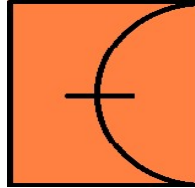


TENDER DOCUMENT

FOR

SUPPLY OF
GAS COMPRESSION
AND
PROCESSING PACKAGE
AT
BAKROL



SELAN EXPLORATION TECHNOLOGY LIMITED

Cellphone : (+91) 9638970859

E-mail: ssmohapatro@selanoil.com

GANDHINAGAR

JUNE 2023

TENDER NO.: SELAN/SGCP/2023/20230602

SELAN EXPLORATION TECHNOLOGY LIMITED

I N D E X

UNIT OFFICE NO. 2, INFOCITY TOWER – II,
GANDHINAGAR – 382 009

Forwarding Letter

Dear Sir,

Please find enclosed a complete set of Tender documents for **Supply of Gas Compression and Processing Package at Bakrol Field**, located in Cambay basin, Gujarat state. Kindly note the following points with regard to this Tender.

Tender Number	:	SELAN/SGCP/2023/20230602
Type of Bid	:	Two Bid System
Due date & time of submission	:	Friday, 30 th June 2023, 1430 Hrs.
Bid Validity upto	:	120 days from due date of submission.
Bid Bond	:	Not Applicable
Performance Bond (Bank Guarantee)	:	10% of contract value valid until 60 days of end of Defect Liability Period / Warranty Period (whichever is later)

SELAN reserves the right to reject any or all the tenders and also to accept or prefer any bid for award of contract(s) without assigning any reasons thereof.

Sincerely

For, Selan Exploration Technology Limited

Sachin Bayond
General Manager - PSCM

	DESCRIPTION	PAGE NO.
	BACKGROUND INFORMATION	4
PART – I	INSTRUCTIONS TO BIDDERS	5
PART – II	BID EVALUATION CRITERIA WITH FINANCIAL DETAILS	23
PART – III	EXHIBIT A - GENERAL TERMS & CONDITIONS WITH PERFORMANCE BOND	26
PART – IV	EXHIBIT-B - SCOPE OF WORK	81
PART – V	EXHIBIT C - COMPENSATION AND ANNEXURE I - PRICE TABLE	90
	HSSE EXHIBIT - D	98

BACKGROUND INFORMATION

Selan Exploration Technology Limited (SELAN) is an Oil & Gas Exploration and Production **Company**. It is registered as a Public Limited **Company** with the Registrar of Companies, Delhi and Haryana, India.

SELAN is one of the foremost professionally managed Indian companies with eminent Board of Directors and technically and professionally well qualified people having skills of international standards. SELAN is one of the first Indian companies in the private sector to be awarded contract for development of discovered Oil & Gas fields by Government of India under Production Sharing Contract (PSC) with Ministry of Petroleum and Natural Gas. The PSC's for Bakrol & Lohar Oil & Gas fields in Gujarat were signed by SELAN with Government of India on 13th March 1995, while the same for Karjisan field was signed on 16th February 2004.

SELAN took over the possession of these fields from the previous operators, ONGC since been producing crude oil & gas from these fields.

The Company has undertaken various developmental activities on an ongoing basis including seismic data acquisition, processing & interpretation, geological, geophysical, geochemical and reservoir studies, well workovers, well drilling, etc. and subsequently has improved the productivity in these oilfields.

SELAN is aiming to further enhance the crude oil and gas production from these fields in a phased manner and in this respect, it has drawn out elaborate plans for further development activities.

PART - I

INSTRUCTION TO BIDDERS

1.0 INSTRUCTIONS TO BIDDERS

- 1.1 Selan Exploration Technology Limited (SELAN) incorporated under the Companies Act, 1956 having its Registered Office at: *J – 47/1, Shyam Vihar, Dindarpur, Najafgarh, New Delhi-110043* and its project office at: *Unit Office No. 2, for Supply of Gas Compression & Processing Package at Bakrol* from competent, experienced and capable **Contractors** fulfilling the criteria laid down in this tender document.
- 1.2 The Bid document will be issued by SELAN in the name of the **Bidder** and is non-transferrable.
- 1.3 **Bidders** must review this tender document carefully and ensure that they can supply all the necessary items. Any deviation or substitution may be highlighted on a separate statement.
- 1.4 The **Bidder** is expected to and must comply with safety standards as practiced in sound international petroleum operations.
- 1.5 SELAN reserves itself the right to reject, accept or prefer any bid for award of contract to one or more bidders without having to assign any reasons thereof.
- 1.6 SELAN also reserves itself the right to withdraw from the tendering process if the bids received are found unacceptable on a techno-commercial evaluation.

2.0 DOCUMENTS TO BE SUBMITTED WITH THE BID

- 2.1 Bidder shall furnish the following details in the technical part of the bid:
- Copies of original documents duly notarized defining the constitution or legal status of the bidder, place of registration and principal place of business and in case of a joint venture or foreign collaboration such details for each party thereto constituting the bidder.
 - Name of signatory on tender, his title / designation and address. Names and signatures of those authorized to act on signatory's behalf, countersigned by signatory.
- 2.2 Reports of financial standing of the bidder (or of each party to a joint venture), such as Profit and Loss Statements, Balance Sheets and Auditor's Reports for the past three years.
- 2.3 Information regarding any current litigations in which the bidder is involved.

2.4 Documentary evidence in the form of detailed description of the equipment, technical and performance characteristics, drawings, literature establishing their conformity to the bid document, date of manufacture of the equipment etc.

2.5 Confirmation accepting liability for all taxes and duties.

3.0 BIDDING PROCESS AND FILING REQUIREMENTS

3.1 Bidders must seek clarifications, if any are required on the tender document, not later than 3 days from the receipt of the tender document, SELAN shall provide additionally requested information at its discretion.

3.2 Tender documents must be complete in all respects and shall be submitted together with requisite information and appendices. Tenders should be complete and free from any ambiguity, change or interlineations.

3.3 The bidders bid and any annotation or accompanying documentation shall be in the English language. However, any printed literature may be written in another language provided it is accompanied by an English translation of its pertinent passages, in which case the English translation shall govern.

3.4 The power of attorney or authorization or any other document constituting adequate proof of the powers of the signatory to bind the bidder, shall be annexed to the bid. SELAN may reject any bid unsupported by adequate proof of the signatory's authority.

3.5 In case the bid is submitted by a consortium they shall nominate a Principal Bidder who will assume responsibility for the performance of the contract.

3.6 A copy of the agreement between the Principal Bidder and the other bidder(s) binding each of them in relation to SELAN, for performance of the contract shall be enclosed. This agreement shall also specify the responsibilities being assumed by the member(s) of the consortium for efficient discharge of obligations under the contract. This agreement shall also specify that the principal bidder can incur liabilities / undertakings / obligations on behalf of the consortium and these shall be binding on each of them jointly and severally. It shall also be specified in the agreement that if a bid is successful then each and every member of the consortium shall be jointly and severally liable to SELAN for efficient and proper discharge of its liabilities and obligations emanating from the contract.

