



Bashayer Pipeline Company (BAPCO)
Almugran District – Petrodar Tower
P.O. Box 11778, Khartoum, Sudan,
Tel : +249 183 790501 Fax: +249 183
790550

Tender NO: BAPCO/PETCO/21-284

Provision OF

Offshore Marine Support Services OMSS for

Bashayer I and II



Bashayer Pipeline Company (BAPCO)
Almugran District – Petrodar Tower
P.O. Box 11778, Khartoum, Sudan,
Tel : +249 183 790501 Fax: +249 183 790550

Date: 24th Feb 2021
To: All Bidders
Attn: General Manager

Dear Sir,

INVITATION TO BID

Tender NO: BAPCO/PETCO/21-284 for Provision of Offshore Marine Support Services OMSS for Bashayer I and II

Bashayer Pipeline Company (BAPCO) is hereby pleased to invite your company (BIDDER) to submit a sealed Bid Proposal for the above-mentioned tender. The tender shall be governed by, and your Bid Proposal submission shall be in accordance with the attached Instruction to Bidders (ITB) documents.

Before you submit your Bid Proposal, please read and understand clearly the content of all the ITB. The format of Bid Proposal submission shall be as per the attachment to this letter.

All costs incurred in preparing and submitting your Bid Proposal including presentations if required shall be solely at your own expense and will not be reimbursed by BAPCO under any circumstance. Furthermore, BAPCO shall not be responsible for any loss and/or delay in delivering your proposals. BAPCO reserves the right to reject any or all BIDDERS or select BIDDER(s) of its choice without assigning any reasons.

Due to the urgency of the project, BAPCO accept to receive the Technical proposal through email.

E-mail address rihabf@bashaerpl.com and mfathi@bashayerpl.com.

Bidder is requested to send the Original Technical and Original Commercial properly wrapped, separately, sealed and labeled by hand or courier as follows:

Tender NO: BAPCO/PETCO/21-284 for Provision of Offshore Marine Support Services OMSS for Bashayer I and II

Bashayer Pipeline Company (BAPCO)
Almugran District – Petrodar Tower
P.O. Box 11778, Khartoum, Sudan.
First floor Secretary, Tender Committee

Tender Document shall be submitted not later than 13:00 (Sudan Local Time) 15th March 2021 (Bid Closing Date). Late bids will be rejected. Bid Proposal shall be valid for 120 days.

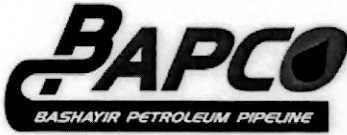
BIDDERS ARE HEREBY FOREWARNED TO FOLLOW STRICTLY ALL THE INSTRUCTIONS GIVEN IN THE ITB IN COMPLETING, PACKAGING AND SUBMISSION OF YOUR BID PROPOSAL, OTHERWISE YOUR BID PROPOSAL WILL BE CONSIDERED NONCOMPLIANCE / INVALID AND THEREFORE REJECTED.

Please acknowledge receipt by advising BAPCO via fax of your interest to participate within five days upon receipt of this invitation. All invited BIDDERS are to advise BAPCO should BIDDERS declined from participation, and to state reasons for such decision. Failure to do so may result BIDDERS being dropped from future bidders list.

Thank you,

Yours Faithfully


Secretary, Tender Committee



Bashayer Pipeline Company (BAPCO)
Almugran District – Petrodar Tower
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ATTACHMENT TO INVITATION TO BID LETTER
BID PROPOSAL FORMAT

BIDDERS are required to submit Bid Proposal in the format as described below. BIDDERS are reminded that the Technical Proposal Package MUST NOT contain any prices.

TECHNICAL PROPOSAL PACKAGE

The Technical Proposal Package shall include, but not limited to, the following:

Sub-Section (T1) Covering Letter

- 1) BIDDER shall list the contents of BIDDER's proposal and qualify any special additions not specifically requested for.
- 2) BIDDER shall state whether the company, if awarded this CONTRACT, will actually undertake the SERVICES or it will be undertaken by affiliated company, principal, associate, subsidiary, subcontractor, third party or other.

Sub-Section (T2) Proposal Form

As per the format in ATTACHMENT B.

Sub-Section (T3) BIDDER's Profile

BIDDER is required to provide information about its company as specified for in ATTACHMENT D, which shall include: -

1. Background of company
2. Main activity/business
3. Equity/shareholders/Directors
4. Affiliates/principal/subsidiaries company

Sub-Section (T4) Capability and Experience

BIDDER is required to provide details of its experience as per the format in ATTACHMENT E

Sub-Section (T5) CONTRACTOR's Proposal for the SERVICES

BIDDER shall submit the following: -

Example (User Department to specify)

- Description of the proposed SERVICES – methodology and resources
- Proposed personnel for the SERVICES

BIDDER shall be responsible for all necessary arrangements required in connection with the SERVICES – e.g. statutory permits, issuance of work permits/visas etc for its personnel engaged for the SERVICES, etc.

Sub-Section (T6) Safety Program

BIDDER shall describe its HSE Management System, safety track record and safety award achievement(s) if available.

Sub-Section (T7) Exceptions

BIDDER must have one of the following statements prominently displayed in capital letters under this section:-

“THIS BID PROPOSAL COMPLIES WITH ALL TERMS AND CONDITIONS OF THE CONTRACT”



Bashayer Pipeline Company (BAPCO)
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or

"THE BASE BID PROPOSAL COMPLIES WITH ALL TERMS AND CONDITIONS OF THE CONTRACT. ALTERNATIVELY, THE SUBMISSION INCLUDES PROPOSED EXCEPTIONS/ALTERNATIVES WHICH ARE LISTED IN THIS SECTION."

BIDDER must submit a complete and detailed listing of all exceptions to the tender documents (TERMS & CONDITIONS of CONTRACT and/or exhibits) in the format provided in ATTACHMENT C, and as per the instruction in ATTACHMENT A.4.

The following instructions must be observed:

1. Complete new proposed wording must be provided for each exception (i.e. complete sentences with no reference to deletion or insertion of words).
2. No prices or cost reduction are to be shown for the exceptions submitted in the TECHNICAL PROPOSAL Exceptions with cost implication must be marked with an asterisk (*) under the column "Reduction in Bid Price if BAPCO accepts the Exception".

or

"THIS BID PROPOSAL IS BASED ON CERTAIN EXCEPTIONS TO TERMS AND CONDITIONS OF THE CONTRACT, AND BIDDER CAN NOT ACCEPT AT ANY COST TO ENTER INTO CONTRACT WITH BAPCO BASED ON RESPECTIVE ORIGINAL WORDINGS"

BIDDER must submit a complete and detailed listing of all exceptions to the Tender Documents (TERMS & CONDITIONS of CONTRACT and/or exhibits) in the format provided in ATTACHMENT C and a statement "will not accept BAPCO's wordings at any cost" under the column "Reduction in Bid Price if BAPCO accepts the Exception".

COMMERCIAL PROPOSAL PACKAGE

The Commercial Proposal Package shall include, but not limited to, the following:-

Sub-Section (C1) Covering Letter

As per Attachment B 2.

Sub-Section (C2) CONTRACT Price Schedule

As per the format in EXHIBIT IV

Sub-Section (C3) Exceptions

BIDDER must submit a complete and detailed listing of only the exceptions that have cost and/or time impact in the format provided in ATTACHMENT C.

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FOR

Tender NO: BAPCO/PETCO/21-284

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ATTACHMENT A

INSTRUCTIONS TO BIDDERS

A.1 INTRODUCTION

- A.1.1 Bashayer Pipeline Company (**BAPCO**) (hereinafter referred to as "BAPCO"), is hereby soliciting competitive bid proposals ("Bid Proposals") from your company (hereinafter referred to as "BIDDER") for the SERVICES as specified in this tender documents.

The Scope of SERVICES (referred to as "" SERVICES") and details on requirements are specified in the CONTRACT and its exhibits. Please study these carefully.

- A.1.2 To enable BAPCO to assess the relative merits of each bid, BIDDER is requested to furnish BAPCO with any and all relevant and complete information as set forth in this ATTACHMENT A.

- A.1.3 BIDDER is urged to comply strictly with each and every one of the provisions of this tender document and must submit Bid Proposal strictly in accordance with the terms of the tender documents, which consist of the following:

| | |
|--------------|--|
| ATTACHMENT A | - INSTRUCTIONS TO BIDDERS |
| ATTACHMENT B | - PROPOSAL FORM |
| ATTACHMENT C | - EXCEPTIONS FORM |
| ATTACHMENT D | - BIDDER'S PROFILE |
| ATTACHMENT E | - BIDDER'S EXPERIENCE |
| ATTACHMENT F | - BIDDER'S FINANCIAL CAPABILITY |
| ATTACHMENT F | - TERMS & CONDITIONS OF CONTRACT (including its exhibits) |

- A.1.4 BAPCO will accept and encourage proposals made jointly by two or more BIDDERS who wish to combine their resources. However, BAPCO will not accept and will disqualify any BIDDER who submitted more than one proposal.

- A.1.5 **As a base case, Bidder's proposal shall be in full conformity with the requirements as set out in this tender document.** Nothing shall be deemed to change or supplement this basis except revisions to the tender documents issued to all BIDDERS in writing by BAPCO as Tender Clarifications or Tender Addendum. **If BIDDER wishes to present alternatives, BIDDER may do so only after having duly complied with the requirements of this tender document as its primary bid.**

FAILURE TO COMPLY WITH THIS REQUIREMENT OF SUBMITTING A FULLY CONFORMANCE BASE BID WILL RISK BIDDER'S PROPOSAL BEING DROP FROM FURTHER EVALUATION, BEING A NON-CONFORMANCE BID.

- A.1.6 Any query concerning preparation of Bid Proposal is to be directed in writing to the address given in Section A-7.3. All relevant questions, along with BAPCO's reply, will be sent to all BIDDERS.
- A.1.7 Bid Proposal shall be binding for a period of time stated in the Invitation to Bid letter. BIDDER may assume that award for this CONTRACT will be made within the bid validity period.
- A.1.8 BIDDER shall also provide quotation(s) for any adjustment(s) required by BIDDER to extend the bid validity for each two (2) consecutive 30-day period up to an additional sixty (60) days beyond the validity period specified in Section A-1.7 above, if requested by BAPCO.
- A.1.9 All Bid Proposals must be signed and certified by an officer duly authorized by BIDDER.
- A.1.10 Any amendments appearing in the he Bid Proposal must be signed by the BIDDER's authorized officer.
- A.1.11 BIDDER is encouraged to consider maximizing Sudan resources and facilities in the execution of the SERVICES and to be highlighted in the Bid Proposal.
- A.1.12 FAILURE TO STRICTLY COMPLY WITH THE INSTRUCTIONS SET FORTH IN THIS ATTACHMENT A WILL RESULT IN THE BID PROPOSAL BEING DEEMED TO BE NON-COMFORMING, IN WHICH CASE IT WILL BE EXCLUDED FROM FURTHER CONSIDERATION.

A.2 INTENTION TO BID

- A.2.1 BIDDER is requested to check the tender documents upon receipt and to advise BAPCO if there is any omission or pages missing, or if there are any conflicting requirements.
- A.2.2 BIDDER is required to acknowledge receipt and to confirm within the time stipulated in the Invitation to Bid letter, upon receipt of tender documents: -
 - BIDDER's intention to submit Bid Proposal
 - Address and name of representative to whom BAPCO shall address all communications pertaining to the tender.
- A.2.3 BIDDER is required to confirm BIDDER's understanding of the tender documents and agreement to bid by executing the Proposal Form as per ATTACHMENT B, to be submitted together with the Bid Proposal. An officer duly authorized by BIDDER must sign the Proposal Form, without making any changes to the form.
- A.2.4 Should BIDDER decline to submit a proposal, BIDDER shall state in writing the reasons for declining to submit a proposal. BIDDER is required to promptly return all tender documents to BAPCO and, in all such cases, this shall be done not later than the Bid Closing Date as stated in the Letter of Invitation to Bid.

The tender documents returned shall be forwarded to the address given in Section A-9.3 and the following shall be clearly marked on the cover/envelop:

1. DECLINE TO BID – DOCUMENT RETURNED
2. TENDER (Number and Title)
3. BIDDER's Name

A.3 PRICE QUOTATIONS

- A.3.1 All rates proposed by BIDDER shall be quoted in US Dollars (USD) and shall be firmed throughout the duration of the CONTRACT.
- A.3.2 Price quoted shall prevail throughout the duration of this CONTRACT and shall not be subject to revision by reason of cost escalation nor currency fluctuation.
- A.3.3 The CONTRACT Price Schedule must be entirely completed by BIDDER as required. Every page of CONTRACT Price Schedule must be stamped by BIDDER's official company logo and properly initialed by BIDDER's authorized officer.
- A.3.4 Payments under the terms of this CONTRACT shall be in accordance with the relevant articles of the CONTRACT.

A.4 CONTRACT EXCEPTIONS

- A.4.1 If BIDDER has any change that is considered of mutual benefit or if there is any exception to the terms and conditions of the CONTRACT or any other part of the tender document, BIDDER must state the changes or exceptions proposed by using the format in ATTACHMENT C and giving specific reasons thereof. BIDDER must indicate clearly the effect, if any, these changes or exceptions may have on BIDDER's price quotation if the changes or exceptions are accepted by PAPCO.

BIDDER shall ensure that BIDDER's base quotation excludes such change(s) or exception(s).

- A.4.2 Change(s) or exception(s) to the CONTRACT expressed after the Bid Closing Date shall not be considered.
- A.4.3 PAPCO reserves the right to accept or reject any or all of the proposed change(s) or exception(s). BAPCO will review each change or exception on a case-by-case basis.
- A.4.4 If BIDDER cannot accept BAPCO's wording at any price , and is willing to take risk having its Bid Proposal rejected on this bases, then BIDDER must make the following statement under the " CHANGE IN BID PRICE " column in ATTACHMENT C :

" FIRM - Will not accept BAPCO's wording at any price " .

A.5 TAXES AND DUTIES

- A.5.1 BIDDER is responsible to seek clarification through their tax advisor on the applicability of tax provisions prior to submitting the Bid Proposal.
- A.5.2 BIDDER shall ensure that all applicable taxes and duties are incorporated in the Bid Proposal.

A.6 PROPOSAL FORMAT

BIDDER shall submit the Bid Proposal as per the format and content as set out in the appendix to this ATTACHMENT A.

A.7 SUBMISSION OF PROPOSAL

A.7.1 BIDDER is requested to submit the Technical and Commercial Packages in two (2) copies, including one (1) original set of each. The original set of each package must be wrapped separately from the other copies and clearly marked with the word "ORIGINAL-COMMERCIAL" or "ORIGINAL-TECHNICAL" on the cover of the respective package. Copies of the Technical Proposal shall also be wrapped separately from the Commercial Proposal and marked with the word "COPY-TECHNICAL PROPOSAL" or "COPY-COMMERCIAL PROPOSAL" on the cover of the respective package.

In the event of discrepancy between the original set and the copies, the original shall prevail.

A.7.2 BIDDER shall ensure that all proposals or submissions to BAPCO pertaining to the tender are properly wrapped, sealed and labeled accordingly as follows:

"ORIGINAL-COMMERCIAL"

"ORIGINAL-TECHNICAL"

"COPY-COMMERCIAL PROPOSAL"

"COPY-TEHCNICAL PROPOSAL"

BIDDER shall ensure that BIDDER's name and address and the tender number and title are indicated on the cover of each package.

A.7.3 All communications/correspondence with regard to bid preparation/clarification and submission of Bid Proposal shall be made to the following address:

SECRETARY, TENDER COMMITTEE
Bashyer Pipeline Company (BAPCO)
(PROCUREMENT DEPT, 1st Floor)
PETRODAR TOWER
Almugram District, P.O. Box 11778,
Khartoum
Sudan

TEL : 249 187008160/1/3

FAX : 249 183 790530

Email : rihabf@bashayerpl.com mfathi@bashayerpl.com

A.7.4 All correspondences with regard to tender clarifications shall be in writing and must indicate the tender number and title and sent to the address given in Section A.7.3.

A.7.5 BIDDER is strongly advised to deliver the proposal by hand in order to assure timely receipt by PAPCO. If BIDDER elects to mail the proposal, BIDDER is

advised to use a fast and reliable delivery service (e.g., courier). BIDDER should advise BAPCO by fax the date and details of the delivery services.

A.7.6 Responsibility for timely delivery of the proposal to the correct address rests fully with BIDDER. BAPCO does not accept late bids. Delivery to the wrong address shall not be an excuse for late delivery.

A.7.7 **BIDDER must ensure that the proposal is delivered to the address given in Section A.7.3 above not later than the Bid Closing Date specified in the Invitation to Bid letter.**

A.8 ACCEPTANCE

A.8.1 BAPCO may, at its option, reject all bids received or may accept any bid which, in BAPCO's sole judgment, is the most advantageous to BAPCO. BAPCO reserves the right to accept or reject all or part of the proposal at BAPCO's discretion and will be under no obligation to explain the reasons thereof.

A.8.2 BAPCO reserves the right to award the contract at its own discretion.

A.8.3 BAPCO shall not be deemed to have accepted all or any parts of a proposal unless and until written acceptance is issued.

A.8.4 The successful BIDDER will be invited to enter into an agreement with BAPCO (reference is made to the CONTRACT FORM of the Bid Document). Prior to such an invitation, BAPCO may send the successful BIDDER a letter or telex of intent.

A.8.5 In the event that BIDDER is a partnership, consortium, joint venture or such other association of companies acting together for the purpose of entering into the CONTRACT, or planning to subcontract any of the SERVICES of the CONTRACT, then details about the composition and legal status of the BIDDER and subcontractor shall be attached to the Bidding Documents. Failure to provide such documents in advance shall, at BAPCO's option, be treated as a breach of BAPCO bidding requirements.

ATTACHMENT – B 1

TECHNICAL PROPOSAL FORM

Date :

To : Bashyer Pipeline Company .
Petrodar Tower
Almugran Al Gaba Street, Khartoum
Sudan

ATTN : SECRETARY, TENDER COMMITTEE

Dear Sir,

BID PROPOSAL FOR TENDER NO. _____ FOR PROVISION OF _____

We, the undersigned, certify that we have read and understood the subject Invitation to Bid tender document for Provision of _____ for BAPCO.

We acknowledge that we have thoroughly reviewed the tender document and hereby submit our Technical Bid Proposal for the CONTRACT and therefore we shall be solely responsible for the SERVICES which shall be in accordance with good contractual practice.

We offer to perform the SERVICES as detailed in the tender document as stated in our technical proposal attached hereto.

If our technical proposal is accepted, we undertake that, pending the execution of a formal contract, this Bid Proposal, together with BAPCO's written acceptance shall constitute a binding contract between us.

Yours truly,

Signature:

Name:

Position:

ATTACHMENT – B 2

COMMERCIAL PROPOSAL FORM

Date :

To : **SECRETARY, TENDER COMMITTEE**
Bashyer Pipeline Company
(PROCUREMENT DEPT, 1st Floor)
PETRODAR TOWER
Almugram District, P.O. Box 11778,
Khartoum
Sudan

TEL : 249 187008160/1/3

FAX : 249 183 790530

ATTN : SECRETARY, TENDER COMMITTEE

Dear Sir,

**COMMERCIAL BID PROPOSAL FOR TENDER NO. _____ FOR PROVISION
OF _____**

We, the undersigned, certify that we have read and understood the subject Invitation to Bid tender document for Provision of _____ for BAPCO.

We acknowledge that we have thoroughly reviewed the tender document and hereby submit our Commercial Bid Proposal for the CONTRACT and therefore we shall be solely responsible for the SERVICES which shall be in accordance with good contractual practice.

We offer to perform the SERVICES as detailed in the tender document for the prices stated in our proposal attached hereto. This offer is valid for _____ days from the date fixed for Bid Closing (i.e., until _____) and shall be binding to us if accepted by BAPCO at any time before expiration of the aforesaid validity date.

For extension of bid validity period beyond the date specified above, the price adjustment, if any, shall be as follows:

For the first 30 day extension of bid validity -----

For the second 30 day extension of bid validity -----

If our proposal is accepted, we undertake that, pending the execution of a formal contract, this Bid Proposal, together with BAPCO's written acceptance shall constitute a binding contract between us.

Yours truly,

Signature:

Name:

Tender NO: BAPCO/PETCO/21-284

Position:

ATTACHMENT C

EXCEPTIONS FORM

| Article No. | Exact New Wording Proposed by BIDDER | Reason (s) for Exception. | Reduction in Bid Price if BAPCO accepts the Exception | Effect on SERVICES |
|-------------|--------------------------------------|---------------------------|---|--------------------|
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ATTACHMENT D

BIDDER'S PROFILE

| BIDDER'S NAME : | | | TENDER No. | | |
|-----------------------|--|---|-----------------|--|--|
| No. | ITEM | (BIDDER shall fill in the spaces below) | | | |
| 1 | Background of BIDDER | | | | |
| 2 | Business Registration/License/ No. of (Company, Firm, partnership) | No..... (BIDDER shall submit a copy of the Business Registration/License document) | | | |
| 3 | Registered Business Address . | | | | |
| 4 | Company Directors | i) Name : Title : ii) Name : Title : iii) Name : Title : iv) Name..... Title..... | | | |
| 5 | Major Company Shareholders | i) Name : Equity share :% ii) Name : Equity share : % iii) Name : Equity share :% iv) Name : Equity share :% | | | |

| (BIDDER shall fill in the spaces below) | |
|---|---|
| No. | Item |
| 6 | Company's Authorized and Paid-Up Capital i) Authorized Capital* : ii) Paid-up Capital* : |
| 7 | Name/Address of Company's Banker(s) |
| 8 | Name/Address of Company's Principal(s)/Subsidiaries/Affiliate(s) |
| <ul style="list-style-type: none"> • Please, state whether this in USD (\$) . Note : i) BIDDER may provide additional relevant information in separate write-up(s) or brochures. ii) BIDDER may use his own software to format this ATTACHMENT for submission of Proposal. The format must be identical to this ATTACHMENT | |

We, (name of BIDDER) hereby certify that the above information are true to the best of our knowledge and hereby give BAPCO the right to verify the information herewith provided for tender evaluation purpose .

Signature (for and on behalf of the BIDDER) :

Name :

Designation :

Date :

ATTACHMENT E

BIDDER'S EXPERIENCE FORM

In order to gauge the experience level of BIDDER, BIDDER must provide the following detail of their services, experience, and complete the table attached herewith for this purpose :-

1. Contracts for provision of similar services that had been executed by BIDDER.
2. **Client (company)** to whom the said services had been provided.
3. The **Duration** of each contract.
4. The **Contract Value** (state in what currency)

| No. | Contracts Undertaken | Name & Address of Client | Contract Duration | | Contract Location / Country | Contract Value (State Currency) |
|-----|----------------------|--------------------------|-------------------|----------|-----------------------------|---------------------------------|
| | | | Start Date | End Date | | |
| | | | | | | |
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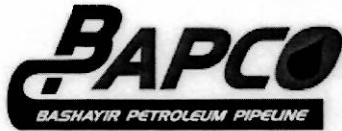
ATTACHMENT F

BREAKDOWN OF FINANCIAL STATUS OF COMPANY FOR EACH MEMBER OF JOINT-VENTURE / CONSORTIUM

BIDDER and / or each member of its joint-venture / consortium shall submit the following:

- (a) Audited financial statements for the last three (3) years;
 - (b) Credit references from banks and / or other credit references
- BIDDER shall complete details of its financial status in Attachment F

| No. | Items | Company or JV / Consortium | | | Company or JV / Consortium Member | | |
|-----|---|----------------------------|--------|--------|-----------------------------------|--------|--------|
| | | Year 1 | Year 2 | Year 3 | Year 1 | Year 2 | Year 3 |
| 1. | Current Asset | | | | | | |
| 2. | Current Liabilities | | | | | | |
| 3. | Working Capital (1-2) | | | | | | |
| 4. | Long Term Assets | | | | | | |
| 5. | Total Assets (1+4) | | | | | | |
| 6. | Shareholder Equity | | | | | | |
| 7. | Net Profit after Tax | | | | | | |
| 8 | Liquidity Ratios: | | | | | | |
| | a) Current Ratio (1/2) | | | | | | |
| | b) Acid Ratio ((1-Stock)/2) | | | | | | |
| 9. | Return on Equity (Net Profit Before Tax / Equity) | | | | | | |
| 10. | Current Liabilities to Total Assets Ratio (2/5) | | | | | | |
| 11. | Cash Flow, i.e. Sources and Application of Funds for WORK | | | | | | |
| 12. | Banking and Financing Facilities | | | | | | |
| 13. | Equity / Net worth | | | | | | |



Bashayer Pipeline Company (BAPCO)
Almugran District – Petrodar Tower
P.O. Box 11778, Khartoum, Sudan,
Tel : +249 183 790501 Fax: +249 183 790550

FORM OF CONTRACT

This CONTRACT is entered into

Between:

BASHAYER PIPELINE COMPANY LTD

a company incorporated under the laws of Dubai, having a registered branch under the laws of the Republic of Sudan and address Al-Mugran district, Petrodar Tower, B. O. Box: 11778, Khartoum-Republic of Sudan (hereinafter referred to as "BAPCO"). OF THE FIRST PART

And

A company incorporated under the laws of Sudan, having a registered office at . (Hereinafter referred to as "CONTRACTOR) OF THE SECOND PART

(Hereinafter the parties of the first and second parts shall be referred to singularly as "Party" and collectively as "Parties).

Whereas: BAPCO is engaged in the transportation of crude oil, and requires for such operations specialized equipment, services and personnel of the type offered by CONTRACTOR, and CONTRACTOR desires to furnish such services and personnel (hereinafter referred to as "SERVICES").

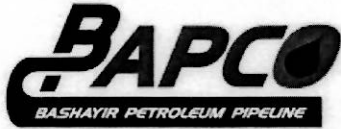
Whereas: CONTRACTOR represents that it is able and willing to provide the aforementioned SERVICES and that it has the experience and capability to do so expeditiously.

