shall incorporate the suggestions made by UBPL in the detailed well design document within 5 days after receipt of suggestions and submit the same to UBPL for approval. The PMC shall prepare detailed drilling program for each well incorporating the results of the detailed design and risk mitigation measures identified as necessary through the risk quantification exercise one month before the spud schedule of well. A review of the drilling program will be carried out by UBPL within 5 days after submission of drilling programme. PMC will submit the final drilling program to the UBPL for approval incorporating all the necessary changes 5 days before well spud schedule.

#### **2.1.4. Well Testing Programme**

The PMC shall also be responsible for the preparation of the testing program and facilities required for evacuation of the product along with supporting documentation. A review of the testing program will be carried out by the UBPL and PMC will submit the final testing program to UBPL for approval incorporating all the necessary changes. Testing Programme shall be prepared by PMC within

7 days after receipt of go ahead from UBPL for each well. A review of the Well Testing Program will be carried out by UBPL within 3 days after submission of testing programme.

#### **2.1.5. Tendering and Procurement of Materials & Services Contracts**

PMC shall carry out complete tendering activities for procurement of services and materials required for the drilling & testing activities in the Block in consultation with UBPL. The consultant needs to follow the standard tendering procedure as advised by UBPL. PMC's scope includes the following but not limited to:

- Identifying all services and materials required to complete the drilling & testing activities in the Block in a time bound schedule. Preparation and submission of complete tendering schedule meeting the timeline of Exploration Concession & Strategy for procurement of all services and materials required for the drilling & testing activities in the Block within 10 days after approval of detailed well design document, for approval by UBPL. PMC shall revise the schedule if required in consultation with UBPL.
- PMC shall prepare Pre-qualification criteria (PQ) for all services and materials.
- Preparation & Floating of EoI for various services and materials in consultation with UBPL.
- Receipt and evaluation of bids received against EoI as per the approved PQ criteria including communications with bidder for clarifications if any, and submission of recommendations of prequalified vendors for approval of UBPL within 45 days of floating of EoI.
- Prepare complete tender documents including but not limited to Scope of Work, General Conditions of Contract & Special Conditions of Contract, Schedule of Rates, payment terms etc., as per the Local Laws for each of the services and materials required for the project and put up to UBPL for approval as per the approved tendering schedule.

- Prepare item wise detailed estimates as per the price bid evaluation criteria of the respective tenders.
- Issue of tenders after receipt of approval from UBPL and hosting of the tender document on the PMC's / UBPL's websites.
- Receipt and safe keeping of bid documents
- Responsible for safekeeping of Bank Guarantee submitted in lieu of EMD by bidders and to ensure that EMD submitted is as per format provided by UBPL given in the tender.
- Conducting pre-bid meetings along with techno-commercial experts. Pre-bid meetings will be held for all critical tenders at UBPL's office or PMC's Office in Abu Dhabi / Dubai.
- Preparation and issue of Addendum / Corrigendum / Amendment to bidders, if required with approval of UBPL.
- Carry out techno-commercial evaluation including communications with bidders for clarifications as required.
- Submission of Techno-commercial Evaluation report to UBPL within one (1) week from opening of the techno-commercial bid or earlier, for approval of UBPL.
- Dispatch of all original bid documents along with the techno-commercial evaluation report to UBPL's office at Abu Dhabi through paid courier.
- Open price bids in consultation with UBPL.
- Carry out price bid evaluation, prepare comparative statement and submit recommendations for award of work to UBPL within 5 days of opening of price bid, for approval of UBPL
- Return EMDs of unsuccessful bidders

- Release EMD of successful bidder on advice of UBPL.
- PMC shall prepare draft LOA / DLOA, to be issued by UBPL within two (2) from go ahead from UBPL
- Preparation of draft Contract Agreement for each tender and submission to UBPL, as per format specified by UBPL within 10 days of issue of award of work.
- PMC to issue Rig Mobilization Notice along with the Work Order to Rig Service Provider.

All postal / courier charges, email / telephonic correspondence with vendors, document forwarding charges etc. shall be absorbed by the PMC and no extra claims shall be considered for the same.

Maintain a data base in soft copy of all final tender documents, addendums / corrigendum etc., all communications with bidder including queries and responses with bidders, final statement of agreed variations, techno-commercial evaluation reports, price bid evaluation reports etc., which can be accessed remotely. The database is to be handed over to UBPL at the end of the tendering process for each tender in the form of USBs. The complete database is to be handed over to UBPL after the completion of all tendering activities in a hard-disk.

PMC would also provide desired technical and contract expert for Pre-bid and review meetings at UBPL's or PMC's office at Abu Dhabi / Dubai.

PMC to ensure that all the tendering activities shall be completed by August 2020.

#### **2.1.6. Documents**

The PMC should provide following documents including but not limited to the following:

<b>Sl. No.</b>	<b>Document Name</b>
1.	Well engineering management manual
2.	Casing design
3.	Drilling rig and service company contracting procedures
4.	Drilling rig inspection
5.	Well services procedures
6.	Procedure and policies for solid control
7.	Procedure and policies for special considerations like circulation loss, stuck pipe, well stability and well control
8.	Procedure and policies for directional survey & logging.
9.	Procedure and policies for casing running & tests
10.	Procedure and policies for formation tests
11.	Procedure and policies for drilling bit and hydraulics plan
12.	Procedure and policies for mud logging and sampling frequency
13.	Procedure and policies for effective wellbore cleaning with special consideration for wire-line logging & coring operation
14.	Materials ordering and tracking
15.	Well cost monitoring and cost control procedures
16.	Drilling supervisors guide
17.	Auditing standards and procedures manual

18.	Testing standards and procedures manual
19.	Completion standards and procedures manual
20.	Drilling & Work over standards and procedures manual
21.	Rig move standards and procedures manual
22.	HSEIA manual
23.	H <sub>2</sub> S technical reference manual
24.	Lost circulation technical reference manual

### 2.1.7. Personnel and Equipment for completion of Phase-I

The Bidder shall engage dedicated, qualified, experienced and skilled personnel for accomplishing the above scope of work. PMC shall engage the following Team at all times who shall comprise of the following personnel but not limited to:

- Project Coordinator
- Senior Drilling Engineer
- Mud Engineer
- Well Testing / Reservoir Engineer
- Petro-physicist
- Civil Engineer
- Sr. Contract Manager
- HSE Advisor

Although Phase-I services are required from PMC on lump sum basis, The PMC shall provide dedicated, qualified, experienced, trained and skilled personnel for

completion of the above scope of work as required including but not limited to the above mentioned manpower. Once CVs are approved by UBPL, PMC shall on its own mobilize them for the execution of above scope. All the Phase-I work shall be carried out at PMC's Abu Dhabi / Dubai Office. The essential qualifications of the above positions are summarized below.

**a) Project Coordinator (Focal point for UBPL)**

The person should be an Engineering Graduate, technically sound in understanding of geology, drilling & wells operations. He/She should have minimum 20 years of experience out of which at least 5 years in Project Management and at least 10 years as Senior Drilling Engineer. He/She should have proven expertise in well engineering/design and dealing with various well complications, well control, drilling of directional wells and DST. Proficiency in English language and knowledge of project and program management systems and processes, HSE standards are essential. He/She will be responsible for the complete SOW as detailed above and will be the lead person for coordination with UBPL. He/She should have working experience of 5 years in UAE. Immediately after acceptance of Letter of Award, PMC shall appoint Project Coordinator to day to day coordination / communication with UBPL.

**b) Senior Drilling Engineer**

He/She should be Petroleum/Mechanical Engineering Graduate with minimum 15 years of experience out of which minimum 10 years in the role of Drilling Engineer. He/She must have proven expertise in use of drilling engineering calculations, software, dealing with well complication, DST and must have valid IWCF (Level 4) Certification. Knowledge of HSE standards is essential. He/She will be assisting the lead person for timely implementation of the above SOW. Proficiency in English language is essential.

**c) Mud Engineer**

The person should possess Graduation in Chemical Engineering or Master Degree in Chemistry and should have minimum 15 years of experience in E&P

companies out of which at least 5 years should be in designing mud systems, mud properties for oil/ gas wells. He/She should be proficient in designing salt saturated mud systems. The person should have in-depth understanding of lithology, rock and cutting properties, formation fracture & vugs, saline formation, borehole temperature etc. Skills/proficiency in English language is essential.

**d) Testing/Reservoir Engineer**

The person should be an Engineering Graduate with minimum 15 years of experience in all areas of oil & gas well testing including DST & conventional testing. He / She should have minimum of 5 years proven experience in well test design for various types of reservoir fluids including heavy oil. Skills/proficiency in English language and knowledge of HSE standards are essential. The testing supervisor will be responsible for preparing the detail testing plans as per the scope of work for approval of UBPL. He/She should be well versed with the latest testing technology, work procedures in accordance with standard oilfield testing methodology.

**e) Petro-physicist**

The person should be PG in Physics/Geophysics/Geology with minimum 10 years of experience or Graduate in Physics/Geology with minimum 15 years of experience as Petro-physicist in E&P industry. He/She must have knowledge of all the logging tools and present industry trend of wire-line logging. He/She must have prepared at least 10 wire-line programs.

**f) Civil Engineer**

The person should have a Degree in Civil Engineering having minimum 10 years in designing and supervision of drill site civil engineering requirements. He/She should have carried out lay out, foundation design & supervision of minimum six (6) drill sites for any E&P company. The CV of the person should contain the details of those drill sites. The person must have knowledge in the loading requirement of land rig & its equipment, hardening requirement at drill site & approach road. The person should have working knowledge of civil specification

for drill site & approach road preparation relevant to oil & gas exploration work. He/She should be able to communicate in English and local language. He/She shall be conversant with all relevant standards and Civil Engineering code in Abu Dhabi. He/She will be responsible for the identification of land requirement for the drill site as well as approach road and preparation of specifications of civil work to be carried out.

**g) Sr. Contract Manager**

The person should be Graduate with minimum 10 years of experience in Contracts Management of similar type of tendering activities. The experience should include handling of contracts on Expression of Interest, Material procurement, Contracts on work and Contract on services. He/She should have good idea of tendering procedures for handling overseas vendors/suppliers. The person should have handled at least 2 similar contracts in last five years. He/She should also be conversant to concession terms on acquisition of goods and services.

PMC shall deploy requisite number of personnel as and when required by UBPL at PMC's Abu Dhabi Office for successful completion of the scope of work for Phase-I including but not limited to well engineering, preparation & evaluation of tenders, review meetings, discussions and pre-bid meetings. PMC shall use software, equipment and other support manpower as required for the successful completion of Phase-I scope of work. Expenses associated with above, shall be appropriately built by PMC in the Phase-I, Schedule of Rates.

**2.2. Phase-II: Pre-mobilization, Mobilization, Monitoring & Supervision of Operations and other ancillary Services**

PMC shall carry out the activities during the Phase-II as per the scope and provide personnel and services as per requirement of UBPL. To carry out Phase-II activities, UBPL shall issue mobilization notices to PMC for the manpower. For regular manpower, mobilization notices shall be issued once, 15 days in advance and subsequently PMC shall deploy field positions on regular basis (on/off) as

per the local laws. For the call out positions, mobilization notice shall be issued 7 days before.