3.7 The bidder shall sign the proposal, stating the name of the entity to which the contract is to be awarded. Each page of the bid shall be duly signed and sealed by an authorized officer from the Bidder's organization.

3.8 Bidders shall indicate their full postal address and fax / e-mail address in the bid document.

3.9 Bidder will submit the Bid package in its entirety and no alterations will be made to the documents or the wording therein. The bid package will be signed by a duly authorised Officer or Representative of the Company.

4.0 METHOD OF SUBMITTING BIDS UNDER TWO BID SYSTEM

4.1 Bid should be submitted under “Two Bid System” in softy copy containing techno-commercial offer as given below:

4.1.1 Technical Bid:

The Bidder should send the signed technical bid along with unpriced commercial bid with descriptive literature of the technical details of materials offered. The cover email should mention Tender Number, Name of the Bidder, and closing date and marked “Technical Bid” and shall be sent to ssmohapatro@selanoil.com.

4.1.2 Commercial Bid:

4.1 The Commercial bid as per the price format should be sent through a password protected e-mail at sachin.bayond@selanoil.com. **The password should be sent separately only to the Mr. Bayond at the e-mail sachin.bayond@selanoil.com.**

4.2 Except if a clarification is sought by SELAN, no bid shall be modified subsequent to the closing date for submission of bids. Withdrawal of a bid during the interval between the closing date for submission of bids and expiration of the period of bid validity specified by the bidder in its bid shall result in disqualification of bidder and possible blacklisting of the bidder for future work.

4.3 For this tender, separate Tables shall be submitted for all relevant and sought-for technical details and for the commercial terms of offer and deviations, if any, including the price schedule for the services offered. The exception deviations shall be sent along with the technical bid by email to ssmohapatro@selanoil.com.

4.4 The duly signed & sealed commercial bids shall be submitted by email **on or before 30th June 2023 upto 14.30 hrs. IST.**

4.5 Bids will be evaluated by SELAN based on the information asked for in this tender as well as that submitted by the bidder. SELAN may, at its discretion, ask the bidder for clarification for evaluation and comparison of bids. The request for clarification and response shall be in writing and no change in the price or substance of the bid shall be permitted unless asked for by SELAN. However, no such clarification by SELAN shall be construed by the bidder as an acceptance of his bid.

4.6 Bids made by agents / consultants / representatives / associates will not be considered.

4.7 The bid must be kept valid for 120 days from the date of opening. In exceptional circumstances SELAN may solicit the bidder’s consent to an extension of the period of validity. The request and the responses thereto shall be made in writing by e-mail.

4.8 SELAN reserves the right to extend the bid submission and/or bid opening deadline at it’s sole discretion.

5.0 PRICE

- 5.1 Bidders shall give unconditional validity of the bid for 120 days from date of closing of bids.
- 5.2 The bidders shall quote firm price in Indian Rupees (INR) or in United States Dollars (USD).

6.0 PRICE EVALUATION

- 6.1 Bidders, while submitting their offers should quote taking into account all benefits and concessions available to them for supplies to SELAN as announced by the Government of India as on the date of tender opening. Conditional offers tied to the availability or otherwise of these concessions will be rejected.

SELAN will not own any responsibility/liability at any stage if such concessions are not available to the bidder and SELAN will not also compensate the bidder in any manner on this account.

- 6.2 Bidder should not indicate any separate discount. Discounts if any, should be merged in the rates against the quoted items. Discounts of any type indicated separately will not be taken into account for evaluation purposes. However, SELAN reserves itself the right to avail of all such discounts if the Bid happens to be the lowest even after not considering the discounts for evaluation purposes.

7.0 EVALUATION AND COMPARISON OF BIDS

7.1 TECHNICAL

To assist in the technical evaluation of bids, SELAN may, at its discretion, may ask a bidder for clarification(s). The clarification(s) and the response shall be in writing. After opening the bids, the bid documents submitted by each bidder will be examined. Any bid, which does not meet the technical and commercial requirements set forth in the tender document will be rejected.

7.2 COMMERCIAL

SELAN will evaluate and compare all technically acceptable bids on the basis of the price bid. To facilitate evaluation and comparison of the bids, bidders are requested to state their bid price strictly in accordance with the terms and conditions of the tender document. SELAN may reject any bid where the pattern of prices indicated varies from the format.

- 7.3 Bidder must provide the details of registration for GST. A certified true copy of GST registration certificate issued by the Tax authorities must be provided with the bid to SELAN for its reference.

- 7.4 **SELAN may, at the request of the successful bidder, issue recommendatory letter to DGH/ Customs for issuance of Essentially Certificate for import of such items, which are allowed by Government of India to import with concessional rate of customs duty of the Goods for import qualifies for duty exemption under List 33 under the latest Customs Notification. The bidder has to provide the list of items and it's estimated value for which the recommendatory letter is required. Except**

for issuance of a recommendatory letter, SELAN assumes no responsibility or liability, in whatsoever manner, in this regard.

7.5 Bid document issued by SELAN is non-transferable.

8.0 OTHER INSTRUCTIONS AND TENDER CONDITIONS

8.1 Acceptance of offer by SELAN will be communicated by email / letter. In case where acceptance is communicated by e-mail / letter, pending signing of formal contract, the instructions contained in the email / letter should be acted upon immediately. With the issuance of e-mail / letter of acceptance, the contract shall be deemed to have been entered into. Contract shall mean and include all the contents of this tender document and that mentioned in the Letter of Award (LOA) and /or any other document issued in writing post the award of contract.

8.2 Any tender received with less than the prescribed validity period may be rejected.

8.3 Payment of taxes such as income tax - corporate as well as personal taxes, and any other taxes by whatsoever name called, payable to Government or other bodies is the responsibility of the Supplier. The Bidder must provide a certified true copy of the GST no. to SELAN for its review and records. SELAN shall comply with all statutory requirements in this regard whilst making payments to the Supplier.

8.4 Bidder shall submit its bid on Firm Price Basis for the bid validity period as quoted elsewhere in this tender document. Offers providing for escalation of price will be rejected.

8.5 In the unforeseen event, due to changes in the market, regulatory or fiscal environment , and/or techno-commercial considerations, should there be a situation where the ongoing procurement plan becomes uneconomic in the assessment of the Company then in that event the Company reserves itself the right to abandon the procurement till such time that the conditions become favourable or the Company obtains suitable relief from the regulatory or fiscal authorities to continue the procurement plan. The Company, in such an event also reserves itself the right to terminate the Supply Contract and/or call for fresh techno-commercial offers for further procurements. However, part of the orders placed by SELAN and supplies made by the bidder / supplier pursuant to the current tender shall be acceptable and paid for by the Company.

The decision of the Company shall be final and binding on the parties.