Now, therefore, for and in consideration of the mutual covenants and agreements set forth herein, the Parties hereto agree as follows:

1. In this CONTRACT, words and expressions shall have the same meaning as are respectively assigned to them in the TERMS & CONDITIONS of CONTRACT herein referred to.
2. The following documents together constitute this CONTRACT:
 - FORM OF CONTRACT
 - GENERAL TERMS & CONDITIONS
 - PARTICULAR TERMS & CONDITIONS

EXHIBITS:

| | |
|--------------|---|
| EXHIBIT I | SCOPE OF SERVICES |
| EXHIBIT II | CONTRACTOR'S EQUIPMENT |
| EXHIBIT III | CONTRACTOR 'S PERSONNEL |
| EXHIBIT IV | CONTRACT PRICE SCHEDULE & PAYMENT |
| EXHIBIT V | ADMINISTRATION PROCEDURE |
| EXHIBIT VI | HEALTH, SAFETY AND ENVIRONMENTAL REGULATION |
| EXHIBIT VII | PERFORMANCE BANK GUARANTEE FORMAT |
| EXHIBIT VIII | CONTRACT EXPENSES REPORT |



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Almugran District – Petrodar Tower
P.O. Box 11778, Khartoum, Sudan,
Tel : +249 183 790501 Fax: +249 183 790550

3. In consideration of the payments to be made by BAPCO to CONTRACTOR, CONTRACTOR hereby covenants to execute and complete the SERVICES in conformity in all respects with the provisions of the CONTRACT.
4. In consideration of the execution and satisfactory completion of the SERVICES by CONTRACTOR, BAPCO hereby covenants to pay CONTRACTOR the CONTRACT PRICE at the times and in the manner prescribed by the CONTRACT.

IN WITNESS WHEREOF, the Parties hereto have caused this CONTRACT to be executed in their respective names and by their duly authorized representatives as of the Effective Date.

For and on behalf of

For and on behalf of

BASHAYER PIPELINE COPANY LTD

For and on Behalf of PETCO
PETROLINES FOR CURDE OIL LTD,

Name: _____

Name: _____

Designation: President

Designation: _____

For and on behalf of CONTRACTOR

Name: _____

Designation: _____

Witness:

Witness:

Name: _____

Name: _____

Designation: _____

Designation: _____

**GENERAL TERMS & CONDITIONS
OF CONTRACT**



GENERAL TERMS AND CONDITIONS

ARTICLE 1 INTERPRETATIONS

- 1.1 The exhibits forming part of this CONTRACT are to be taken as mutually explanatory and complementary to one another.
- 1.2 Should any actual conflict or conflicts exist between or among the CONTRACT documents, it shall be resolved in the following order of priorities:
 - 1.2.1 FORM OF CONTRACT
 - 1.2.2 PARTICULAR TERMS & CONDITIONS
 - 1.2.3 GENERAL TERMS & CONDITIONS
 - 1.2.4 EXHIBITS
- 1.3 In the case of discrepancies between the exhibits, CONTRACTOR shall notify BAPCO of such discrepancy and BAPCO's Representative and CONTRACTOR's Representative shall agree on which exhibits shall prevail over the others.
- 1.4 All standards, codes, instructions, specifications, drawings and other documents which are referred to in the exhibits shall be deemed incorporated herein by reference and made a part hereof. If any discrepancies exist between any of the aforementioned documents or parts of any of them, CONTRACTOR shall immediately notify BAPCO and BAPCO and CONTRACTOR shall agree on which document shall prevail in regard thereto.
- 1.5 Should CONTRACTOR fail to notify BAPCO as required by this article or fail to discover such discrepancies as should reasonably have been discovered by CONTRACTOR, all costs directly resulting from such failure should be borne by CONTRACTOR.
- 1.6 The fact that any one part of this CONTRACT shall specify SERVICES or acts to be done in more particularity, or shall require more SERVICES or acts to be done in connection with any particular operation, than is required by another part of this CONTRACT, is not and shall not be considered as an ambiguity, discrepancy or conflict. It is the Parties' intention that the provisions of this CONTRACT shall be cumulative and any additional detail or requirement provided in one part of this CONTRACT but not in others, shall be read as applicable to and required for all references to that particular SERVICES or operation.
- 1.7 In the event that CONTRACTOR is a partnership, consortium, joint venture or other such association of companies acting together for the purpose of entering into the CONTRACT, then it is hereby agreed that members of the partnership, consortium, joint venture or other such association shall be jointly and severally liable to BAPCO for the

proper and timely performance of the CONTRACT, notwithstanding any agreement between themselves to the contrary.

The composition and legal status of the CONTRACTOR (in the event it is a partnership, consortium, joint venture or other association) shall not be changed without the prior written approval of BAPCO. Failure to obtain such written approval shall, at BAPCO's option, be treated as a breach of the CONTRACT.

- 1.8 The headings and subheadings in this CONTRACT are used for convenience and ease of reference only and shall not affect or limit the meaning, interpretation or construction of this CONTRACT.
- 1.9 In this CONTRACT, words importing the singular shall include the plural and vice versa and words importing one gender shall include other genders and words importing individuals shall include firms and corporations and vice versa, as the context may require.
- 1.10 In this CONTRACT, the term "shall" denotes a mandatory requirement of this CONTRACT and additionally, in the case of its use with respect to CONTRACTOR, the term means that any and all costs associated with the activity in question are to be borne by CONTRACTOR.
- 1.11 Unless otherwise provided:
 - (a) "this CONTRACT", "hereto", "herein", "hereof", "hereby", "hereunder" and similar expressions refer to this CONTRACT in its entirety and not to any particular article, subarticle, paragraph or other portion thereof; and
 - (b) reference to an article, subarticle or a paragraph refers to an article, subarticle or paragraph of this CONTRACT.
- 1.12 All references to months or years in this CONTRACT shall be computed in accordance with the Gregorian calendar.

ARTICLE 2 DEFINITIONS

The following capitalized words and terms shall have the following definitions throughout this CONTRACT except where the context otherwise requires:

- 2.1 "**Affiliate**" shall mean any company or other entity that directly or indirectly through one or more intermediary companies or entities controls, is controlled by, or is under common control with a Party to this CONTRACT and in the case of BAPCO, shall include the Co-Venturers. "Control" shall mean ownership of more than fifty percent (50%) of the voting stock of the controlled company or the direct or indirect right to determine its actions by contract or otherwise;
- 2.2 "**Applicable Laws**" shall include all laws of the Republic of the Sudan (national, state, municipal, local or others) and any requirement, by-law, ordinance, rule, regulation, enactment, order or decree of any governmental authority or agency (national, state, municipal, local or other) having jurisdiction over the SERVICES or Worksite or other locations where the SERVICES will be performed including, but not limited to, those laws related to health, safety and the environment. "Applicable Laws" shall include all of the

former items which exist at the Effective Date as well as any which may be enacted during the term of this CONTRACT;

- 2.3 **"Approval"** shall mean printed or handwritten documentation evidencing the BAPCO Representative's consent or approval, and shall include, but not be limited to, faxes, e-mail and similar forms of written communication;
- 2.4 **"Approved"** shall mean an Approval is required and must have already been issued with respect to the item, action or matter described;
- 2.5 **"Bank Guarantee"** shall mean an irrevocable and unconditional first call guarantee in the forms and contents set out in this CONTRACT and issued by a non-U.S. commercial bank acceptable to BAPCO that has at least an AA-rating of its long term debt from Standard and Poors or at least an AA3 rating of its long term debt from Moody's;
- 2.6 **"Change Order"** shall mean a document in the form and issued by BAPCO setting forth a change to the SERVICES, the adjustment to the CONTRACT PRICE and Rates, if any, and the basis on which CONTRACTOR will be compensated for the change;
- 2.7 **"Change Order Instruction Form"** shall mean a document prepared by BAPCO in the form to request that CONTRACTOR prepare a Change Order Proposal on any matter related to the SERVICES;
- 2.8 **"Change Order Proposal"** shall mean a document prepared by CONTRACTOR in the form when CONTRACTOR wishes to propose a change to the SERVICES or when requested by BAPCO pursuant to a Change Order Instruction Form;
- 2.6 **"Consequential Loss"** shall mean any indirect or other consequential loss, which shall be deemed to include, but not be limited to:
- 2.8.1 Loss of production, failure or inability to produce, process, use, take delivery of, transport or deliver or delay or interruption in producing, processing, using, taking delivery of, transporting or delivering hydrocarbons;
 - 2.8.2 Any failure, loss, damage, cost or expense directly or indirectly consequent upon any of the foregoing including but not limited to any loss or damage incurred or liquidated or pre-estimated damages or sums of any kind whatsoever borne or payable under any contract;
 - 2.8.3 Any loss of or anticipated loss of profit, any loss or anticipated loss or deferment or anticipated deferment of revenue or income, loss or anticipated loss of or failure to obtain any contract or other business opportunity; and
 - 2.8.4 Any loss or anticipated loss, damage, cost or expense arising out of any action, claim, suit, demand, or judgment resulting from or arising out of any of the foregoing,
- Howsoever arising, whether under contract, tort (including negligence), equity, and/or breach of duty (statutory or otherwise);
- 2.9 **"CONTRACT"** shall mean recitals and the terms and conditions of the FORM OF CONTRACT, GENERAL TERMS & CONDITIONS, PARTICULAR TERMS AND CONDITIONS, and the exhibits attached hereto, as amended from time to time;
- 2.10 **"CONTRACT PRICE"** shall mean the consideration to be paid by BAPCO for the CONTRACTOR's SERVICES under this CONTRACT;

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- 2.11 **"CONTRACTOR"** or shall mean the second Party to this CONTRACT.
- 2.12 **"CONTRACTOR Representative"** shall mean a competent and experienced representative appointed by CONTRACTOR pursuant to ARTICLE 17.1;
- 2.13 **"Co-Venturers"** shall mean Sudanese Petroleum Corporation, as to (90) percent interest in BAPCO and SUDAPET Company LTD, as to (10) percent interest in BAPCO and their successors and assigns which shall be deemed to be substituted for the original company or corporation named in this definition with respect to the interest the successor or assignee has obtained in BAPCO;
- 2.14 **"Customs Duties"** shall mean all import licenses, duties, surtax, sales tax, and other statutory taxes levied on imported equipment;
- 2.15 **"Demobilization"** shall mean the departure of CONTRACTOR's Personnel, materials and equipment from the Worksite upon completion of assignment or suspension or termination of the SERVICES by BAPCO. For greater clarity CONTRACTOR's Personnel are considered as demobilized when they leave the Worksite at which time all charges will cease unless otherwise stipulated herein;
- 2.16 **"Drawings and Documentation"** shall mean drawings and documentation associated with the SERVICES whether provided by BAPCO or created by CONTRACTOR in conjunction with the SERVICES and shall include, but not be limited to, plans, sketches, drawings, reports, calculations, manuals, procedures, schedules, recommendations, timesheets, specifications, logs, requisitions, patent documents, technical information, computer programs, raw data and field logs;
- 2.17 **"Effective Date"** shall mean the effective date of this CONTRACT as stated in the PARTICULAR TERMS AND CONDITIONS;
- 2.18 **"Mobilization"** shall mean the initial arrival of CONTRACTOR's Personnel and equipment at the Worksite for the commencement of the SERVICES. For greater clarity, CONTRACTOR shall be considered mobilized when CONTRACTOR's Personnel and equipment report to the Worksite as designated by BAPCO and are ready to begin the SERVICES, at which time charges as described herein shall commence unless otherwise stipulated;
- 2.19 **"BAPCO"** shall mean Bashayer Pipeline Company (BAPCO) FZCO Limited;
- 2.20 **"BAPCO Indemnified Persons"** shall mean BAPCO, Co-Venturers and its and their Affiliates and Personnel and the stockholders, directors and officers of each;
- 2.21 **"BAPCO Representative"** shall mean the representative appointed by BAPCO pursuant to ARTICLE 16.1;
- 2.22 **"Performance Guarantee"** shall mean a duly executed performance guarantee in the forms provided in the exhibits attached hereto.
- 2.23 **"Personnel"** shall mean employees, agents, consultants, representatives, directors, officers and servants, and, when the term is used to mean CONTRACTOR's employees, agents, consultants, representatives, directors and servants, the term shall also include Subcontractors and their employees, agents, consultants, representatives, directors, officers and servants;
- 2.24 **"Rates"** shall mean the rates, lump sum payments and reimbursement costs to be paid to CONTRACTOR by BAPCO as set out in the exhibit attached hereto.

- 2.25 **"Senior Managerial Personnel"** shall mean any Personnel employed by BAPCO as a director or other corporate officer or who occupies a senior managerial position with direct responsibility for the conduct of the SERVICES under this CONTRACT;
- 2.26 **"SERVICES"** shall mean all obligations, activities and work to be performed and rendered by CONTRACTOR pursuant to the terms of this CONTRACT and also all CONTRACTOR's activities that are reasonably inferable from the description of such activities and work and also all deliverables that may be required to be provided by CONTRACTOR pursuant to this CONTRACT. "SERVICES" shall include the activities, work and other deliverables set out in EXHIBIT I hereto and any Change Orders that may be issued to CONTRACTOR from time to time and such SERVICES shall become part of the scope of this CONTRACT;
- 2.27 **"Subcontract"** shall mean any contract between CONTRACTOR and any Approved third party or parties for the performance of the SERVICES or any part thereof;
- 2.28 **"Subcontractor"** shall mean an Approved third party to a Subcontract;
- 2.29 **"United States Dollars", "U.S. Dollars", "USD", or "\$"** shall mean the lawful currency of the United States of America;
- 2.30 **"Wilful Misconduct"** shall mean an intentional, conscious or reckless disregard by Senior Managerial Personnel of good and prudent international petroleum industry practice or of any of the terms of this CONTRACT in utter disregard of avoidable and harmful consequences but shall not include any act, omission or error of judgement or mistake made in the exercise in good faith of any function, authority or discretion vested in or exercisable by such Senior Managerial Personnel and which in the exercise of such good faith is justifiable by special circumstances, including but not limited to safeguarding of life, property or the environment and other emergencies; and
- 2.31 **"Worksite"** shall mean the locations in Sudan designated by BAPCO at which the SERVICES are to be performed.

ARTICLE 3 DURATION AND RENEWAL OF CONTRACT

- 3.1 This CONTRACT shall commence from the Effective Date and shall remain in force for a period stipulated for under the PARTICULAR TERMS & CONDITIONS subject to renewal or until terminated earlier as provided for herein.
- 3.2 BAPCO reserves the right to extend this CONTRACT for an additional period as stipulated in the PARTICULAR TERMS & CONDITIONS, by giving CONTRACTOR sufficient notice prior to expiry of the initial CONTRACT period in which event all the provisions of this CONTRACT unless otherwise amended by mutual agreement shall continue to be in force and effect and govern the relationship between BAPCO and CONTRACTOR.

ARTICLE 4 CONTRACT PRICE

- 4.1 For the satisfactory performance of the SERVICES and in accordance with this CONTRACT, BAPCO shall pay CONTRACTOR the Rates, which shall be deemed to be all-inclusive billing rates. Payment of the Rates shall be full and final payment for the

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SERVICES and no additional amounts shall be payable by BAPCO to CONTRACTOR unless expressly so stated in this CONTRACT.

- 4.2 Except as expressly provided in this CONTRACT, the Rates shall be firm throughout the duration of this CONTRACT and shall not be revised for any reason whatsoever including, but not limited to, cost escalation or currency fluctuations.

ARTICLE 5 INVOICING AND PAYMENT

- 5.1 Unless otherwise provided for herein, at the beginning of each calendar month, CONTRACTOR shall invoice BAPCO based upon the Rates or rates set out in this CONTRACT for SERVICES performed during the previous month and shall also provide BAPCO with a separate cumulative statement of account. The cumulative statement of account shall set out the total amount previously billed, the current month billing and the total cumulative amount billed to date. Invoicing for SERVICES performed shall be kept current at all times. Each invoice shall include details of the SERVICES performed during the previous month and shall separately identify any SERVICES performed in previous months but not previously invoiced, including the amount charged for such SERVICES.

- 5.2 All invoices shall be rendered to BAPCO in United States Dollars.

- 5.3 Where CONTRACTOR is not a Sudanese CONTRACTOR, BAPCO shall make payment in United States Dollars or, at BAPCO's option, in any other convertible currency.

Where CONTRACTOR is a Sudanese/local CONTRACTOR, BAPCO shall make payment to CONTRACTOR in foreign Currency following Central Bank of Sudan directives for foreign exchange regulation

- 5.4 The rate of exchange to be applied by the payer's bank when converting United States Dollars or any other currency, other than the currency of the Sudan, to a different currency of payment shall be the best exchange rate available for the transaction at or about seven (7) a.m. GMT on the day that funds are wired by payer's bank to the Party receiving the payment and if such day is not a banking day for the payer's bank on the following banking day for the payer's bank.

The rate of exchange to be applied to an invoice when converting United States Dollar to the currency of the Sudan or vice versa shall be the Bank of Sudan exchange rate at or about 12:00 noon GMT on the date BAPCO processes the invoice for payment, and if such day is not a Banking Day, on the last preceding Banking Day.

BAPCO shall not be liable and responsible for any foreign exchange gain or loss incurred by the CONTRACTOR. Such gain or loss shall be at CONTRACTOR's account.

- 5.5 All invoices shall be verified and signed by the CONTRACTOR Representative and the BAPCO Representative prior to submission to BAPCO for payment.

- 5.6 Any Approved charges claimed by CONTRACTOR for items reimbursable under this CONTRACT shall be based on actual cost and shall be fully supported by sufficient original documentation to permit verification thereof by BAPCO.

5.7 BAPCO shall be entitled to withhold payment if any of CONTRACTOR's invoices do not include appropriate supporting documentation or do not conform in any other way with the requirements of this ARTICLE 5.

5.8 Invoices shall be addressed to:

Bashayer Pipeline Company (BAPCO) FZCO Limited,
Khartoum - Almugran District - Petrodar Tower,
P.O. Box 11778, Republic of Sudan
Tel: 00249-83-790501/ Fax: 00249-83-790550

ATTN: MANAGER, FINANCE AND ACCOUNTS DEPT.

5.9 Payment due to CONTRACTOR may be withheld by BAPCO on account of:

5.9.1 Unsatisfactory performance of this CONTRACT;

5.9.2 The filing of claims against BAPCO caused by acts or omissions of CONTRACTOR or the existence of evidence indicating the probability of imminent filing of such claims;

5.9.3 The failure of CONTRACTOR to pay amounts due for labour or material or equipment used by CONTRACTOR in doing SERVICES or amounts due to CONTRACTOR's Subcontractors on the SERVICES;

5.9.4 CONTRACTOR's failure to remedy defective portions of the SERVICES where BAPCO has given CONTRACTOR notice of any such defective SERVICES; or

5.9.5 The failure of CONTRACTOR to provide adequate evidence of its compliance with the insurance and warranty bond requirements contained in this CONTRACT.

5.10 Payment of undisputed invoice items shall be remitted within thirty (30) days after receipt thereof by BAPCO's Finance and Accounts Department. If the thirtieth day falls on a Friday, Saturday or an official public holiday in the Republic of the Sudan, the next working day shall be deemed to be the due date for payments. Payments made by BAPCO shall not preclude the right of BAPCO to thereafter dispute any of the items invoiced.

5.11 Subject to ARTICLE 9, if BAPCO has a bona fide dispute with any item on an unpaid invoice, BAPCO shall inform CONTRACTOR of the disputed items within thirty (30) days of the receipt by BAPCO of the particular invoice and BAPCO shall be entitled to withhold the actual amount in dispute from its payment. In respect of disputed items, payments may be withheld by BAPCO until settlement of the dispute. The Parties shall confer in good faith to resolve any such dispute within a reasonable time.

5.12 Any payments withheld by BAPCO pursuant to the terms of this CONTRACT shall be without prejudice to any other rights or remedies available to BAPCO.

5.13 When the cause or causes for withholding payment have been remedied or removed by CONTRACTOR and satisfactory evidence of such remedy or removal has been presented to BAPCO, the payments withheld shall be made forthwith by BAPCO. If CONTRACTOR fails to take appropriate remedial action or refuses to remedy or remove

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any cause for withholding such payments after delivery of notice to CONTRACTOR by BAPCO, BAPCO shall be entitled to cause the same to be remedied or removed on its own and may deduct the cost including the expenses thereby incurred by BAPCO from any amounts due or owing or which may become due or owing to CONTRACTOR under this CONTRACT provided always that this provision shall not affect any other remedy to which BAPCO may be entitled to for the recovery of such sums. Notwithstanding the foregoing, BAPCO shall have the right to remedy any and all defects that may arise in the SERVICES and the right to retain without limitation any amounts due or owing or which may become due or owing to CONTRACTOR under this CONTRACT, up to the full amount of such monies.

- 5.14 Upon notification of any erroneous payment made to CONTRACTOR by BAPCO and subject to CONTRACTOR's verification thereof, CONTRACTOR shall within thirty (30) days make appropriate adjustments and reimburse to BAPCO any amounts of overpayment still outstanding. If the adjustments indicate an underpayment by BAPCO, BAPCO shall pay CONTRACTOR the amount of underpayment subject to verification thereof. Notwithstanding the foregoing, BAPCO shall be entitled to deduct any amounts of overpayment from payments due to CONTRACTOR.
- 5.15 As a condition precedent to BAPCO making payments to CONTRACTOR, CONTRACTOR shall, if requested by BAPCO, provide satisfactory evidence that the costs of all labour, materials, equipment and other obligations arising out of the performance of this CONTRACT have been fully satisfied and discharged by CONTRACTOR.
- 5.16 Payment made under this CONTRACT shall not constitute an admission by BAPCO as to the performance by CONTRACTOR of its obligations hereunder and in no event shall any such payments affect the warranty obligations of CONTRACTOR.
- 5.17 All invoices, financial statements and billings by CONTRACTOR to BAPCO shall reflect properly the facts relating to all activities and transactions handled for BAPCO's account.
- 5.18 Any item drawn from a BAPCO warehouse that is chargeable to CONTRACTOR shall be charged at cost plus freight plus 50% for freight plus 30% for administrative and restocking charges.
- 5.19 BAPCO shall have the absolute right to recover any amounts whatsoever owed by CONTRACTOR to BAPCO from any payment or monies otherwise due to CONTRACTOR.

ARTICLE 6

PERFORMANCE AND WARRANTY GUARANTEES/ BANK GUARANTEE

- 6.1 CONTRACTOR shall within fourteen (14) days of the execution of this CONTRACT furnish BAPCO with a performance Bank Guarantee in the format set out in this CONTRACT by way of guarantee for the due performance of CONTRACTOR's obligations under this CONTRACT. The Performance Bank Guarantee is to be maintained in full force and effect until the date of Final Acceptance Certificate, and its value shall be ten percent (10%) of the CONTRACT PRICE. The performance Bank Guarantee shall be binding on the guarantor notwithstanding such variation, alterations or extensions of time as may be made, given, conceded or agreed under this CONTRACT. The expenses of preparing, completing and stamping such instrument shall be borne by CONTRACTOR.
- 6.2 If CONTRACTOR's Services are under Warranty Period as provided for herein under this CONTRACT, CONTRACTOR may furnish BAPCO on the date of completion of the

SERVICES, at a stage where the Warranty Period commence, with a warranty Bank Guarantee of a value of five percent 5% of the CONTRACT Price in exchange of the valid performance Bank Guarantee. This warranty Bank guarantee will be released to the **CONTRACTOR** upon the expiry of the Warranty Period for the whole of the work without any outstanding issues.

- 6.3 Should the expiry date of a performance Bank Guarantee required to be furnished pursuant to this ARTICLE occur before the final expiry of this CONTRACT and any extension thereof, CONTRACTOR shall furnish at least fourteen (14) days before the date of expiry of the performance Bank Guarantee, a fresh performance Bank Guarantee in the same amount as previously provided, except with a revised date of expiry which shall not be earlier than until the date of Final Acceptance Certificate or any extension thereto. Should CONTRACTOR fail to provide the fresh performance Bank Guarantee, BAPCO may invoke the unexpired performance Bank Guarantee without prejudice to all its other rights under this CONTRACT or law or equity.
- 6.4 If a performance Bank Guarantee to be furnished pursuant to this article, is not duly furnished to BAPCO within fourteen (14) days of the execution of this CONTRACT, BAPCO, may at its own option and without prejudice to any rights or claims it may have against CONTRACTOR by reason of CONTRACTOR's non-compliance with any of the provisions of this article, terminate this CONTRACT by giving notice to CONTRACTOR. BAPCO shall thereupon not be liable for any claims or demands from CONTRACTOR under the provisions of this CONTRACT in respect of any matter or thing whatsoever in connection with or relating to this CONTRACT, whether or not already completed or furnished, and BAPCO shall further be entitled to be repaid by CONTRACTOR for all reasonable out-of-pocket expenses incurred by BAPCO in obtaining a new CONTRACTOR to perform the SERVICES. Notwithstanding the foregoing and subject to setoff, BAPCO shall compensate CONTRACTOR for SERVICES performed prior to the date of termination hereunder provided such SERVICES are unrelated to the reason for termination.
- 6.5 BAPCO reserves the right to instruct CONTRACTOR to revise the performance Bank Guarantee amount to correspond to any increase in the CONTRACT PRICE. Failure to revise the performance Bank Guarantee amounts as required shall be deemed to be a default under this CONTRACT and BAPCO may invoke the performance Bank Guarantee without prejudice to all its other rights under this CONTRACT or law or equity.
- 6.6 If an advance payment is required to be made under this CONTRACT, the CONTRACTOR shall furnish BAPCO with an advance payment Bank Guarantee in the format set out in this CONTRACT as a precondition for the payment of the advance amount.
- 6.7 Failure of CONTRACTOR to provide the performance Bank Guarantee or failure of CONTRACTOR to continue to provide the required performance Bank Guarantee throughout the term of this CONTRACT shall entitle BAPCO to withhold payment of CONTRACTOR's invoice(s) until such time as the equivalent amount required for the Bank Guarantee has been duly withheld by BAPCO. This withheld amount shall not be released until the required performance Bank Guarantee is furnished to BAPCO by CONTRACTOR or until all CONTRACTOR obligations related to this CONTRACT are satisfactorily completed.