### **2.2.1. Activities related to Pre-mobilization, Mobilization Supervision and Services**

- The PMC will develop bridging documents to align with the procedures of UBPL, ADNOC, QHSEIA reports and all other Service Providers.
- The PMC shall provide leadership for QHSE activities during the planning of drilling & testing activities in the Block. PMC shall review environmental requirements and report on the issues arising to the UBPL. PMC shall also prepare Oil Spill and H<sub>2</sub>S handling Contingency Plan. The plan shall encompass rig and other specific details when known and will be revised as necessary.
- A comprehensive Emergency Response Plan shall also be developed by the PMC in conjunction with the UBPL, ADNOC, local authorities and 3rd party service companies where required.
- Preparation of civil design layout & approach road, ware house, drill site accommodation etc. PMC shall also carry out monitoring & supervision of civil work at Drill Site, approach road, etc., currently being planned to be carried out by ADNOC affiliate. If required, PMC shall also carry out design or review the Rig Foundation and other equipment foundation layout at no additional cost. Rig Footprint shall be provided by UBPL through ADNOC Drilling Company. PMC shall also advise UBPL in identification and setting up warehouse and logistic base. PMC shall also prepare the layout & approach road for warehouse & logistic base. PMC shall also carry out supervision and monitoring of preparation & maintenance of warehouse approach road and warehouse.
- PMC shall also carry out activities required for various administrative & statutory requirements as per the local laws for carrying out drilling & testing

activities and assist UBPL in carrying out the various liaising activities including local community engagement.

- PMC shall advice on requirement of Insurance for Well Control, Blowout, Oil spill and third parties etc.
- PMC shall arrange mobilization activities subsequent to issue of Letter of Acceptance (LoA) to service providers, including planning and finalizing mobilization notices to different service providers, coordinating with different supplies/service providers and also coordinating/consulting with UBPL team for all such activities to meet the target date of spud as per the schedule.
- PMC shall coordinate with vendors/CHA for timely receipt of materials & services. PMC shall line up appointed transport services for receipt of all the materials at warehouse/well site and manage all the inventories and co-ordinate with well site for drilling operation requirements. Receipt of Materials, inventory management and proper coordination with drill site is to be carried by PMC representative to be based at Warehouse.
- PMC would carry out inspection of the rig, if required along with Third Party Inspection agency for acceptance of the rig before award of work for the rig and would submit detailed report of the same in a time bound manner.
- Receipt of all the materials at warehouse/well site and manage all the inventories and co-ordinate with well site for drilling & testing operation requirements.
- Preparation of technical specification as per the site restoration plan.
- Supervision and monitoring of drill site restoration civil work.

### **2.2.2. Drill Well on Paper (DWOP) Exercise**

A full DWOP exercise would be held in UBPL's office or at a suitable place near to the block. During the DWOP process, the detailed drilling program will be deliberated by PMC and relevant points to include in the detailed drilling

program. Similarly a pre-spud meeting will be held at site and will be coordinated by PMC with all operational people at drill site so as to clarify any issue which could arise during the operation. The PMC will perform pre-spud audit of all civil work, all services and other facilities to ensure smooth spud of all wells. Such audits will be documented highlighting actionable items.

### **2.2.3. Supervision, monitoring and reporting activities & post drilling/close out**

PMC shall co-ordinate, monitor and supervise all drilling activities including but not limited to the following services in consultation with UBPL:

PMC, through its personnel will monitor, coordinate and supervise drilling & testing operations as per the approved Drilling & Testing Program. PMC will also supervise & monitor various third party service providers. PMC will direct all well operations expediently, safely and according to accepted industry practices & bridging document, in consultation with UBPL to meet the objectives as specified in the Drilling & testing Program. PMC shall also suggest change in Drilling & testing Program to UBPL, if required for attaining well objectives safely. Any change in Drilling & testing Program shall be approved by UBPL. PMC will also coordinate for timely mobilization of materials, equipment and services according to well program. PMC will provide expert technical advice, investigate and troubleshoot daily drilling related problems, finding appropriate solutions and establish procedures to prevent recurrence of problems. Desired manpower should be provided for drilling of wells in sequential manner as per the scope.

#### **Monitor the drilling & testing activities and advise desired inputs to UBPL for mid-course corrections and cost control through:**

- Continuous monitoring of drilling & testing activities at drill site. Forecast and plan all requirements as per the drilling program (equipment, personnel, supplies, and services).
- To ensure that material requests are issued in a timely manner to avoid disruption of operation.

- Plan remedial measures for down-hole problems, drilling fluid problems and other drilling complications.
- Forward planning for materials and services
- Rig crew performance and recommend changes, if required
- Implementation of sound well control program
- Generation of daily drilling report in IADC format, daily consumption report of all consumables, daily geological report, daily well cost report, daily mud report and analysis of cost variation vis a vis AFE.
- Prepare 15 days Look-ahead and share with UBPL team on a daily basis.
- Carry out analysis of the Well Performance as against plan:
  - Depth v/s Rig Time & Prognosis
  - Depth v/s Rotating time & Prognosis
  - Well trajectory plot
  - Mud Parameters
  - ROP
  - Cost v/s Depth
  - Torque-& Drag trend
  - Trip Trend
- **Generate Performance Comparison for:**
  - BOP test time against industry standards
  - Repair Time per week/ down time analysis & areas for improvement
  - Bit performance analysis

- Tripping speed comparison against industry standard
- IADC time break down chart
- HSE Leading and Lagging indicators.
- HSE returns
- Convene meetings to discuss HSE issues & daily progress at site & MIS for appraisal of management
- Preparation and submission of Daily Drilling Report as per the IADC format and also in any other format provided by UBPL/PMC/ADNOC
- Issuance of End of Well Report with the following minimum contents within 7 days after submission of mud, cementing and mud logging reports by respective service providers which shall include;
  - Well History
  - Completion Report
  - Well Cost
  - Time Analysis
  - Repair Analysis
  - Fishing Analysis
  - Lost time Analysis
  - Engineering Calculations
  - HSE Data
  - Operation Review and learning & recommendations

- The PMC should provide technical support after the completion of the project to address any techno-commercial issues related to the Operations with third party Bidders, Govt. or Regulatory agencies. This support may be required as additional documentation generated from PMC's office and presentation of the same as per UBPL's requirement.
- The PMC will assess and coordinate the logistic requirement for drilling/completion/testing operations.
- The PMC will establish an effective working presence at the selected logistics base during preparation for operations. The PMC logistics coordinator will be responsible for managing UBPL's interests as per operational requirement.

#### **2.2.4. Close out audit actions**

The PMC is required to formally close-out audit action items with the concerned parties.

#### **2.2.5. HSE**

- The PMC shall provide HSE Advisor during total exploration campaign activities. PMC shall review on a continuous basis to ensure that adequate standards are established and maintained.
- PMC shall review environmental requirements as per the regulatory bodies, report and recommend to UBPL on the issues for compliance
- To prepare waste disposal plan as per the local law requirements
- To coordinate with environmental regulatory authorities of Abu Dhabi/UAE
- Community engagement programs shall be mandatorily carried out by PMC before start of drilling & testing operation
- A comprehensive emergency response plan shall be developed by the PMC in conjunction with UBPL, local authorities and 3rd party service companies as when required.

## **2.2.6. Personnel and Equipment**

The PMC shall provide dedicated, qualified, experienced, trained and skilled personnel for supervision as mentioned below, for the successful execution of Phase-II scope of work. CVs of the man-power shall be submitted to UBPL for approval. UBPL may advise PMC for personal interaction of the manpower before mobilization. Additionally, Operations team should be adequately supported (remotely) by PMC's Well Engineering Team & Project Manager at all times. PMC shall use software, equipment and other support manpower as required for the successful completion of Phase-II scope of work. Expenses associated with above, shall be appropriately built by PMC in the Phase-II, Schedule of Rates. It shall be the sole responsibility of PMC to execute the operations, manage and Quality Control the output of the manpower.

### **a) Project Manager – (1 - Monthly basis)**

He should be responsible for overall Drilling, Completions & Testing Operations of the wells. He would also be responsible for day to day liaisoning with UBPL. He should be an Engineering Graduate with minimum 25 years of experience out of which at least 10 years should be in the Senior Supervisory position managing drilling and testing operations of oil & gas wells. He must have minimum five (5) years of experience as Project Management in oil and gas exploration & drilling activities. He should have exposure to well control, well complications, drilling of directional wells and DST. Proficiency in English language and knowledge of HSE standards are essential. Oil & Gas experience in UAE is preferable.

He will be responsible for whole Project Management and will be the lead person for Phase-II scope of work. He will perform project level supervisory function at UBPL's office or PMC's office at Abu Dhabi / Dubai as required by UBPL. He will direct all well operations expediently, safely and according to accepted industry practices as outlined in drilling program in consultation with UBPL. He will coordinate the timely mobilization of materials, equipment and services according to well program. He will provide expert technical advice, investigate and troubleshoot daily drilling related problems, find appropriate solutions and

establish procedures to prevent recurrence of problems. He will also suggest change in Drilling & testing Program to UBPL, if required for attaining well objectives safely. He will be solely responsible for compilation of all reports, logs and delivery of all deliverables as mentioned in close out phase. He will review service providers' field tickets for accuracy of services provided and associated charges. He will coordinate with UBPL Drilling Team for vetting of decisions taken by him and for providing a complete daily progress report. The project manager may have to make visit to ongoing drill site for any expert intervention as and when required.

**b) Senior Drilling Supervisor (Day) – (1 Rotation Basis: Field position)**

He should be an Engineering Graduate with minimum 20 years of experience out of which at least experience of 5 years in the role of Company Man. He must have exposure to drilling of Directional wells, Well complication and DST and must have valid IWCF level IV (Surface – Supervisor) Certification. He should have undergone First Aid Training, Fire fighting Training. Skills in English and local language are essential. Knowledge of HSE standards is essential.

His responsibility starts from beginning of operations phase. He will be directing Tool Pusher and Night Drilling Supervisor of the rig to execute the work as per the plan. He will monitor daily progress and operations as per the plan. He will also be responsible for inspection of materials received at well site. He will issue service tickets for day to service providers. He will issue work instructions for all service providers. He will be responsible for implementing and maintaining HSE standards. He will ensure that regular drills as per IADC guidelines related to well control are conducted. He will ensure that proper safety procedures as per API guidelines are implemented and maintained. He will intervene and instruct suitable person in case of operational as well as administrative emergency. Oil & Gas experience in UAE is preferable.

**c) Night Drilling Supervisor – (1 Rotation Basis: Field position)**

He should be an Engineering Graduate with minimum 15 years of experience out of which at least experience of 5 years in the role of Night Company Man. He must have exposure to drilling of Directional wells, Well complication and DST. He must have valid IWCF level-IV (Surface–Supervisor) Certification. He should have undergone First Aid Training, Fire fighting Training. Skills in English and local language are essential. Knowledge of HSE standards is essential. Oil & Gas experience in UAE is preferable.

His responsibility starts from beginning of 1st night shift. He will be directing Tool Pusher of the rig to execute the work as per the plan. He will monitor night activities progress as per the plan. He will issue service tickets for night to service providers. He will issue work instructions for night shift. He will be responsible for implementing and maintaining HSE standards. He will ensure that regular drills as per IADC guidelines related to well control are conducted. He will ensure that proper safety procedures as per API guidelines are implemented and maintained. He will intervene and instruct suitable person in case of operational as well as administrative emergency.