9.0 PERFORMANCE SECURITY BOND -

9.1.1 The successful bidder shall furnish to SELAN within 7 working days from the date of signing of contract, a Performance bond in the form of Bank Guarantee from an Indian Nationalized Bank/Scheduled Bank or any other Bank approved by SELAN for a sum of equivalent to 10% (Ten %) of the Contract Value as per the Company's standard proforma. This Performance Bank Guarantee shall be drawn in favour of Selan Exploration Technology Limited and shall be valid for 60 days beyond the end of last Defect Liability Period / Warranty Period. This Performance Bank Guarantee (PBG) will be revalidated by the Contractor before the expiry of 60 days in the event the services are not completed and/or Company gives variation for additional jobs.

- 9.1.2 The PBG shall be given on non-judicial stamp paper of requisite value from nationalized/scheduled commercial banks or any other Bank approved by SELAN.
- 9.1.3 In case the Contractor fails to submit within the above stipulated period or Contractor opts for retention of 10% of the Invoice value in lieu of PBG, SELAN shall retain 10% of the invoice value as retention money and shall returned to Contractor 60 days after end of last Defects Liability Period / Warranty Period. This retained amount will become payable provided the Contractor faithfully performs the entire Contract.

10.0 EMPLOYMENT OF OFFICIALS OF SELAN

Firms/Companies who have or had business relations with SELAN are advised not to employ serving employees without its prior permission. SELAN may decide not to deal with such firm(s) who fail to comply with this advice.

11.0 SIGNING OF CONTRACT

- 11.1 For signing of the Contract the **Bidder** shall depute their authorised representative within 15 days from the date of LOA along with the *Power of Attorney* in favour of the signatory.
- 11.2 The Contract against this tender will be governed in accordance with the above instructions to **bidders**.

12.0 PAYMENT

- 12.1 Normally, payment against the invoices of the **Contractor** shall be made after 30 (Thirty) days from the date of scrutiny and approval of invoice, of the undisputed amount of invoice. The disputed amount shall be paid after 30 (thirty) days from the date of settlement of the dispute, due to which the payment was not made within the stipulated time period.

13.0 OTHER INSTRUCTIONS AND TENDER CONDITIONS

- 13.1 Acceptance of offer by way of *Letter of Award* (LOA) by SELAN will be communicated by e-mail. In case where acceptance is communicated by e-mail, pending signing of formal contract, the instructions contained in the LOA should be acted upon immediately. With the issue of LOA, the contract shall be deemed to have been entered into. Contract shall mean and include all the contents of this tender document.
- 13.2 Bidder must review the Technical Specifications, Scope of work and ensure that the equipment/ material/ services being offered are as per specifications prescribed in this document. Bidder shall comply with the terms and conditions set forth in the Instructions to the Bidder while preparing and submitting the Proposal.
- 13.3 **Confidentiality Agreement**
(a) The Tender Documents shall be confidential.

- (b) The Confidentiality Agreement attached at Annexure I must be completed, signed and returned with the Form of Acknowledgement.

13.4 Alternatives and Contract Exceptions:

- (a) As a base line, Bidder proposal shall be in full conformity with the requirements as set out in the Tender Documents. If Bidder wishes to present alternatives, they may do so only after having duly complied with the requirements of the Tender Documents. Failure to provide such a base-line Proposal may lead to rejection of the Proposal.
- (b) If there are any alternatives to the tender specifications and/ or any exceptions to the terms and conditions of the Contract or any other part of this Tender Document that the Tenderer wishes to propose, they must be clearly stated in the format in article 18.0 of this document, giving specific reasons thereof. Tenderer must indicate clearly the effect, if any, these alternatives or exceptions may have on Tenderer's base Proposal (rate by which the prices or rates will be adjusted either up or down), and on Delivery Date. Company will review each alternative or exception on a case-by-case basis, but in no event shall Tenderer's base Proposal be automatically qualified by any such alternative or exception nor will the Company be obligated to accept any such alternatives/ exception. Any alternatives or exception to the proposed Contract expressed after Closing Date shall not be considered.
- (c) In reviewing the submitted Proposals, Company shall be under no obligation to discover or consider any alternatives or exceptions, if such alternatives or exceptions are not included in the Techno-Commercial Proposal as per the relevant format. In any event Company reserves the right to accept or reject any or all of the proposed alternatives or exceptions.
- (d) If an MSA exists with a service provider either with the Company or its Group entities, Supplier may opt to refer to the MSA terms in lieu of the General Terms and Conditions of this Tender document.

13.5 Bidder to Inform Itself Fully

- 13.5.1 Tender Documents: The Tenderer shall study the Tender Documents and generally obtain all information required to enable it to submit its Tender. Tenderer shall be deemed to have satisfied itself as to the correctness and sufficiency of its Tender prior to it being submitted.
- 13.5.2 Nature of Work: Attention is drawn to the need for the Bidder to fully satisfy itself in regard to the extent and nature of the works and the conditions under which the works will be carried out. It must also be fully aware of the conditions affecting the supply of labour, materials, and equipment and any other matter which may affect its' proposal. No claims on the ground of lack of knowledge in any respect will be entertained.
- 13.5.3 Operating Conditions: As per Conditions of Contract, bidder need to understand fully and to comply with all applicable law and regulations (applicable at present or which may applicable later on) for performance under proposed Contract.

13.5.4 Knowledge of Site Conditions: Bidder will be deemed to have knowledge of the area of operations and by its independent observations and enquiries to have fully informed and satisfied itself as to the nature of the area of operations, means of access, local facilities, climatic conditions, labour conditions and practices, local terrain conditions, local logistical requirements, any and all security, fire, safety explosives or other regulations, permissions which may affect the execution of the Works, all environmental concerns and conditions, the nature, extent and practicability of the Works and all matters whatsoever affecting the Tender.

14.0 Query Format

Should the Bidder have any queries, the same should be submitted to Company, preferably in electronic mail at the notified/ mentioned email address within the prescribed timeline, as an attachment in Microsoft Word format, by filling in the format as given below:

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

15.0 Deviations To The Tender Terms And Conditions

Any exceptions to Scope of Supply/ Work / Specification /Schedule/ Services the terms and conditions stated in the Tender shall be listed in the following format.

Sl. No.	Annexure, Clause Reference	Description as in the Tender	Exception Taken	Explanation/ Reason	Cost impact (+/-) and/ or effect on Delivery Date
	Commercial				
1					
2					
	Technical				
1					
2					

Alternative Proposal

After having submitted the Base Bid in accordance with the Tender requirements, bidders can submit the alternative(s) for Company's consideration as per the format below.