**ARTICLE 7
TAXES AND DUTIES**

- 7.1 Notwithstanding anything else contained in this CONTRACT, CONTRACTOR shall be responsible for and shall not be exempted from any taxes levied by the Government of the Sudan related to any personnel of the CONTRACTOR.
- 7.2 CONTRACTOR shall be responsible for, and shall pay at its own expense when due and payable, all taxes related to the SERVICES and this CONTRACT including but not limited to:
- 7.2.1 taxes which are levied by Government of the Sudan and governments other than the Government of the Sudan.
 - 7.2.2 all excise, storage, consumption and use taxes, licenses, permit and registration fees, business profits tax, capital profits tax, individual income tax, excess profit, franchise and personal property taxes as well as insurance premiums;
 - 7.2.3 all employment taxes and contributions imposed or that may be imposed by Applicable Laws or trade union contracts, including without limitation, taxes and contributions for unemployment and compensation insurance, old age benefits, welfare funds, pensions and annuities, disability insurance and similar items; and
 - 7.2.4 Customs Duties and Value Added Tax (VAT) on equipment and materials imported by CONTRACTOR except for equipment and materials that are imported by Approval in BAPCO's name.
- 7.3 Notwithstanding anything else contained in this CONTRACT, CONTRACTOR shall not be authorized to pay, and shall not be reimbursed for, any Customs Duties related to equipment imported in BAPCO's name unless CONTRACTOR has received prior Approval.
- 7.4 CONTRACTOR shall be responsible for all equipment imported by CONTRACTOR that is in CONTRACTOR's custody. CONTRACTOR shall indemnify BAPCO from and against any claims, demands and causes of action which may arise as a result of losses of or damage to such equipment, or shortages or overages in, the inventory of such equipment.
- 7.5 Upon completion of the SERVICES or that portion of the SERVICES involving the use of equipment imported by CONTRACTOR in BAPCO's name or upon termination of this CONTRACT, whichever occurs first, CONTRACTOR shall take immediate steps to remove such equipment from Sudan other than equipment that has been used and consumed in the performance of SERVICES. Unless CONTRACTOR has obtained an Approval to do otherwise, CONTRACTOR shall comply with all directions and procedures required by BAPCO to cause such equipment to be removed as expeditiously as possible.
- 7.6 In the event that equipment imported in BAPCO's name has to be sold, transferred, disposed of or otherwise dealt with prior to its removal from Sudan, CONTRACTOR shall give sufficient notice to BAPCO of its intention and such action shall only be taken after CONTRACTOR receives an Approval and the necessary approvals from the relevant authorities in Sudan for such action.
- 7.7 CONTRACTOR shall be responsible for, and liable to, and shall indemnify, and hold harmless BAPCO Indemnified Persons from and against any and all claims or liability for:

- 7.7.1 Business profits tax, capital profits tax, individual income tax, excess profits, royalty or other taxes assessed or levied by the Government of Sudan or by any relevant authorities thereof or by the government of any other country against CONTRACTOR or Subcontractors or against BAPCO Indemnified Persons for or on account of any payment made to or earned by CONTRACTOR hereunder;
- 7.7.2 any and all taxes assessed or levied against or on account of wages, salaries or other benefits paid to or enjoyed by CONTRACTOR's Personnel; and
- 7.7.3 all Custom Duties, Value Added Tax (VAT) and taxes assessed or levied against, on or for account of any property or equipment imported by CONTRACTOR or Subcontractors.
- 7.8 Notwithstanding anything else contained in this CONTRACT, CONTRACTOR shall be responsible for, and liable to, and shall indemnify, and hold harmless BAPCO Indemnified Persons from and against any and all claims or liability for taxes, duties, surcharges, fines, or penalties of whatsoever nature for which BAPCO Indemnified Persons shall be or become liable as a result of CONTRACTOR's or Subcontractors' failure to comply with the directions and procedural requirements of BAPCO or the relevant government authority with respect to the removal of equipment imported by CONTRACTOR or Subcontractors or as a result of CONTRACTOR's or Subcontractors' acts in selling, transferring, disposing, or otherwise dealing with such equipment prior to its removal from Sudan or as a result of CONTRACTOR's or Subcontractors' failure to furnish proper and accurate information for import or export of such equipment.
- 7.9 All taxes levied on CONTRACTOR's corporate income or business profits shall be for the account of CONTRACTOR and shall not be reimbursed by BAPCO.
- 7.10 BAPCO shall have the right to withhold royalty, income, business profits and other taxes from payments due to CONTRACTOR under this CONTRACT to the extent that such withholding may be required by the Government of Sudan or any relevant authority thereof or by the government of any other country. Payment by BAPCO to the respective governmental office of the amount of money so withheld will relieve BAPCO from any further obligation to CONTRACTOR with respect to the amount so withheld.
- 7.11 Notwithstanding anything else contained in this CONTRACT, CONTRACTOR shall be responsible for, and liable to, and shall indemnify, defend, and hold harmless BAPCO Indemnified Persons from and against any and all claims or liability for claims, demands, causes or causes of action of whatever kind or nature based on any actual or alleged failure by CONTRACTOR or Subcontractors to make timely tax payments or any actual or alleged failure by CONTRACTOR or Subcontractors to comply with applicable reporting, return, or other procedural requirements with respect to tax payments. This indemnity shall include without limitation all costs, penalties, awards, damages and judgment; court and arbitration costs; counsel and witness fees; and all other reasonable expenses incurred by or assessed against BAPCO Indemnified Persons and associated with such claims, demands, and causes of action.
- 7.12 CONTRACTOR shall give prompt notice to BAPCO of all matters pertaining to non-payment, payment under protest or claim for immunity or exemption from any taxes and duties on the part of CONTRACTOR.

ARTICLE 8 INSURANCE

- 8.1 CONTRACTOR shall carry and maintain in full force for the duration of the CONTRACT at least the following insurance with companies satisfactory to BAPCO:

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- 8.1.1 **Workmen's Compensation and/or Employer's Liability Insurance** or similar statutory social insurance, as required by Applicable Laws and which may be applicable and/or accidental death or dismemberment insurance, covering all CONTRACTOR's Personnel engaged in accomplishing the SERVICES. The Employer's Liability Policy shall provide an indemnity based on the statutory limit for any one occurrence;
- 8.1.2 in the event that CONTRACTOR provides any automobiles in association with its performance of the SERVICES, **Automobile Liability Insurance** covering owned, non-owned, hired, operated or licensed automobiles by CONTRACTOR providing unlimited coverage for injury or death and a minimum limit of United States Dollars Two Million (US\$2,000,000), per occurrence for property damage;
- 8.1.3 **Comprehensive General Third Party Liability Insurance** covering all operations hereunder against bodily injury, death, loss or property damage with minimum limits of United States Dollars Five Million (US\$5,000,000), for any one occurrence. Such insurance shall include the following extensions of cover commonly known as Products and Completed Operations, Sudden and Accidental Pollution, Control of Well Legal Liability (where drilling or well servicing operations are being performed), Blanket Contractual Liability, Personal Injury, Occurrence Property Damage, Broad Form Property Damage and Cross Liability;
- 8.1.4 **Course of Construction Insurance;**
- 8.1.5 Any other insurances which may be relevant and/or which may be required by any Applicable Laws to which the CONTRACTOR and/or Subcontractors are subject to.

The primary portion of this insurance shall be carried with a fully licensed insurer in Sudan.

- 8.2 CONTRACTOR shall cause BAPCO Indemnified Persons to be included as additional insured and to be covered by all insurances stipulated in ARTICLE 8.1 with respect to the operations conducted under this CONTRACT and shall cause the insurers thereof to waive all expressed or implied rights of subrogation against BAPCO Indemnified Persons. CONTRACTOR shall further cause insurance as stipulated in ARTICLE 8.1.3 to contain a "severability-of-interests" (Cross-liability) clause, providing that in the event of one insured Party incurring liability to any of the other insured Parties, the insurance shall apply for the benefit of the Party against whom claim is or may be made in the same manner as if separate policies had been issued to insure each Party.
- 8.3 All premiums, deductibles, exceptions and exclusions applicable to the foregoing insurances shall be for the account of and be paid by the CONTRACTOR. Any breach of conditions and/or warranties contained in such policies of insurances shall also be for the account of the CONTRACTOR.
- 8.4 Upon request by BAPCO, CONTRACTOR shall furnish BAPCO with certified copies of policies of insurance provided for in ARTICLE 8.1 accompanied by certified copies of official receipts evidencing full payment of premiums thereof. No insurance shall be canceled or materially discharged while the SERVICES is in progress without prior Approval. Policies and/or extension certificates or documents shall be furnished to BAPCO as and when requested by BAPCO.
- 8.5 CONTRACTOR shall be responsible for, and liable to, and indemnify and hold harmless BAPCO Indemnified Persons from and against any and all claims or liability for loss or damage arising out of any failure to obtain or maintain such insurances specified by this CONTRACT or out of any act or omission which invalidates the said insurances.

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- 8.6 Should CONTRACTOR at any time neglect or refuse to provide or renew any insurance required herein, or should any insurance be canceled, BAPCO shall have the right to procure such insurance and, in such event, any sum so paid by BAPCO shall immediately become due and payable to BAPCO by CONTRACTOR. BAPCO shall be entitled to deduct such sums from any monies due or which may become due to CONTRACTOR under this CONTRACT in addition to any other remedies BAPCO may have under this CONTRACT.
- 8.7 CONTRACTOR shall notify BAPCO immediately upon receipt of any notice of claims, incidents or demands or of any situation which may give rise to such claims or demands being made with respect to this CONTRACT under the said policies. Written notice of any accident shall be given not later than two (2) working days after the occurrence of the accident. However, for serious accidents (including but not limited to death or serious injuries) CONTRACTOR shall advise BAPCO immediately and then, provide written confirmation within two (2) working days.
- 8.8 CONTRACTOR shall ensure that Subcontractors maintain similar insurance coverage as specified herein and that Subcontractors similarly indemnify and hold harmless BAPCO Indemnified Persons from and against any and all claims or liability for loss or damage arising out of any failure by Subcontractors to obtain or maintain such insurances specified by this CONTRACT or out of any act or omission which invalidates the said insurances. Any deficiencies in the coverage or policy limits of any Subcontractor's insurance shall be the sole responsibility of CONTRACTOR.
- 8.9 The amounts of CONTRACTOR furnished insurance called for herein shall be the minimum and not the maximum limits of liability. CONTRACTOR may provide other insurance coverage or higher limits of coverage. BAPCO will bear no financial liability attributable to deficient insurance coverage by CONTRACTOR.
- 8.10 In the event the CONTRACTOR is self-insured and BAPCO has consented to such self-insurance as to any one or more of the risks as to which coverage is required, CONTRACTOR shall obtain an Approval evidencing BAPCO's consent.
- 8.11 CONTRACTOR shall not commence the SERVICES and shall not allow Subcontractors to commence the SERVICES until all the insurances and Approvals for self-insurance required by this ARTICLE are in force.
- 8.12 Nothing in this ARTICLE shall serve in any way to limit or waive CONTRACTOR's responsibility under this CONTRACT.

ARTICLE 9 AUDIT

- 9.1 CONTRACTOR shall maintain and shall cause its Affiliates and Subcontractors to maintain true and correct records of charges, including gift and entertainment expenses, and accounts in connection with the SERVICES and all transactions related thereto and shall retain all such records and accounts for a period of not less than eighteen (18) months after termination or completion of this CONTRACT. Notwithstanding the foregoing if any dispute remains unresolved at the end of the aforesaid eighteen (18) months, CONTRACTOR shall maintain and cause its Affiliates and Subcontractors to maintain such records available to BAPCO until all such disputes are resolved.
- 9.2 From the Effective Date and within the time period mentioned in ARTICLE 9.1, BAPCO, upon twenty four (24) hours notice, shall have the right, during regular scheduled business hours, to inspect and audit the procedures, plans, instructions, controls,

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records, including gift and entertainment expenses, and accounts of CONTRACTOR, its Affiliates and Subcontractors, which are deemed to be pertinent to the correctness of any invoice presented for payment in connection with the performance of this CONTRACT and to verify compliance with the terms and conditions of this CONTRACT. Such audit may also cover the application of CONTRACTOR's Rates in determining the value of SERVICES performed and records connected with a dispute between the Parties. Accounting records shall be sufficiently adequate so as to allow BAPCO to conduct an audit in conformance with generally accepted accounting principles. BAPCO shall have the right to photocopy or otherwise reproduce any documents that have been inspected.

- 9.3 To the extent reasonably possible, CONTRACTOR shall make available such knowledgeable Personnel at their assigned locations as are necessary to permit BAPCO and BAPCO's Personnel to efficiently conduct the audits.
- 9.4 As a result of such audits, BAPCO may claim for omissions, corrections, overpayments and other errors in charges and credits for BAPCO's account as billed by CONTRACTOR, its Affiliates and Subcontractors. These claims may be presented at any time during the course of the SERVICES and before expiry of eighteen (18) months after termination or completion of this CONTRACT. CONTRACTOR shall make a written response to such claims as soon as possible, and in no event, later than sixty (60) days from the date it receives notice of such claims.
- 9.5 CONTRACTOR shall ensure that the foregoing provisions of this ARTICLE are included in all Subcontracts it may enter into with its Affiliates and Subcontractors who will supply any of the labour, equipment, materials or SERVICES to be provided under this CONTRACT.

ARTICLE 10 ACCEPTANCE OF SERVICES

- 10.1 All SERVICES shall be performed in accordance with this CONTRACT and subject to the acceptance provisions contained throughout this CONTRACT.
- 10.2 BAPCO shall issue the Certificate of Mechanical Completion when the work has been mechanically completed in accordance with the CONTRACT and is fully ready for commissioning.
- 10.3 BAPCO shall issue the Certificate of Provisional Acceptance when the work has been completed and is ready for taking over and has satisfactorily passed commissioning in accordance with the CONTRACT. The Defects Liability Period shall commence from the date of the Certificate of Provisional Acceptance.
- 10.4 BAPCO shall issue the Certificate of Final Acceptance after the expiration of the Defects Liability Period when the CONTRACTOR has completed all its obligations and requirements which are stated in the CONTRACT as being required for the work to be considered complete for the purposes of the Final Acceptance. The date stated on the Certificate of Final Acceptance will be the date upon which all the CONTRACTOR'S obligations have, in the BAPCO'S opinion, been completed.
- 10.5 Notwithstanding this ARTICLE 10, neither acceptance of the SERVICES or part thereof nor approval of CONTRACTOR's activities for the SERVICES or Approval or partial payments made to CONTRACTOR shall relieve CONTRACTOR of any of its obligations or liabilities in this CONTRACT.

ARTICLE 11 WARRANTY

- 11.1 CONTRACTOR warrants that:
- 11.1.1 It has the experience and capability, particularly sufficient and competent Personnel, to perform the SERVICES and that it shall continuously furnish such equipment and skilled and experienced Personnel to perform the SERVICES efficiently, expeditiously and economically;
 - 11.1.2 It shall not employ or otherwise use personnel under the age of sixteen (16) years, directly or indirectly, in performance of the SERVICES;
 - 11.1.3 It shall perform the SERVICES with skill and diligence and in a professional and careful manner and shall adopt a standard for the SERVICES that is no less than the generally accepted international petroleum industry standard;
 - 11.1.4 It shall abide by all Applicable Laws including any relevant regulatory requirements associated with any software that might be provided to BAPCO pursuant to this CONTRACT;
 - 11.1.5 It shall abide by all health, safety and environment standards as set out in this CONTRACT and as updated and communicated to CONTRACTOR from time to time;
 - 11.1.6 The SERVICES shall be performed in accordance with the requirements and conditions of this CONTRACT and any applicable Change Order;
 - 11.1.7 Any product, equipment, component or service comprising the SERVICES or part of the SERVICES shall at the time of delivery to BAPCO be fit for the purposes set forth in this CONTRACT and any applicable Change Order; and capable of performing the functions for which it is intended;
 - 11.1.8 By supplying the SERVICES, CONTRACTOR is not in contravention of any sanctions, economic or otherwise, imposed upon Sudan or BAPCO including but not limited to sanctions imposed by the United States of America; and
 - 11.1.9 There shall not be any defect, shrinkage or faults of materials or workmanship in the Works at the date a Certificate of Provisional Acceptance is issued by BAPCO and for a period of twelve (12) months thereafter.
- 11.2 Without prejudice to all its other rights under this CONTRACT or law or equity, should CONTRACTOR fail to perform the SERVICES or part thereof as aforesaid or, within a reasonable period, fail to make good any defect after receiving notice from BAPCO, BAPCO shall be entitled to have the SERVICES or part thereof, as the case may be, carried out by its own Personnel or by another CONTRACTOR appointed by BAPCO. BAPCO shall be entitled to recover from CONTRACTOR the total cost to BAPCO thereof and in addition to its right to invoke any Bank Guarantee which may have been furnished by CONTRACTOR, BAPCO may deduct the same from any monies due or which may become due to CONTRACTOR. If there are no or insufficient monies available, CONTRACTOR shall reimburse BAPCO within thirty (30) days after receiving BAPCO's invoicing for all such costs.

ARTICLE 12
INSPECTION

- 12.1 BAPCO may appoint a third party for the purpose of auditing and advising BAPCO in matters pertaining to safety and quality assurance. BAPCO and its authorized representative shall have access to and shall have the right to inspect and audit all records and matters relating to or bearing upon the SERVICES.
- 12.2 BAPCO shall have the right to stop and reject SERVICES that does not meet BAPCO quality and safety standards.
- 12.3 BAPCO or its authorized representative(s) shall have the right to inspect CONTRACTOR's tools and equipment, if applicable, at any time during the progress of the SERVICES. If any tool or item of equipment is, in the opinion of BAPCO or its authorized representative, unsafe or incapable of doing the SERVICES, CONTRACTOR shall repair or replace it with a safe and capable tool or item of equipment at CONTRACTOR's expense. The foregoing shall not relieve CONTRACTOR of its responsibility for safety related to tools and equipment.

ARTICLE 13
CONTRACTOR'S OBLIGATION

- 13.1 CONTRACTOR shall perform the SERVICES in strict adherence to this CONTRACT and shall comply with and adhere strictly to BAPCO's instructions and directions on any matter concerning the SERVICES. The foregoing shall not however be construed to exclude CONTRACTOR's duty to exercise care and diligence, or in any way relieve CONTRACTOR of its obligations and liabilities as expressed in this CONTRACT.
- 13.2 CONTRACTOR shall employ sufficient equipment and Personnel to complete the SERVICES at the times established under this CONTRACT.
- 13.3 CONTRACTOR shall maintain, repair and replace CONTRACTOR's equipment in good working order so as to provide complete and timely performance of the SERVICES.
- 13.4 CONTRACTOR shall keep sufficient spare parts and supplies for CONTRACTOR's equipment at the Worksite.
- 13.5 CONTRACTOR shall keep and maintain complete and current records of all CONTRACTOR's equipment dedicated to the SERVICES including details such as the quantity and condition of such equipment.
- 13.6 CONTRACTOR shall employ only competent and skilled Personnel to undertake the SERVICES. Subject to all other provisions of this CONTRACT, CONTRACTOR shall use its best efforts to ensure that all such Personnel continue in the functions and responsibilities to which they are assigned for as long as is necessary to achieve proper completion of the SERVICES. When a change in CONTRACTOR's key Personnel assigned to perform the SERVICES is legitimately required, CONTRACTOR shall obtain an Approval prior to assigning replacement Personnel.
- 13.7 Without prejudice to all its other rights under this CONTRACT or law or equity and notwithstanding any Approval, BAPCO shall be entitled to object to and require CONTRACTOR to remove from the SERVICES any Personnel who, in BAPCO's sole opinion, is incompetent, incapacitated, misconducts himself, is negligent in the proper performance of his duties, or does not demonstrate a sufficient level of English fluency for reading, writing, speaking and listening. In such an event CONTRACTOR shall forthwith remove such Personnel from the SERVICES and such Personnel shall not again be employed for the SERVICES without Approval. CONTRACTOR shall forthwith replace, at

CONTRACTOR's sole expense, any such discharged Personnel with a suitable, qualified and experienced Approved Personnel.

- 13.8 CONTRACTOR shall use its best efforts to ensure that CONTRACTOR's Personnel conform in all matters with the Applicable Laws and are familiar with and conform to all rules, procedures and policies of BAPCO relating to and governing the conduct, health, safety at SERVICES, environmental protection, security, confidentiality and secrecy, fire, accident, risk and any other specific matters as may affect CONTRACTOR's Personnel at the Worksite or any other locations to which CONTRACTOR's Personnel may be assigned.
- 13.9 CONTRACTOR shall be responsible for ensuring that CONTRACTOR's Personnel are fully aware of and abide by all the terms and conditions of this CONTRACT.
- 13.10 CONTRACTOR shall ensure that all written and oral representations and facts relating to CONTRACTOR's Personnel that are provided by CONTRACTOR shall be materially correct and that all qualifications and experience that CONTRACTOR's Personnel are stated to possess have been investigated thoroughly by CONTRACTOR. Upon request by BAPCO, CONTRACTOR shall show satisfactory proof of the qualifications, SERVICES history and references of CONTRACTOR's Personnel. If after Mobilization, the qualification and experience of CONTRACTOR's Personnel are subsequently found to be false or inadequate, CONTRACTOR shall remove such Personnel from the Worksite immediately at CONTRACTOR's expense. CONTRACTOR shall forthwith replace, at CONTRACTOR's sole expense, any such Personnel removed from the Worksite with suitable, qualified and experienced Approved Personnel.
- 13.11 CONTRACTOR shall arrange Mobilization and Demobilization of CONTRACTOR's Personnel and equipment as and when required by BAPCO. Such arrangements shall include travel, visa, work permits, passports, health certificates and all other things, of whatever nature, necessary for the successful Mobilization or Demobilization of CONTRACTOR's Personnel and equipment. CONTRACTOR shall also ensure that all such documentation remain at CONTRACTOR's offices for the whole period of assignment of CONTRACTOR's Personnel. BAPCO shall be permitted reasonable access to review such documentation from time to time. If after Mobilization of CONTRACTOR's Personnel, CONTRACTOR is subsequently unable to obtain a work permit for any such Personnel, they shall be considered not suitable and shall be removed and replaced if so required by BAPCO.
- 13.12 CONTRACTOR shall be responsible for compassionate leave, emergency leave and sick leave for CONTRACTOR's Personnel. Such leave shall be at no cost to BAPCO.
- 13.13 CONTRACTOR shall be responsible to provide housing/accommodation, meals, laundry services and transportation for CONTRACTOR's personnel throughout the duration of the SERVICES.
- 13.14 CONTRACTOR shall at no cost to BAPCO be responsible for the medical welfare of its Personnel and their dependents including, but not limited to, periodic medical examinations, arrangements for medical attendance, treatment or hospitalization if and when necessary, and CONTRACTOR will arrange suitable insurance coverage for such contingencies. BAPCO shall allow CONTRACTOR to use, at no cost to CONTRACTOR, whatever first aid or other medical facilities it may have at the Worksite. In case of emergency at the Worksite, BAPCO shall, at no cost to CONTRACTOR, arrange transport to move the CONTRACTOR's injured or ill Personnel to Khartoum using the resources available in the area. Upon arrival in Khartoum, CONTRACTOR shall assume full care of the individual.

- 13.15 CONTRACTOR shall ensure that all CONTRACTOR's Personnel are medically examined at their point of origin before departure and that a copy of the certificate of health is given to BAPCO on arrival at the Worksite.
- 13.16 CONTRACTOR shall ensure that all periods of sickness of CONTRACTOR's Personnel are covered by medical certificate. BAPCO reserves the right to order an examination by its own medical staff in order to verify such sickness. Any examination so ordered shall be for the account of BAPCO and in the event of any dispute, the results of the examination shall be final.
- 13.17 CONTRACTOR's Personnel who in BAPCO's sole opinion are no longer fit due to frequent and prolonged sickness shall be replaced by CONTRACTOR at no cost to BAPCO.
- 13.18 CONTRACTOR shall make every effort to ensure that CONTRACTOR and its Personnel settle their personal debts before final departure from the Worksite.
- 13.19 Except for payments required pursuant to this CONTRACT, BAPCO accepts no liability whatsoever for unsettled debts incurred by CONTRACTOR or its Personnel howsoever arising. In the event CONTRACTOR or its Personnel become a debtor to BAPCO for any reason directly or indirectly related to this CONTRACT and the SERVICES, BAPCO shall have the absolute right, without prejudice to all its other rights under this CONTRACT or law or equity, to recover such unpaid debts from any payments due to CONTRACTOR or from the Bank Guarantee.
- 13.20 In the event of default of wages by CONTRACTOR or Subcontractor and without prejudice to all its other rights under this CONTRACT or law or equity, BAPCO shall have the right to deduct any monies due to CONTRACTOR or enforce the Bank Guarantee under this CONTRACT for settlement of such claim. Payments by BAPCO for such settlement shall be deemed to be a payment made to CONTRACTOR by BAPCO and by virtue of this CONTRACT.
- 13.21 CONTRACTOR shall advise BAPCO immediately in writing of any labour dispute or anticipated labour dispute that may be expected to affect CONTRACTOR's performance of the SERVICES.
- 13.22 CONTRACTOR agrees to perform the SERVICES as required and at the times established under this CONTRACT and/or otherwise communicated to CONTRACTOR. As the SERVICES progresses, CONTRACTOR shall continually review and control the scheduling plan to meet these timing objectives and shall advise BAPCO of the status of the SERVICES from time to time.
- 13.23 CONTRACTOR shall at all times during performance of the SERVICES cooperate with BAPCO's Personnel.
- 13.24 CONTRACTOR shall have in place and implement as a minimum, a quality assurance program which conforms with generally accepted international petroleum industry standards for the SERVICES. The documented program shall include procedures for inspection activities.
- 13.25 Notwithstanding any involvement by BAPCO in the selection and review of CONTRACTOR's Personnel who are to provide the SERVICES, or a part thereof, the CONTRACTOR shall be solely responsible for the suitability of each individual it appoints, including suitability of education, SERVICES experience and character.

ARTICLE 14
BAPCO'S OBLIGATIONS

- 14.1 BAPCO may but is not obliged to provide assistance to CONTRACTOR in securing necessary permits or data from national and local governmental authorities and/or agencies when required under this CONTRACT. The failure by BAPCO to obtain and provide such assistance shall not relieve CONTRACTOR from the obligation to secure the same at its own costs.
- 14.2 BAPCO shall provide CONTRACTOR's Personnel and equipment such reasonable right of entry to BAPCO Worksites as CONTRACTOR requires to perform the SERVICES. BAPCO shall promptly advise CONTRACTOR's Personnel of any restrictions, conditions or limitations affecting the right of entry or operation of CONTRACTOR's Personnel at the Worksite.