**d) Well-site Geologist (1 Rotation Basis: Field position)**

Minimum 15 years of experience as well-site geologist for monitoring of exploratory drilling wells. The person should have in depth understanding of well-site geological operations namely rock and cuttings description and analysis, formation evaluation using mud logging unit, monitoring of online formation pressure, and prospective zone analysis in a carbonate reservoir. During actual drilling operation, He/She should be capable to utilize the all the available information / resources at site for formation evaluation and prospective zone analysis. The well-site geologist is supposed to guide and advise the mud logging engineers for obtaining all the desired data, samples and reports required for formulating future wells exploration strategy. Person should have in depth knowledge and understanding to correlate the depositional sequence and setting with the help of GTO. He/She would be main responsible person to guide the

drilling professional for selection of casing setting depth and termination of well at TD in consultation with operational geologist / Head Office In-charge G&G. The person should be medically fit to work at well-site. Sometime in case of any special requirements he may need to travel to UBPL's office. Skills in English and local language are essential. Oil & Gas experience in UAE is preferable. He / She should be conversant with conventional as well as side-wall coring operations, coring retrieval and storage process. It will be his/her responsibility to ensure coring is carried out efficiently and retrieve and laid down properly (along with nomenclature) for further transfer from drill site to storage location for analyses at laboratory.

**e) Civil Engineer – (1 - Field position)**

The person should have a Degree in Civil Engineering having minimum 15 years in designing and supervision of drill site civil engineering requirements. He should have carried out lay out, foundation design & supervision of minimum ten (10) drill sites for any E&P company. The CV of the person should contain the details of those drill sites. The person must have knowledge in the loading requirement of land rig & its equipment, hardening requirement at drill site & approach road. The person should have working knowledge of civil specification for drill site & approach road preparation relevant to oil & gas exploration work. He should be able to communicate in English and local language. He shall be conversant with all relevant standards and Civil Engineering code.

He shall be stationed primarily at a designated base in Abu Dhabi. He will be the nodal person for overall drill site preparation starting from designing to supervision.

**f) HSE Engineer – (1 : Field position)**

He/She should be an Environmental Engineering Graduate or Graduate with full time Post Graduate degree/ /M.Sc, M.Tech in environmental engineering / environmental science / environmental management / diploma in HSE. This person should have minimum of 15 years' experience in HSE related activities in

upstream oil & gas industry. Skills in English language are essential. He / She should have working experience in UAE of at least 3 years.

He/She should have experience in developing and implementing systems for managing health, safety & environment (HSE) standards in E&P projects as per the globally accepted norms in upstream oil & gas industry. The candidate is expected to lead and drive a common and consistent risk based HSE management with all involved stakeholders.

**g) Logistics & Material Supervisor – (1)**

He should be a Graduate with additional qualification of diploma in logistics/materials management and should have 10 years working experience in the same position in E&P industry is essential. The person must have knowledge in the rules and regulations of drilling operations and equipment movement. The person should have knowledge of relevant HSE standards. Person should have undergone First Aid Training, Fire fighting Training.

He is responsible for the warehouse inventory and the transport movement from warehouse/ base to rig location and vice-versa according to call out list by the Drilling Supervisor. He should ensure all material movements are smooth in order to minimize costs and reduce unnecessary costs due to poor logistic planning. He will also be responsible for assisting PMC's drilling supervisor for inspection of various materials received at warehouse. He will be based at UBPL's warehouse in Abu Dhabi. He may have to visit drill site recurrently for reconciliation and checking of material consumption. He should make daily UBPL's material consumption report and prepare monthly material consumption report and Inventory Report in appropriate format; and send both the reports to UBPL office.

**h) Mud Supervisor – (1 Rotation Basis: Field position)**

The person should be PG degree in chemistry / Graduate in Chemistry with minimum 15 years of experience as Mud Supervisor / Engineer in E&P industry. His responsibility would be to monitor and supervise the drilling fluids related

activities. Mud supervisor will be responsible for ensuring mud properties as per the mud program.

**i) Well Testing Engineer/ Supervisor – (1-Call out basis)**

He should be an Engineering Graduate with minimum 15 years of experience in surface production testing, DST (cased hole) including five years in preparation of detail well test plan. He must have experience of carrying out DST. Minimum of five years of experience as Testing Supervisor is essential. Person should have undergone First Aid Training, Fire fighting Training. Skills in English language and knowledge of HSE standards are essential.

The testing supervisor will be responsible for preparing the detail testing plans as per the scope of work for approval of UBPL. He should be able to work independently as an expert of well testing and should be able to supervise, monitor testing operations and intervene in the interest of UBPL. He should be well versed with the latest testing technology, work procedures in accordance with standard oilfield testing methodology.

**j) Petro-physicist – (1 persons) - on call out basis**

The person should have minimum 20 years of experience as Petro-physicist in E&P industry. His/Her responsibility is to ensure quality of the data acquired during wire line logging & preliminary interpretation of acquired data at well site.

**3. Terms of deployment of PMC's Manpower**

The deployment of PMC's manpower for supervision and monitoring of drilling & testing operations will be at sole discretion of UBPL. The detailed bio-data of all the personnel as per the required qualification specified above must be submitted along with the technical bids. The PMC must provide 2 sets of CVs for positions required on rotation basis. One set of CV for remaining positions is sufficient.

The PMC shall deploy regular personnel at designated place within 15 days of mobilization notice period by UBPL. For mobilization of call out basis positions, 7 days mobilization time would be provided.

Replacement of PMC's Personnel –UBPL shall have the right, which shall not be unreasonably exercised, to direct PMC in writing to remove and/ or replace any of PMC's personnel at the sole expense of PMC. UBPL reserves the right to require the dismissal and replacement of any persons considered, in UBPL's sole reasonable documented opinion, to be unfit to carry out their duties. No cost for replacement of such personnel will be payable by UBPL to PMC in the event such dismissal and replacement is required.

Replacement of the manpower on the advice of UBPL will be provided by PMC within 7 days from date of advice letter from UBPL without affecting the regular operations.

Prior to mobilization, the PMC shall finally submit personal details of the persons to be engaged in the project along with their CVs. During the period of contract, the bidder should not change the experts engaged for the project for any reason beyond the reasonable control of the bidder. If the deputed expert is not available then the expert will be replaced by another expert with similar experience/ skill set after approval of UBPL without any loss of time and cost. In the event the PMC's personnel plans to avail leave, the PMC must inform UBPL of the same fifteen (15) days prior along with the detailed CVs of the personnel who will replace the personnel. In such cases all expenses related to replacement including mobilization shall be borne by PMC.

Standard of PMC's Personnel-PMC shall ensure that the personnel provided by PMC pursuant to this Contract are physically fit, and experienced & trained in relation to their job duties, safety and environment. Further, said personnel are also required to hold all certification as may be required by all organizations or government entities having legal jurisdiction over the area of operations, and comply as appropriate.

The PMC shall be responsible for, and shall provide for all requirements of their personnel and of their sub-personnel, if any, including but not limited to their insurance, housing, medical services, messing, transportation, Visa, vacation, salaries and all amenities, termination payment and all immigration requirement

and taxes, if any, payable in Abu Dhabi or outside at no extra charge to UBPL. UBPL will also not bear the cost of travelling expenses of PMC's personnel during supervision. Accommodation and messing for field based personnel will be provided at the rig site, or in the event of a rig evacuation or during rig mobilization or non-availability at rig site shall be on UBPL's account. All personnel except Project Manager & Material Supervisor will be considered as field based personnel. Project Manager would be stationed at PMC's office at Abu Dhabi / Dubai and his accommodation and messing would be responsibility of PMC. Rig operator shall provide office and lodging facilities to field positions at the rig site at the cost to Company.

Schedule and Transportation of PMC's Personnel - PMC and UBPL shall agree upon the regular rotation for personnel engaged in the services, as per the schedules. The cost of other transportation and associated costs are to the PMC's account.

Discipline: PMC shall at all times maintain discipline and good order among its employees and any of its sub-Bidder's employees and will not permit any of them to engage in activities that might be contrary or detrimental to safety, the performance of the services.

Drugs, Alcohol, Firearms and Contraband Offence- PMC shall use best endeavours to ensure that personnel under its control and authority do not, at any time, while travelling on UBPL supplied transportation to or from, or on board the drilling unit partake of, or have in their possession any contraband, firearm, alcohol, drug or other substances other than for bona-fide medical reasons. PMC shall use best endeavours to ensure that personnel under its control and authority do not arrive at UBPL's designated point of transportation under the influence of such alcohol, drugs or other substances.

#### **4. Deliverables**

- i) Soft copy of Preliminary as well as final well design with all back up calculation and schedule/planning report as per the Scope of Work

- ii) Soft copy of the complete tender document for each services and materials issued to the vendors
- iii) Soft copy of the complete tender document containing agreed deviations and variations after techno-commercial evaluation of each tender.
- iv) Soft copy of techno-commercial evaluation report against each tender
- v) Soft copy of the contract documents containing complete set of tender documents, communication with bidders, agreed deviations & variations and SOR against each contract.
- vi) PMC will submit all inspections report of materials, services and equipment along with soft copy.
- vii) The PMC has to design all reports format in consultation with UBPL before using it for reporting purposes.
- viii) PMC shall submit all the reports for each well as explained at 2.2.3 as per the time schedule.
- ix) Soft copy of all the bridging documents.

## **5. Time Schedule**

- i) Full tendering schedule shall be prepared within ten (10) days after approval of detailed design
- ii) Overall Contract Period shall be 48 months from the date of award of the job.
- iii) The preliminary well design/programme is to be submitted within 30 days from date of hand-over of all necessary data by UBPL. Detailed Well Design document shall be prepared & submitted by PMC within 30 days after giving all relevant data including well locations by UBPL to PMC. PMC shall incorporate the suggestions made by UBPL in the detailed well design document within 5 days after receipt of suggestions and submit the same to UBPL for approval.

- iv) The PMC shall submit the detailed drilling program for each well one month before the spud schedule of well. A review of the drilling program will be carried out by UBPL within 10 days after submission of drilling programme. PMC will submit the final drilling program to the UBPL for approval incorporating all the necessary changes 10 days before well spud schedule.
- v) PMC shall submit complete tendering schedule meeting the timeline of Exploration Concession & Strategy for procurement of all services and materials required for the drilling & testing activities in the Block within 10 days after approval of detailed well design document, for approval by UBPL. PMC shall revised the schedule if required in consultation with UBPL within 5 days after receipt of suggestion from UBPL. All tenders are to be floated within agreed time to meet the overall completion period of the Block. Approved tendering schedule would become part of the contract.
- vi) PMC shall provide all the bridging documents as mentioned in Clause 5.0 within 14 days, once advised by UBPL and before start of drilling operations
- vii) All reports as mentioned in clause 3.3 should be submitted within 30 days of completion of each well. However, daily reports will be sent to UBPL's office via e-mail on daily basis before 8 AM, local time.
- viii) The PMC shall deploy their personnel within 15 days of mobilization notice from UBPL at the designated place.
- ix) The time schedule referred to above is inclusive of weekly and gazetted holidays or loss of productive days due to any other reasons under Bidder's control.
- x) Detailed timelines are already mentioned above. However, broad timelines of major milestones are given below. The Contractor shall complete the activities, major milestones within the following tentative time frame for the execution of the Contract.