Sl. No.	Annexure, Clause Reference	Description as in the Tender	Alternative Proposal	Benefits of such Alternative, if any, to Company

Annexure I

CONFIDENTIALITY AGREEMENT

This confidentiality agreement (“**Agreement**”) is entered into as of this ● day of ●, 2023 (“**Effective Date**”) at _____, India:

BY AND BETWEEN

1. **Selan Exploration Technology Limited**, a company incorporated under the provisions of the Companies Act, 1956, listed on the BSE and NSE of India, having its office at Unit No. 2, Infocity, Tower II, Near Bank of Baroda, Gandhinagar – 382 009 and corporate office at Unit No. 1106, Tower-B, Millennium Plaza, Sector-27, Sushant Lok, Phase-1, Gurugram, Haryana-122002, India (hereinafter referred to as “**Company**” / “**Selan**”, which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its successors and permitted assigns); and
2. ●, a company incorporated under the laws of ● and having its registered office at ● (hereinafter referred to as “●”, which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its successors and permitted assigns);

The aforesaid are hereinafter collectively referred to as the “**Parties**” and individually as a “**Party**”.

When one Party discloses any Confidential Information (as defined below) to the other Party, then this Party shall be referred to herein as “**Disclosing Party**” and the other Party shall be referred to as “**Receiving Party**” or the Recipient

WHEREAS

- a) Selan is engaged in the business of exploration and production (E&P) of Oil and Natural Gas in India.
- b) ● is an <introduction of other party>
- c) The Parties are sharing some of its Confidential Information with each other from different oil and gas fields for the sole purpose of different technical studies and services related to subsurface and operations.
- d) The Disclosing Party wants to protect the confidentiality of the information made accessible to the Recipient and desires that the Recipient shall not breach the confidentiality and shall not disclose, sell, trade, publish, or otherwise disclose to anyone in any manner whatsoever the confidential information, specifically in a way that adversely impacts the interests of the Disclosing Party
- e) The Recipient acknowledges and confirms that all information provided in relation to the Purpose, on or after the date of this Agreement, shall be treated as confidential and shall not be used, disclosed, sold, assigned, traded, published, or otherwise disclosed by the Recipient for any purpose other than the purpose specifically agreed under this Agreement.

NOW THEREFORE IT IS HEREBY AGREED BY AND AMONGST THE PARTIES AS FOLLOWS:

1. **DEFINITIONS AND INTERPRETATION**

1.1. **Definitions**

In this Agreement, unless the subject or context otherwise requires, the following words and expressions shall have the following meanings:

“**Affiliate**” with respect to any specified Person shall mean any other Person that:

- (a) directly or indirectly through one or more intermediaries, controls or is Controlled by or is under common control with such specified Person; In this definition, the term “control” (including, but not limited to, its correlative terms “controlled by” and “under common control with”) shall include the right to appoint a majority of the directors or to control the management or policy decisions exercisable by a person or persons acting individually or in concert, directly or indirectly, including, but not limited to, by virtue of their shareholding or management rights or shareholders agreements or voting agreements or in any other manner.

“**Confidential Information**” shall mean data pertaining to geological, geophysical, geochemical, petrophysical, engineering, well logs, maps, cores, cuttings and production data as well as all interpretative and derivative data, including reports, analyses, interpretations, evaluation and all information provided or to be provided by the Disclosing Party including without limitation any confidential, non-public or proprietary information provided or disclosed on or after the date of this Agreement to the Recipient in accordance with this Agreement and in relation to the Purpose and shall include without limitation:

- (i) all copies, notes, analyses, studies, memoranda, compilations, or other documents, both in digital and non-digital format which contain, in whole or in part, the information furnished with respect to the Purpose (as defined in this Clause 1.1 below)
- (ii) any information identified as being ‘privileged’ or ‘confidential’,

and shall be deemed to include all information, irrespective of the method of communication being by way of, but not limited to written documents, disks and electronic mail.

“**Effective Date**” shall mean the date first above written.

“**Person**” shall mean any natural person, firm, company, governmental authority, joint venture association, partnership or other entity (whether or not having a separate legal personality).

“**Purpose**” shall mean the purpose for which the Confidential Information shall be disclosed by the Disclosing Party to the Recipient and shall mean to enable the Recipient to utilize such Confidential Information disclosed to recipient to carry out the assessment and analysis of objective of this study for sand management.

1.2. Interpretation

Save where the context otherwise requires in this Agreement:

- (i) Words importing the singular shall include the plural and vice versa where the context so requires;
- (ii) References to any law shall include such law as from time to time enacted, amended, supplemented or re-enacted;
- (iii) Reference to any gender shall include a reference to all other genders;
- (iv) References to the words “include” or “including” shall be construed without limitation;
- (v) References to this Agreement or any other agreement, deed or other instrument or document shall be construed as a reference to such agreement, deed or other instrument or document as the same may from time to time be amended, varied, supplemented or novated; and
- (vi) The headings and titles in this Agreement are indicative and shall not be deemed part thereof or be taken into consideration in the interpretation or construction of the Agreement.

2. CONFIDENTIALITY OBLIGATIONS

2.1. Confidentiality Obligations

- (a) Subject to Table 2.1(d) below, the Disclosing Party agrees to make available to the Recipient, all information reasonably requested by the Recipient, in relation to the Purpose of the Agreement.
- (b) The Recipient acknowledges that any use of Confidential Information received by the Recipient, if used by the Recipient for any purpose other than the Purpose agreed in this Agreement, could materially and adversely affect the Disclosing Party and result in significant losses for the Disclosing Party.
- (c) This Agreement is personal in nature, and neither Party may directly or indirectly assign or transfer it by operation of law or otherwise without the prior written consent of the other Party, which consent will not be unreasonably withheld. All obligations contained in this Agreement shall extend to and be binding upon the Parties to this Agreement and their respective successors, assigns and designees.
- (d) Having understood the above, the Recipient agrees and undertakes that it shall:
 - i) treat the Confidential Information provided to it by the Disclosing Party as confidential and not disclose such information, to any Person other than as permitted under this Agreement;
 - ii) use the Confidential Information solely for the Purpose agreed in this Agreement and not for any other purpose;
 - iii) make all inquiries and other communications in relation to and on the basis of the Confidential Information on a confidential basis directly to the Disclosing Party or agents of the Disclosing Parties specified by it to the Recipient in writing.

Accordingly, the Recipient agrees not to directly or indirectly contact or communicate with any Person other than the Disclosing Party or an authorized agent of the Disclosing Party in relation to the Confidential Information or to seek any information in connection therewith from such Person, without the express written consent of the Disclosing Party;

- iv) strictly adhere to all the terms of this Agreement and apply no lesser security measures to protection of the Confidential Information than it applies to its own confidential information; and
 - v) not make any statement or announcement to any third parties about the Purpose or the arrangements contained in this Agreement, except as otherwise permitted by this Agreement.
- 2.2. The Parties hereby agree that the obligations of confidentiality on the Recipient under this Agreement shall not apply to information: (a) that is in the possession of the Recipient on the date of this Agreement other than due to the disclosure of such information by a Disclosing Party; (b) that, subsequent to its disclosure hereunder, becomes publicly available to the Recipient without any violation of this Agreement by the Recipient or its Representatives; (c) approved for public release by prior written consent of the Disclosing Party in terms of this Agreement;.
- 2.3. The Parties hereby agree that the obligations of confidentiality as contained in this Agreement shall not apply to any Confidential Information that the Recipient is required to disclose for complying with any applicable law or the order of any court of law or governmental authority.
- 2.4. The Recipient agrees and undertakes that, without prejudice to the foregoing provisions, it shall not use the Confidential Information for any purpose whatsoever other than the Purpose agreed in this Agreement.