ARTICLE 15
NOTICES

- 15.1 All approvals, requests and notices required herein shall be given or made by handwritten or printed documentation including, but not limited to, faxes, e-mail, and similar forms of written communication and shall be deemed to have been properly given or made if given to the either CONTRACTOR Representative or BAPCO Representative, as applicable, or if sent prepaid to the other respective Party address as indicated in the PARTICULAR TERMS & CONDITIONS.
- 15.2 All mailings of letters / correspondences and transmittals to BAPCO shall be by prepaid courier service unless instructed otherwise by BAPCO.
- 15.3 Either Party may change the person or address to which notices shall be sent by giving the other Party written notice of such change.
- 15.4 Subject to ARTICLE 15.5, notices or instructions shall be deemed to have been received at the time of:
- 15.4.1 Delivery if delivered by hand;
 - 15.4.2 Transmission if sent by fax;
 - 15.4.3 Receipt or recorded delivery if sent by courier service; and
 - 15.4.4 Receipt if sent by e-mail.
- 15.5 If the time of such deemed receipt is not during customary hours of business at the receiving location, notice shall be deemed to have been received at 10.00 a.m. on the first customary day of business thereafter at the receiving location.
- 15.6 Subject to this article, the date of receipt of any notice shall be the date notice is first received at the office of the addressee or by the addressee, whichever is earlier.

ARTICLE 16
BAPCO'S REPRESENTATIVE

- 16.1 BAPCO shall appoint a competent and experienced BAPCO Representative to be responsible for administering this CONTRACT on BAPCO's behalf and for issuing any instructions hereunder. Within five (5) days of executing this CONTRACT, BAPCO shall advise CONTRACTOR in writing of the name of the BAPCO Representative. BAPCO may change the BAPCO Representative from time to time and shall notify CONTRACTOR of such change in writing. The BAPCO Representative may from time to time designate or appoint a nominee to carry out certain functions and such nominee shall have all the power of the BAPCO Representative with respect to those certain functions.
- 16.2 The BAPCO Representative shall at all times have access to the SERVICES and all documents pertaining to the SERVICES including, but not limited to, Drawings and Documentation.
- 16.3 The BAPCO Representative shall be responsible for and is duly authorized to receive and act on all matters pursuant to this CONTRACT including, but not limited to, receipt on behalf of BAPCO of all notifications, information and decisions of CONTRACTOR pursuant to the provisions of this CONTRACT. CONTRACTOR shall be entitled to rely on all decisions and positions of the BAPCO Representative as those of BAPCO.
- 16.4 The BAPCO Representative shall decide all questions that arise relating to the performance of the SERVICES. The BAPCO Representative shall have the right to reject or disapprove any part of the SERVICES that does not conform to this CONTRACT.
- 16.5 The BAPCO Representative shall have the right but not the obligation to prohibit the commencement of SERVICES or to stop any SERVICES in progress if equipment, Personnel or SERVICES conditions are considered to be unsafe or not in compliance with BAPCO's rules and regulations.
- 16.6 Notwithstanding anything contained in this CONTRACT, Approval or the presence of and the inspection, supervision and approval by the BAPCO Representative shall not relieve CONTRACTOR from its obligation and duties and shall not otherwise prejudice BAPCO's rights under this CONTRACT.

ARTICLE 17
CONTRACTOR'S REPRESENTATIVE

- 17.1 CONTRACTOR shall appoint a competent and experienced CONTRACTOR Representative to be responsible for administering this CONTRACT on CONTRACTOR's behalf and to be in charge of the SERVICES. Within five (5) days of executing this CONTRACT, CONTRACTOR shall advise BAPCO in writing of the name of the CONTRACTOR Representative. The CONTRACTOR Representative shall be satisfactory to BAPCO. CONTRACTOR may change the CONTRACTOR Representative from time to time and shall notify BAPCO of such changes in writing. The CONTRACTOR Representative may from time to time designate or appoint a nominee to carry out certain functions and such nominee shall have all the power of the CONTRACTOR Representative with respect to those certain functions.
- 17.2 CONTRACTOR Representative shall have CONTRACTOR's full authority concerning the supply of materials, equipment and CONTRACTOR's Personnel and shall also have

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CONTRACTOR's full authority to proceed with the SERVICES and every part thereof in conformity with this CONTRACT. CONTRACTOR Representative shall be responsible for and duly authorized to receive and act on all matters related to this CONTRACT including, but not limited to, receipt on behalf of CONTRACTOR of all notifications, information and decisions of BAPCO pursuant to the provisions of this CONTRACT. BAPCO shall be entitled to rely on all decisions and positions of CONTRACTOR Representative as those of CONTRACTOR.

- 17.3 CONTRACTOR Representative shall supervise, coordinate and ensure the quality of all aspects of CONTRACTOR's obligations under this CONTRACT. All contacts with CONTRACTOR with respect to the SERVICES may be through the CONTRACTOR Representative.

ARTICLE 18 LIABILITY / INDEMNITY

- 18.1 CONTRACTOR shall be responsible for and liable to and shall indemnify, and hold harmless BAPCO Indemnified Persons for any loss of, loss of use of, recovery of, damage to or destruction of the property of BAPCO Indemnified Persons if such loss, loss of use, recovery, damage or destruction arises out of the negligence or breach of duty (statutory or otherwise) of CONTRACTOR or CONTRACTOR's Personnel. For the purposes of this subarticle, the property of BAPCO Indemnified Persons shall be deemed to include property owned, hired, leased or otherwise provided by BAPCO Indemnified Persons. CONTRACTOR's liability and responsibility to indemnify hereunder shall not be reduced even if the negligence or breach of duty (statutory or otherwise) of BAPCO Indemnified Persons contributed to such damage, destruction or loss except where, and then only to the extent that, the loss, loss of use, recovery, damage or destruction has been contributed to by Willful Misconduct.
- 18.2 CONTRACTOR shall be responsible for and liable to and shall indemnify, defend, and hold harmless BAPCO Indemnified Persons, from and against any and all claims, demands, causes and causes of action which are brought by CONTRACTOR or any third parties including, but not limited to, CONTRACTOR's Personnel and Personnel of BAPCO and Co-Venturers, and which are in respect of any personal injury, death, disease, or any loss of, loss of use of, recovery of, damage to or destruction of property, arising out of the negligence or breach of duty (statutory or otherwise) of CONTRACTOR or CONTRACTOR's Personnel. This indemnity shall include all costs, penalties, awards, damages and judgment; court and arbitration costs; counsel and witness fees; and all other reasonable expenses incurred by or assessed against the BAPCO Indemnified Persons and associated with such claims, demands, causes and causes of action. CONTRACTOR's liability and responsibility to indemnify hereunder shall not be reduced even if the negligence or breach of duty (statutory or otherwise) of BAPCO Indemnified Persons contributed to such personal injury, death, disease, or such loss of, loss of use of, recovery of, damage to or destruction of the property except where, and then only to the extent that, the personal injury, death, disease, or loss of, loss of use of, recovery of, damage to or destruction of such property has been caused by Willful Misconduct.
- 18.3 CONTRACTOR shall be responsible for and liable to and shall indemnify and hold harmless BAPCO Indemnified Persons from and against any and all claims, demands, causes and causes of action brought against BAPCO Indemnified Persons in respect of pollution and/or contamination of sea, water, land or air, including clean-up costs, if such pollution or contamination arises as a result of the negligence or breach of duty (whether statutory or otherwise) of CONTRACTOR or CONTRACTOR's Personnel. This indemnity shall include all costs, penalties, awards, damages and judgment; court and arbitration costs; counsel and witness fees; and all other reasonable expenses incurred by or

assessed against the BAPCO Indemnified Persons and associated with such claims, demands, causes and causes of action. CONTRACTOR's liability and responsibility to indemnify hereunder shall not be reduced even if the negligence or breach of duty (statutory or otherwise) of BAPCO Indemnified Persons contributed to such pollution or contamination except where, and then only to the extent that, the pollution or contamination has been caused by Willful Misconduct.

- 18.4 If a claim is asserted in circumstances which do or may give rise to an indemnity under this CONTRACT, BAPCO shall forthwith give notice thereof to CONTRACTOR and the Parties shall consult and cooperate fully in respect thereof and in determining whether the claim and any legal proceedings relating to a third party should be resisted, compromised or settled. Each Party shall make available to the other all information in its possession or to which it has access that is or may be relevant to the particular claim.
- 18.5 CONTRACTOR shall notify BAPCO immediately of any damage to, loss of, loss of use of, recovery of or destruction of property used in connection with the SERVICES, any personal injury or death or disease of persons occurring in connection with the performance of the SERVICES and any incident, claim or litigation affecting the provisions of this article, and CONTRACTOR shall furnish to BAPCO adequate written reports pertaining to same.
- 18.6 Notwithstanding anything else in this CONTRACT, CONTRACTOR shall be solely responsible for all damage or destruction or loss from any cause whatsoever, of tools, equipment and other property owned or leased by CONTRACTOR or Subcontractors which are used or intended for use in performing the SERVICES.
- 18.7 Subject to ARTICLE 18.1 and ARTICLE 18.2, CONTRACTOR's liabilities and indemnities in this CONTRACT shall not be reduced by reason of any omission, negligence or breach of duty (statutory or otherwise), by BAPCO Indemnified Persons in failing to supervise or control CONTRACTOR's Personnel or methods of working or to detect or prevent or remedy defective SERVICES or to ensure proper performance of any other obligations of CONTRACTOR under this CONTRACT.
- 18.8 The indemnities assumed in this CONTRACT by the CONTRACTOR shall be deemed to include and cover all liability undertaken by the BAPCO Indemnified Persons in contracts with parties other than CONTRACTOR.
- 18.9 For the limited purpose of extending the benefit of the indemnities contained in this ARTICLE and throughout this CONTRACT, BAPCO contracts on its own behalf and as agent and trustee on behalf of BAPCO Indemnified Persons, and each member of BAPCO Indemnified Persons shall be deemed to be a Party of this CONTRACT for this limited purpose.

ARTICLE 19 LIENS AND CLAIMS

- 19.1 CONTRACTOR shall be responsible for and shall indemnify, defend and hold harmless BAPCO Indemnified Persons from and against any and all claims or liability for claims, demands, causes or causes of action of whatever kind or nature based on any liens, claims assessments, fines and levies created, caused or committed by CONTRACTOR or its Personnel. This indemnity shall include without limitation all costs, penalties, awards, damages and judgment, court and arbitration costs, counsel and witness fees, and all other reasonable expenses incurred by or assessed against the BAPCO Indemnified Persons and associated with such claims, demands, and causes of action. CONTRACTOR shall immediately notify BAPCO of such liens and claims when CONTRACTOR becomes aware of such claims.

- 19.2 BAPCO shall have the right to retain out of any payment to be made under this CONTRACT an amount sufficient to offset such liens or claims that CONTRACTOR fails to discharge promptly, until such liens or claims are proven to be invalid or are satisfied, discharged or settled.
- 19.3 Should there be any such lien or claim made after all payments hereunder have been made, CONTRACTOR agrees to refund BAPCO upon demand, all monies that BAPCO may be compelled to pay to discharge any such lien or claim in consequence of CONTRACTOR's default including all costs, legal and professional fees.
- 19.4 Upon completion or early termination of this CONTRACT, CONTRACTOR shall submit to BAPCO within thirty (30) days thereof, a full and complete statement stating that all debts, taxes, liens, privileges, claims, charges and obligations to CONTRACTOR's Personnel and suppliers, for the purchase or lease of equipment, materials, and supplies in connection with the performance of the SERVICES hereunder have been fully paid to the date of such statement. In the event of any dispute, CONTRACTOR shall post a bond or any other form of security acceptable to BAPCO to secure BAPCO against any such liens or claims.
- 19.5 BAPCO shall be empowered and shall have the option to enforce the Bank Guarantee for any amounts outstanding pursuant to this ARTICLE 19.

ARTICLE 20 CHANGES

- 20.1 The Parties anticipate that as the SERVICES progresses, changes in the SERVICES may be required. These changes may affect the cost of or the time required for the SERVICES. Such changes may include without limitation:
- 20.1.1 Revisions to Drawings and Documentation supplied by BAPCO or administration procedures that affect the SERVICES;
 - 20.1.2 Performance of services not related to or reasonably inferable to the SERVICES;
or
 - 20.1.3 Revisions required by BAPCO to the SERVICES already accomplished in accordance with the specifications;
- However, revisions required to achieve compliance with specifications or to correct errors, omissions or poor workmanship or engineering on the part of CONTRACTOR shall not be considered as changes.
- 20.2 Changes in the SERVICES shall be made by a Change Order issued in accordance with the provisions of this CONTRACT.
- 20.3 BAPCO shall have the unfettered right to issue a Change Order for:
- 20.3.1 The suspension or termination of all or part of the SERVICES pursuant to the provisions of this CONTRACT including ARTICLE 22, and ARTICLE 23; or
 - 20.3.2 Changes to the SERVICES that do not have a significant impact on the anticipated costs or anticipated timing of the SERVICES;

And no CONTRACTOR consent or agreement shall be required for such Change Order.

- 20.4 Subject to ARTICLE 20.3, either Party may request a Change Order to change the SERVICES or a portion thereof and if the Parties together agree to the change, BAPCO shall issue a Change Order and CONTRACTOR shall indicate its agreement to the change by signing the Change Order. If the Change Order changes the reasonable and direct costs of the SERVICES, the Change Order shall outline the anticipated changed costs which BAPCO shall be obligated to pay when actually incurred by CONTRACTOR as a result of the change. The Change Order shall normally be priced on the basis stipulated in the Price Schedule of this CONTRACT. In the event that specific rates are not incorporated in the Price Schedule, such rates shall be mutually agreed by the Parties. All provisions of this CONTRACT and the specifications shall apply to the Change Order.
- 20.5 No adjustment to the CONTRACT PRICE or the Rates shall be made except by issuance by BAPCO of a Change Order.
- 20.6 If CONTRACTOR believes that any act or omission of BAPCO affects or will affect the cost of or time required for the SERVICES, then CONTRACTOR shall promptly notify BAPCO before proceeding with the part of the SERVICES in question. BAPCO may issue a Change Order based on CONTRACTOR's request but will not necessarily be bound by such notification, and in no event will BAPCO be obligated to adjust the CONTRACT PRICE or Rates if CONTRACTOR proceeds with the part of the SERVICES in question before giving notification to BAPCO in accordance with this article.
- 20.7 Change Orders shall be administered in accordance with the detailed requirements of this CONTRACT.
- 20.8 Notwithstanding anything else contained herein, if there are actual changes in the laws of the Sudan after the Effective Date that materially affect the CONTRACTOR's costs and if the CONTRACTOR advises BAPCO of such changes and the impact thereof on CONTRACTOR's costs in a timely manner, the CONTRACTOR shall be entitled to make a written request to BAPCO for a Change Order. CONTRACTOR's written request shall detail the change in the law and the impact of the change in such laws on CONTRACTOR's costs. The Parties shall then meet together to discuss the impact on the compensation and what changes are appropriate, if any. In the event of such a request by CONTRACTOR, BAPCO shall be entitled to audit any of CONTRACTOR's records that BAPCO deems relevant to the issue of the requested change and have the same rights associated with other audits provided for under the CONTRACT.

ARTICLE 21 CONTRACTOR DEFAULT

- 21.1 The occurrence of any of the following events shall be deemed a default by CONTRACTOR under this CONTRACT:
- 21.1.1 Any attempted transfer or assignment by CONTRACTOR of its rights or duties under this CONTRACT without prior Approval; or
- 21.1.2 The failure of CONTRACTOR to satisfy within thirty (30) days of its entry any final judgement upon which execution is possible or the attachment of any general lien against all or a substantial part of the real or personal property of CONTRACTOR and the continued existence thereof for more than thirty (30) days; or
- 21.1.3 If BAPCO, acting reasonably, determines that CONTRACTOR or CONTRACTOR's Personnel have failed to comply with the requirements of this CONTRACT, are incompetent, have acted in manner prejudicial to BAPCO's best interest, or have failed to comply with BAPCO's health, safety, environment or other rules or regulations and procedures; or

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- 21.1.4 If CONTRACTOR has failed to provide a Performance Guarantee when requested pursuant to ARTICLE 6.5; or
- 21.1.5 If CONTRACTOR is otherwise in default under this CONTRACT.
- 21.2 If CONTRACTOR is in default as aforesaid, BAPCO shall give CONTRACTOR notice of such default and require CONTRACTOR to take appropriate corrective action at CONTRACTOR's expense and without prejudice to all BAPCO's other rights under this CONTRACT or law or equity.
- 21.3 Should CONTRACTOR fail or refuse to remedy or fail to commence remedying the matters complained of within ten (10) days after notice is received by CONTRACTOR, or if once commenced, CONTRACTOR does not continue and bring the matter to a conclusion satisfactory to BAPCO in a reasonable period of time, BAPCO shall have the right to terminate the SERVICES, any part of the SERVICES, or this CONTRACT by giving notice of termination to CONTRACTOR.
- 21.4 If BAPCO terminates the SERVICES, any part of the SERVICES or this CONTRACT pursuant to this article, CONTRACTOR agrees that CONTRACTOR shall not be entitled to claim compensation from BAPCO in respect to such termination, provided however that, subject to setoff for amounts provided for herein, and matured, unmatured, or contingent amounts due to BAPCO, BAPCO shall pay CONTRACTOR for SERVICES performed up to the date of termination.
- 21.5 Notwithstanding the foregoing, in the event of default by CONTRACTOR, BAPCO shall be empowered and shall have the option to enforce the Performance Guarantee and/or bank Guarantee, if applicable for completion of the SERVICES.

ARTICLE 22 SUSPENSION OF SERVICES

- 22.1 BAPCO may, at any time, suspend all or any part of the SERVICES for any reason whatsoever by giving notice to CONTRACTOR specifying the part of the SERVICES to be suspended and the effective date of the suspension. CONTRACTOR shall cease performance of said suspended part of the SERVICES on the effective date of suspension. CONTRACTOR shall continue to perform the unsuspended part of the SERVICES. CONTRACTOR will be given sufficient time for orderly removal of CONTRACTOR's Personnel and items not required during suspension.
- 22.2 CONTRACTOR shall comply with BAPCO's instruction with respect to all activities in connection with any suspension of the SERVICES or part thereof. Such compliance will be a factor in determining reasonableness of costs incurred. Compensation for suspension shall only be payable in cases where the suspension is not attributable to the actions or inactions of CONTRACTOR and shall be limited to reasonable 'out of pocket' expenses actually incurred and directly resulting from the suspension, including related reasonable Demobilization costs. Nothing in this article shall be interpreted as changing BAPCO's obligation to pay amounts properly due for SERVICES performed prior to the date of suspension.
- 22.3 BAPCO may, at any time authorize resumption of all or any part of the suspended SERVICES by giving at least ten (10) days notice to CONTRACTOR specifying the SERVICES to be resumed and the effective date of the withdrawal of suspension. CONTRACTOR shall resume the SERVICES on the effective date of the withdrawal of suspension. BAPCO shall pay reasonable actual re-Mobilization costs for Personnel and equipment actually demobilized pursuant to ARTICLE 22.2 after a suspension that is not attributable to the actions or inactions of CONTRACTOR.

ARTICLE 23
TERMINATION OF SERVICES

- 23.1 BAPCO may at any time, terminate all or any part of the SERVICES without cause by giving fourteen (14) days prior notice to CONTRACTOR specifying that BAPCO intends to terminate the SERVICES, the SERVICES to be terminated, and the effective date of termination. BAPCO shall pay CONTRACTOR, upon receipt and verification of CONTRACTOR's invoice, all amounts properly due for the SERVICES performed prior to the date of termination plus reasonable expenses actually incurred and directly resulting from the termination.
- 23.2 Subject to the requirements of ARTICLE 21 hereof, BAPCO shall have the right to immediately terminate all or any part of the SERVICES for cause, by giving notice in writing and this shall not prejudice all its other rights under this CONTRACT or law or equity including, but not limited to, the right to sue for damages. BAPCO shall retain all amounts which are then due and payable to CONTRACTOR less reimbursements due to CONTRACTOR for its reasonable and auditable costs incurred in the performance of the SERVICES to the extent such SERVICES was authorized in advance by BAPCO and not related to the cause of termination.
- 23.3 Notwithstanding ARTICLE 21 or other provisions of this ARTICLE 23, in the event CONTRACTOR:
- 23.3.1 Fails to provide proof of an acceptable insurance program; or
 - 23.3.2 Makes an assignment for the benefit of creditors; or
 - 23.3.3 Is judged bankrupt or has a petition in bankruptcy filed by or against CONTRACTOR; or
 - 23.3.4 Has a receiver or a receiver-manager appointed; or
 - 23.3.5 Has any steps taken to liquidate or voluntarily wind up its operations; or
 - 23.3.6 Has a winding-up petition presented against it; or
 - 23.3.7 Is wound up by the courts; or
 - 23.3.8 Is responsible for any theft or misappropriation of BAPCO's property; or
 - 23.3.9 Undergoes a corporate reorganization; or
 - 23.3.10 Commits a material breach as described in ARTICLE 25.9
- Then this CONTRACT shall, at the sole option of BAPCO, be immediately terminated by BAPCO serving such notice on CONTRACTOR and CONTRACTOR agrees that it shall not be entitled to claim compensation from BAPCO in respect to such termination; provided however, that subject to setoff for amounts provided for herein, and matured, unmatured, or contingent amounts due to BAPCO, BAPCO shall pay CONTRACTOR for SERVICES performed up to the date of termination.
- 23.4 Upon receipt of a notice of termination, CONTRACTOR shall ensure no further commitments with respect to the effected SERVICES are made, and CONTRACTOR shall take all reasonable steps necessary to minimize any costs arising from commitments made prior to receipt of the notice of termination. On the effective date of the notice of termination, CONTRACTOR shall stop performance of the affected SERVICES

- 23.5 If this CONTRACT is terminated and unless BAPCO directs otherwise, CONTRACTOR shall immediately make every reasonable effort to cancel existing Subcontracts, purchase orders or other obligations entered into by CONTRACTOR with Subcontractors, suppliers or others upon terms satisfactory to BAPCO.
- 23.6 If this CONTRACT is terminated, BAPCO may direct CONTRACTOR to execute and deliver to BAPCO all drawings and documentation related to this CONTRACT and required by BAPCO and to take all necessary steps to fully vest in BAPCO the rights and benefits of CONTRACTOR under existing Subcontracts or other obligations with Subcontractors, suppliers and others. In addition, CONTRACTOR shall take all reasonable steps to preserve and protect the SERVICES already in progress, to protect materials, Drawings and Documentation, equipment and supplies in transit or at the Worksite and to minimize all costs to BAPCO and CONTRACTOR resulting from the suspension or termination.
- 23.7 Except as otherwise provided in this CONTRACT, in the event of termination hereunder, the Parties shall each be released and discharged from any claims by one Party against the other in connection with the terminated SERVICES.
- 23.8 If the SERVICES, any part of this SERVICES, or this CONTRACT is terminated by BAPCO pursuant to ARTICLE 21.3 or ARTICLE 23.2 or ARTICLE 23.3, BAPCO shall have the option to thereafter enforce the Bank Guarantee and/or the Performance Guarantee for monies owed or reasonably anticipated to be owed to BAPCO by CONTRACTOR without prejudice to all its other rights under this CONTRACT or law or equity.
- 23.9 After giving notice of termination pursuant to ARTICLE 21.3 or ARTICLE 23.2 or ARTICLE 23.3, BAPCO shall have the right to locate a suitable alternative contractor and CONTRACTOR shall cooperate to ensure a stable transition of the terminated matters to the alternative CONTRACTOR.
- 23.10 If the SERVICES, any part of the SERVICES or this CONTRACT, is taken over by an alternative CONTRACTOR as described in the previous subarticle, any cost arising out of the change and borne by the alternative CONTRACTOR or by BAPCO, shall be deducted from the amounts due or that may become due to CONTRACTOR. If such additional cost is greater than the amounts due to CONTRACTOR, BAPCO shall notify CONTRACTOR and CONTRACTOR shall forthwith pay BAPCO amount of additional costs that exceeds the amount due to CONTRACTOR.
- 23.11 If BAPCO terminates the SERVICES, any part of the SERVICES or this CONTRACT pursuant to ARTICLE 21 or this ARTICLE 23, CONTRACTOR agrees that CONTRACTOR shall not be entitled to claim compensation from BAPCO in respect to such termination, provided however that, subject to setoff for amounts provided for herein, and matured, unmatured, or contingent amounts due to BAPCO, BAPCO shall pay CONTRACTOR for SERVICES performed up to the date of termination.

ARTICLE 24

SUBCONTRACTS AND CONTRACT ASSIGNMENT

- 24.1 CONTRACTOR shall not subcontract the SERVICES or any part thereof without BAPCO's prior written Approval. Subcontract documents and selection of Subcontractor(s) related to the SERVICES or any part thereof shall require Approval prior to award of each Subcontract.
- 24.2 CONTRACTOR shall ensure that all BAPCO's rights under this CONTRACT including, but not limited to, audit rights are incorporated in all Subcontracts hereunder.

- 24.3 For all purposes under this CONTRACT, CONTRACTOR shall be fully responsible for any acts, defaults and omissions of any Subcontractor, and any and all of their directors, officers, and Personnel that directly or indirectly SERVICES for or are retained by Subcontractors to the same extent as CONTRACTOR is for the acts and omissions of Personnel directly or indirectly working for or retained by CONTRACTOR.
- 24.4 Approvals of a Subcontract granted pursuant to this ARTICLE shall not release or relieve CONTRACTOR of any of its obligations under this CONTRACT or create any contractual relationship between any Subcontractor and BAPCO. CONTRACTOR shall be responsible for such Subcontractor's due observance of all the terms, stipulations and conditions under this CONTRACT.
- 24.5 BAPCO may assign any or all of this CONTRACT including all rights and obligations hereunder to any or all of the Co-Venturers or any of its or their Affiliates at any time without the prior consent of CONTRACTOR, and such assignment shall be binding upon CONTRACTOR upon delivery of notice of the assignment to CONTRACTOR.
- 24.6 Excluding assignments dealt with in ARTICLE 24.5, BAPCO may assign this CONTRACT including all rights and obligations hereunder at any time with the prior consent of CONTRACTOR, which consent shall not be unreasonably withheld. Failure by CONTRACTOR to reply to a request for consent within 10 days of its receipt by CONTRACTOR shall be deemed to be the consent of the CONTRACTOR to such assignment. After obtaining consent or deemed consent, the actual assignment shall be binding upon CONTRACTOR upon delivery of notice of the assignment to CONTRACTOR.
- 24.7 Without the prior written consent of BAPCO, an assignment by CONTRACTOR of any of the rights accruing to it under the CONTRACT or any delegation of duties to be performed by CONTRACTOR under this CONTRACT shall be void and shall not be binding on BAPCO. The granting of such consent by BAPCO shall not relieve CONTRACTOR or its sureties of their responsibilities and obligations under this CONTRACT. After obtaining Approval, the actual assignment by CONTRACTOR shall be binding upon BAPCO upon delivery to BAPCO of a notice of the assignment signed by CONTRACTOR and the assignee.
- 24.8 Without receiving Approval, CONTRACTOR shall not mortgage, hypothecate, encumber or convey title to any of the equipment or materials or deliverables or other items associated with the performance of this CONTRACT to a third party.