<b><u>Sl. No</u></b>	<b><u>Activity</u></b>	<b><u>Time Frame</u></b>
Phase-1: Planning & Scheduling, Well Engineering, Tendering & Procurement and other Services		
1.	Preparation & Finalization of Preliminary Well Design / Well Planning as per the Scope of Work 2.1.2	Within 35 days from submission of all relevant data to PMC including review & approval by UBPL
2.	Preparation & Finalization of Detailed Well Design & Drilling Programme as per the Scope of Work 2.1.3 – for each well	Within 20 days from submission of all relevant data to PMC including review & approval by UBPL
3.	Preparation & Finalization of Detailed Well Testing Programme as per the Scope of Work 2.1.4 – for each well	Within 15 days from submission of all relevant data to PMC including review & approval by UBPL
4.	Tendering & Procurement of Materials & Services Contracts as per the Scope of Work 2.1.5	Completion of activity by August 2020
5.	Preparation & Finalization of Documents as per Scope of Work 2.1.6	Submission of all documents by August 2020
Phase-II : Pre-mobilization, Mobilization, Monitoring & Supervision of Operations and other ancillary Services		
6.	Start of Phase-II Activities	By August 2020
7.	Monitoring & Supervision of Operations	Start of Drilling Operations by October 2020
8.	Close-out	Completion by Q1 2023

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**SPECIAL CONDITIONS OF CONTRACT**

**1. Terms and Conditions**

- 1.1. The bidder is required to submit the bid in the strict compliance to the terms and condition of this Tender Document.
- 1.2. In case of any dispute whatsoever in connection with the tender, the decision of UBPL shall be final and binding on the Consultant. At any time, for any reasons of in response to clarifications requested by any bidder, UBPL may modify the tender document by way of issuance of “Addendum/Corrigendum”.
- 1.3. Bids substantiated by vague, assumptive, indefinite and conditional expressions shall not be considered.
- 1.4. If the bidder provides any incorrect or misleading information, as part of the bidding process or in their bids submitted, then the bid/offer shall be rejected in its entirety by UBPL, at its sole discretion.
- 1.5. The Bidding document / tender document are non-transferable. The invitation and all communications pursuant to its terms are confidential and are not to be disclosed to any person other than the addressee.
- 1.6. UBPL reserve the rights not to go ahead with the project at any time before issuing the letter of award.
- 1.7. The PMC shall perform all the obligations, work and services, which are required as per the terms of the Contract or which reasonably can be implied from such terms as being necessary for the successful and timely completion of the work.
- 1.8. Wherever, it is mentioned in the Tender Document that Contractor shall perform certain work or provide certain services / facilities, it is understood that the Contractor shall do so at its own cost and the value of Contract shall be deemed to have included the cost of such performance and provisions so mentioned.

**2. CONFIDENTIALITY**

- 2.1 All the information provided by UBPL whether in the form of hard copies or electronic files, in connection with this job shall be treated “Strictly Confidential” by the Consultant and should be destroyed/returned in same form upon completion of the job. Consultant shall not disclose to any third party, whomsoever without obtaining proper and prior approval from UBPL.
- 2.2 The Consultant would also be required to execute a Confidentiality & Non-Disclosure Agreement with UBPL as per format enclosed.
- 2.3 The Consultant / Advisor shall not directly or indirectly issue or make any public announcement or statement regarding the Contract unless it obtains prior written

consent from UBPL, which shall not be reasonably withheld, except such announcements which are necessary as per applicable law or regulation or court order.

### **3. PRICES, TAXES, DUTIES**

- 3.1 The contract price shall be inclusive of all applicable taxes and duties except applicable Withholding Tax and VAT / GST.
- 3.2 VAT / GST shall be reimbursed by UBPL or deposited under Reverse Charge Mechanism at applicable rates. Withholding Tax shall be dealt with as given under in cl. no. 3.3 to 3.7.
- 3.3 Payment shall be made by UBPL, Singapore. It is understood that withholding tax is not required to be deducted from payments made to non-resident entities unless services have been provided by them in Singapore.
- 3.4 Bidders are advised to take an independent view on VAT / GST & withholding tax while quoting. VAT / GST and the withholding tax applicable as per bidder shall be separately indicated in their techno-commercial bid as per annexure provided in ITB.
- 3.5 UBPL's liability for paying the withholding tax would be limited to the least of the following withholding tax rates:
  - i) Tax rates as quoted by the bidder
  - ii) Actual tax rates as supported by the documents / certificates
- 3.6 In case the actual withholding tax rate exceeds the withholding tax rate quoted by the bidder, then the bidder shall receive payment after deduction of excess of actual withholding tax over withholding tax quoted by the bidder.
- 3.7 Bids shall be evaluated on all-in cost basis, i.e. inclusive of withholding tax & VAT/GST (including under reverse charge mechanism).
- 3.8 Prices shall remain fixed and firm for the performance of services by the PMC until completion and acceptance by UBPL of all services commissioned through this Contract.
- 3.9 Bidder agrees to pay all taxes which are based on or determined by reference to its income or that of its personnel and services and will hold harmless and indemnify the Company from all claims, taxes, penalties, fines, interest and other costs which may be made or assessed against the Bidder with respect to the Services performed under this Contract or with respect to personnel of the bidder and its sub-contractors. The indemnities under this clause shall survive the term of this Contract by a term equal to the length of time allowed by statute. For the purpose of this clause, the benefit of any indemnity given in favour of the Company shall include its personnel, sub - contractors, joint venture partners, associates, affiliates and agents.
- 3.10 New Taxes: In the event that there is any new indirect tax, introduced as a result of a new legislation, after the bid closing date till issuance of LOA, Company shall

compensate the Bidder for such new tax, provided that the Bidder can substantiate the same with adequate documentation.

- 3.11 Any increase / decrease in such taxes after the issuance of LOA but within the contractual completion / mobilization date as stipulated in the Contract will be to the account of Company (if the work is performed within the tender timelines).
- 3.12 Any increase in the duties and taxes after the contractual completion during the extended period will be to the Consultant's account, where delay in completion is attributable to the Consultant. However, any benefit of decrease in duties and taxes after the contractual completion / mobilization date will be passed on UBPL.

#### 4. PAYMENT TERMS

##### 4.1 Payment Schedule

Payment milestones for items mentioned in Table-A of SOR is given as below:

<b>S. No</b>	<b>Milestone</b>	<b>Payment Detail</b>
(a)	Approval of preliminary well design	100% of item no.1 of Table-A
(b)	Approval of detailed well design	50% of per well charges corresponding to item no. 2 of Table-A
(c)	Approval of Drilling Programme	Remaining 50% of per well charges corresponding to item no. 2 of Table-A
(d)	Approval of Testing Programme	100% of per well charges corresponding to item no. 3 of Table-A
(e)	Floating of Tender Enquiry	50% of lump sum per tender charges corresponding to item no.4 of Table-A
(f)	Signing of Contract Document	Remaining 50% of lump sum per tender charges corresponding to item no.4 of Table-A
(g)	Preparation and approval of all documents mentioned in cl.no.2.1.6 of SOW	100% of item no.5 of Table-A

- 4.2 For items mentioned in Table-B, invoice shall be raised on monthly basis for quantities utilised during that period. Time writing sheet for services rendered during that month to be duly approved by Engineer In-Charge.
- 4.3 No advance payment will be paid. Fee shall be payable as per the provisions of Schedule of Rates and terms and conditions of this tender document.
- 4.4 Payment shall be released by UBPL within thirty (30) days of receipt of undisputed invoice.
- 4.5 UBPL shall make the Payment as per the terms and conditions stipulated in the tender document through Electronic transfer only. All the bank charges of the bidder's Bankers shall be to their account. Bidder has to provide the bank details as per the prescribed format as requested by UBPL.
- 4.6 For release of payment, the following documents shall be required:
  - a. Invoice in original
  - b. Tax residency certificate
  - c. Monthly time sheets duly certified by Engineer-in-Charge

## 5. **Suspension**

UBPL by a written notice of suspension to the PMC, may suspend all payments to the PMC hereunder if the PMC fails to perform any of its obligations under the contract, including carrying out of services, provided that such notice of suspension (i) shall specify the nature of failure, and (ii) shall request the PMC to remedy such failure within a period not exceeding Fifteen (15) days after receipt by the Consultant of such notice of suspension.

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## Conditions of Contract

### 1.0 Definitions:

1.1. In the contract, the following terms shall be interpreted as indicated:

- (a) "Acceptance of Tender" shall mean the Acceptance of Tender issued by the Company to the Contractor, and shall include a letter, telegram or fax of acceptance or other notification of award of work, and a detailed Letter of Acceptance.
- (b) "Contract" means agreement entered into between Company and Contractor, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein;
- (c) "Contract Price" means the price payable to contractor under the Contract for the full and proper performance of its contractual obligations;
- (d) "Work" means each and every activity required for the successful performance of the services described in the Scope of Work;
- (e) "Company" or "UBPL" means Urja Bharat Pte. Ltd.
- (f) The "Engineer-in-charge" shall mean the officer of the Owner nominated by the Owner in writing to act as Engineer-in-charge for the purpose of the Contract.
- (g) "Contractor" means the individual or firm or Body incorporated performing the work under this Contract;
- (h) "Contractor's Personnel" means the personnel to be provided by the contractor to provide services as per the contract;
- (i) "Company's Personnel" means the personnel to be provided by UBPL or UBPL's contractor (other than the Contractor executing this Contract). The company representatives of UBPL are also included in the Company's personnel.
- (j) "Contract Group" mean the contractor, its co-ventures, contractors, servants, agents, nominees, assignees and subcontractors.

### 2.0 Effective Date, Mobilisation Time, Date of Commencement of Contract and Duration of Contract:

- 2.1. **Effective Date of Contract:** The contract shall become effective as of the date Company notifies Contractor in writing that it has been awarded the contract. The date of issue of Company's Letter of Award (LOA) shall be treated as the Effective Date of the Contract.
- 2.2. **Mobilisation Time:** Contractor must mobilize their personnel at Abu Dhabi, UAE within stipulated days as described in Scope of Work from the advice of Company
- 2.3. **Duration of Contract:** The duration of the Contract shall be 48(Forty Eight) months from the Date of Letter of Award (LOA) or till the completion of the 9 (nine) wells and end of closeout phase whichever is later.

- 2.4. The completion time may also be extended by Company at its sole discretion on request from the Contractor.

### **3.0 General Obligations of Contractor:**

Contractor shall, in accordance with and subject to the terms and conditions of this Contract:

- 3.1. Perform the work described in the Scope of Work (Chapter-3) in most economic and cost-effective way.
- 3.2. Except as otherwise provided in the Scope of Work and the special Conditions of the contract, provide all labour as required to perform the work.
- 3.3. Perform all other obligations, work and services which are required by the terms of this contract or which reasonably can be implied from such terms as being necessary for the successful and timely completion of the work.
- 3.4. Contractor shall give or provide all necessary supervision during the performance of the services and as long thereafter as company may consider necessary for the proper fulfilling of contractor's obligations under the contract.