3. DERIVED CONFIDENTIAL INFORMATION

- 3.1. All interpretative and derivative data, including reports, analyses, interpretations and evaluation prepared from or out of Confidential Information is hereinafter referred to as "**Derived Confidential Information**" and shall also constitute Confidential Information.
- 3.2. The Recipient shall have the right to make use of Derived Confidential Information for the Purpose and for its own internal use and shall not sell, assign or trade Derived Confidential Information.
- 3.3. Recipient shall not disclose the Derived Confidential Information to anyone other than employees, officers and directors of Recipient and its Affiliated Companies or those persons to whom the Confidential Information may be disclosed pursuant to this Agreement without the prior written consent of Disclosing Party.
- 3.4. Recipient shall be allowed to retain such Derived Confidential Information for its own use and shall not use such Derived Confidential Information for sale or any other purpose.

4. NON-EXCLUSIVE DISCLOSURE OF CONFIDENTIAL INFORMATION

The disclosure of Confidential Information to Recipient is non-exclusive and Disclosing Party may disclose the Confidential Information to others at any time.

5. PERMITTED DISCLOSURE BY RECIPIENT

- 5.1. Recipient may disclose Confidential Information to the extent the Confidential Information must be disclosed under applicable law or by a governmental order, decree, regulation or rule or by order of any competent court, provided that Recipient shall give prompt written notice to Disclosing Party prior to such disclosure and so far as is practicable to do so the Recipient shall consult with the Disclosing Party prior to such disclosure with a view to agreeing its timing and content.
- 5.2. Recipient may disclose Confidential Information without the prior written consent of Disclosing Party to the following persons to the extent necessary and required for the performance of their duty for fulfilling the Purpose:
- 5.2.1. employees, officers, and directors of Recipient;
 - 5.2.2. employees, officers, and directors of an Affiliated Company of Recipient ("**Affiliated Company**" means any company or legal entity that controls, or is controlled by, or that is controlled by an entity that controls, a Party. "Control" means the direct or indirect ownership of fifty (50) percent or more of the voting rights in a company or other legal entity.);
 - 5.2.3. any consultant or agent retained by Recipient or its Affiliated Company;

Prior to making any disclosures to persons under Article 5.2.2, Article 5.2.3, however, the Recipient shall obtain an undertaking of confidentiality and restricted use substantially in the same form and content as this Agreement, from each such person, provided, however, that in the case of outside legal counsel, the Recipient shall only be required to procure that such legal counsel is bound by an obligation of confidentiality and provide promptly a copy of such undertaking of confidentiality to Disclosing Party.

6. RETURN OF CONFIDENTIAL INFORMATION

- 6.1. Disclosing Party may demand the return of the Confidential Information, except Derived Confidential Information, at any time upon giving written notice to Recipient, within 30 (thirty) days of receipt of such notice, the Recipient shall return or destroy all Confidential Information supplied to the Recipient by the Disclosing Party and destroy or permanently erase (to the extent technically practicable) all copies of such Confidential Information made by the Recipient and use its reasonable endeavors to ensure that anyone to whom the Recipient as supplied any such Confidential Information destroys or permanently erases (to the extent technically practicable) such Confidential Information and any copies made by them, in each case save to the extent that the Recipient are required to retain any such Confidential Information by any applicable law, rule or regulation or by any competent judicial, governmental, supervisory or regulatory body.

7. TERM AND TERMINATION

- 7.1. This Agreement shall be effective for Three years from Effective Date unless otherwise terminated.
- 7.2. In addition to the rights of the parties established by the underlying Agreement, if Recipient has materially breached any of its obligations under this Agreement, Disclosing Party, shall have the right to:
- 7.2.1 require Recipient to return or caused to destroy Confidential Information other than the Derived Confidential Information, immediately

7.2.2 terminate the Agreement immediately, if the breach is not cured within 15 days of notice to be given under this clause of 7.2.

Provided, that before exercising any of the options from Article 7.2.1 to Article 7.2.2, Disclosing Party shall give a written notice of its intention to Recipient.

- 7.3. Recipient shall develop, implement, maintain and use appropriate administrative, technical and physical security measures to preserve the confidentiality, integrity and availability of all electronically maintained or transmitted Confidential Information received from, or on behalf of, Disclosing Party.
- 7.4. Notwithstanding the foregoing, the obligation of the Recipient to hold in confidence Confidential Information as defined in this Agreement shall survive any termination and/or expiration of this Agreement.
- 7.5.
 - acknowledges that during the term of this agreement with the Selan, it may have access to some unpublished price sensitive information of Selan (or some of the Confidential Information may qualify as unpublished price sensitive information).
 - acknowledges that neither the Receiving Party nor its Representatives, subsidiaries, affiliates, group companies or other similar connected person shall indulge themselves in any insider trading activities and shall comply with the applicable laws, including the Securities and Exchange Board of India (Prohibition of Insider Trading) Regulations, 2015 as amended from time to time (“SEBI Insider Trading Regulations”). Without limiting the generality of the above, ● hereby agrees that, if it is exposed to any unpublished price sensitive information, ● shall not trade or deal in Selan’s securities or any financial product relation thereto, or cause any other person to deal in, procure or trade in any financial products or securities, in contravention of the SEBI Insider Trading Regulations.
 - shall not, give trading advice of any kind about Selan or disclose any material, non-public information to anyone else who might then trade; or recommend to anyone that they purchase, sell or deal in Selan’s securities.

8. INDEMNITY

- 8.1. Both Parties acknowledge that the Confidential Information to be disclosed is of a unique and valuable character, and that the unauthorized dissemination of the Confidential Information would destroy or diminish the value of such information. The damages to Disclosing Party that would result from the unauthorized dissemination of the Confidential Information would be impossible to calculate. Therefore, both Parties hereby agree that the Disclosing Party shall be entitled to injunctive relief preventing the dissemination of any Confidential Information in violation of the terms hereof. Such injunctive relief shall be in addition to any other remedies available hereunder, whether at law or in equity. Recipient shall defend and hold Disclosing Party harmless from all claims, liabilities, damages, or judgments involving a third party, including costs and attorney fees, which arise as a result of use of or reliance upon the Confidential Information by the Recipient or any other person or entity to whom Confidential Information may be disclosed pursuant to this Agreement.