ARTICLE 25

HEALTH , SAFETY AND ENVIRONMENT

- 25.1 CONTRACTOR shall perform the SERVICES in such a manner that the environment including air, water, and land as well as animal and plant life is protected from adverse effect from CONTRACTOR's activities.
- CONTRACTOR shall pay the cost of remediation of environmental damage caused by CONTRACTOR's activities.
- 25.2 CONTRACTOR and its Personnel shall strictly comply with all relevant BAPCO requirements as stipulated in EXHIBIT VII, statutory and local authorities' rules, regulations, requirements and procedures, as amended from time to time, that apply to the location where the SERVICES is being performed and that pertain to health, safety, environmental protection, fire protection and security regulations and shall ensure that, in any event, the standards applied are no less than the generally accepted international petroleum industry standards.

- 25.3 CONTRACTOR shall ensure that all materials and equipment to be used in the performance of the SERVICES comply with all relevant BAPCO, statutory and local authorities' rules, regulations, requirements and procedures, as amended from time to time, that apply to the location where the SERVICES is being performed and that pertain to health, safety, environmental protection, fire protection and security regulations and shall ensure that the standards applied are no less than the generally accepted international petroleum industry standards. All such material and equipment requiring BAPCO certification shall be so certified before it is brought onto BAPCO's premises or the Worksite. All material safety data sheet (MSDS) shall be submitted to BAPCO for evaluation and approval.
- 25.4 CONTRACTOR shall be solely responsible for the safety of its Personnel and all of its equipment at the Worksite, and shall be solely responsible for the necessary training of its Personnel on safety and safe working practices. CONTRACTOR shall ensure that CONTRACTOR's Personnel are adequately trained in safety precautions and safe working practices and aware of the work activity hazards before they are involved in the SERVICES and that they are competent to undertake their required duties in a safe and efficient manner.
- 25.5 Failure of CONTRACTOR's Personnel to follow regulations and safety procedures shall be considered a default under this CONTRACT.
- 25.6 CONTRACTOR shall allow BAPCO access at any reasonable time to any equipment, Personnel, materials and records supplied by CONTRACTOR and involved in the SERVICES to enable BAPCO to:
- 25.6.1 ensure that CONTRACTOR complies with the provisions of this article;
 - 25.6.2 conduct, if required, HSE audit/inspection and independent investigations into any accident and/or incident arising out of or in connection with performance of the SERVICES; and
 - 25.6.3 verify material safety data sheets for chemical used in BAPCO premises by CONTRACTOR.
- 25.7 In the event of SERVICES being carried out by CONTRACTOR or any Subcontractor in an unsafe manner with respect to health, safety, environmental protection, fire protection or security, or if equipment requires modification or replacement to meet BAPCO or statutory safety requirements, BAPCO reserves the right to immediately suspend all or parts of the SERVICES and to apply any penalty as stated in BAPCO HSE regulations.
- 25.8 A suspension notice issued pursuant to this article shall include reasons for BAPCO issuing such notice and shall outline the steps required to be taken by CONTRACTOR to rectify the hazard. CONTRACTOR shall be considered to be in default of its obligations under this CONTRACT until either the hazardous working practice with respect to health, safety, environmental protection, fire protection or security is remedied or required modification or replacement of CONTRACTOR's equipment is made to the satisfaction of BAPCO.
- 25.9 The refusal or inability of CONTRACTOR to remedy any hazardous working practice or to perform the required modification or replacement to its equipment within ten (10) calendar days shall constitute a material breach of this CONTRACT and BAPCO shall have the right to immediately terminate this CONTRACT in accordance with ARTICLE 23.3.
- 25.10 While at the Worksite or other BAPCO sponsored premises or during travel in BAPCO sponsored transport, CONTRACTOR shall use its best efforts to ensure that its Personnel do not indulge in practical jokes, boisterous behavior, horseplay, scuffing and

the like and shall not permit the use, possession or sale of alcoholic beverages or illegal drugs. CONTRACTOR's Personnel who breach this provision shall be subject to immediate dismissal.

- 25.11 For that part of the SERVICES that is to be performed at BAPCO's Worksite, CONTRACTOR shall furnish, at no cost to BAPCO, adequate safety gear to be worn by CONTRACTOR's Personnel and all necessary safety equipment including, but not limited to, fire extinguishers.
- 25.12 CONTRACTOR shall ensure that personal protective clothing and equipment are always maintained in good condition. Contractor shall ensure that such protective clothing and safety gear shall be worn on all relevant occasions as indicated by notices, instructions and good sense.
- 25.13 CONTRACTOR shall ensure that all CONTRACTOR's equipment, facilities and other items in any way associated with this CONTRACT or the SERVICES are maintained in a safe, sound and proper condition, comply with Applicable Laws and BAPCO's requirements.
- 25.14 CONTRACTOR shall ensure that all its Personnel maintain a neat, clean and safe SERVICES environment at the Worksite and the operations areas of BAPCO including any equipment and machinery associated or utilized in the performance of the SERVICES.
- 25.15 CONTRACTOR shall immediately report to BAPCO any accident or safety incident that involves any equipment or person or the environment, whether or not any injury to person or damage to property or the environment occurred. In cases of injurious and non-injurious incidents judged to be serious by BAPCO, CONTRACTOR shall, without additional costs to BAPCO, duly submit to BAPCO within 24 hours brief accident report, and shall be followed by carrying out full investigations and submit a detailed report of the incident to BAPCO in a BAPCO acceptable format within fourteen (14) calendar days setting out the events relating to the incident.
- 25.16 CONTRACTOR shall take steps to maintain and increase the safety consciousness of its Personnel by means of immediate correction of unsafe acts and by means of periodic safety meetings and discussions and emergency drills. CONTRACTOR shall ensure that safety meetings shall be attended by CONTRACTOR's Personnel for the purpose of improving safety of the working environment and enhancing safety awareness.
- 25.17 In accordance with BAPCO's policy, CONTRACTOR's Personnel are required to possess an official pass card while on any BAPCO premises and Worksite.
- 25.18 Where the CONTRACTOR, acting reasonably, considers that the equipment, Personnel or work conditions are not safe or in compliance with BAPCO's rules and regulations, it shall notify BAPCO immediately and BAPCO and CONTRACTOR shall meet and agree on what action, if any, is required and whether the SERVICES or a portion of it should be suspended.
- 25.19 No persons other than BAPCO's and CONTRACTOR's Personnel shall be allowed to be at the Worksite without Approval.
- 25.20 CONTRACTOR shall dispose off all solid and liquid wastes in accordance with Sudanese Environmental Regulations and as instructed by BAPCO.
- 25.21 CONTRACTOR shall assign one of its Personnel to carry out HSE responsibilities in all CONTRACTOR's activities. If the number of CONTRACTOR's Personnel at the Worksite exceeds fifty persons, CONTRACTOR shall provide a health unit run by a medical officer or a medical assistant.

25.22 If CONTRACTOR is providing the accommodation for its Personnel at the Worksite, the CONTRACTOR shall abide with international standards in the catering and cleanliness of the facilities to ensure the welfare of its Personnel is safeguarded.

25.23 In the event BAPCO carry out emergency medical evacuation for CONTRACTOR's personnel from the Worksite, the eventual cost shall be borne by CONTRACTOR. If the emergency treatment for CONTRACTOR's Personnel is conducted in BAPCO's panel hospitals, CONTRACTOR shall pay for the cost.

ARTICLE 26
PROCUREMENT OF EQUIPMENT, FACILITIES,
GOODS, MATERIALS, SUPPLIES AND SERVICES

26.1 In the procurement of equipment, facilities, goods, materials and supplies required for the portion of the SERVICES that is to be performed in the Sudan, CONTRACTOR shall use its best reasonable endeavors to observe the following principles:

26.1.1 the enhancement of effective local Sudanese participation in equity, management and employment, giving first priority to participation by the Sudanese who are from the area local to where the SERVICES is being performed in Sudan; and

26.1.2 the transfer of technology to local Sudanese firms and companies with the objective of developing local technical and managerial capabilities

giving first priority to participation by the Sudanese who are from the area local to where the SERVICES is being performed in Sudan.

26.2 CONTRACTOR shall use its best reasonable efforts to comply with the following with respect to that portion of the SERVICES that is to be performed in Sudan:

26.2.1 procure equipment, facilities, goods, materials, and supplies required from Sudanese suppliers or manufacturers, giving first priority to suppliers or manufacturers who are local to the area where the SERVICES is being performed in Sudan and suppliers or manufacturers who are employing the most significant number of Sudanese who are from the area local to where the SERVICES is being performed in Sudan; and

26.2.2 procure transportation of equipment and materials from established Sudanese agencies giving first priority to the suppliers of such services and materials who are local to the area where the SERVICES is being performed in Sudan and suppliers or manufacturers who are employing the most significant number of Sudanese who are from the area local to where the SERVICES is being performed in Sudan

provided that in CONTRACTOR's opinion, acting reasonably, such goods, materials, supplies or transport are good quality and available at reasonable cost.

ARTICLE 27
EMPLOYMENT OF PERSONNEL

During the term of this CONTRACT, a Party shall not hire the other Party's employees who have been assigned to do a portion of the SERVICES, unless the hiring Party has obtained prior consent from the other Party, which consent shall not be unreasonably withheld.

ARTICLE 28
CONFIDENTIALITY

- 28.1 CONTRACTOR's use of any information and data which it receives or has access to as a result of this CONTRACT shall be restricted to use for the purpose of providing the SERVICES to BAPCO's operations in the Sudan.
- 28.2 All materials and information that BAPCO provides to CONTRACTOR or that CONTRACTOR has access to during the course of providing the SERVICES shall be deemed to be confidential or proprietary. CONTRACTOR agrees to hold and protect such materials and information in confidence by using the same degree of care (but not less than a reasonable degree of care) to prevent the unauthorized use, dissemination or publication of such materials and information, as CONTRACTOR uses to protect its own confidential information of like nature. Without restricting the generality of the foregoing, both Parties agree that CONTRACTOR may disclose such materials and information to its Affiliates and Personnel who have a need to know such information for the purpose of performing the SERVICES.
- 28.3 CONTRACTOR shall not sell, assign, transfer, mortgage, charge, encumber or otherwise dispose of any information and data that it receives or has access to as a result of this CONTRACT.
- 28.4 CONTRACTOR shall ensure its Affiliates and Personnel comply with the provisions of this ARTICLE and if required by BAPCO, shall cause its Affiliates and Personnel to enter into a direct written obligation to comply with the provisions of this article.
- 28.5 BAPCO shall give CONTRACTOR written notice if BAPCO becomes aware that CONTRACTOR has materially breached the provisions of this article. The Parties shall then endeavour in good faith to resolve the breach within a reasonable period of time. In the event that the Parties are unable to resolve the breach, the Parties shall proceed to arbitration as provided for herein, provided that insofar as the breach is on-going, BAPCO may seek for immediate injunctive relief for the on-going portion of the breach pending final resolution by arbitration.
- 28.6 Upon completion of the SERVICES or upon receipt by CONTRACTOR of BAPCO's notification of suspension or termination of the SERVICES or any part thereof, as the case may be, CONTRACTOR shall return to BAPCO all Drawings and Documentation, materials, information and data provided to CONTRACTOR by BAPCO together with any copies CONTRACTOR has made thereof and all Drawings and Documentation created by CONTRACTOR with respect to this CONTRACT.
- 28.7 The non-disclosure obligations of the CONTRACTOR set forth in this ARTICLE shall not apply to any information which is:
- 28.7.1 already known by the CONTRACTOR prior to disclosure;
 - 28.7.2 publicly available through no fault of the CONTRACTOR;
 - 28.7.3 rightfully received by the CONTRACTOR from a third party who is not under a duty of confidence;
 - 28.7.4 disclosed by BAPCO to a third party without a duty of confidentiality on such third party;
 - 28.7.5 independently developed by the CONTRACTOR prior to or independent of the disclosure; or

- 28.7.6 disclosed under requirement of Applicable Laws or a court, administrative tribunal or agency, stock exchange or commission.
- 28.8 This ARTICLE shall continue in force notwithstanding the completion, or earlier termination of this CONTRACT.

ARTICLE 29 FORCE MAJEURE

- 29.1 For the purpose of this CONTRACT, "Force Majeure" shall include acts of God, fire, unavoidable accidents, acts of war, or conditions arising out of or attributable to war (declared or not declared), civil war, sabotage, strikes and other labor disturbances, embargo or blockade, floods, storms and other natural disturbances, insurrections, riots and other civil disturbances, orders of any court, commission, board or other authority having jurisdiction or any other cause not due to the fault or negligence of the Party invoking Force Majeure and any other cause beyond the reasonable control of the Party invoking Force Majeure but not including:
- 29.1.1 any event caused by the negligence of the Party invoking Force Majeure,
 - 29.1.2 any event caused by the failure of the Party invoking Force Majeure to observe generally accepted good engineering and international business practices,
 - 29.1.3 any event caused by the negligence of CONTRACTOR's Personnel,
 - 29.1.4 any circumstance due to a default or failure of a Subcontractor or vendor unless such default or failure is due to Force Majeure, and
 - 29.1.5 any circumstance due to or related to sanctions imposed upon BAPCO or Sudan by other countries and existing at the Effective Date including, but not limited to, sanctions imposed by the United States of America.
- 29.2 If either Party is prevented or hindered by Force Majeure from performing any of its obligations hereunder, the obligations of both Parties, insofar as the obligations relate to the portion of SERVICES affected by Force Majeure, shall be suspended while (but only so long as) Force Majeure continues to prevent or hinder, the performance of such obligations and only to the extent of the said prevention or hindrance. For additional clarity, the obligation to pay for SERVICES that is suspended due to Force Majeure shall also be suspended so long as the suspension due to Force Majeure continues. The Party prevented or hindered from carrying out any obligation by Force Majeure shall promptly give the other Party notice of the Force Majeure including reasonably full particulars in respect thereof and shall give notice to the other Party when such cause ceases to operate.
- 29.3 If Force Majeure results in the suspension of all or part of the SERVICES, the Parties shall meet, as soon as practicable given the nature of the Force Majeure, and determine the appropriate measures to be taken, including whether any or all of the SERVICES should be suspended or terminated.
- 29.4 Notwithstanding anything else contained in this CONTRACT, in the event that Force Majeure results in suspension of the SERVICES for twenty (20) consecutive days, BAPCO shall have the right to terminate this CONTRACT upon delivering notice to CONTRACTOR and shall pay CONTRACTOR, upon receipt and verification of CONTRACTOR's invoices, all amounts properly due for the SERVICES performed prior to the date of termination. Neither Party shall be liable to the other for Consequential Loss related to such termination.

- 29.5 The Party claiming suspension of its obligations as aforesaid shall, where applicable, promptly remedy the cause and effect of the Force Majeure described in the said notice insofar as it is reasonably able so to do provided that the terms of settlement of any strike, lockout or other industrial disturbance shall be wholly in the discretion of the Party hereby claiming suspension of its obligations hereunder by reasons thereof; and that Party shall not be required to accede to the demands of its opponents in any strike, lockout or industrial disturbances solely to remedy promptly the Force Majeure thereby constituted.
- 29.6 Notwithstanding anything contained in this article, lack of finances shall not be considered a Force Majeure nor shall any Force Majeure suspend any obligation for the payment of money due hereunder.
- 29.7 Any delays or failure in performance by either Party shall not give rise to any claims for damages or Consequential Loss if, and to the extent, such delay or failure is caused by Force Majeure.

ARTICLE 30 CONFLICT OF INTEREST

- 30.1 CONTRACTOR shall exercise reasonable skill, care and diligence to prevent any actions or conditions from arising which could result in a conflict with BAPCO's best interests. This obligation shall apply to the activities of CONTRACTOR's Personnel in their relations with BAPCO's Personnel and their families, and with suppliers and third parties arising from this CONTRACT or related to the performance of the SERVICES.
- 30.2 CONTRACTOR shall establish precautions to prohibit its Personnel from making, receiving, providing or offering inappropriate gifts, entertainment, payments, loans or other considerations for the purpose of influencing individuals.

ARTICLE 31 WAIVERS

- 31.1 The failure of either Party to exercise any option, right or privilege hereunder, or to demand strict compliance as to any obligation or covenant shall not constitute a waiver of any such right, privilege or option or the strict performance thereof unless an express waiver is properly executed and evidenced in writing.
- 31.2 A waiver that is in writing and properly executed shall not be deemed to amend or modify the terms of this CONTRACT, nor deemed to be a release of any past or future default unless expressly stipulated in such waiver.
- 31.3 Waivers by either Party of any breach or non-observance by the other Party or any of the terms and conditions of this CONTRACT shall not constitute or be construed as a waiver of any other terms or conditions.

ARTICLE 32 COMPLIANCE WITH LAW

- 32.1 CONTRACTOR and Subcontractor shall be subject to and comply with all Applicable Laws in connection with the SERVICES. If CONTRACTOR or Subcontractors perform any part of the SERVICES contrary to Applicable Law, then CONTRACTOR shall bear any additional costs of the SERVICES resulting from said violation and correction thereof.
- 32.2 CONTRACTOR shall not enter into negotiations with any governmental authority or agency to seek exemption, composition, variation or revision to Applicable Laws in connection with this CONTRACT without prior Approval.

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- 32.3 CONTRACTOR shall, at CONTRACTOR's own cost, obtain all necessary licenses for CONTRACTOR to do business in the country or countries wherein any part of the SERVICES is performed and shall obtain all permits and authorizations required by Applicable Laws that must be obtained in CONTRACTOR's name.
- 32.4 CONTRACTOR shall be responsible for, and liable to, and shall indemnify, defend, and hold harmless BAPCO Indemnified Persons from and against any and all claims or liability for claims, demands, causes or causes of action of whatever kind or nature based on any and all forms of penalty which may be imposed on a BAPCO Indemnified Persons by reason of any violation or alleged violation of Applicable Laws by CONTRACTOR or its Personnel and also from all claims, suits or proceedings that may be brought by or against a BAPCO Indemnified Person arising under, growing out of, or by reason of the SERVICES with respect to such violation or alleged violation of Applicable Laws whether brought by CONTRACTOR, its Personnel, third parties or by any governmental authority. This indemnity shall include without limitation all costs, penalties, awards, damages and judgment, court and arbitration costs, counsel and witness fees, and all other reasonable expenses incurred by or assessed against the BAPCO Indemnified Persons and associated with such claims, demands, and causes of action.
- 32.5 If CONTRACTOR discovers any discrepancies, inconsistencies or conflicts between this CONTRACT and any Applicable Laws, CONTRACTOR shall immediately notify BAPCO and the Parties shall agree on the amendments that need to be made to the this CONTRACT. Should CONTRACTOR fail to notify BAPCO as required by this article or fail to discover such discrepancies, inconsistencies or conflicts as should reasonably have been discovered by CONTRACTOR, all costs directly resulting from such failure shall be borne by CONTRACTOR.

ARTICLE 33 PUBLICITY

- 33.1 CONTRACTOR shall obtain Approval prior to making any public release or announcement regarding the SERVICES or CONTRACTOR's activities related to its participation in the SERVICES.
- 33.2 Without prior Approval, CONTRACTOR shall not use BAPCO's, Co-Venturers', or its or their Affiliates' names in any advertising, promotional material or publicity release relating in any way directly or indirectly, to the SERVICES or the results thereof. CONTRACTOR shall not publish or cause to be published any statement, or encourage or approve any advertising or practice that is or may reasonably be expected to be detrimental to the name, goodwill, reputation or trademarks of BAPCO, Co-Venturers, or its or their Affiliates.

ARTICLE 34 ARBITRATION

- 34.1 Any dispute between the Parties as to the performance of this CONTRACT or the rights or liabilities of the Parties which cannot be settled amicably shall be finally settled by arbitration under the Sudanese Arbitration Act 2016 as may be in effect from time to time before three (3) arbitrators and as modified by this article.
- 34.2 A Party wishing to refer a matter to arbitration shall so notify the other Party in writing.
- 34.3 The decisions of the majority of the arbitrators shall be final and binding and judgment on the award rendered by the arbitrators may be entered in any court having jurisdiction thereof.
- 34.4 The arbitration shall be conducted in the English language in Khartoum, Sudan.

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- 34.5 The costs of the arbitration shall be borne by the Party whose contention was not upheld by the arbitration tribunal, unless otherwise provided in the arbitration award.

**ARTICLE 35
INDEPENDENT CONTRACTOR**

- 35.1 CONTRACTOR is an independent CONTRACTOR and neither CONTRACTOR nor its Personnel shall be employees, partners or joint venturer or agent of BAPCO. The entire performance, operation, management and control of CONTRACTOR's equipment and Personnel shall be under the exclusive control and command of CONTRACTOR. CONTRACTOR's primary purpose shall be to perform all acts necessary to execute the SERVICES consistent with safety and good international oil industry practice.
- 35.2 The presence of and the inspection and supervision by the BAPCO Representative on the Worksite shall not relieve CONTRACTOR from CONTRACTOR's obligations and responsibilities.
- 35.3 CONTRACTOR shall have no authority to make any statements, representations or commitments of any kind or to take any action which shall be binding upon BAPCO except as provided for herein or authorized by BAPCO.

**ARTICLE 36
GOVERNING LAW AND LANGUAGE**

- 36.1 The validity and interpretation of this CONTRACT and the legal relations of the Parties to it shall be governed by and construed in accordance with the laws of Sudan.
- 36.2 All documents, correspondence and communications between BAPCO and CONTRACTOR in connection with this CONTRACT shall be written in the English language which is hereby designated the governing language of this CONTRACT.

**ARTICLE 37
COPYRIGHTS, PATENTS AND TECHNICAL INFORMATION**

- 37.1 In the event CONTRACTOR intends to file a patent application in which any of the information or data provided to CONTRACTOR by BAPCO, Co-Venturers or its or their Affiliates is disclosed, CONTRACTOR agrees to provide BAPCO with a copy of such application in advance of filing such application. If such application includes information or data which BAPCO, Co-Venturers or its or their Affiliates consider proprietary, CONTRACTOR shall not permit the publication in any country of a patent based on such application without prior Approval, which Approval may not be unreasonably withheld.
- 37.2 Title to all Drawings and Documentation and design concepts prepared by CONTRACTOR or its Personnel pursuant to this CONTRACT or any invention developed by CONTRACTOR or its Personnel from the information or data received from BAPCO, shall vest in BAPCO.
- 37.3 Where materials or procedures specified by CONTRACTOR for use in or performance of the SERVICES infringe or are alleged to infringe any copyright, patent, trademark, industrial design, trade secret or other proprietary right or intellectual property right, CONTRACTOR shall be responsible for, and liable to, and shall indemnify, defend, and hold harmless BAPCO Indemnified Persons from and against any and all claims or liability for claims, demands, causes or causes of action of whatever kind or nature resulting from such infringement or alleged infringement. This indemnity shall include without limitation all costs, penalties, awards, damages and judgment, court and arbitration costs, counsel and witness fees, and all other reasonable expenses incurred

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by or assessed against the indemnified parties and associated with such claims, demands, and causes of action.

- 37.4 CONTRACTOR shall promptly provide notice to BAPCO if CONTRACTOR has or acquires knowledge of any copyright, patent, trademark, industrial design, trade secret or other proprietary right or intellectual property right under which suit for infringement could reasonably be brought because of the use by BAPCO of anything used by CONTRACTOR during the performance of the SERVICES or incorporated by CONTRACTOR in the SERVICES. Following notification to BAPCO, CONTRACTOR shall not use or incorporate into the SERVICES any material related to the suit for infringement or a potential suit for infringement without prior Approval.
- 37.5 If materials or procedures provided by CONTRACTOR are held by a court to constitute infringement and BAPCO's use becomes enjoined, CONTRACTOR shall, at its own expense, either procure BAPCO the right to continue using the materials or procedures or replace the materials or procedures with non-infringing materials or procedures, or modify the materials or procedures so as to remove the infringement. Where, however, an infringement of any copyright occurs as to materials or procedures that have been expressly specified by BAPCO, BAPCO shall indemnify and save CONTRACTOR harmless from and against any loss on account of claims for infringement against CONTRACTOR provided that CONTRACTOR notifies BAPCO immediately upon receiving such notice of infringement.
- 37.5 CONTRACTOR shall ensure that any Subcontracts between CONTRACTOR and Subcontractors or suppliers contain a provision of similar effect to this article.

ARTICLE 38 TITLE

- 38.1 All materials, equipment and Drawings and Documentation covered by this CONTRACT in respect of the SERVICES and each part thereof, and everything intended for incorporation therein including but not limited to all process and engineering designs, drawings and specifications which CONTRACTOR prepares or causes to be prepared related to the SERVICES, shall as soon as they are appropriated to the SERVICES, be the sole and unencumbered property of BAPCO. CONTRACTOR shall ensure that no lien or encumbrance shall arise on any of BAPCO's property.
- 38.2 When title in the materials, equipment and Drawings and Documentation or part thereof passes to BAPCO, CONTRACTOR shall, where practicable, clearly mark or identify same in an Approved manner stating that the said materials, equipment and Drawings and Documentation or part thereof are the property of BAPCO. The BAPCO Representative shall be entitled at all reasonable times to inspect the said materials, equipment and Drawings and Documentation or part thereof at all areas where the SERVICES is being or has been performed to ensure that this ARTICLE has been observed and, if it has not been observed, to clearly mark or identify the materials, equipment and Drawings and Documentation at CONTRACTOR's cost.
- 38.3 CONTRACTOR hereby waives any liens or claims that it has or might have at any time on or against any materials, equipment and Drawings and Documentation that are or is to be incorporated into the SERVICES.
- 38.4 CONTRACTOR acknowledges and agrees that BAPCO has title to all Drawings and Documentation and information arising from the performance of the SERVICES.