### **4.0 General Obligations of the Company:**

Company shall, in accordance with and subject to the terms and conditions of this contract:

- 4.1. Pay Contractor in accordance with terms and conditions of the contract.
- 4.2. Allow Contractor and his personnel access, subject to normal security and safety procedures, to all areas as required for orderly performance of the work.
- 4.3. Perform all other obligations required of Company by the terms of this Contract.

### **5.0 Personnel to be Deployed by the Contractor:**

- 5.1. The Contractor undertakes to provide required personnel at different phases to ensure performance and completion of the Work in accordance with the provisions of the Contract as per the list provided by Contractor and accepted by the Company. Upon Company's written request regarding poor performance and deficiency, Contractor, entirely at their own expense, shall remove within 10 days, from assignment to the work; any personnel of the Contractor determined by the Company to be unsuitable and shall promptly replace such personnel with personnel acceptable to the Company without affecting Company's work.
- 5.2. The Contractor shall be solely responsible throughout the period of the contract for providing all requirements of their personnel including but not limited to, their transportation to & from field site, en-route/ local boarding, lodging & medical attention etc. Company shall have no responsibility or liability in this regard.
- 5.3. Contractor's key personnel shall be fluent in English language (both writing and speaking). The personnel should also conversant with Abu Dhabi's local language.

### **6.0 Warranty And Remedy Of Defects:**

- 6.1. Contractor warrants that it shall perform the work in a first class, workman like, and professional manner and in accordance with the highest degree of quality,

efficiency, and with the current state of the art technology/ oilfield practices and in conformity with all specifications, standards and drawings set forth or referred to in the Scope of Work. They should comply with the instructions and guidance, which Company may give to the Contractor from time to time.

- 6.2. Should Company discover at any time during the execution of the Contract or within one year after completion of the operations that the work carried out by the contractor does not conform to the foregoing warranty, Contractor shall after receipt of notice from Company, promptly perform any and all corrective work required to make the services conform to the Warranty. Such corrective work shall be performed entirely at contractor's own expenses. If such corrective work is not performed within a reasonable time, the Company, at its option, may have such remedial work performed by others and charge the cost thereof to Contractor, which the contractor must pay promptly. In case contractor fails to perform remedial work, the performance security shall be forfeited.

#### **7.0 Confidentiality, use of Contract documents and Information:**

- 7.1. Contractor shall not, without Company's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing pattern, sample or information furnished by or on behalf of Company in connection therewith, to any person other than a person employed by Contractor in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far, as may be necessary for purposes of such performance.
- 7.2. Contractor shall not, without Company's prior written consent, make use of any document or information except for purposes of performing the Contract.
- 7.3. Any document supplied to the Contractor in relation to the contract other than the Contract itself remain the property of Company and shall be returned (in all copies) to Company on completion of Contractor's performance under the Contract if so required by Company. All information obtained by Contractor in the conduct of operations and the information / maps provided to the Contractor shall be considered confidential and shall not be divulged by Contractor or its employees to anyone other than the Company's personnel. This obligation of Contractor shall be in force even after the termination of the contract.

#### **8.0 Taxes:**

- 8.1. Tax levied as per the provisions of Laws of Abu Dhabi or UAE and any other enactment/rules on income derived/ payments received under the contract will be on contractor's account.
- 8.2. Contractor shall be responsible for payment of personal taxes, if any, for all the personnel deployed.
- 8.3. Contractor shall be responsible for deduction & payment of personal taxes, if any, for all the personnel deployed in UAE in relation to the Contract
- 8.4. The Contractor shall furnish to the Company, if and when called upon to do so, relevant statement of accounts or any other information pertaining to work done under the contract for submitting the same to the Tax authorities, on specific

request by them. Contractor shall be responsible for preparing and filing the return of income etc. within the prescribed time limit to the appropriate authority.

- 8.5. Prior to start of operations under the contract, the Contractor shall furnish the Company with the necessary documents, as asked for by the Company and/ or any other information pertaining to the contract, which may be required to be submitted to the Income Tax authorities at the time of obtaining "No Objection Certificate" for releasing payments to the Contractor.
- 8.6. Corporate and personal taxes on Contractor shall be the liability of the contractor and the Company shall not assume any responsibility on this account.
- 8.7. All local taxes, levies and duties, Sales Tax etc. except VAT/ GST on purchases and sales made by Contractor shall be borne by the Contractor. VAT / GST shall be paid / reimbursed by UBPL at applicable rates.

## **9.0 Insurance:**

- 9.1. The contractor shall arrange insurance to cover all risks in respect of their personnel, materials and equipment belonging to the contractor or its subcontractor during the currency of the contract.
- 9.2. Contractor shall at all time during the currency of the contract provide, pay for and maintain the following insurances amongst others:
  - (k) Workmen compensation insurance as required by the laws of the country of origin of the employee.
  - (l) Employer's Liability Insurance as required by law, covering liabilities including contractual liability for bodily injury, including death of persons, and liabilities for damage of property. This insurance must cover all operations of Contractor required to fulfil the provisions under this contract.
  - (m) Contractor's equipment used for execution of the work hereunder shall have an insurance cover with a suitable limit (as per international standards). Automobile Public Liability Insurance covering owned, non-owned and hired automobiles used in the performance of the work hereunder, with bodily injury limits and property damage limits shall be governed by the Insurance Regulations of the country.
  - (n) Public Liability Insurance as required under law of Abu Dhabi / UAE.
- 9.3. Contractor shall obtain additional insurance or revise the limits of existing insurance as per Company's request in which case additional cost shall be to Contractor's account.
- 9.4. Any deductible set forth in any of the above insurance shall be borne by Contractor.
- 9.5. Contractor shall certify to Company prior to commencement date that all its insurance policies covering the risks mentioned above are in place.
- 9.6. If Contractor fails to fulfil any of its obligations under this Clause 9 or any of the above policies expire or are cancelled during the term of this contract and Contractor fails for any reason to renew such policies, then the Company will renew/replace same and charge the cost thereof to Contractor. Should there be a

lapse in any insurance required to be carried by Contractor for any reason whatsoever, loss/damage claims resulting there from shall be to the sole account of Contractor.

- 9.7. Contractor shall require all of their sub-contractor to provide such of the foregoing insurance coverage as Contractor is obliged to provide under this Contract and inform the Company about the coverage prior to the commencement of agreements with its sub-contractors.
- 9.8. All insurance taken out by Contractor or their sub-contractor shall be endorsed to provide that the underwriters waive their rights of recourse on the Company.
- 9.9. Workman's compensation insurance, covering all employees of Contractor and their sub-contractors and any other personnel of Contractor for statutory benefits as set out and required by law ( UAE and/ or Contractor's Home Country) in the area of operation or area in which Contractor may become legally obliged to pay benefits for bodily injury or death.
- 9.10. Consultant shall ensure insurance against fire, theft, damage and loss of all property owned by Contractor at the construction site.
- 9.11. Group Personnel Accident Insurance covering Contractor's employees not otherwise already covered under Para9 above, operating from the project site as per Contractor's established practices.

#### **10.0 Changes:**

- 10.1. During the performance of the work, Company may make a change in the work within the general scope of this Contract including, but not limited to, quantities, changes in methodology, and additions to or deletions from the work to be performed. Contractor shall perform the work as changed. Changes of this nature will be affected by written order (change order) by the Company.
- 10.2. If any change result in an increase in compensation due to Contractor or in a credit due to Company, Contractor shall submit to Company an estimate of the amount of such compensation or credit in a form prescribed by Company. Such estimates shall be based on the rates shown in the Schedule of Rates. Upon review of Contractor's estimate, Company shall establish and set forth in the Change Order the amount of the compensation or credit for the change or a basis for determining a reasonable compensation or credit for the change. If Contractor disagrees with compensation or credit set forth in the Change Order, Contractor shall nevertheless perform the work as changed, and the parties will resolve the dispute in accordance with Clause 13 hereunder. Contractor's performance of the work as changed will not prejudice Contractor's request for addition al compensation for work performed under the Change Order.

#### **11.0 Force Majeure:**

- 11.1. 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' will stand suspended as provided herein. The word 'Force Majeure' as employed herein shall mean acts of God, war, revolt, agitation, strikes, riot, fire, flood, sabotage, civil commotion, road barricade (but not due to interference of employment problem of the Contractor)

and any other cause, whether of kind herein enumerated or otherwise which are not within the control of the party to the contract and which renders performance of the contract by the said party impossible.

- 11.2. Upon occurrence of such cause and upon its termination, the party alleging that it has been rendered unable as aforesaid thereby, shall notify the other party in writing within Seventy Two (72) hours of the alleged beginning and ending thereof, giving full particulars and satisfactory evidence in support of its claim.
- 11.3. Should 'Force Majeure ' condition as stated above occurs and should the same be notified within seventy two (72) hours after its occurrence, both the parties shall have no obligation. Either party will have the right to terminate the contract if such 'force majeure' condition continues beyond ten (10) days with prior written notice. Should either party decide not to terminate the contract even under such condition, no payment would apply unless otherwise agreed to.
- 11.4. Time for performance of the relative obligation suspended by the Force Majeure shall be extended by the period for which such cause lasts.

## **12.0 Termination:**

- 12.1. This contract shall terminate notwithstanding anything elsewhere herein provided and in addition to any other right or remedy of the UBPL under the Contract or otherwise, the UBPL shall be entitled to terminate the Contract by written notice at any time during the currency on or after the occurrence of any one or more of the following events or contingencies, namely:
  - (a) Default or failure by the Bidder of any of the obligations of the Bidder under the Contract, including but not limited to:
  - (b) Failure to commence any work in accordance with the time prescribed in this behalf;
  - (c) Failure to execute the works or any of item in accordance with the Contract;
  - (d) Negligence in carrying out the works or carrying out of work found to be unsatisfactory by the Engineer-in-Charge;
  - (e) Abandonment of the works or any part thereof;
  - (f) Failure to deposit the Performance Security within specified number of days mentioned elsewhere in the tender document by the Bidder of Acceptance of Tender;
  - (g) Failure to execute the Contract in terms of the Form of Contract forming part of the Tender Documents within 30 (thirty) days of notice in this behalf from the UBPL;
  - (h) If the Bidder is incapable of carrying out the work;
  - (i) If the Bidder misconducts himself in any manner;
  - (j) If there is any change in the constitution of the Bidder (if a firm) or in the circumstances or organization of the Bidder, which is detrimental to the interests of the work or the UBPL;

- (k) Dissolution of the Bidder (if a firm) or commencement of liquidation or winding up (whether voluntary or compulsory) of the Bidder (if a company) or appointment of a receiver or manager of any of the Bidder's assets and/ or insolvency of the Bidder (if a sole proprietorship) or any Partner of the Bidder (if a firm);
  - (l) Distress, execution, or other legal process being levied on or upon any of the Bidder's goods and/ or assets.
  - (m) Death of a Bidder (if an individual);
  - (n) If upon any change in the Partnership/constitution of a Bidder's organization (if a Partnership), the UBPL shall refuse to continue the contract with the re-constituted firm;
  - (o) If the Bidder or any person employed by him shall make or offer for any purpose connected with the Contract any gift, gratuity, royalty, commission, gratification or other inducement (whether money or in any other form) to any employee or agent of the UBPL;
  - (p) If the Bidder shall assign or attempt to assign his interest or any part thereof in the Contract.
  - (q) The decision of the Company, as to whether any of the events/ contingencies mentioned in Clause 12.0 hereof, entitling the UBPL to terminate the Contract, has occurred or not, shall be final and binding upon the Bidder.
- 12.2. In the event of termination of contract under Clause 12. above, Company will issue 15 days prior written Notice of termination of the contract with date or event after which the contract will be terminated. The contract shall then stand terminated and the Contractor shall demobilize their personnel & materials. Contractor shall be entitled for payment for services actually rendered in conformity with the contract up to the date of its termination.
- 12.3. Upon termination of the Contract, Contractor shall return to Company all of Company's items, which are at the time in Contractor's possession.