9. GOVERNING LAWS AND JURISDICTION

This Agreement shall be construed in accordance with and governed by the laws of India. In the event, any dispute among the Parties, arising out of or in connection with this Agreement cannot be resolved between Parties, the dispute shall be then referred to and finally resolved by a sole arbitrator in accordance with the Arbitration and Conciliation Act, 1996 or any statutory modifications or re-enactment thereof. The venue for the arbitration shall be New Delhi.

10. MISCELLANEOUS PROVISIONS

10.1. General Restrictions

This Agreement is personal to the Parties and shall not be assigned or otherwise transferred in whole or in part by any Party without the prior written consent of the others.

10.2. Liability for Breach

Without prejudice to any other rights or remedies that a non-defaulting Party may have against any other Party who is in breach of the terms and conditions of the Agreement (the 'defaulting Party'), the defaulting Party acknowledges and agrees that damages alone may not be an adequate remedy for any breach by it of the provisions of this Agreement and that, accordingly, the non-defaulting Party shall be entitled without proof of special damage to seek the remedies of injunction, specific performance and other equitable relief for any such breach by the defaulting Party

10.3. Limitation of Liability:

The liability of the Parties to each other for breach of this Agreement shall be limited to direct actual damages and such equitable relief as may be granted under this Agreement. Parties shall not be liable to each other for any other damages, including loss of profits or business interruptions, or indirect, incidental, consequential, special, exemplary or punitive damages. Recipient acknowledges and agrees that Disclosing Party may be irreparably harmed by the breach of the terms of this Agreement and damages may not be an adequate remedy. Disclosing Party shall be entitled to seek an equitable relief or an injunction or specific performance for any threatened or actual breach of the provisions of this Agreement by the Recipient or any other person receiving Confidential Information pursuant to this Agreement.

10.4. Reservation of Rights

No forbearance, indulgence or relaxation or inaction by any Party at any time to require performance of any of the provisions of this Agreement shall in any way affect, diminish or prejudice the right of such Party to require performance of that provision and any waiver or acquiescence by any Party of any breach of any of the provisions of this Agreement shall not be construed as a waiver or acquiescence of any right under or arising out of this Agreement, or acquiescence to or recognition of rights and/or position other than as expressly stipulated in this Agreement.

10.5. Cumulative Rights

All remedies of the Parties under this Agreement whether provided herein or conferred by statute, common law, equity, custom, trade, or usage are cumulative and not alternative and may be enforced successively or concurrently.

10.6. Severability

If any provision of this Agreement or the application thereof to any Person or circumstance is held to be illegal, invalid or unenforceable to any extent, the remainder of this Agreement and the application of such provision to Persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby, and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law. Any invalid or unenforceable provision of this Agreement shall be replaced with a provision which is valid and enforceable and most nearly reflects the original intent of the unenforceable provision.

10.7. Notice

All notices under this Agreement shall be in writing, sent by email or first-class registered or recorded delivery post to the Party being served at its address specified above or at such other address of which such Party shall have given notice aforesaid and marked for the attention of that Party's signatory to this Agreement (or such other person as notified to the other Party). Delivery of all communications to be addressed as follows:

For the Disclosing Party

Attn : Mr. Rajeev Tirupati
Address : 8th Floor, Imperia Mindspace, Golf Course Extension Road, Sector –
62, Gurgaon – 122 102, Haryana
Telephone No: 0124-4067080
E-mail : rajeev.tirupati@selanoil.com

For Recipient:

Attn: ●
Address: ●
Telephone No: ●
E-mail: ●

10.8. **Amendments**

No modification or amendment to this Agreement and no waiver of any of the terms or conditions hereof shall be valid or binding unless made in writing and duly executed by all the Parties.

10.9. **Entire Agreement**

This Agreement constitutes the entire understanding and agreement between the Parties with respect to its subject matter and supersedes all prior written or oral understandings, agreements and deeds relating to it and the provisions of this Agreement shall not be modified, waived or amended except in writing executed by both Parties.

10.10. **Relationship**

None of the provisions of this Agreement shall be deemed to constitute a partnership between the Parties hereto and no Party shall have any authority to bind or shall be deemed to be the agent of the other in any way.

10.11. **Costs**

Each Party shall bear its own costs in relation to this Agreement.

10.12. **Disclosure**

Neither Party shall make, or permit or procure to be made or solicit or assist any other Person to make any announcement or disclosure of the contents of this Agreement except to the extent permitted by this Agreement.

10.13. **Counterparts**

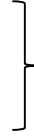
This Agreement may be signed in any number of counterparts, each of which shall be deemed an original and which, when taken together, shall constitute one and the same instrument. Delivery of an executed signature page to this Agreement by either Party by electronic transmission will be as effective as delivery of a manually executed copy of the Agreement by such Party.

IN WITNESS WHEREOF, the Parties have entered into this Agreement the day and year first above written.



General Manager
Selan Exploration Technology
Limited

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-
-



PART - II

BID EVALUATION CRITERIA

BID EVALUATION CRITERIA

1.0 Technical Evaluation

Bidders should meet the following criteria below and meet the technical criteria specified in below:

Bidder should have executed atleast two Contracts for Supply of Gas Compression and Processing Package on Rate Contract / EPC / BOO basis in last 5 years

Note: The awarded work shall be supervised by SELAN team and an independent appointed 3rd party shall ensure quality contract of the work done by the Bidder.

2.0 Financial Evaluation

Bidders should meet the following criteria below and meet the financial criteria specified in below:

- a) Turnover shall not be less than US Dollars 1.00 MM | Indian Rupees Eight (8) Crores in any of the last 3 preceding financial years (2022-2023, 2021-2022, 2020-2021) or calendar years (2020, 2021, 2022).
- b) Net Worth shall be Positive.

3.0 PRICE EVALUATION

- (i) Bids shall be evaluated on all in cost basis, i.e. inclusive of withholding tax & GST as detailed out in Exhibit C – Compensation Schedule. Job shall be awarded to the techno commercially qualified lowest cost bidder in either of the option quoted for.
- (ii) Prices may be loaded for retained terms and conditions as per COMPANY norms.
- (iii) COMPANY reserves the right to conduct negotiations.
- (iv) Bidders to submit financial details of their organization as per Attachment 1 to this document.

Attachment 1

Bidder Details

The Supplier should also furnish the under mentioned information as part of proposal

- a. Name of the Bidding / Contracting Entity, address, telephone nos.
- b. E-mail Address
- c. Name of the Contact Person Telephone/Mobile No.
- d. Name of the Bank (with full Address) :
FOR PAYMENT IN INR

SWIFT CODE :

FOR PAYMENT IN USD

SWIFT CODE : ,
IFSC CODE:
- e. Bank Account No. (Enclose an unsigned cheque duly cancelled)
- f. PAN No.
- g. TIN No. / Sales Tax No. :
- h. GST No : :
- i. CIN : :
- j. EPF Code : :
- k. ESIC No. : :
- l. Indicated the % TDS applicable for service contract with supporting evidence
2% (Table- 194 JA, Technical Services)

Note:- Suitable documentary evidence in respect of Sr No : e, f, g, h, l and j are required to be enclosed.