**ARTICLE 39
ENTIRE AGREEMENT**

This CONTRACT constitutes the entire agreement between the Parties hereto and supercedes all prior negotiations, representations or agreements related to the subject matter of this CONTRACT, either written or oral, including BAPCO's bid document and CONTRACTOR's proposal(s) except to the extent they are expressly incorporated into this CONTRACT. No changes, alterations or modifications to this CONTRACT shall be effective unless in writing, and executed by the Parties.

**ARTICLE 40
TIME IS OF THE ESSENCE**

CONTRACTOR agrees that time is of the essence for this CONTRACT and that it shall complete the SERVICES and all portions or elements thereof within the time periods stipulated in this CONTRACT or within Approved time periods.

**ARTICLE 41
NON-EXCLUSIVE AGREEMENT**

This CONTRACT is non-exclusive and BAPCO reserves the right to engage other contractors to perform similar or identical services. CONTRACTOR shall afford such other contractors adequate opportunity to carry out their contracts and shall accomplish the SERVICES in cooperation with those contractors and with BAPCO.

**ARTICLE 42
LIQUIDATED DAMAGES**

- 42.1 The parties hereby covenant and agree that if CONTRACTOR fails for any reasons other than Force Majeure to complete the SERVICES or parts thereof as specified in the Scope of SERVICES or any issued Change Orders, and without prejudice to any other rights which PDOC may have hereunder, CONTRACTOR shall pay to BAPCO by way of liquidated damages and not as a penalty the amounts specified in the PARTICULAR TERMS & CONDITIONS as provided for herein.
- 42.2 BAPCO may, without prejudice to any other method of recovery, deduct the amount of such damages from any monies due or which may become due to CONTRACTOR. The payment or deduction of such damages shall not relieve CONTRACTOR from its obligations and liabilities under this Contract.

**ARTICLE 43
SURVIVAL**

Any provision of this CONTRACT pertaining to confidentiality or any promise by one Party to indemnify the other or to limitations of liability shall survive any termination, repudiation, or other cancellation of this CONTRACT.

**ARTICLE 44
ENUREMENT**

This CONTRACT shall ensure to the benefit of and be binding upon the Parties and their respective legal representatives, successors and permitted assigns.

**ARTICLE 45
SEVERABILITY**

46.1 If all or any part of one or more of the provisions of this CONTRACT is or becomes invalid, illegal or unenforceable in any relevant jurisdiction, the remaining parts or provisions of this CONTRACT shall be, as to such jurisdiction, severable and:

46.1.1 the validity, legality or enforceability of such remaining parts or provisions shall not in any way be affected or impaired by the severance of the parts or provisions severed; and

46.1.2 the invalidity, illegality or unenforceability of all or any part of any provision of this CONTRACT in any jurisdiction shall not affect or impair such part or provision or any other provisions of this CONTRACT in any other jurisdiction.

**ARTICLE 46
COUNTERPART EXECUTION**

This CONTRACT may be executed in as many counterparts as are necessary and, when a counterpart has been executed by each Party, all counterparts together shall constitute one contract.

**ARTICLE 47
APPROVALS**

The Parties acknowledge that this CONTRACT is subject to the approval of The Government of Sudan and the Co-Venturers.

PARTICULAR TERMS AND CONDITIONS

The following PARTICULAR TERMS & CONDITIONS shall complement some of the General Terms and Conditions of this CONTRACT to specify data and contractual requirements linked to the special circumstances of the CONTRACT. Whenever there is a conflict, the provisions herein shall prevail over those in the General Terms and Conditions of this CONTRACT.

- **Reference General Terms and Conditions Article 3 - Duration:**
The CONTRACT shall commence from date of signing the contract for a period three years with an option to extend for another two years.
- **Reference General Terms and Conditions Article 5 - Invoicing and Payment:**
 - 1- If the CONTRACTOR is registered in Sudan, he shall submit its final invoice stamped by the Taxation Chamber.
 - 2- If the CONTRACTOR is registered in Sudan and subject to Value Added Tax (VAT) all invoices must declare the VAT amount as a separate item in the invoice. BAPCO shall pay the total amount owed by CONTRACTOR except for the VAT amount which BAPCO, instead of payment, shall issue a VAT exemption certificate, approved by the Ministry of Petroleum and Gas, to be submitted by the CONTRACTOR to the Taxation Chamber for tax purposes.
- **Reference General Terms and Conditions Article 6 - Performance and Warranty Guarantees/Bank Guarantees:**

Performance Guarantee

Required

Warranty Guarantee

Not Required

Reference General Terms and Conditions Article 15 - Notices:

Notices under this CONTRACT shall be sent to:

BAPCO

Pipeline Operation Manager
Bashayer Pipeline Company (BAPCO) FZCO Limited,
Khartoum- Almugran District – Petrodar Tower,
P.O. Box 11778, Republic of Sudan,
/Fax +249-83-790530

PETCO

Pipeline Operation Manager
PETROLINES FOR CURDE OIL LTD
Khartoum- Almugran District GNPOC Tower
Republic of Sudan Fax: 00249-183-760065

CONTRACTOR

Reference General Terms and Conditions Article 42 Damages for Delay:

Damages for Delay shall be at the rate of one-tenth percent (0.1%) of the total value of the estimated CONTRACT Price for every day of delay up to an aggregate maximum of ten percent (10%) of the total CONTRACT Price.

- **MOBILISATION/DEMobilISATION POINT:**
 - Contractor shall mobilize their personnel and equipment to BAPCO/PETCO sites.

EXHIBIT I
SCOPE OF SERVICES

Exhibit I

SCOPE OF WORK

1. Introduction

1.1 General

The offshore marine service contract objective is to provide offshore support services simultaneously to both companies of BAPCO and PETCO marine terminals and maintain permanent staff in sufficient numbers with proper equipments, vessels and facilities so as to enable the ongoing discharge of export crude through the SPMs. The contractor is required to prevent and minimize delays in the handling of Tankers and operates the 2 SPMs in a safe and proper manner and shall maintain in a satisfactory condition all the offshore portion of both Marine Terminals including, but not limited to, the 2 SPMs.

1.2 Quality Assurance/ Quality Control

Contractor shall present hard copy of it's:

- (i) OSS management system manual.
- (ii) HSE system manual.

Both documents should reflect due conformance with the ISO 9000 in order to meet the highest industry standards available.

1.3 Health, Safety & Environment

Contractor HSE manual must comply with both clients' established HSE policy and norms. All contractors' personnel must strictly adhere to health, safety and environment regulations of BAPCO/PETCO while discharging their contractual obligations.

1.4 Duration of contract

The duration of the Contract is three (3) years and BAPCO/PETCO has the right to extend it for a further period of 2 extra years.

1.5 Manpower resources, Equipments and tools

Contractor shall provide all the competent and qualified manpower, Marine Vessels, Equipment and tools etc. at all times for successful execution of the WORKS. Contractor shall provide as minimum but not limited to the following staff to complete the WORKS

1.5.1 Manpower resources,

| | | |
|---|----------------------------|----------|
| 1 | Terminal Marine Supervisor | 2: (1+1) |
| 2 | Diving Supervisor | 2:(1+1) |
| 3 | Diving Personnel | 6:(2+4) |
| 4 | Mooring/Loading Master | 2 |
| 5 | others | - |

1.5.2 Equipments and tools,

| | | |
|---|---------------------------------|-----|
| 1 | MPV & its Crew | 1 |
| 2 | Utility Boat & its Crew | 1+1 |
| 3 | Diving Equipments - Spread | 1 |
| 4 | Remotely Operated Vehicle (ROV) | 1 |

2 Scope of Work:

The scope of work is to provide suitable vessels, manpower and equipments to carry out towing services, including static towing of Tanker vessels (of dead weight ranging from 40,000 to 300,000 tones) at, approaching, or in the vicinity of the 2 SPMs and provide vetting services for the tankers calling at the Terminals.

The service is required to provide continuous offshore supports to all activities required for SPM terminals operation.

The scope of work shall be cover, but not limited to, the following:

RESOURCES, PERSONNEL, VESSELS, EQUIPMENT AND SPM INSPECTION AND MAINTENANCE SERVICES TO BE PROVIDED BY THE CONTRACTOR

2.1 The Contractor shall provide the resources, personnel, vessels, equipment and SPM inspection and maintenance services as more fully described in this clause 2. The daily rates set out in Exhibit II shall apply to a 12-hour workday and no overtime shall be payable by BAPCO/PETCO to Contractor regardless of additional hours worked on a particular day or whether a particular day is a weekend day or a public holiday.

2.2 The MPV and Mooring Launch.

From the Effective Date and thereafter for the duration of this Contract, the Contractor shall, at no extra cost to BAPCO/ PETCO:

2.2.1 Provide one (1) suitable Multi-Purpose Vessel of not more than 15 years age and 2 Mooring Launches. The minimum vessel specification shall be as per the attached document. (To be complied with BAPCO/PETCO Jetties and SPMs specifications). The vessels shall be capable to meet all detailed offshore activities as required by the BAPCO/PETCO including the deployment of oil spill contaminant equipments and materials, connections of U-Bend or U Bend carried on selected Pontoon, circulation and flushing, to provide emergency support to protect the companies' offshore facilities and to coordinate with and assist other marine entities ,in emergency cases.

Vessel lifting crane capacity and location to allow lifting of U-bend spool and part of floating hoses (Optional) and a tank/pump to host/pump out drain content of the U-bend plus part of floating hoses content to the shore tanks, Slop tanks of capacity to allow for flushing of the floating hoses in case of replacement of the floating hoses.

- 2.2.2 Provide Vessels seaworthy and fit for the Services and thereafter maintain the Vessels in class with their respective international association of classification society IACS. The Vessels shall be fitted with all necessary navigational aids as per IMO standards. Vessels must comply in particular with the latest requirements of IMO, SOLAS and SOPEP publications during the contract period.
- 2.2.3 Ensure that all documents which may be required by the Vessels' country of registration are in full force and effect together with such documents as are necessary to maintain the Vessels in class with their respective classification society;
- 2.2.4 Provide and pay for all usual running expenses of the Vessels including but not limited to all salaries, wages, overtime, training, leave rotation, bonuses, protective clothing, laundry, victuals, repairs, maintenance, provisions, stores, towing gear, spares and survey fees and insurance premiums. All charges or fees relating to the Vessels, pilotage fees, wharfage, local taxes, licenses, and vessel agency costs.
- 2.2.5 Procure and maintain, with BAPCO/ PETCO assistance, if necessary, all permits and licenses as may be required by laws or regulations applicable to the Vessels arising from the nature and/or location of the use of the Vessels;
- 2.2.6 Make the Vessels available for inspection by BAPCO/ PETCO at all reasonable times.
- 2.2.7 Subject to the terms and conditions contained in this Contract, Contractor shall be entitled to withdraw each Vessel for Repair Time.
- 2.2.8 Repair Time and other times that Contractor wants to withdraw the Vessels from the Services shall always be planned in close consultation with BAPCO/ PETCO and arranged so as not to prejudice the Services. Furthermore, except in the case of repairs due to breakdowns beyond the control of Contractor, Contractor shall give BAPCO/ PETCO a minimum of twenty-one (21) days notice prior to removing a Vessel for dry-docking.
- 2.2.9 Notwithstanding anything else in this Contract, if Contractor withdraws or is forced to withdraw a Vessel from the performance of the Services: for any reason, then Contractor shall charter a suitable substitute vessel (with the same or better specification).
BAPCO/PETCO prior approval/acceptance must be obtained in writing prior to mobilization of said vessel.
- 2.2.10 Charges for a particular Vessel shall cease during any period of time that contractor fail to provide a suitable substitute vessel.
Such charges shall not resume again until either the relevant Vessel is returned to the work site ready and available to perform the Services or a

suitable substitute vessel has been provided to the work site ready and available to perform the Services.

- 2.2.11 The nominated by contractor vessel shall be deemed not to be a suitable substitute vessel unless:
- 2.2.11.1 The vessel complies with the technical requirements of the originally accepted vessel (vessel specs annex attached to this contract and is fit for the purpose of performing the Services comparable in features and quality to the original Vessel required by this Contract and supplied by Contractor, and
- 2.2.11.2 BAPCO/ PETCO accepts and approves such vessel prior to arrival to terminals, provided that BAPCO/PETCO approval shall not be unreasonably withheld.
- 2.2.12 All amounts of whatsoever nature payable to the owner or the disponent owner of any suitable substitute vessel to fulfill the Services, including the mobilization and demobilization costs for the suitable substitute vessel, shall be for the sole account of the Contractor and, if paid by BAPCO/PETCO, shall be refundable by the Contractor on demand, except that the daily rate cost of the suitable substitute vessel shall be for BAPCO/PETCO account insofar as those costs relate to days the suitable substitute vessel was at the Marine Terminals and available to do Services during Repair Time.
- 2.2.13 In the event Contractor is unable to perform the Services because the Vessels or any one of them is out of service and Contractor has not provided a suitable substitute vessel to replace the out of service Vessel as required by clause 2.2.8 then BAPCO/PETCO shall, at its sole discretion, have the right but not the obligation to charter a substitute vessel and, if such substitute vessel is paid for by BAPCO/PETCO, all amounts of whatsoever nature payable to the owner or the disponent owner of any substitute vessel shall be refundable to BAPCO/PETCO by the Contractor on demand.
- If Contractor could not timely provide such a vessel, and if a less in specification, condition and class vessel acceptance became inevitable, then client has the right to drop the daily rate up to 30% subjected for mutual negotiation for the time during which the originally accepted vessel is absent (say for repair days, dry docking or the like).
- 2.2.14 Subject to clause 2.2.2 the employment and use of a replacement or substitute Mooring Launch or MPV shall not in any way increase the remuneration payable to the Contractor pursuant to this Contract.
- 2.2.15 The Contractor shall not charter the Vessels nor use them for any purpose other than that envisaged in this Contract but may at any time or times go to the assistance of other vessels and/or deviate for the purpose of rescuing or saving life and, with the prior consent of BAPCO/ PETCO which shall not be unreasonably withheld, property. During the course of such salvage, BAPCO/ PETCO shall suspend the payment to the Contractor of the daily rate set out in Exhibit IV hereto. All salvage moneys earned by the Vessels shall be.
- 2.2.16 The contractor shall provide suitable transportation of Personnel at the work sites of BAPCO/ PETCO, while BAPCO/ PETCO shall provide diesel. To be added

To



divided equally between BAPCO/PETCO and the Contractor after the deduction of all reasonable costs, charges, losses and expenses incurred by the Contractor in rendering such salvage services including but not limited to the Vessels daily hire rate, master's and crew's share, all relevant legal expenses, commissions, fuel, lubricating oil, potable water and other stores consumed or used, costs of providing a substitute vessel if such substitution is required by BAPCO/PETCO or required pursuant to this Contract, and damage to the Vessels not recoverable from insurers.

Both of BAPCO/PETCO has the right to see the salvage compensation document and know their share in it.

2.2.17 The Contractor shall, for and on behalf of BAPCO/PETCO, as subcontractor, carry out towing services, including static towing of Tankers at, approaching, or in the vicinity of the SPM provided such towing services are within the capabilities of the MPV as determined by the Contractor.

2.2.18 On the Effective Date and at Contractor's expense, Contractor shall deliver the Vessels to BAPCO/ PETCO fully equipped with fuel, lubricating oil and potable water on board the Vessels. At the end of this Contract or any extension thereof whichever shall occur later, BAPCO/PETCO shall provide or pay to top up the levels so that the Vessels leave the Marine Terminals fully equipped with fuel, lubricating oil and potable water on board the Vessels. If BAPCO/ PETCO elects to pay for rather than provide the fuel, lubricating oil or potable water, the price of the fuel, lubricating oil or potable water shall be at the Contractor's, or if paid by BAPCO/PETCO, BAPCO/PETCO, last invoice price.

2.2.19 In case of an emergency and if any terminal stood in-need for extra tug boat for a limited time at MT1/2 the contractor shall be committed to provide said vessel provided that client will notify contractor one week in advance.

Daily rate for this vessel will be as per exhibit IV Call-out Rates table, if the tug is accepted by BAPCO/PETCO.

2.3 Diving / Tanker Team

2.3.1 The Contractor shall provide a diving/tanker team consisting of six (6) Divers +2 diving supervisor for both terminals ,together with the necessary diving equipment and tools as evidenced in hereto capable of routine planned diving interventions at, around or near the Marine Terminals SPMs'. In compliance with IMCA/ADC guidelines and manning levels, the diving/tanker team shall comprise personnel who are:

2.3.1.1 Experienced in the handling of hoses in all operations relating to the connecting and disconnecting thereof;

- 2.3.1.2 Experienced, qualified and competent to attend to the routine inspection and maintenance of the SPM as required in accordance with the Services; and
- 2.3.1.3 Experienced, qualified and competent to attend to and maintain the offshore marine terminals facilities. Divers shall be available at all times for maintaining the offshore marine terminals facilities.
- 2.3.1.4 At least one of the diving team to be qualified to operate and maintain the ROV as and when required.
- 2.3.1.5 Fluent in English language.
- 2.3.2 The Diving Supervisor shall be responsible for the safety of the diving/tanker team and shall have due certification and experience of air and mixed gas diving operations supervision as min.
- 2.3.3 Contractor shall provide Air diving and Mix diving equipments on site including not limited to an ROV capable of carrying out full inspection for the subsea structure, cathodic protection inspection with min a single function manipulator that can execute minor jobs. Diving equipments to support diving activities up to 75 meters water depth. The Divers, their diving equipment and the decompression chamber shall comply with the regulations and standards in force in Sudan. In the event that such standards are lower than those of latest IMCA/ADC, then the higher standard shall apply.
- 2.3.4 Contractor shall provide additional deep-water mixed gas divers to perform biannual maintenance interventions according to the OEM on the SPMs at no additional charge to BAPCO/ PETCO. And to provide saturation diving equipments and sat –divers on request under intervention rate Annex.

2.4 Inspection & Maintenance of the SPM

- 2.4.1 For the purposes of this Contract, the term "inspection" shall mean the inspection of the component parts of the SPM system in accordance with the recommendations of the suppliers thereof as provided to the Contractor by BAPCO/ PETCO in writing or, where no such recommendations are laid down, the carrying out of a diligent visual external inspection and checkups without the need to dismantle or open up any part of the machinery or equipment comprising the offshore portion of the Marine Terminals, provided always that notwithstanding any suppliers' requirements or anything herein contained, in relation to the PLEM(s) , their adjacent ,sub-sea valves, the flexible joint, floating and sub sea hoses. Such inspection shall be limited to the routine inspection thereof prior to the commencement of any Tanker mooring to the facility, flushing or circulation of the offshore system and that in relation to the rigid pipelines, such inspection shall be limited to an annual inspection of the visible portions thereof by Divers swimming the route of said pipelines.



2.4.2 For the purpose of this Contract, the term "maintenance" shall mean the carrying out of routine preventative maintenance of the component parts of the offshore Marine Terminals including BAPCO/ PETCO owned oil spill response equipment in accordance with the recommendations of the respective suppliers thereof or, where no such recommendations are laid down, the carrying out of such reasonable routine preventative maintenance according to vendors' manuals, the usual practice of seamen and SPM engineers for installations of similar nature. For clarity, the maintenance services provided by the Contractor typically include but not limited to:

- 2.4.2.1 General housekeeping as carried out during the inspections;
- 2.4.2.2 The exchange of new for old on a planned maintenance system, of such items as mooring hawsers and floating hoses;
- 2.4.2.3 The painting of the above water and internal portions of the SPM, surface preparation and paint type as specified by the Buoy manufacturer or competent anti-corrosion specialist;
- 2.4.2.4 The lubrication of rotating and moving equipment;
- 2.4.2.5 The change out of deck valves, HPU components, SRVs, the manifold PLEM valves all these may require additional resources;
- 2.4.2.6 Inspection, maintenance and replacing of old items with new ones, including but not limited to leak repair, instruments devices...etc.
- 2.4.2.7 Lifting gear tests when due.
- 2.4.2.8 Follow up and give recommendations to client on critical SPM system spare parts availability and/or requirements before ample time and in writing.

2.5 Personnel, Tools and Equipment for the Connection of Hoses and the Inspection and Maintenance of the SPM.

- 2.5.1 The Contractor shall, at its own expense unless otherwise herein provided, provide:
 - 2.5.1.1 The diving/tanker team as specified in clause 2.3 for the safe handling of the discharge hoses;
 - 2.5.1.2 Two (2) 'tanker baskets' containing the tools and equipment for connecting and hanging off the 'tanker rail hoses'; and
 - 2.5.1.3 Tools and equipment for the inspection and maintenance of the SPM as specified in Exhibit II but excluding any such items as specifically provided by BAPCO/ PETCO pursuant to clause 3.
- 2.5.2 The Contractor shall, at its own expense, maintain its tools and equipment in good working order at all times.

2.6 Shore Facilities and Administration

- 2.6.1 BAPCO/ PETCO shall at its own cost arrange and provide for suitable office, work and storage space at, in or near Port Sudan from which to support the Services. This facility is hereinafter referred to as the "Base."
- 2.6.2 BAPCO/ PETCO shall at its own cost and expense is responsible for the operation of the office and workshop and the reasonable administrative requirements of the Services including but not limited to the cost of water, electricity, radio, telephone, internet , telefax licenses, stationery, postage and other communication equipment. The Contractor shall be responsible for keeping of accounts, reports and records relative to the operation of the Services which shall include but not be limited to the reporting on the inspection and maintenance of the SPM and otherwise as required by BAPCO/ PETCO.

2.7 Pollution Prevention and Abatement

- 2.7.1 The Contractor shall assume a leading role, monitor and take all actions to prevent, control, remove and clean up any oil that is discharged, seeped, spilled, blown out of or leaked into the sea at or near the SPM using BAPCO/ PETCO owned oil spill response equipment available at Marine Terminals as instructed by BAPCO/ PETCO in accordance with the BAPCO/ PETCO Oil Spill Contingency Plan

2.7.1.1 Contractor to execute the following duties during oil spill incidents

i. Surveillance to identify the following:

- Location of the spill.
- Quantity of Spilled oil.
- Sensitivity of the area according to the sensitivity map.
- Reporting the above mentioned findings to the incident controller (Terminal Manager).

ii. Combating Operations:

- Plan (determine the oceanography, the needed equipment) and execute the combating operations (containment, recovery, and sending the recovered oily water to the shore).
- Determine if more OSR equipment need to be hired from SPC and get prior approval from the incident controller (terminal manager).
- Take necessary measures to protect sensitive areas.

2.7.1.2 Tiers Definitions:

- Tier 1 incidents are likely to be relatively small and affect just the local area. Such spills would be dealt with and controlled using both MT resources (equipment and people).
- Tier 2 incidents are more severe in their scale and by their nature involve a greater range of impacts and stakeholders. In such an incident, where PETCO/BAPCO Tier 1 resources would be overwhelmed, depending on the exact situation Tier 2 assistance may come from BAPCO, SPC or CDF.

- Tier 3 incidents are much larger in scale and severity, with potentially major impacts over a wide area and a larger number of stakeholders affected and involved. In the unlikely event of such a catastrophic incident of national or even international significance, Tier 1 and Tier 2 resources would need to be supplemented with international Tier 3 resources.
- 2.7.2 Contractor shall conduct preventive maintenance on BAPCO/ PETCO owned oil spill response equipment as appropriate or when instructed by BAPCO/ PETCO.
- 2.7.3 The Contractor shall make available its personnel on site; to attend to oil spill incidents as well as for oil spill exercise and training purposes. The Contractor shall conduct oil spill response exercises on a regular basis as instructed by BAPCO/ PETCO. In the event Contractor is instructed to supply additional personnel for emergency situations, then such additional personnel shall be charged to BAPCO/ PETCO at a reasonable rate to be agreed by the Parties using the rates specified in Exhibit II as a guideline.
- 2.7.4 The Contractor shall have and maintain operability of the (approved by authorities) dispersant sprinkler system onboard the MPV.

2.8 Procurement:

The Contractor shall, as required by BAPCO/ PETCO in writing, purchase equipment, consumable items and any other articles that BAPCO/ PETCO is obliged to provide under the terms hereof. BAPCO/ PETCO shall reimburse the Contractor the cost plus 10 %. BAPCO/ PETCO shall provide area for storage and maintenance of the aforesaid items and the Contractor shall utilize the area for the storage and maintenance of the aforesaid items and other such material that may be made available by BAPCO/ PETCO to the Contractor for the execution of the Services.

In the procurement of equipment, facilities, goods, materials and supplies required for the Services that is to be performed in Sudan, Contractor shall use its best reasonable endeavors to enhance effective local Sudanese participation in equity, management and employment, giving first priority to participation by the Sudanese; and in selecting the labor inputs for the Services, Contractor shall recruit and employ Sudanese nationals to the extent that in Contractor's opinion, acting reasonably, Sudanese nationals are competent and sufficiently qualified in training and experience for a needed position, available at reasonable cost and possess sufficient language skills for the proper and safe execution of the work.

2.9 Mooring Master

The Contractor shall provide the services of two specialist Mooring Masters. The mooring master shall be suitably qualified and experienced to pilot, moor and advice on the loading of Tankers. The Mooring Masters shall be fluent in the English language.

2.10 Spares

2.10.1 During the term of this Contract, the Contractor shall, at BAPCO/ PETCO expense, acquire and make available, on an ongoing basis, at the Base a full range of spares and consumable items (such as hoses, hawsers, chains, messenger ropes, floatation material, gaskets, seals, bolts...etc.) for the SPM as recommended by the Contractor and agreed by BAPCO/ PETCO. These items will concern spare and consumables obliged to work under obligation of this contract.

2.10.2 An inventory of the equipment described in clause 2.10.1 shall be maintained by the Contractor and audited by BAPCO/ PETCO as and when required.