### **13.0 Applicable Law:**

- 13.1. The Contract shall be deemed to be a Contract made under, governed by and construed in accordance with the laws of UAE for the time being in force and shall be subject to the exclusive jurisdiction of courts situated in UAE.
- 13.2. The Contractor shall ensure full compliance of various UAE's Laws and Statutory Regulations in force from time to time and obtain necessary permits/licenses etc. as applicable from appropriate authorities for conducting operations under the Contract.
- 13.3. The Contractor shall not make Company liable to reimburse the Contractor to the statutory increase in the wage rates of the contract labour appointed by the Contractor. Such statutory or any other increase in the wage rates of the contract labour shall be borne by the Contractor.

#### **14.0 Settlement of Disputes and Arbitration:**

14.1. All disputes or differences whatsoever arising between the parties out of or relating to the construction, meaning and operation or effect of this contract or the breach thereof shall be settled by arbitration in accordance with the Rules of Arbitration of the International Chamber of Commerce, in Paris, France, in French or English as the Parties may agree, by 03 (Three) Arbitrators. Each Party shall appoint one Arbitrator, and the International Chamber of Commerce shall appoint the third Arbitrator who must be in no way related to either Party and who will be the Chairman of the Arbitration Body.

#### **15.0 Notices:**

15.1. Any notice given by one party to other, pursuant to this Contract shall be sent in writing or by Fax and confirmed in writing to the applicable address specified below:

15.2. A notice shall be effective when delivered or on the notice's effective date, whichever is later.

**16.0 Sub-Contracting:** Contractor shall not subcontract or assign, in whole or in part, their obligations to perform under the contract, except with Company's prior written consent.

#### **17.0 Miscellaneous Provisions:**

17.1. Contractor shall give notices and pay all fees at their own cost required to be given or paid by any National or State Statute, Ordinance, or other Law or any regulation, or bye-law of any local or other duly constituted authority as may be in force from time to time in UAE, in relation to the performance of the services and by the rules & regulations of all public bodies and companies whose property or rights are affected or may be affected in any way by the services.

17.2. Contractor shall conform in all respects with the provisions of any Statute, Ordinance of Law as aforesaid and the regulations or bye-law of any local or other duly constituted authority which may be applicable to the services and with such rules and regulation, public bodies and Companies as aforesaid and shall keep Company indemnified against all penalties and liability of every kind for breach of any such Statute, Ordinance or Law, regulation or bye-law.

17.3. During the tenure of the Contract, Contractor shall keep the site where the services are being performed reasonably free from all unnecessary obstruction and shall store or dispose of any equipment and surplus materials and clear away and remove from the site any wreckage, rubbish or temporary works no longer required. On the completion of the services, Contractor shall clear away and remove from the site any surplus materials, rubbish or temporary works of every kind and leave the whole of the site clean and in workmanlike condition to the satisfaction of the Company.

17.4. Key personnel cannot be changed during the tenure of the Contract except due to sickness/ death/ resignation of the personnel in which case the replaced person should have equal experience and qualification which will be again subject to approval by the Company.

## **18.0 Performance Security / Security Deposit:**

- 18.1. The Contractor shall furnish Security Deposit (SD) equivalent to 10% (ten percent) of the total contract value. Such Security Deposit is to be held by the Company as security for the due performance of the Contractor's obligations under the contract.
- 18.2. Bidders shall furnish SD of specified amount in the form of a Bank Guarantee or through Swift Transfer only. Details for Swift Transfer shall be issued to successful bidder along with Letter of Acceptance. Submission of SD through DD / Pay Order / Cheque etc. shall not be accepted.
- 18.3. SD Bank Guarantee shall be submitted as per standard format applicable for national / international banks in UAE. An indicative format is attached as Annexure to this ITB.
- 18.4. Swift Transfer shall be made directly to UBPL's account as per details attached as Annexure to this ITB.
- 18.5. The Contractor shall, within 20 (twenty) days from the date of award of job by the Company, submit the SD amount equal to 10% (ten percent) of the total contract value as aforesaid, issued by any bank having a credit rating of 'A' or above issued by Moody's or an equivalent rating agency.
- 18.6. This Performance Bank Guarantee shall be valid up to a period of 3 (three) months beyond the end of the Defects Liability period.
- 18.7. Company will discharge the bank guarantee not later than 30 days following its expiry.
- 18.8. No interest is payable on Security Deposit.

## **19.0 Liquidated Damages for Default in timely Mobilisation:**

- 19.1. In the event of the Contractor's default in timely completion of operations within the stipulated period as defined in the Scope of Work, the Contractor shall be liable to pay liquidated damages at the rate of 1% of the work value (each line item) per week or part thereof of delay subject to maximum of 5%.
- 19.2. The Company also reserves the right to cancel the Contract without any compensation whatsoever in case of failure to mobilize and commence operation within the stipulated period.

**20.0 Contract Price:** The Contract Price will remain firm during performance of the Contract and is not subject to variation on any account.

## **21.0 Liability**

- 21.1. Except as otherwise expressly provided, neither Company nor its servants, agents, nominees, Contractors, or subcontractors shall have any liability or responsibility whatsoever to whomsoever for loss of or damage to the equipment and/or loss of or damage to the property of the Contractor and/ or their Contractors or subcontractors, irrespective of how such loss or damage is caused and even if caused by the negligence of Company and/ or its servants, agents, nominees, assignees, Contractors and subcontractors. The Contractor shall

protect, defend, indemnify and hold harmless Company from and against such loss or damage and any suit, claim or expense resulting there from.

- 21.2. Neither Company nor its servants, agents, nominees, assignees, Contractors, subcontractors shall have any liability or responsibility whatsoever for injury to, illness, or death of any employee of the Contractor and/ or of its Contractors or subcontractors irrespective of how such injury, illness or death is caused and even if caused by the negligence of Company and/ or its servants, agents, nominees, assignees, Contractors and subcontractors. Contractor shall protect, defend, indemnify and hold harmless Company from and against such liabilities and any suit, claim or expense resulting there from.
- 21.3. The Contractor hereby agrees to waive their right to recourse and further agrees to cause their underwriters to waive their right of subrogation against Company and/or its underwriters, servants, agents, nominees, assignees, Contractors and subcontractors for loss or damage to the equipment of the Contractor and/or its subcontractors when such loss or damage or liabilities arises out of or in connection with the performance of the Contract.
- 21.4. The Contractor hereby further agrees to waive their right of recourse and agrees to cause their underwriters to waive their right of subrogation against Company and/or its underwriters, servants, agents, nominees, assignees, Contractors and subcontractors for injury to, illness or death of any employee of the Contractor and of its Contractors, subcontractors and/or their employees when such injury, illness or death arises out of or in connection with the performance of the Contract.
- 21.5. Except as otherwise expressly provided, neither Contractor nor their servants, agents, nominees, Contractors or subcontractors shall have any liability or responsibility whatsoever to whomsoever for loss of or damage to the equipment and/or loss or damage to the property of the Company and/or its Contractors or subcontractors, irrespective of how such loss or damage is caused and even if caused by the negligence of Contractor and/or its servants, agents, nominees, assignees, Contractors and subcontractors. The Company shall protect, defend, indemnify and hold harmless Contractor from and against such loss or damage and any suit, claim or expense resulting there from.
- 21.6. Neither Contractor nor their servants, agents, nominees, assignees, Contractors, subcontractors shall have any liability or responsibility whatsoever to whomsoever or injury to, illness, or death of any employee of the Company and/or of its Contractors or subcontractors irrespective of how such injury, illness or death is caused and even if caused by the negligence of Contractor and/ or their servants, agents, nominees, assignees, Contractors and subcontractors. Company shall protect, defend indemnify and hold harmless Contractor from and against such liabilities and any suit, claim or expense resulting there from.
- 21.7. The Company hereby agrees to waive its right of recourse and further agrees to cause its underwriters to waive their right of subrogation against Contractor and/or its underwriters, servants, agents, nominees, assignees, Contractors and subcontractors for loss or damage to the equipment of Company and/ or its Contractors or subcontractors when such loss or damage or liabilities arises out of or in connection with the performance of the Contract.

21.8. The Company hereby further agrees to waive its right of recourse and agrees to cause its underwriters to waive their right of subrogation against Contractor and/or its underwriters, servants, agents, nominees, assignees, Contractors and subcontractors for injury to, illness or death of any employee of the Company and of its Contractors, subcontractors and/or their employees when such injury, illness or death arises out of or in connection with the performance of the Contract.

21.9. Notwithstanding anything contained elsewhere in the Contract to the contrary, the Company shall save, indemnify, defend and hold harmless the Contractor, its Contractors or subcontractors and its and their servants, agents, nominees from and against all liabilities, claims, proceedings, damages, losses, costs and expenses (including legal fees) in respect of :

- (a) Loss of or damage to any well or bore-hole;
- (b) Blow-out, fire, explosion, cratering or any other uncontrolled well condition (including the costs to control a wild well and the removal of debris);
- (c) Damage to any reservoir, geological formation or underground strata or the loss of oil or gas there from; and
- (d) Pollution of any nature, including gradual seepage, discharge, dispersal or release of oil, gas or other petroleum derivatives or substances (including oil refuse or oil mixed with waste), smoke, vapour, soot, fumes, acid, alkalis, toxic chemicals, liquids or gases, waste materials or other irritants, contaminants or pollutants into land, atmosphere or any water course, howsoever caused emanating from the reservoir and/or from any equipment or property of Company, its covertures, Contractors or subcontractors arising from, relating to or in connection with the performance or non-performance of this Contract, without regard to cause or causes, including, without limitation, the fault or negligence (whether sole, concurrent, active, passive or otherwise) of the indemnified parties.

**22.0 Consequential Damage:** Neither party shall be liable to the other for special, indirect or consequential damages resulting from or arising out of the Contract, including but without limitation, to loss of profit 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.

**23.0 Waivers and Amendments:** It is fully understood and agreed that none of the terms and conditions of the Contract shall be deemed waived or amended by either party unless such waiver or amendment is executed in writing by the duly authorized agents or representatives of such party. The failure of either party to execute any right of termination shall not act as a waiver or amendment of any right of such party provided hereunder.

**24.0 Payment & Invoicing Procedure:**

24.1. Company shall pay to Contractor, during the term of the Contract, the amount due from time to time calculated according to the rates of payment set and in accordance with other provisions hereof. No other payments shall be due from Company unless specifically provided for in this Contract.