- M. Bidder to provide the following documents along with the bid :
 - ITR acknowledgement of last FY. (Mandatory now to avoid deduction of TDS at a higher rate)
 - Last audited Financial Statement and current Financial Statement
 - Last 3 years' working cap / Turnover certificate

PART - III

GENERAL TERMS & CONDITIONS

CONFIDENTIAL

DRAFT CONTRACT

FOR

**SUPPLY OF GAS COMPRESSION
AND
PROCESSING PACKAGE
AT
BAKROL
LOCATED IN CAMBAY BASIN, GUJARAT**

CONTRACT REFERENCE NO: [INSERT]

FORM OF AGREEMENT

THIS AGREEMENT is made on ____ 2023

BETWEEN

1. **Selan Exploration Technology Limited**, a company incorporated under the provisions of the Companies Act, 1956, listed on the BSE Limited and NSE, having its principal place of business at 8th Floor, Imperia Mindspace, Golf Course Extension Road, Sector – 62, Gurgaon – 122 102, Haryana (hereinafter referred to as “Company”, which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its successors and permitted assigns); and
2. **M/s. _____**, a company incorporated under the laws of _____ and having its registered office at _____ (hereinafter referred to as the “Supplier”, which expression, unless the context requires otherwise, shall include its successors and permitted assignees).

(The Company and the Consultant are jointly referred to as “Parties” and individually as “Party”.)

RECITALS

Whereas:

- A. The Company, inter alia, is in the business of exploration and production of oil and natural gas in India;
- B. The Company requires the Contractor to Supply Gas Compression & Processing Package for Bakrol Field, located in Cambay Basin, Gujarat as covered in Exhibit B - Scope of Work.

AND WHEREAS the Contractor represents that it is fully experienced, technically qualified, capable and willing to execute the work subject to and in accordance with the documents referred to in Exhibit B hereof. It is essential to the Company that the entire work as in Exhibit B – Scope of Work is completed by Completion Date to meet the Company’s business objectives in a timely manner.

NOW IT IS HEREBY AGREED as follows:

1. The following documents (hereinafter called “the Contract”) shall be read as one and shall constitute the entire express agreement between the parties with respect to the work and shall prevail over and supersede all prior agreements, understandings, statements, commitments and communications between the parties hereto with respect to the work, and neither party shall be bound by any of the foregoing not appearing in or incorporated by specific reference into the Contract:

this FORM OF AGREEMENT;
Exhibit A: General Terms and Conditions
Exhibit B: Scope of Work
Exhibit C: Compensation Schedule and Annexure

2. No amendment or addition to the Contract shall be binding on the parties hereto unless in writing and signed on behalf of each of the parties by their duly authorised agents.

3. The Supplier covenants with the Company to diligently execute and complete the supplies in all respects in accordance with the Contract.
4. In consideration of the foregoing the Company covenants with the Supplier to pay the Supplier the sum or sums due at the times and in the manner stated in the Contract.
5. The Contract shall be governed by and construed in accordance with the laws of India and in event of any dispute relating thereto the parties hereto submit to the arbitration as per the General Conditions of Contract. Subject to arbitration, exclusive jurisdiction shall be of the Courts of New Delhi, India.

IN WITNESS whereof the Company and the Supplier have caused this Contract to be signed for and on their behalf by the signatories hereto who have been duly authorised to do so by the Company and the Supplier respectively.

**FOR AND ON BEHALF OF SELAN
EXPLORATION TECHNOLOGY LTD.
(COMPANY)**

FOR AND ON BEHALF OF

(SUPPLIER)

Signature:

Name :
Title :
Date :

Signature:

Name :
Title :
Date :

EXHIBIT A: GENERAL TERMS AND CONDITIONS

1.0 DEFINITIONS

1.1 For the purposes of the Contract, except where expressly stated to the contrary, the following words in title case shall have the meanings hereby assigned to them:

"Affiliate" of a Party means any entity which, directly or indirectly, through one or more intermediaries, controls or is controlled by, or is under common control with that Party, where control is the possession, directly or indirectly, of the power to direct or cause the direction of the management or operating policies of the entity through the exercise of voting rights, contract, trust.

"Approval" means approval by the Company in writing.

"Approved" means approved by the Company in writing.

"Applicable Law" means the laws governing the Contract as set out in Article 35.0 of the Conditions of Contract.

"Amendment" means any modification of the Contract (not a Variation) agreed in writing by the duly authorised representatives of the parties.

"Certificate of Compliance" means a written certificate substantially in the form set out in Attachment 8 of these Conditions of Contract, signed on behalf of the Contractor by a duly authorised director or officer who has had direct involvement with or oversight of the performance of the Contractor's obligations under the Contract confirming compliance by the Contractor throughout the preceding calendar year with the representations, warranties and covenants set out in Article 33.0 of the Conditions of Contract

"Claims" means claims, liens, judgements, penalties, awards, remedies, debts, liabilities, damages, demands, costs (including legal costs), losses, expenses or causes of action, of whatever nature, including without limitation, those made or enjoyed by dependants, heirs, claimants, executors, administrators, successors, survivors or assigns.

"Commissioning" means shall mean the activities including, Performance Guarantee Test Run (as applicable), following completion of pre-Commissioning of the all the good and equipment so as to achieve and complete the Scope of Work, and the Contractor demonstrates the laid down performance standards in accordance with the Contract and a Commissioning Certificate is issued by the Company to the Supplier within a reasonable time as documentary evidence of successful commissioning of the Goods.

"Company" means SELAN EXPLORATION TECHNOLOGY LIMITED, together with its successors and assignees.

"Company Designated Assistant Representative" means the person or persons notified to the Contractor in accordance with Article 4.0.

"Company Designated Representative" means the persons notified to the Contractor in accordance with Article 4.0.

"Company Group" means the Company, the Coventurers, their Affiliates and its or their other contractors or sub-contractors or any and all tiers and its or their respective agents, directors, officers and employees.

"Company Provided Data" means all drawings, specifications, documentation, data or other information provided to the Contractor referenced in Exhibit B (Scope of Work).

"Company Provided Items" means all items of materials and equipment supplied by or on behalf of the Company to the Contractor.

"Completion Certificate" shall mean certificate evidencing successful Commissioning of the Onshore facilities in accordance with the Contract;

"Contract" and all subsequently issued Amendments means the documents more fully described in the Form of Agreement as forming the Contract.

"Contract Price" means the total sum payable to the Contractor in accordance with Exhibit C (Compensation Schedule) as that sum is increased or decreased in accordance with the provisions of the Contract, including but not limited to the exercise of any options under the Contract.