2.11 Removal of Equipment Imported by Contractor

Upon completion of the Services or that portion of the Services involving the use of equipment imported by Contractor or upon termination of this Contract, whichever occurs first, Contractor shall take immediate steps to remove such equipment from sites (MT1 & MT2) other than equipment that has been used and consumed in the performance of Services. Unless Contractor has obtained BAPCO/ PETCO prior written approval to do otherwise, Contractor shall comply with all directions and procedures required by BAPCO/ PETCO to cause such equipment to be removed as expeditiously as possible. The cost of removing such equipment from sites (MT1 & MT2) to such equipment's original location is deemed to be included in the demobilization amounts set out in Attachment 2 attached hereto.

3 BAPCO/PETCO OBLIGATIONS

- 3.1 BAPCO/ PETCO shall obtain all permits, licenses and approvals from governmental authorities which must be obtained in BAPCO/ PETCO name and which are necessary for the performance of the Services.
- 3.2 BAPCO/ PETCO shall appoint a competent and experienced representative to be responsible for administering this Contract on BAPCO/ PETCO behalf and for issuing any instructions hereunder. BAPCO/ PETCO shall also appoint an alternate BAPCO/ PETCO Representative who shall function as the BAPCO/ PETCO Representative when BAPCO/ PETCO Representative is absent or unavailable. The BAPCO/ PETCO Representative may from time to time designate or appoint a nominee to carry out certain functions and such nominee shall have all the power of the BAPCO/ PETCO Representative with respect to those certain functions.



- 3.3 The BAPCO/ PETCO Representative shall be responsible for and is duly authorized to receive and act on all matters pursuant to this Contract including, but not limited to, receipt on behalf of BAPCO/ PETCO of all notifications, information and decisions of Contractor pursuant to the provisions of this Contract. Contractor shall be entitled to rely on all decisions and positions of the BAPCO/ PETCO Representative as those of BAPCO/ PETCO.
- 3.4 Excluding those items to be provided by the Contractor pursuant to this Contract, BAPCO/ PETCO shall supply, at BAPCO/ PETCO expense, the following:
- 3.4.1 All equipment used onboard the Tankers necessary for the safe mooring of the Tankers. This will include all mooring tackle, chains, stoppers, hawsers and pick- up ropes.
- 3.4.2 Equipment used onboard the Tankers necessary for the safe discharge, consisting of spool pieces, reducers, gaskets, blank flanges and bolts.
- 3.4.5 All equipment and consumable items required for the effective operation and maintenance of the SPM. This will include all hoses, (floating and subsea), floatation material, hose covers for shore storage, a hose lifting beam, blank flanges, gaskets, mooring lines, chain swivels, cordage, paint and grease. Dispersant for oil pollution abatement, if required/directed by BAPCO/ PETCO.
- 3.4.6 The Vessels consumable of fuel, lubricating oil, potable water. However, in the case of lubricating oil, Contractor shall supply the lubricating oil and expense BAPCO/ PETCO pursuant to the terms of this Contract.
- 3.4.7 If any items to be provided by BAPCO/ PETCO are supplied or otherwise paid for by the Contractor, BAPCO/ PETCO shall reimburse the Contractor at cost plus premium.
- 3.5 BAPCO/ PETCO shall:
- 3.5.1 Provide freely accessible and safe berths for the Vessels where they may moor and remain afloat but BAPCO/ PETCO does not thereby warrant the safety of any such port or place;
- 3.5.2 Provide the services of forklifts, carnage, a hose lifting beam and suitable road transport to move flexible hoses or other SPM equipment to, from, or in the hose storage yard and/or quay side and/or onto/off the Vessels when such service is outside that of the Contractor's own capability;
- 3.5.3 Reimburse Contractor for the cost of any replacement parts, spares, or consumable items required for the BAPCO/ PETCO oil pollution equipment on a cost +10% bases whether required for routine maintenance and upkeep or which may get damaged or destroyed during oil pollution abatement exercises or events through no negligence of the Contractor. BAPCO/ PETCO shall secure insurance cover for the BAPCO/ PETCO oil pollution equipment.



- 3.6 BAPCO/ PETCO shall, at BAPCO/ PETCO expense, provide such onshore accommodation and meals as may be available and required from time to time for the following Contractor Personnel engaged in the Services (for each terminal): one Mooring Master, one marine terminals supervisor, and one Diving Supervisor (Total of 3 persons). Such Contractor Personnel shall adhere to any meal rosters furnished by BAPCO/ PETCO. All other accommodation and meals for Contractor's Personnel shall be the responsibility of the Contractor and shall be looked after at Contractor's expense.

4.0 THE CONTRACTOR'S BASE OF OPERATIONS

- 4.1 The Contractor shall ensure that a competent person (i.e. capable of performing the duties and having experience in the inspection and maintenance of SPMs, offshore tanker and terminals) is present at the work place or is otherwise readily available to manage, supervise and administer the Base and the Services to be performed under this Contract and to maintain the necessary communications with BAPCO /PETCO.
- 4.2 The Contractor shall maintain the work place in a clean and orderly condition. The work place, including the office and BAPCO/ PETCO supplied material in storage shall be available for inspection by BAPCO/ PETCO at all reasonable times.

5.0 SUBCONTRACTORS OF THE CONTRACTOR

- 5.1 Contractor shall not subcontract the whole or any part of the Services without prior approval in writing from BAPCO/ PETCO. Subcontract documents and selection of Subcontractor(s) related to the whole or any part of the Services shall also require written approval from BAPCO/ PETCO prior to the award of each Subcontract. BAPCO/ PETCO approval under this clause 5.1 shall not be unreasonably withheld.
- 5.2 The Contractor shall ensure that all of BAPCO/ PETCO applicable rights under this Contract are incorporated in all Subcontracts and shall include in every Subcontract a provision prohibiting any further subcontracting of the whole or any part of the Services by the Subcontractor without the prior written approval of BAPCO/ PETCO.
- 5.3 Regardless of any Subcontract, the Contractor shall be fully responsible to BAPCO/ PETCO for the performance of the Services and for the acts or omissions of its Subcontractors and their personnel. BAPCO/ PETCO approval to subcontract the whole or any part of the Services, and approval of a Subcontractor, shall not relieve the Contractor of any of its obligations under this Contract or create any contractual relationship between any Subcontractor and BAPCO/ PETCO.

6.0 LOCAL MARITIME AUTHORITIES

- 6.1 In carrying out the Services set out in this Contract, the Contractor undertakes to communicate and cooperate with the local maritime authority ("the LMA") in regard to the services to be undertaken by the LMA at or near or in connection with the SPM or which may impact or overlap with the Services.
- 6.2 The Contractor shall notify BAPCO/ PETCO of any conflict, which may arise between the performance of the Services and any services to be undertaken by the LMA as detailed in clause 6.1 immediately upon such conflict coming to Contractor's attention.
- 6.3 BAPCO/ PETCO shall notify the Contractor and LMA as soon as it reasonably can of the expected arrival and departure times of Tankers and will update and confirm such expected arrival and departure times as and when this information becomes available to it.

- **Bidder Minimum Requirements:**

- a) **The bidder's minimum requirements are the following:**

- 1- The bidder must be with a minimum experience of ten (10) years in the similar work with at least two clients.
- 2- Bidders' key personnel manpower fully complies to execute the scope of work.
- 3- Capable to fully supply the equipment as specified in the scope of work.
- 4- Capable to fully supply the equipment as per IMCA, IMO, SOLAS and SOPEP publications where applicable to fulfil the scope of work requirements.
- 5- Ability to supply on going bases full range of spare and consumable items (such as SPM spare parts, gases, hoses, hawsers, chains, ropes), when requested.

- b) **Bidder shall fill and submit the following in the Technical Proposal:**

- 1- Bidder shall fill and attach **BIDDER EXPERIENCE FORM, ATTACHMENT E.**
- 2- Bidder shall submit the CVs of Bidders' key personnel.
- 3- Bidder shall submit HSE and QA/QC plan, and all related certification.
- 4- Bidder shall submit
 - I. Submit audited financial statements for the last three (3) years.
 - II. Fill and submit **ATTACHMENT F.**

EXHIBIT II

CONTRACTOR'S EQUIPMENT

Exhibit II

CONTRACTOR SCHEDULE OF EQUIPMENTS

1- Multi Purpose Vessel min Specifications

GENERAL

BASIC FUNCTIONS Towing, Mooring, Oil pollution control and fire fighting operations
CLASSIFICATION Lloyd's Register + 100 A1 Tug
Unrestricted service LMC or Equivalent

DIMENSIONS

LENGTH O.A. 45.00 m
BEAM O.A. 12.00 m
DEPTH AT SIDES <5.00 m
DRAUGHT AFT < 4.50 m

PERFORMANCES

BOLLARD PULL 55.0 ton
SPEED 13.0 knots

PROPULSION SYSTEM

MAIN ENGINES 2x Engine
TOTAL POWER (4000 BHP) at 750 rpm

DECK LAY-OUT

DECK CRANE Capable for hose maintenance and handling floating hoses for circulation.
MEZZANINE DECK 40.00 m2 to accommodate the diving system
FREE DECK SPACE 200.00 m2
FIFI system, level 1 2,400 m2/hr as minimum.

2- Pilot Service Launch, line boat min Specifications

DIMENSIONS

LENGTH O.A. 14.00 m
BEAM O.A. 4.50 m
DEPTH AT SIDES 2.00 m
DRAUGHT AFT 1.50 m

Boat shall be of enough deck space to facilitate surface diving, tanker basket and moorings.

PROPULSION SYSTEM

MAIN ENGINES 2x Engine
TOTAL POWER (750 bhp) at 1800 rpm

3- General Notes:

1. All vessels shall be easily berth to jetties and use 50 HZ power supply.
2. The MPV shall accommodate its crew and diving team.
3. The vessels shall fully execute the scope of work in high standard
4. The vessels ages shall be less than 15 years.

Diving Equipment

| | Description | Qty |
|----------|--|-----|
| 1 | CONTAINERISED AIR AND MIXED GAS DIVING SYSTEM | |
| 1.1 | Systems, Dive management panels, comm., lights, etc with aircon | 1 |
| 1.2 | Diving air compressor package 4501pm diesel and 2251pm elec. | 1 |
| 1.3 | Helmet KM 37 | 2 |
| 1.4 | Band Mask KM B28 | 2 |
| 1.5 | Diving Umbilical 150m – Gas, Pneumo, Comms | 4 |
| 1.6 | March marine connectors | 4 |
| 1.7 | Diving cylinders bailout 10/12 litre 200 bar WP | 3 |
| 1.8 | Diving cylinders bailout 7 litre 200 bar WP | 3 |
| 1.9 | Diving Regulators with pressure gauges for bailouts and helmets | 4 |
| 1.10 | Divers harnesses | 3 |
| 1.11 | Work air compressor 250 cfm – 2 nd hand unit | 1 |
| 1.12 | Personal Dive gear complete | 4 |
| 1.13 | Spares for helmets – overseas spares kits DSI | 4 |
| 1.14 | HP Air and oxygen regulators – high volume | 6 |
| 1.15 | Whips and fittings | 1 |
| 1.16 | LP compressor Quincy 50 cfm- elec. Or diesel c/w approved | 1 |
| 2 | SPECIAL EQUIPMENT | |
| 2.1 | (Cathodic Protection meter) Complete System | 1 |
| 2.2 | Cygnus (Ultra Sonic thickness meter) complete System | 1 |
| 2.3 | Still Camera and flash strobe | 2 |
| 2.4 | Underwater Video System complete with surface monitor and recording | 1 |
| 2.5 | Inclinometer – stainless steel | 1 |
| 2.6 | VHF Radios | 4 |
| 2.7 | Life Jackets and safety strobes | 6 |
| 2.8 | UPS for Video gear | 1 |
| 2.9 | Marine Hose test kits for 16, 20 & 24 inches, i.e pumps, flanges, etc... | 1 |
| 2.10 | Blanks for hose pressure testing and in 2.9 above | 1 |
| 2.11 | Underwater lifting bags 1 & 1.5 Tonne. | 1 |
| 2.12 | Divers Basket | 1 |
| 2.13 | Suitable LRS | 1 |
| 2.14 | Air and gas purity testing system. | 1 |
| 2.15 | ROV class inspection fully equipped with required tools. | 1 |
| 3 | DIVING EQUIPMENT CONTINUED | |
| 3.1 | Underwater torches | 8 |
| 3.2 | Intrinsically safe portable safety light | 2 |
| 3.3 | Underwater safety strobes with light | 5 |
| 3.4 | Underwater cutting equipment complete | 1 |
| 3.5 | Underwater welding equipment complete | 1 |
| 3.6 | Oxygen cutting and regulators | 2 |
| 3.7 | Underwater cutting and welding rods | 1 |
| 3.8 | Spare Broco cutting torches | 1 |
| 3.9 | Underwater cutting and welding spares | 1 |
| 3.10 | Diving consumables – complete set | 1 |
| 3.11 | Scuba replacement set complete | 1 |

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4- STANDARD TOOLS

| No | Description | Qty |
|------|---|-----|
| 4.1 | Complete set of socket spanners / imperial & metric | 1 |
| 4.2 | Ratchet with 25mm drive for socket spanner set. | 2 |
| 3.3 | Complete set of angled ring spanners (6 mm to 32 mm) | 2 |
| 3.4 | Complete set of flat spanners (6mm to 32 mm) | 2 |
| 3.5 | Adjustable spanners | 6 |
| 3.6 | Set of assorted flat screwdrivers | 2 |
| 3.7 | Set of assorted star screwdrivers | 2 |
| 3.8 | Complete set of imperial Allan keys from 2 to 12mm | 2 |
| 3.9 | Strap wrench | 2 |
| 3.10 | Hammers 0.5 kg | 4 |
| 3.11 | Hammers 1.0 kg | 4 |
| 3.12 | Hammers 2.0 kg | 4 |
| 3.13 | Hammers 3.0 kg | 4 |
| 3.14 | Snips, straight cut Race | 2 |
| 3.15 | Snips, aviation | 2 |
| 3.16 | Cold chisels 12mm | 4 |
| 3.17 | Cold chisels 2 mm | 4 |
| 3.18 | Scissors | 2 |
| 3.19 | Pin Punches | 2 |
| 3.20 | Drifts 200mm | 2 |
| 3.21 | Hacksaws, solid frame, 12" | 4 |
| 3.22 | Hacksaws, solid frame, 12" | 1 |
| 3.23 | Pliers, long-nosed 200 mm | 2 |
| 3.24 | Pliers, Plain, 200 mm | 2 |
| 3.25 | Measuring tapes, 3m, steel | 4 |
| 3.26 | Callipers, exterior, 300 mm | 2 |
| 3.27 | Callipers, interior, 300 mm | 2 |
| 3.28 | Vernier calipers | 1 |
| 3.29 | Bolt cutters, 800 mm | 1 |
| 3.30 | Sledgehammers, 5kg | 2 |
| 3.31 | Painting chipping hammers | 2 |
| 3.32 | Wire brushes | 6 |
| 3.33 | Side cutters, 200 mm, for 3mm wire | 2 |
| 5 | SPM TOOLS AND EQUIPMENT | |
| 5.1 | Hammers, bronze, 3kg (intrinsically safe, anti spark) | 2 |
| 5.2 | Hammers, bronze, 2kg (intrinsically safe, anti spark) | 2 |
| 5.3 | Chisels (intrinsically safe, anti spark) | 4 |
| 5.4 | Drifts, bronze, assorted sets | 1 |
| 5.5 | Grease pump for 20-litre drum/w with spring-loaded T bar, and spares | 2 |
| 5.6 | Grease pump hoses, 2.5 m standard grease nipple nozzle, spares kit | 2 |
| 5.7 | Marlin spike, suitable for 18 to 46mm steel wire Rope | 4 |
| 5.8 | Fid, Suitable for 30mm to 100 mm rope | 2 |
| 5.9 | Multimeter | 2 |
| 5.10 | Micrometers (size 2 3/8", 2 1/2", 3 1/2" & 4") for measuring chain wear | 4 |
| 5.11 | Fiberglas tape measures, 20m | 2 |
| 5.12 | Ring spanners, 100mm (Intrinsically safe, anti spark) | 1 |
| 5.13 | Ring spanners, 140mm (Intrinsically safe, anti spark) | 1 |
| 5.14 | flogging spanners, 30mm (intrinsically safe, anti spark) | 2 |
| 5.15 | flogging spanners, 38mm (intrinsically safe, anti spark) | 2 |
| 5.16 | flogging spanners, 40mm (intrinsically safe, anti spark) | 2 |
| 5.17 | flogging spanners, 41mm (intrinsically safe, anti spark) | 2 |

| | Description | Qty |
|------|---|-----|
| 5.18 | flogging spanners,42mm (intrinsically safe, anti spark) | 2 |
| 5.19 | flogging spanners,46mm (intrinsically safe, anti spark) | 2 |
| 5.20 | flogging spanners,60mm (intrinsically safe, anti spark) | 2 |
| 5.21 | flogging spanners,50mm (intrinsically safe, anti spark) | 2 |
| 5.22 | Trifors, 1.5 tonne, with cables | 4 |
| 5.23 | Trifors 3.0 tonne, with cables | 4 |
| 5.24 | Trifors handles, assorted spares | 6 |
| 5.25 | Chain lever Blocks1.5 Tonne | 5 |
| 5.26 | Chain lever Blocks 3.0 Tonne | 3 |
| 5.27 | Sockets all sizes 6mm to 60 mm | 1 |
| 5.28 | Pneumatic impact wrench with power pack and hoses for above/under water use | 1 |
| 5.29 | Pneumatic grinder | 1 |
| 5.30 | Pneumatic grinder | 1 |
| 5.31 | 200 meters 1" air hosing | 1 |
| 5.32 | In line oiler | 2 |
| 5.33 | Misc, tools and rigging equipment for use above/underwater | 1 |
| 5.34 | Certified Tanker Basket | 1 |

Note: The diving equipment shall comply with IMCA D035 as minimum requirement.

EXHIBIT III

CONTRACTOR 'S PERSONNEL

EXHIBIT III

CONTRACTOR'S PERSONNEL

CONTRACTOR shall furnish the following number of personnel to execute the service:

| | Description | Qty |
|---|----------------------------|------------|
| 1 | Terminal Marine Supervisor | 2 |
| 2 | Diving Supervisor | 2 |
| 3 | Diving Personnel | 6 |
| 4 | Mooring/Loading Master | 2 |

- Key on-site personnel shall have the ability to communicate in English with BAPCO's Work over supervisor on location.

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EXHIBIT IV

CONTRACT PRICE SCHEDULE & PAYMENT

CONTRACT PRICE SCHEDULE & PAYMENT

Section (A): Mobilization & Demobilization:

i. Price Schedule:

Based on full compliance with BAPCO/PETCO' Scope of SERVICES specification and technical requirements, BAPCO/PETCO shall compensate CONTRACTOR upon the undertaken activities as per the following schedule.

| Description | | UOM | Amount (USD) |
|--|---|----------|--------------|
| Equipments | | | |
| 1 | All cost associated with the mobilization and demobilization of Multi-Purpose Vessel (MPV) & its crew | Lump-Sum | |
| 2 | All cost associated with the mobilization and demobilization of Utility Boat & its crew. | Lump-Sum | |
| 3 | All cost associated with the mobilization and demobilization of Diving Equipment. | Lump-Sum | |
| Manpower | | | |
| 4 | All cost associated with the mobilization and demobilization of Personnel team comprises (2) Marine Terminal Supervisor, (1) Mooring/Loading Masters, (2) Diving Supervisor, (6) Divers. | Lump-Sum | |
| Total Amount- Equipments & Manpower Mobilization and Demobilization | | | |
| Optional Equipments/Manpower (Additional) | | | |
| 5 | All cost associated with the mobilization and demobilization of Remotely Operated Vehicle (ROV) | Lump-Sum | |
| 6 | All cost associated with the mobilization and demobilization of Saturation Dive Spread | Lump-Sum | |
| 7 | ROV pilot tech Mobilization and Demobilization. | Lump-Sum | |
| 8 | Personnel Mobilization and demobilization/person | Lump-Sum | |

ii. Commercial Terms:

- Mobilization/Demobilization shall be inclusive of airfares, visa and transportation to worksite, administration expenses and personnel per-dim.
- CONTRACTOR shall be entitled for mobilization and demobilization compensation once – time during the contract period.
- BAPCO /PETCO shall incur additional mobilization/demobilization charges for equipments/manpower on call-out SERVICES
- CONTRACTOR shall not be entitled for mobilization/demobilization compensation for equipments and personnel in the following cases:
 - Replacement.
 - CONTRACTOR's default.

- o BAPCO and PETCO shall share the equipments and manpower mobilization/demobilization cost.

- o Each company (BAPCO/PETCO) shall incur the mobilization/demobilization cost for its call-out orders

Section (B): Equipments Manpower Hiring Rates:

i. Price Schedule:

A. Full Operation Rates:

| | Description | UOM | Quantity | Unit Rate (USD) | Amount (USD) |
|-------------------|----------------------------------|------------|----------|-----------------|--------------|
| Equipment: | | | | | |
| 1 | MPV & its Crew | Daily Rate | 1 | | |
| 2 | Utility Boat & its Crew | Daily Rate | 2 | | |
| 3 | Diving Equipments - Spread + ROV | Daily Rate | 1 | | |
| Manpower: | | | | | |
| 4 | Terminal Marine Supervisor | Daily Rate | 2 | | |
| 5 | Diving Supervisor | Daily Rate | 2 | | |
| 6 | Diving Personnel | Daily Rate | 6 | | |
| 7 | Mooring/Loading Master | Daily Rate | 2 | | |

- BAPCO/PETCO shall share the manpower and equipments cost through Cost Sharing Mechanism as agreed in sharing mechanism scenarios.

B. Call-out Rates:

| | Description | UOM | Unit Rate (USD) |
|-------------------|--|------------|-----------------|
| Equipment: | | | |
| 1 | MPV & its Crew | Daily Rate | |
| 2 | Utility Boat & its Crew | Daily Rate | |
| 3 | Diving Equipments | Daily Rate | |
| 4 | Additional Remotely Operated Vehicle (ROV) | Daily Rate | |
| Manpower: | | | |

| | | | |
|---|----------------------------|------------|--|
| 5 | Terminal Marine Supervisor | Daily Rate | |
| 6 | Diving Supervisor | Daily Rate | |
| 7 | Diving Personnel | Daily Rate | |
| 8 | Mooring/Loading Master | Daily Rate | |
| 9 | ROV Pilot/Technician | Daily Rate | |

Commercial Terms:

- CONTRACTOR shall submit the invoice to the recipient party of the SERVICES (BAPCO or PETCO), subject to two companies' arrangement and acceptance.
- The daily Rates shall include all required SERVICES set out in the CONTRACT scope of SERVICES, including offshore routine SERVICES, handling and U-Bend, or U Bend on Pontoon for circulation.
- In case of emergency or need, BAPCO or PETCO shall have the right to request additional equipment or manpower or both on call-out basis.

Section (C): Emergency Optional Manpower & Equipments:

Emergency

| Description | | UOM | Unit Rate (USD) |
|-----------------------------------|--|----------------------|----------------------|
| Equipment & Materials: | | | |
| 1 | Miscellaneous Consumables (as filling gas cylinders) | Reimbursement + 10 % | |
| 2 | Saturation Dive Spread , min 9 divers | Set | |
| 3 | Saturation Dive Support Vessel | Lot | |
| 4 | Oil-Spill response equipments | Set | Reimbursement + 10 % |
| Manpower: | | | |
| 5 | Saturation Diving team, 9 off | Daily Rate- for all | |

ii. Commercial Terms:

- The CONTRACTOR shall submit his invoice to the recipient of the SERVICES rendered (BAPCO or PETCO).

General Notes:

- CONTRACTOR'S Rates contained herein shall be full, firm with no escalation and are inclusive of all costs and not limited to labor, materials, consumables, supervision; all applicable taxes, duties etc., at Sudan and CONTRACTOR's country of origin, transportation, accommodation, overheads, profits, fees, insurance and any other cost deemed necessary for the satisfactory performance of the Work.
- BAPCO /PETCO shall reimburse the CONTRACTOR for any replacement parts, spares, or consumable items required for the BAPCO /PETCO oil pollution equipment and critically needed for the offshore facilities, upon BAPCO /PETCO request on a cost + 10% Basis whether required for routine and unplanned maintenance or which may get damaged or destroyed during oil pollution abatement exercises or events through no negligence of the CONTRACTOR.

Payment Terms:

- The payment for satisfactory performance of the SERVICES shall be on monthly basis.
- BAPCO /PETCO shall remunerate the CONTRACTOR on the basis of the daily Rates applicable to the MPV and its crew, Utility Boat and its crew, air and mix gas diving equipments and specialized personnel.
- The applicable daily Rates shall commence from the commencement of the SERVICES.
- All invoices shall be verified and signed by CONTRACTOR's representative and the BAPCO /PETCO representatives prior to submission to BAPCO /PETCO for payment.
- All labour costs invoiced to BAPCO /PETCO shall be supported by original timesheets bearing the original signature of the relevant CONTRACTOR's personnel. Timesheet shall show the number of hours actually worked each day.
- Contractor shall submit one monthly invoice to BAPCO, then BAPCO to approve the payment and charge PETCO to pay its shares, PETCO shall pay within 15 days, then BAPCO shall pay to the contractor the invoiced amount within 30 days after receiving the invoice.
- If BAPCO or PETCO fails to pay its shares, the contractor shall not interrupt the SERVICES for paying party. Cost impact to be discussed later.
- Each invoice shall be addressed to BAPCO/PETCO and shall specify the share of each company
 - BAPCO Amount :
 - PETCO Amount :
- Contract Liabilities shall be shared in the following proportions :
BAPCO 60%
PETCO 40%



EXHIBIT V

ADMINISTRATION PROCEDURE

ADMINISTRATION PROCEDURE

F1. PROJECT ADMINISTRATION

- 1.1 CONTRACTOR shall adhere to all procedures set forth herein throughout the CONTRACT duration unless given prior Approval for alternative procedures.
- 1.2 CONTRACTOR and BAPCO shall meet immediately after the execution of this CONTRACT, and from time to time thereafter, to establish time objectives and deadlines for the SERVICES.

2. OTHER REPRESENTATIVE (S)

In addition to the CONTRACTOR Representative, CONTRACTOR may wish to appoint other representatives for specific tasks. In such cases, the party shall notify the other party in writing of any such appointments and the authorities vested in such representatives.