- 24.2. Payments due by Company to Contractor shall be made at Contractor's designated Bank. For this purpose, the vendor/Contractor/supplier shall provide his bank details in the format enclosed herein as. All Bank charges will be to Contractor's account (on account of beneficiary).
- 24.3. Payment of any invoices shall not prejudice the right of Company to question the validity of any charges therein, provided Company within one year after the date of payment shall make and deliver to Contractor written notice of objection to any item or items the validity of which Company questions.
- 24.4. Contractor shall submit two sets of all invoices to Company for processing of payment.
- 24.5. Contractor shall raise invoices on monthly basis for the job done, which 1s certified by the Company's representatives.
- 24.6. Payment of invoice, if undisputed, shall be made within 30 days of its receipt at Company's address.
- 24.7. The Company shall within 30 days of receipt of the invoice notify Contractor of any item under dispute, specifying the reasons thereof, in which event, payment of the disputed amount may be withheld until settlement of the dispute, but payment shall be made of any undisputed portion on or before the due date. This will not prejudice the Company's right to question the validity of the payment at a later date as envisaged in Para 24.3 above.
- 24.8. The acceptance by Contractor of part payment on any billing not paid on or before the due date shall not be deemed a waiver of Contractor's rights in respect of any other billing, the payment of which may then or thereafter be due.
- 24.9. Contractor shall maintain complete and correct records of all information on which Contractor's invoices are based up to two (2) years from the date of last invoice. Such records shall be required for making appropriate adjustments or payments by either party in case of subsequent audit query / objection.
- 24.10. Any audit conducted by Company of Contractor's records, as provided herein, shall be limited to Company's verification (i) of the accuracy of all charges made by Contractor to Company and (ii) that Contractor is otherwise in compliance with the terms and conditions of this Agreement.

**25.0 Rate of Payment:** Company shall make payment to the Contractor as per the agreed rates referred to Price Schedule. These rates include all taxes, duties and other levies payable by Contractor under the Contract.

**26.0 WITH-HOLDING:**

- 26.1. Company may withhold or nullify the whole or any part of the amount due to Contractor on account of subsequently discovered evidence in order to protect Company from loss on account of : -
  - (a) For non-completion of jobs assigned as per tender document
  - (b) Contractor's indebtedness arising out of execution of this Contract.
  - (c) Defective work not remedied by Contractor.

- (d) Claims by sub-Contractor of Contractor or others filed or on the basis of reasonable evidence indicating probable filing of such claims against Contractor.
- (e) Failure of Contractor to pay or provide for the payment of salaries/ wages, contributions, unemployment compensation, and taxes or enforced savings withheld from wages etc.
- (f) Failure of Contractor to pay the cost of removal of unnecessary debris, materials, tools, or machinery.
- (g) Damage to another Contractor of Company.
- (h) All claims against Contractor for damages and injuries, and/or for non-payment of bills etc.
- (i) Any failure by Contractor to fully reimburse Company under any of the indemnification provisions of this Contract. If, during the progress of the work Contractor shall allow any indebtedness to accrue for which Company, under any circumstances in the opinion of Company may be primarily or contingently liable or ultimately responsible and Contractor shall, within five days after demand is made by Company, fail to pay and discharge such indebtedness, then Company may during the period for which such indebtedness shall remain unpaid, with-hold from the amounts due to Contractor, a sum equal to the amount of such unpaid indebtedness.

Withholding will also be effected on account of the following: -

- (a) Order issued by a Court of Law in UAE
- (b) Income tax deductible at source according to law prevalent from time to time in the country.
- (c) Any obligation of Contractor which by any law prevalent from time to time to be discharged by Company in the event of Contractor's failure to adhere to such laws.
- (d) Any payment due from Contractor in respect of unauthorized imports.

When all the above grounds for withholding payments shall be removed, payment shall thereafter be made for amounts so with hold.

Notwithstanding the foregoing, the right of Company to withhold shall be limited to damages, claims and failure on the part of Contractor, which is directly/ indirectly related to some negligent act or omission on the part of Contractor.

#### **27.0 Set Off:**

Any sum of money due and payable to the contractor (including Security Deposit) under this contract may be appropriated by UBPL and set off against any claim of UBPL (or such other person or persons contracting through UBPL) for payment of a sum of money arising out of this contract made by the contractor with UBPL (or such other person or person contracting through UBPL).

## **28.0 Change In Law:**

- 28.1. In the event of any change or amendment of any Act or law, Rules or Regulations of Govt. of UAE or Public Body or any change in the interpretation or enforcement of any said Act or law, rules or regulations by UAE Govt. or public body which becomes effective after the date as advised by the Company for submission of final price bid for this CONTRACT and which results in increased cost of the works under the CONTRACT through increased liability of taxes, (other than personnel and Corporate taxes), duties, the Contractor shall be indemnified for any such increased cost by the Company subject to the production of documentary proof to the satisfaction of the Company to the extent which is attributable to such change or amendment as mentioned above.
- 28.2. Similarly, if any change or amendment of any Act or Law including Gabon Income Tax Act, Rules or regulations of any Govt. or public body or any change in the interpretation or enforcement of any said Act or Law, rules or regulations by Gabon Govt. or public body becomes effective after the date as advised by the Company for submission of final price bid of this CONTRACT and which results in any decrease in the cost of the project through reduced liability of truces, (other than personnel and Corporate truces) duties, the Contractor shall pass on the benefits of such reduced cost, truces or duties to the Company.
- 28.3. Notwithstanding the above mentioned provisions, the Company shall not bear any liability in respect of (I) Personnel truces on the employees of Contractor and the employees of all its sub-contractors etc. (ii) Corporate truces in respect of the Contractor and its subcontractors etc.
- 28.4. Save to the extent of Contractor's indemnification obligations under clause 21, and notwithstanding any other provision of this Contract to the contrary, the Contractor's cumulative and maximum aggregate liability arising from or related to the performance or non-performance of this Contract, whether so arising by virtue of the Contractor's breach of contract, negligence, strict liability or otherwise at law, shall be limited to the Contract Price. The Company shall be responsible for, and undertakes to save, defend, indemnify and hold harmless the Contractor Group from and against all claims, liabilities, proceedings, damages, losses, costs and expenses (including legal fee) to the extent to which they shall exceed the said maximum aggregate liability cap.
- 28.5. Due to the uncertainty of variable well conditions and the fact that interpretation of logs / data are opinions based upon inferences from measurements and empirical relationships with respect to which analysts may differ, Contractor cannot and does not warrant the accuracy or completeness of any interpretation, recommendation, reservoir description, analysis, measurement, log, report, study, or data, furnished by Contractor hereunder (Information) and Company has full responsibility for any decision of whatever nature (including without limitation any financial or operational decision) based upon the information (and shall defend, indemnify and hold Contractor harmless in respect thereof, notwithstanding anything herein to the contrary).

## **29.0 Intellectual Property Ownership:**

While providing the Services to Company, contractor may utilize expertise, know-how and other intellectual capital (including intellectual Property) and develop additional expertise, know-how and other intellectual capital (including intellectual property) which are contractor's exclusive property and which Contractor may freely utilize in providing Services for its other customers. Except where expressly and specifically indicated in writing, and in exchange for appropriate agreed payment, Contractor does not develop any intellectual property for ownership by Company, Contractor retains sole ownership of any such intellectual capital (including intellectual property) created by Contractor during the course of providing the Services. Contractor grants no title, license or right to Company to use Contractor intellectual capital (including intellectual property)

## **30.0 Intellectual Property Infringement:**

Contractor shall indemnify and hold the Company harmless from any third party claims arising on account of intellectual property infringement with respect to its Services. Except when such infringement is caused due to (a) combination of contractor's equipment's or Services in combination or their equipment's and / or services not recommended by Contractor (b) out of unauthorized additions or modifications of contractor's equipment or services by Company, or (c) Company's use of contractor's equipment or services that does not correspond to Contractor'

## **31.0 Secrecy:**

During this Contract Company and its employees, agents, other contractors (of any tier) and its/ their employees etc. may be exposed to certain confidential information and data of the Contractor. Such data and information shall held by the Company, its employees, other contractors (of any tier) and its/their employees in the strictest confidence and shall not be disclosed to any other party except on a need to know basis.

## **32.0 Interpretation Of Contract Documents:**

32.1. In case of irreconcilable conflict in non-technical matters between the provisions in the separate contract documents concerning or governing the same aspect precedence shall be given to the provisions contained in the documents mentioned below in the order in which they are set out below:

- (a) Formal Contract
- (b) Acceptance of Tender
- (c) Price Schedule annexed to Letter of Acceptance
- (d) Agreed Variations, if any, annexed to the Letter of Acceptance
- (e) Addenda to the Tender documents, if any
- (f) Scope of Work
- (g) Instructions to Tenderers
- (h) Conditions of Contract

32.2. A variation or amendment issued after the execution of the formal contract shall take precedence over the formal contract and all other Contract Documents.

### **33.0 Government Regulations**

33.1. The Contractor shall comply with and ensure strict compliance by his/its sub-Contractors and agents of all applicable Central, State, Municipal and local laws and regulations and undertakes to indemnify the Company from and against all levies, damages, penalties, any payments whatsoever as may be imposed by reason of any breach or violation of any law, rule or regulation and against all actions, proceedings claims and demands arising there from and/ or relative thereto.

### **34.0 Indemnification**

34.1. "Contractor shall, and hereby guarantees that Contractor and its Sub-contractors shall, indemnify and hold harmless the Company, its affiliates and any co-venturers for loss of and damage to property not owned by and not under the care, custody or control of Company and its affiliates or any co-ventures and deaths and injuries to the extent such damage, death or injury is caused by the negligent or wrongful acts or omissions of any of Contractor , its affiliates and/ or Sub-contractors arising out of or in connection with the performance of Contractor 's obligations under this Contract".

34.2. "Subject to the provisions of Clause 34.1 (a) hereof, Company shall indemnify and hold harmless the Contractor and its affiliates for loss of and damage to property not owned by and not under the care, custody or control of Contractor and its affiliates and deaths and injuries to the extent such damage, death or injury is caused by the negligent or wrongful acts or omissions of any of Company and, its affiliates arising out of or in connection with the performance of Company's obligations under this Contract

34.3. Contractor shall indemnify and hold harmless Company including its employees, servants and agents against any loss or liability that may arise on account of death of or injury to Contractor's personnel and loss or damage to Contractor's property.

34.4. Company shall indemnify and hold harmless Contractor including its employees, servants and agents against any loss or liability that may arise on account of death of or injury to Company's personnel and loss or damage to Company's property.

34.5. Effect of Insurance: The obligations of Contractor to indemnify and hold harmless Company against claims referred to in clause 34.1 shall not be limited or reduced by any insurance provided in accordance with clause 34.1 except to the extent that the proceeds of any such insurance shall be applied to reduce claims made against Company.

34.6. Company shall release and hold Contractor harmless from and against any claim for loss or damage to the Plant (including materials for incorporation therein) or other property of Company.

34.7. Company shall indemnify and hold Contractor harmless from and against any claim by a third party (other than Contractor's employees or Sub-contractors) for

loss or damage to property or death or injury to persons which arises out of the Project, except where such loss, damage or injury is due to negligence or default of the Contractor, its affiliates, sub-Contractors, personnel or any of them.