3. CORRESPONDENCE/COMMUNICATION PROCEDURES

- 3.1 Unless otherwise specified all correspondences and transmittals shall be from CONTRACTOR Representative to BAPCO Representative and vice versa
- 3.2 Correspondence from CONTRACTOR to BAPCO Representative shall have the following standard heading format as detailed:

DATE :
FROM :
TO :
FAX NO :
ATTN :
COPY :
REF NO. :
CONTRACT TITLE :
SUBJECT : _____

- 3.3 Correspondence from BAPCO to CONTRACTOR uses the same format and shall reference CONTRACT NO: BAPCO/ -

4. CHANGE ORDER MECHANISM

- 4.1 BAPCO may request the CONTRACTOR to provide a "Change Order Proposal" for BAPCO's review and approval by submitting such request using the "Change Order".
- 4.2 CONTRACTOR shall respond to any "Change Order Request" within a period of seven (7) days unless otherwise stipulated therein.
- 4.3 When responding to a "Change Order Request" or when CONTRACTOR wishes to request a change to the SERVICES, CONTRACTOR shall prepare and submit to BAPCO a Change Order Proposal in the form set out in Attachment B to this exhibit including the estimated reasonable additional costs, any scheduling impact, proposed payment/pricing method, milestone payment and SERVICES schedules, quotations, drawings, etc. as appropriate.

ADMINISTRATION PROCEDURE

- 4.4 BAPCO shall not reimburse CONTRACTOR for the preparation of a Change Order Proposal
- 4.5 BAPCO shall not be obligated to agree to any Change Order Proposal.
- 4.6 When a Change Order is to be issued pursuant to the terms of this CONTRACT, BAPCO shall issue such Change Order in the form set out in the attachment to this exhibit.
- 4.7 In cases of extreme urgency where CONTRACTOR is unable to submit a firm cost proposal without further research, BAPCO may give written authorization for CONTRACTOR to proceed with a change to the SERVICES on the basis of a cost estimate and that cost estimate shall be the limit of CONTRACTOR's authority to proceed until CONTRACTOR is able to submit a further cost estimate for BAPCO's further approval. CONTRACTOR shall submit firm costs for BAPCO approval as soon as practical.
- 4.8 Change Order Request, Change Order Proposal and Change Order shall be numbered in the format shown in the Attachments to this exhibit. Change Order Request, Change Order Proposal and Change Order related to any one matter shall all be assigned the same number.
- 4.9 CONTRACTOR shall maintain a register of Change Order Request, Change Order Proposals and Change Order that shall include the following in tabular form:
- 4.9.1 Number and issue date
 - 4.9.2 Brief description of the relevant change
 - 4.9.3 Date received or submitted
 - 4.9.4 Date approved or rejected by BAPCO
 - 4.9.5 Effect on CONTRACT Price and Rates
 - 4.9.6 Relevant remarks

CONTRACTOR shall keep this register current and issue a copy of it regularly to BAPCO Representative.

- 4.10 CONTRACTOR shall track and follow-up on all Change Order Proposals, Change Order Request and Change Order.

5. REPORTING

CONTRACTOR shall keep BAPCO fully informed on all aspects of the CONTRACT that affect the SERVICES.

6. WORKING LIAISON

A meeting shall be held immediately following CONTRACT award to establish a mutually agreeable system of communications and routine procedure consistent with this CONTRACT

--- END OF EXHIBIT ---

EXHIBIT VI

HEALTH, SAFETY AND ENVIRONMENTAL REGULATION

HEALTH, SAFETY AND ENVIRONMENTAL (HSE) REGULATION

1. Introduction

- 1.1 CONTRACTOR shall be responsible for the health and safety of its employees, agents and invitees at the Worksite. CONTRACTOR shall bear the sole responsibility for maintaining in a neat, clean and safe state, the Worksite and all CONTRACTOR's machinery, equipment, facilities, supplies and operations thereon, and all other things in any way associated with or utilized in the SERVICES. At the commencement of the SERVICES and as often thereafter as may be necessary CONTRACTOR shall inspect its SERVICES' area to discover any defects, potential sources of injury or dangerous conditions and operations. CONTRACTOR shall then warn its employees, agents and invitees and BAPCO's Representative of the existence of such operations, dangers, defects or conditions and exercise reasonable diligence to correct the same.
- 1.2 CONTRACTOR shall stress the importance of safety and give a high priority to CONTRACTOR and BAPCO safety programs. CONTRACTOR shall instruct its personnel in safety rules and regulations and insist upon adherence thereto. Violation of safety rules will be cause for removal of any employee.
- 1.3 Before commencement of the SERVICES, CONTRACTOR shall establish and provide written CONTRACTOR policy on HSE which shall be of a high standard which has been signed and dated and is actively supported and endorsed by CONTRACTOR management. The policy shall be written in English. CONTRACTOR shall also provide a description of CONTRACTOR safety organization and its responsibilities.

2. Policy on Health, Safety and Environment

- 2.1 General Policy Statement and Objectives shall outline the following; CONTRACTOR shall conduct its operations in such a manner as to:
 - 2.1.1 Provide a safe working environment.
 - 2.1.2 Ensure the health and safety of CONTRACTOR's crew and personnel working within the CONTRACTOR directed areas of operation.
 - 2.1.3 Protect the public from injury or ill health and prevent loss or damage to properties resulting from its activities.
 - 2.1.4 Ensure and safeguard the conservation of the environment.
 - 2.2 CONTRACTOR shall demonstrate their strong commitment to HSE matters in the HSE Policy, which is of a standard comparable to BAPCO's HSE Policy. The policy shall be signed, actively supported, and endorsed by CONTRACTOR's management. It shall be evident that the policy is widely disseminated and understood among CONTRACTOR's employees and any other organization undertaken the scope for the execution of the SERVICES. The policy shall be basis to the framework for the implementation of CONTRACTOR's HSE management.
3. In addition to all specific HSE requirements stated herein, CONTRACTOR shall comply with, abide by and enforce at its sole expense the following main HSE requirements, as outlined below:

- 3.1 As part of the bid submission, CONTRACTOR shall be responsible for identifying all the HSE hazards associated with the SERVICES. Additionally, CONTRACTOR shall demonstrate to BAPCO that, in addition to having a technical ability in carrying out the SERVICES, they have a demonstrated capability in managing the HSE risk attributed to the SERVICES.
 - 3.2 On award of the CONTRACT but prior to mobilization and commencement of SERVICES, CONTRACTOR shall present for BAPCO approval, the following:
 - 3.2.1 HSE Management System Interface Document, stipulating amongst others, the arrangement for HSE management between BAPCO and CONTRACTOR during the duration of the CONTRACT;
 - 3.2.2 Project HSE Plan or safety program throughout the project durations
 - 3.2.3 Written Work Procedures/Instructions for all HSE-critical activities and tasks associated with the SERVICES.
- 3.3 The written Work Procedures/Instruction shall, in addition to explicitly describing how the activities and tasks are to be carried out, incorporates all required HSE control and recovery measures that are necessary to avert any incidents that may arise from the execution of the HSE-critical activities and tasks.
- 3.4 During mobilization, CONTRACTOR shall communicate, at its sole expense, all salient requirements of the HSEMS Interface Document and Project HSE Plan to the CONTRACTOR's agents, employees, and representatives who are engaged in the performance of the SERVICES.
- 3.5 During commencement of SERVICES, the CONTRACTOR shall ensure that:
 - 3.5.1 Sufficient safety signs and posters are placed at many strategic places to educate and alert its employees, agents and invitees and comply with the same requirement. The safety signs shall be printed in languages understand by personnel at Worksite such as Arabic, Chinese and English where applicable.
 - 3.5.2 Implementation of CONTRACTOR HSE Plan.
 - 3.5.3 Ensure good housekeeping at all the SERVICES areas.
- 3.6 For the purpose of developing the written Work Procedures/Instruction for all HSE-critical activities and tasks, and specifically for the purpose of identifying all foreseeable HSE control and recovery measures, a comprehensive HSE risk assessment shall be carried out.
4. CONTRACTOR shall comply with all applicable HSE related laws and regulations of Sudan and shall take all the necessary precaution related to or arising out of the performance of the CONTRACT in order to protect the SERVICES, the personnel and property of BAPCO, the CONTRACTOR and its employees, agents and invitees. CONTRACTOR shall warrant that they are familiar with the contents and implication of such applicable HSE laws and regulations of Sudan and comply with accordingly.
5. In addition to all specific legal requirements stated herein, CONTRACTOR and CONTRACTOR's agents, employees, and representatives who are engaged in the performance of the SERVICES shall comply with, abide by and enforce at its sole expense any rules, regulations and standards on safety, environmental protection, fire protection and security regulations as set forth by BAPCO in its safety manuals, policies and special instructions.
6. CONTRACTOR shall observe and comply with BAPCO Alcohol and Drug Policy but not limited to as follows;
 - 6.1 CONTRACTOR personnel neither shall nor perform any SERVICES for BAPCO while under the influence of alcohol or any controlled subtonic. CONTRACTOR personnel shall

- not misuse legitimate drugs; process or use, distribute or sell illicit or un-prescribed controlled substances or drug in BAPCO business or premises.
- 6.2 While on premises owned or controlled by BAPCO, BAPCO reserves the right to conduct searches for the possession of drugs and/or alcohol on the person, in vehicles, and in other property of CONTRACTOR and its personnel, invitee or agents. Any person who refuses to cooperate with any such search shall be removed from the premises and not permitted to return.
- 6.3 CONTRACTOR shall require its personnel to submit to medical evaluation or alcohol or drug testing where cause exists to suspect alcohol or drug use. CONTRACTOR shall immediately remove from BAPCO's premises any of its personnel, invitee or agents who either refuse to participate in medical evaluation or alcohol or drug test, or who test positive for alcohol or another controlled substance.
- 6.4 CONTRACTOR shall maintain strict discipline and good order among its personnel, and shall not permit any of them to engage in activities which BAPCO deems contrary or detrimental to BAPCO interests. If BAPCO should request that any personnel of CONTRACTOR or of Subcontractors be removed from BAPCO property of Worksite pursuant to this CONTRACT for any reason, CONTRACTOR shall accede to such request and shall provide acceptable replacement at no cost to BAPCO.
- 6.5 In the event CONTRACTOR is unable to comply with these obligations, BAPCO shall have the right to terminate this CONTRACT.
7. In executing the CONTRACT, CONTRACTOR shall take good care of its employee, invitees or agents of their medical welfare and ensure the followings requirements are adhered to;
- 7.1 CONTRACTOR shall ensure that all its personnel assigned for the performance of the SERVICES are medically fit and healthy. Any medical disabilities including such disabilities which CONTRACTOR may consider will not adversely influence the person's ability to perform his role in the SERVICES should be reported to BAPCO prior to the start on the SERVICES. CONTRACTOR, if requested by BAPCO shall provide medical certificates for CONTRACTOR and its Subcontractor personnel.
- 7.2 CONTRACTOR shall subject its key personnel and its Subcontractor personnel to regular medical examination at CONTRACTOR's cost. Records of such examination shall be made available to BAPCO on request.
- 7.3 Subject to the other terms of this CONTRACT, CONTRACTOR shall at no cost to BAPCO be responsible for the medical welfare of its own personnel and shall take care of arrangements for medical attendance treatment or hospitalization if and when necessary and will arrange suitable insurance coverage for such contingencies.
- 7.4 Adequate number of First Aid and survival equipment including resuscitation units are to be placed at strategic points, be inspected regularly and prescription drugs are to be certified by pharmacist and kept under lock and stocks replenished. Drugs can only be administered with the consent of the competent or authorized person.
- 7.5 CONTRACTOR shall ensure that public health standards are applied and observed at all BAPCO premises and locations which shall include but not limited to personal hygiene practices especially for proper food handling in catering, tidiness and cleanliness of work places and accommodation.
8. Notwithstanding the above to all HSE requirements stated herein, CONTRACTOR shall comply with, abide by and enforce at its sole expenses the BAPCO Driving Safety Policy requirements throughout its duration of the CONTRACT in conjunction with BAPCO Driving Safety Procedures. CONTRACTOR shall ensure the followings requirements are adhered to;
- 8.1 CONTRACTOR shall ensure that its employee, invitee or agent who is driving the land transport vehicle while working in Block 3 & 7 BAPCO operations shall have attended Defensive Driving Course (DDC) and possess the validity of such course throughout the commencement of the SERVICES.
- 8.2 CONTRACTOR, prior to mobilization and commencement of the SERVICES shall submit a complete details of the drivers, authorized driving personnel and total number of vehicles to be part of the SERVICES to BAPCO HSE Department. Such details shall include the name of driver or authorized driving personnel, driver's age, status of driving license and Defensive Driving Course, vehicle model and registration numbers. While the list of such details may not be exhaustive at the time of submission as there will

- be additional numbers expected in the future, CONTRACTOR shall update the record with BAPCO HSE Department from time to time.
- 8.3 A driver without possesses valid Defensive Driving Course will be stopped from continuing his driving until such compliance is adhered to.
 - 8.4 The CONTRACTOR, at any circumstances upon the request from BAPCO to nominate its employees or agents to join "Defensive Driving Course" training organized by BAPCO for the purpose of the abovesaid compliance shall put the effort to fullfill the request and all the relevant training charges shall be borne by the CONTRACTOR in accordance with the current BAPCO accounting practices.
 - 8.5 CONTRACTOR at its sole expenses also, must ensure each of its vehicles that are operating in BAPCO's operations for the purpose of the commencement of the SERVICES shall be fitted and installed with a Speed Limiter device. The device shall be regulated with accordance to permissible speed that differ between heavy vehicles and light vehicles. Speed Limiter shall be of approved type recommended by BAPCO HSE Department.
 - 8.6 Any vehicle found to be not in compliance with Speed Limiter requirement will be removed from BAPCO's operations until full compliance adhered.
 - 8.7 BAPCO's representative shall have the right to inspect the details of CONTRACTOR's driving personnel to comply to the above herein and/or remove the CONTRACTOR's driver, its invitees or agents including the vehicles from BAPCO's operations found not in compliance with these regulations and stern penalty will be strictly exercised to the CONTRACTOR employees, invitees or agents respectively in congruence with BAPCO Driving Safety Procedure.
 - 8.8 CONTRACTOR shall demonstrate its efforts and commitments and comply to BAPCO's Driving Safety including the installation of Speed Limiter and Defensive Driving Course. CONTRACTOR is therefore encourage to add-in relevant projected costs deduced to comply to these regulations in the their bid for the CONTRACT.
9. BAPCO's representative shall have the right, but not the obligation, to prohibit the commencement of the SERVICES or to stop any part of the SERVICES in progress if the equipment, personnel, or SERVICES conditions are considered to be unsafe or not in compliance with BAPCO's rules and regulations.
 10. On completion of the SERVICES, CONTRACTOR shall deliver to BAPCO satisfaction the HSE CLOSE-OUT REPORT in a format and meeting such technical content as specified by BAPCO.

- - - END OF EXHIBIT - - -

PERSONNEL SAFETY PROCEDURE - (HSE PROCEDURES)

| | |
|----------------------------------|---|
| PURPOSE | To maintain individual safety attention of taking care of own safety to avoid occurrence of any incident, which may cause harm or damage to people, property and environment. |
| SCOPE | <p>The procedure should be applied to:</p> <ul style="list-style-type: none">▪ BAPCO/PETCO employees while carrying out BAPCO/PETCO duties.▪ BAPCO/PETCO owned or controlled operations at any location.▪ CONTRACTOR / Subcontractor employees working under BAPCO/PETCO |
| INDIVIDUAL RESPONSIBILITY | <p>Any one of BAPCO/PETCO / CONTRACTOR / Subcontractor employees shall:</p> <ul style="list-style-type: none">▪ Take care of their own safety, safety of others around them, and workplace safety.▪ Obey the safety rules and regulations▪ Has the right to refuse to do any unsafe work, which can place him in danger, but he must report this situation immediately to his direct supervisor.▪ Obey signs and barriers in the work place including wearing of PPE▪ Report immediately to the line supervisor any incident, unsafe act or unsafe condition.▪ Carry out the work according instructions and permits▪ Wear proper PPE.▪ Maintain good housekeeping at the work site▪ Not operate / adjust any equipment or machine / vehicle unless he is competent and authorized.▪ Not possess or take alcohol or drugs.▪ Seek permission from facility supervisor before entering the facility.▪ Know that smoking is not allowed in all production areas, drilling rigs, around fuel tanks, inside the aircraft, in storage/transport/handling of explosives and flammable substances, and where (NO SMOKING) sign is displayed, and smokers shall dispose the cigarettes safely in proper ash trays▪ Use only the right tools for which they were designed for, and ensure that tools are kept in a proper place, such as tool bench / box and the defective tools had been destroyed or removed from the workplace.▪ Keep all worksites clean and tidy at all times▪ Keep / store any hazardous materials in a proper and safe place. |
| INDIVIDUAL RESPONSIBILITY | <ul style="list-style-type: none">▪ Be familiarizing with the emergency system, emergency escape routes, location of alarms and fire extinguishers, and location of mustering & evacuation points.▪ Obey all emergency procedures and know how to act whenever there is an emergency. |

EXHIBIT VII

PERFORMANCE BANK GUARANTEE FORMAT

PERFORMANCE BANK GUARANTEE FORMAT

To: **Bashayer Pipeline Company (BAPCO)**, a company incorporated under the law of the British Virgin Islands and having a registered office at Khartoum - Almugran District - Petrodar Tower, P.O. Box 11778, Tel: 00249-83-790501/ Fax: 00249-83-790550/ in Khartoum, Sudan (hereinafter referred to as "BAPCO")

1. Pursuant to a contract for _____, Contract No. _____ (hereinafter referred to as the "CONTRACT") effective from _____ between BAPCO and _____ (hereinafter referred to as "CONTRACTOR"), the CONTRACTOR agreed to perform certain SERVICES in accordance with the CONTRACT.

2. In response to the request made by CONTRACTOR, we (*Name of Banker* :)

(hereinafter called the "Guarantor") hereby irrevocably and unconditionally guarantee the sum of U. S. Dollars _____ in favour of BAPCO, that being the amount of financial guarantee required for the CONTRACT. The sum shall, at the option of BAPCO, be drawable in U.S.Dollars or any convertible currency(ies) and shall become payable by us immediately on first demand by BAPCO without proof or conditions and notwithstanding any contestation or protest by the CONTRACTOR or any other third party. The rate of exchange to be applied by the Guarantor when converting U.S. Dollars to a different currency of payment shall be the best exchange rate available for the transaction at or about seven (7) a.m. GMT on the day that funds are wired by Guarantor to BAPCO and if such day is not a banking day for the Guarantor on the following day for the Guarantor. Any foreign exchange gain or loss incurred as a result of currency conversion from US Dollars shall be at BAPCO's account. BAPCO may demand all or part of the guaranteed amount. Any part of the guaranteed amount which is undrawn may be drawn by BAPCO in a subsequent demand or demands.

3. The Guarantor shall not be discharged or released from this guarantee by any agreement made between the CONTRACTOR and BAPCO with or without the consent of the Guarantor unless such agreement expressly and explicitly provides for such release. Additionally, the Guarantor shall not be discharged or released from this guarantee by any alteration in the obligations undertaken by the CONTRACTOR or by any forbearance whether as to payment, time, performances or otherwise, or by any change in name or constitution of BAPCO or the CONTRACTOR.

4. This guarantee is a continuing security and accordingly shall remain valid until six (6) months after the end of the duration of the CONTRACT and any extension thereto.

5. The Guarantor agrees that this guarantee is given regardless of whether or not the sum outstanding is occasioned by loss, damages, costs, expenses or otherwise incurred by BAPCO and whether or not the sum outstanding is recoverable by legal action or arbitration.

IN WITNESS whereof this guarantee has been duly executed by Guarantor the _____ day of _____ 202__

For and on behalf of _____

Name:
Designation:

Banker's Seal:
Address:

- - - END OF EXHIBIT - - -

EXHIBIT VIII

CONTRACT EXPENSES REPORT

CONTRACT EXPENSE REPORT

Scope

This procedure covers the mandatory use of a Contract Expenses Report (CER) to be attached to each Contract/Price Agreement/Service Orders that requires progressive payment. The CER will include cumulative listings, and total of all invoices submitted against Contract/Price Agreement/Service Orders. BAPCO Contract/Price Agreement/Service Orders will include the requirement for this form i.e. CER to be submitted by the Contractor with each invoice. ARP (Finance) will maintain a file for each such Contract/Price Agreement/Service Orders so as to validate each billing.

Purpose

- To ensure that all disbursements are covered by a valid, current Contract/Price Agreement/Service Orders prior to any work being performed.
- To better control amounts and time spent on each Contract/Price Agreement/Service Orders by monitoring total cumulative spending and thus avoid over runs over of Contract/Price Agreement/Service Orders approved value.
- To ensure the proper level of approvals for, not only the individual invoices, but for the total amount of the Contract/Price Agreement/Service Orders.
- To enable better control of small amounts but, perhaps, significant Contractor volumes.
- To pay Contractors on a more timely basis through streamlining of the approval of such invoices.
- To provide comfort to the signing officers that the disbursement is properly within the time and amounts authorized in advance.
- To provide ample time for contract holder/user departments to prepare for Change Orders, contract amendments, exercise extensions options or even prepare a new Contract/Price Agreement/Service Orders if needed.

Responsible

The Procurement department is responsible for ensuring that a valid Contract/Price Agreement/Service Orders exists or is created, which clearly includes the requirement for the Contractor to submit a CER with each invoice.

The Contractor is responsible for submitting an updated, current CER with each invoice.

The User department is responsible for ensuring the Service/ Equipments/ Materials & Spares Parts are received as per the Contract. Also the User department is responsible for requesting Contract Extensions, Change Orders, Contract Amendments or exercise extension option when contract duration (period) or contract value runs out.

ARP will ensure the attachment of the CER with each invoice, and the accuracy of that CER.

ARP will notify User Dept & Procurement when the total amount spent reaches a pre-determined portion (70%) of the total Contract/Price Agreement/Service Orders Service Value or 3-6 months before the expiry dates Contract/Price Agreement/Service Orders whichever is earlier to ensure all expenditures are committed with valid Contract/Price Agreement/Service Orders.

| Responsible | | Task |
|-------------|---|--|
| Procurement | 1 | Creates Contract/Price Agreement/Service Orders as per Procurement procedures, but now includes the requirement for the Contractor to submit a CER with each invoice. Provides soft and hard copy to Contractor. |
| Contractor | 2 | Attaches a copy of the updated, current CER with each invoice. Completes the form fully, ensuring that each invoice is included, and that a cumulative total is checked against total approved value. |

| EXHIBIT CONTRACT EXPENSE REPORT | | |
|--|---|--|
| Responsible | | Task |
| User Department/ Verifier | 3 | Verifies and ensure the goods/services received are as per the contract. Also verifies and approves the invoice, as per Invoice Processing Procedure, after review of the CER. Signs as evidence of verification. |
| Contract/Price Agreement/Service Orders Administrator | 4 | Responsible to monitor the status of the Contract/Price Agreement/Service Orders and to initiate Contract Extensions, Change Orders and Contract Amendments. |
| ARP | 5 | Verifies the CER against previous CER, and against the invoice to ensure there are no adding errors or omissions. Signs form as verified. Keeps a copy of the CER in Contractor file for future reference. Forwards the invoice, with CER attached, to the appropriate line dept. verifiers and approvers. Ensures appropriate notice is given to both the line department and Contract/Price Agreement/Service Orders Administrator, if the expiry date of the Service Agreement is near or if the cumulative total has reached 70% of the estimated Contract/Price Agreement/Service Orders value. |
| User Department/ Verifier | 6 | Initiate the required action when the total amount spent reaches a pre-determined portion (70%) of the total Contract/Price Agreement/Service Orders Service Value or 3-6 months before the expiry dates Contract/Price Agreement/Service Orders whichever is earlier by either exercising the Extension option if any, prepare Change Orders and Contract Amendments or prepare TC paper for a new contract. |

A sample of the CER tracking format is attached as Appendix 1 to this Exhibit . Contractor is hereby required to adhere to the format set forth in this Appendix 1 in submitting invoices. Any subsequent changes to this format will be notified by BAPCO to Contractor.

APPENDIX 1 TO EXHIBIT

| Bashayer Pipeline Company CONTRACT EXPENSE REPORT (CER) | | | | | |
|--|---------------|--------------|------------------------------------|----------------|---|
| Effective with Contract / Price Agreement / Service Orders commencement date, Contractor shall provide this fully completed reconciliation of expense tracking on the approved Contract/Price Agreement/Service Orders or when presenting an invoice for payment. One copy must accompany invoice. | | | | | |
| DATE OF REPORT | | | (MMDDYY) | | |
| CONTRACT NO.AND TITLE | | | | | |
| CONTRACTOR NAME - AS ON CONTRACT | | | | | |
| MAXIMUM CONTRACT VALUE | | | | | |
| CHANGE ORDER NO. VALUE | | | | | |
| TOTAL MAXIMUM CONTRACT VALUE | | | | | |
| CONTRACT PERIOD | | | | | |
| DURATION OF CONTRACT (from, to) | | | | | |
| ITEM NO. | MONTH OF WORK | INVOICE DATE | INVOICE No. | INVOICE AMOUNT | TOTAL CUMULATIVE COST (show currency clearly) |
| 1 | | | | | |
| 2 | | | | | |
| 3 | | | | | |
| 4 | | | | | |
| 5 | | | | | |
| 6 | | | | | |
| 7 | | | | | |
| 8 | | | | | |
| 9 | | | | | |
| 10 | | | | | |
| CUMULATIVE TOTAL | | | | | |
| TOTAL OF CONTRACT VALUE | | | | | |
| REMAINING FUNDS OF CONTRACT | | | | | |
| REMARKS | | | <i>User Signature:</i> | | <i>Reported by: Contractor</i> |
| | | | <i>Name:</i> | | |
| | | | <i>Dept:</i> | | |
| | | | <i>Date:</i> | | |
| | | | <i>Verified by BAPCO ARP staff</i> | | <i>Name :</i> |
| | | | <i>Date:</i> | | <i>Title :</i> |
| | | | | | <i>Date :</i> |
| CC: Contract / Price Agreement / Service Orders Administrator, BAPCO | | | | | |
| CC: End User dept., BAPCO | | | | | |
| CC: BAPCO ARP vendor file | | | | | |

END OF EXHIBIT ...