- 34.8. Sub-Contractors: Contractor shall ensure that its subcontracts contain indemnification provisions in favour of Company, its affiliates and any co-ventures and their respective officers, directors, employees, servants, Contractor s and agents no less beneficial than those of clause 34.1 & 34.2.
- 34.9. Company shall take out and maintain insurance for the equipment/materials at project site for incorporation therein against "All Risks" of loss or damage, to the full replacement value thereof, in accordance with good international practice. Cover shall be provided for the equipment/materials in transit to the site. In the event of any loss or damage, Contractor shall assist Company in preparing the insurance claim to be submitted by Company and shall provide services as necessary to re procure lost or damaged materials and to require Contractors to repair, replace or reconstruct the damaged part of the equipment/ material, all such services, Equipment/materials and construction being at Company's cost. Company shall, to the extent reasonably possible, procure that it's ensures under such insurance policies waive their rights of subrogation against Contractor.
- 34.10. Company shall take out and maintain Third Party Liability Insurance, for an ensured amount to cover potential loss or damage to adjacent property and injury to persons arising out of the Project. Such insurance shall be the Company's name and Company shall be the loss payee.
- 34.11. Company shall release and hold Contractor harmless from and against any claim for loss or damage to the Project Site (including materials for incorporation therein) or other property of Company.
- 34.12. Company shall indemnify and hold Contractor harmless from and against any claim by a third Party (other than Contractor's employee's or Sub-contractor's) for loss or damage to the property or death or injury to persons which arises out of the Project, except where such loss, damage or injury is due to negligence or default of the Contractor, its affiliates, sub-Contractors, personnel or any of them.
- 34.13. The Contractor shall ensure that appropriate provisions are inserted into all contracts with Contractors, sub-Contractors and Vendors, including a "Mutual Hold Harmless" provision whereby each Contractor or other party working on the Site undertakes to bear all liability for loss, damage or injury to its personnel and its property, and to indemnify and hold Company, Contractor, their respective affiliates, co-ventures, officers, directors, employees and all other Contractors harmless from any claim that may arise from such loss, damage or injury.
- 34.14. The maximum liability of the Contractor in all circumstances under this Contract shall be limited to the Contract Value.

### **35.0 Claims by the Contractor**

- 35.1. Should the Contractor consider that he is entitled to any extra payment or compensation in respect of the works over and above the amounts due in terms of the Contract or should the Contractor dispute the validity of any deductions made or threatened by the Company from any Running Account Bills, the

Contractor shall forthwith give notice in writing of his claim in this behalf to the Engineer-in-Charge and the Site Engineer within 10 (ten) days from the date of the issue of orders or instructions relative to any works for which the Contractor claims such additional payment or compensation and such notice shall give full particulars of the nature of such claim, grounds on which it is based, and the amount claimed.

- 35.2. The Company shall not anyway be liable in respect of any claim by the Contractor unless notice of such claim shall have been given by the Contractor to the Engineer-in-charge and the Site-Engineer in the manner and within the time specified and the Contractor shall be deemed to have waived any and all claims and all his rights in respect of any claim not notified to the Engineer-in-Charge and the Site Engineer in writing in the manner and within the time aforesaid.
- 35.3. Any claims of the Contractor notified in accordance with the provision as stated above shall remain at the time of preparation of Final Bill by the Contractor shall be separately included in the Final Bill prepared by the Contractor in the form of a Statement of Claims attached thereto,
- 35.4. The Final Bill shall include in a separate statement annexed thereto the notified claims of the Contractor.
- 35.5. No claim(s) shall on any account be made by the Contractor after the Final Bill.

### **36.0 Discharge of Company's Liability**

- 36.1. The acceptance by the Contractor of any amount paid by the Company to the Contractor in respect of the final dues of the Contractor under the Final Bill shall be upon condition that the said payment is being made in full and final settlement of all dues to the Contractor.

### **37.0 Guarantee / Defect Liability Period**

- 37.1. The Guarantee / Defect Liability Period for the services rendered by the Contractor shall be duration of contract plus 12 (twelve) months.
- 37.2. The Contractor shall, at his own cost and initiative, correct and/ or rectify any and all defect(s) and/ or imperfections in the services rendered.

### **38.0 COMPLETENESS OF PRICING**

- 38.1. General: The text description of an item given herein is intended only as a brief description for identification and not an exhaustive detailing of the obligation or work involved.
- 38.2. The rates, sums and prices:
  - a. are stated in US Dollars (USD) only.
  - b. are considered complete in respect of the Services and no extras will be considered unless they are deemed extra to the Services.
  - c. shall remain firm, fixed and valid until completion of the Contract and shall not be subject to escalation for any reason whatsoever.

- d. are all inclusive rates, sums and prices without limitation to all taxes chargeable under this Contract, excluding With-holding tax and VAT / GST payable by the Consultant unless stated otherwise elsewhere in the Contract.
- e. The cost of any item where the price is left blank shall be deemed included elsewhere.
- 38.3. The Consultant shall be deemed to have made itself fully familiar with the nature of the Services and has accounted for in its rates, sums and prices, amongst other things:-
- Local conditions relating to weather and other operational conditions; taxes; laws and regulations.
  - Profits and Over heads including all other expenses or outgoings incidental to the clerical work of the Consultant's establishment and to the general running and management of the business;
  - All costs in respect of insurances taken by Consultant;
  - All other contingent costs, expenses, liabilities, risks, services and responsibilities in connection with the Services.
  - Expenses Including fares or transport , subsistence allowances, traveling time, visas, medical cover;
- 38.4. The quoted amount should include all costs including but not limited to travelling, accommodation or any other related charges and Company will not have any responsibility to arrange transport or any other facility that may be required by the consultant for carrying out the assigned job.
- 38.5. The quoted price shall be inclusive of cost of preparation of RFQ. No extra cost apart from quoted price shall be acceptable.

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**URJA BHARAT PTE LTD**

**TENDER DOCUMENT**

**FOR**

**HIRING SERVICES FOR PROJECT  
MANAGEMENT CONSULTANT FOR  
EXPLORATION BLOCK IN UAE**

**TENDER NO: UBPL/PMC/2019-20/01**

**PART - II**

**(PRICE PART)**

**Office No. 254, Al Bateen Tower C6**

**Bainunah, Street 34**

**ADIB Building**

**Abu Dhabi, UAE.**

# **UN-PRICED BID**

## **A. PREAMBLE**

## **B. SCHEDULE OF RATES**

# PREAMBLE

1. The preamble is an integral part of the Schedule of Rates (SOR) and any definition and explanation given herein shall have as much force as though they are incorporated in to the description of the item themselves in the Schedule of Rates.
2. All rates shall be in US Dollars (US\$).
3. The rates quoted by bidder shall remain fixed and firm and shall not be subject to escalation for any reason whatsoever.
4. **Quoted rate shall be inclusive of all taxes, duties, levies etc. except Withholding Tax and VAT / GST.**
5. VAT / GST shall be reimbursed by UBPL or deposited under Reverse Charge Mechanism at applicable rates.
6. Payment shall be made by UBPL, Singapore. It is understood that withholding tax is not required to be deducted from payments made to non-resident entities unless services have been provided by them in Singapore.
7. Bidders are advised to take an independent view on VAT / GST & withholding tax while quoting. VAT / GST and the withholding tax applicable as per bidder shall be separately indicated in their techno-commercial bid as per annexure provided in ITB.
8. UBPL's liability for paying the withholding tax would be limited to the least of the following withholding tax rates:
  - a. Tax rates as quoted by the bidder
  - b. Actual tax rates as supported by the documents / certificates
9. In case the actual withholding tax rate exceeds the withholding tax rate quoted by the bidder, then the bidder shall receive payment after deduction of excess of actual withholding tax over withholding tax quoted by the bidder.
10. Bids shall be evaluated on all-in cost basis, i.e. inclusive of withholding tax & VAT/GST (including under reverse charge mechanism).
11. Fee quoted for all items as per scope of work shall consist of all the charges including but not restricted to the boarding, lodging and the inspection cost, transportation, visits to site, visit to company office etc.
12. The Schedule of Rates should be read with all the other section of this tender document. In case any activity though specifically not covered under Schedule of Rates (SOR) descriptions but the same is covered under scope of work or any other section of the tender document, no extra claim on this account shall be entertained, since SOR is to be read in conjunction with all other documents forming part of the contract.
13. No claim shall be entertained at a later date towards any items due to the above including where low /high rates have been quoted by the successful tenderer.
14. Day-rates as quoted in Table-B of SOR shall mean twelve hours working per day. Month shall refer to calendar months or part thereof.
15. All items of services mentioned in the Schedule of Rates shall be carried out as per the specifications and instructions of Engineer-in-Charge and the rates are inclusive of

material, consumables, labour, supervision or otherwise as mentioned in the techno-commercial part.

16. Quantities provided in the SOR are for the purpose of evaluation only. Payment shall be made on the basis of actual quantities utilized.
17. Complete contents of the SOR shall be made available in the un-priced offer except the price.
18. 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.
19. Bidder is not permitted to insert any conditions / deviations / notes to the Schedule of Rates. Additional conditions / deviations / notes so inserted shall not be considered and shall be treated as null and void.

**Signature & Seal of Bidder**

## SCHEDULE OF RATES - SUMMARY

SI.No.	Description	Amount (USD) in figures	Amount (USD) in words
1	Table-A: Well Engineering, Planning & Scheduling, Tendering & Procurement and other Services		
2	Table-B: Monitoring & Supervision of Operations and other ancillary Services		
	<b>Total Amount (Table A+B):</b>		

**Signature & Seal of Bidder**

**Table-A (for Phase-I): Well Engineering, Planning & Scheduling, Tendering & Procurement and other Services**

<b>Sl. No.</b>	<b>Item Description</b>	<b>Qty</b>	<b>UOM</b>	<b>Rate (USD) In figures</b>	<b>Rate (USD) In words</b>	<b>Amount (USD) In figures</b>	<b>Amount (USD) In words</b>
1	Preparation of Preliminary Well design as detailed in 2.1.2 clause of Scope of Work.	1	Each				
2	Preparation of Detailed Well design & Drilling Programme as per the clause 2.1.3 clause of Scope of Work	9	Each				
3	Preparation of Well testing plan, program and other activities required prior to testing as per 2.1.4 clause of Scope of Work	9	Each				
4	Tendering for Procurement of material and as detailed in scope of the work clause 2.1.5 in the Scope of Work	40	Each				
5	Preparation of documents as per the clause 2.1.6 of scope of work	1	Lump sum				
	<b>Total Amount :</b>						

**Signature & Seal of Bidder**

**Table-B (for Phase-II): Monitoring & Supervision of Operations and other ancillary Services**

Sl. No.	Item Description	Qty	UOM	Rate (USD) In figures	Rate (USD) In words	Amount (USD) In figures	Amount (USD) In words
1.	Project Manager	30	Months				
2.	Day Drilling Supervisor	600	Days				
3.	Night Drilling Supervisor	400	Days				
4.	Well-Site Geologist	300	Days				
5.	Testing Engineer	100	Days				
6.	Petro Physicist	60	Days				
7.	Mud Engineer	400	Days				
8.	Civil Engineer	100	Days				
9.	Materials Manager	30	Months				
10.	HSE Engineer	30	Months				
	<b>Total Amount :</b>						

**Signature & Seal of Bidder**