"Contract Rates" means the rates, prices or sums stated in Exhibit C (Compensation).

"Contractor" means [INSERT CONTRACTOR'S NAME] and its successors and permitted assignees.

"Contractor Designated Assistant Representative" means the person or persons notified to the Company in accordance with Article 4.0.

"Contractor Designated Representative" means the person notified to the Company in accordance with Article 4.0.

"Contractor Group" means the Contractor, its co-licensees, Affiliates and its or their Sub-Contractors of any and all tiers and its or their respective agents, directors, officers and employees.

"Contractor's Personnel" means the personnel employed, engaged or provided by or on behalf of the Contractor and the Contractor's Sub-Contractors, under the Contract in connection with the performance of the Work.

"Contractor Provided Items" means all items of goods, materials, including consumables, plant and equipment, excluding Company Provided Items, required to be incorporated into the Onshore Facilities and required for the Work and procured, supplied and delivered to any Site by the Contractor or any Sub-Contractor as the case may be.

"Coventurers" means the coventurers of the Company under this Contract as notified by the Company to the Contractor from time to time.

"Defect" means any discrepancy, deficiency, error or omission in the Work or any part of the Work.

"Defects Liability Period" / "Warranty Period" means the period stated in Article 14.5.

"IFAT" means Integrated Factory Acceptance Test which shall take place after the completion of FAT and before the commencement of the SIT, as more fully described in Exhibit B (Scope of Work).

"Effective Date" means [DATE TO BE INCORPORATED IN THE CONTRACT].

"Equipment" means all vehicles, vessels, lifting equipment, appliances, plant, instruments, tools, apparatus and all other items used by the Contractor for the performance of the Work.

"FAT" means Factory Acceptance Test which shall take place upon completion of fabrication and hot work activities, as more fully described in Exhibit B (Scope of Work).

"Final Acceptance Certificate" means the certificate issued by the Company to the Contractor in accordance with Clause 14.17

"Force Majeure" has the meaning given to it in Article 23.0.

"Goods" means the deliverable items to be provided by CONTRACTOR in accordance with Scope of Work.

"Independent Verification Authority" means such independent verification company and as the Company may appoint and notify to Contractor to provide independent verification of the Work.

"Key Data" means the data which is listed in Exhibit B (Scope of Work), of the Contract and provided by the Company.

"Key Personnel" means those persons employed or engaged by the Contractor or any Sub-Contractor identified in Clause 11.10.

"Legislation" means all statutes, statutory instruments, laws, bye-laws, decrees, international or domestic regulations, which are relevant to the Work and which are in effect at the date of award of the Contract or which came in to effect thereafter (but before the actual date for completion of the Work) and of which a competent, qualified and experienced Contractor, providing services for oil/gas field developments could reasonably have been expected to be aware.

"Milestones" means the schedule milestones as set out in Exhibit C (Milestone, Milestone Dates and Liquidated Damages).

"Non Key Data" means all Company Provided Data, excluding Key Data.

"Party" means the Company or the Contractor, as relevant.

"Parties" means the Company and the Contractor.

"Payment Milestones" means those milestones as set out in Exhibit C (Milestone, Milestone Dates and Liquidated Damages).

"Pre-commissioning" means the testing, checking and other requirements as specified in the Scope of Work (Exhibit B) that are to be carried out by the Contractor in preparation for Commissioning as provided in the Contract.

"Programme" means the programme for the performance of the Work as defined by Exhibit B (Scope of Work).

"Prohibited Payment" means any payment, gift, promise or anything of value or advantage to or for the use or benefit of (i) any public official or any political party or political party official or candidate for office or (ii) any officer, director, employee or other agent or representative of any person or entity as an inducement or reward for taking or omitting to take any action in respect of such person's or entity's business or affairs, in either case where such payment, gift, promise or advantage would violate any Applicable Law.

"Project" means the [mention project name] and more fully described in Exhibit B (Scope of Work), for which the Work under this Contract is being performed.

"Project Property" means any material, component, parts, machinery, fixtures, equipment and any other property destined to become part of the completed Facilities / Onshore Facilities, or used up or consumed in the completion of the Work, including all temporary works, plant, equipment, machinery, (excluding plant, equipment, vessels and machinery owned, supplied, hired, chartered or borrowed by the Contractor Group for the performance of the Work), material, outfits and all property associated therewith whether such items are intended to form a permanent part of the above sea surface / land Surface Facilities or not.

"Onshore Facilities" means the Project's facilities, all the equipment and supplies, pipeline to be engineered, procured, fabricated, installed and constructed, tested, pre-commissioned and commissioned on land in accordance with Exhibit B (Scope of Work).

"Provisional Acceptance Certificate" means the certificate issued by the Company to the Contractor in accordance with Clause 14.1.

"Remedial Work" means retrieval, re-performance, reconstruction, repair, rectification, replacement, re-installation or other action necessary to remedy a Defect.

"Representatives" means shareholders, officers, directors, employees and agents or any other person acting on behalf of (as applicable) the Contractor, the Contractor's Affiliate, Sub-Contractor or Sub-Contractor's Affiliate.

"Resources" means all personnel, equipment, services, accommodation, vessels, computer hardware and software and other items provided by or on behalf the Contractor, in order to perform

the Work.

"Site" means the premises, property, land, seabed, facility and other places on, under, in or through which the Work or any part of the Work is to be performed or where Equipment, material, supplies or other items are being obtained, stored or used for the purposes of the Contract.

"Sub-Contract" means any contract between the Contractor and any third party or between a Sub-Contractor of any tier and a third party for the performance of any part of the Work (including purchase orders placed with suppliers/vendors for the provision of goods and materials) and "to Sub-Contract" and "Sub-Contracted" shall be construed accordingly.

"Sub-Contractor" means any party (other than the Contractor) to a Sub-Contract.

"Third Party Inspection Agency" means such independent inspection company and as the Company may appoint and notify to Contractor to provide inspection of the Work.

"US Dollar or US\$" means a United States Dollar, the currency of United States of America.

"Variation" means any addition, omission or change in the Work authorised by a Variation Order.

"Variation Order" means the document issued by the Company to the Contractor authorising a Variation or any other matter described in Article 18.0.

"Variation Proposal" means the document issued by the Contractor to the Company requesting a Variation.

"Verification Period" means the period during which Contractor is required to verify Non Key Data in accordance with Exhibit B (Scope of Work.)

"Wilful Misconduct" means any intentional, conscious or reckless disregard of any provisions of the Contract by any employee in a senior management position of any party in the exercise of any function, authority or discretion conferred upon respectively such party thereunder, but shall not include any error of judgement or mistake made in the exercise in good faith of any function, authority or discretion vested in or exercisable by any such employee, or by any other personnel, agent or contractor of the party in question.

"Work" means all work to be performed by the Contractor under the Contract.

1.2 The nomenclature used in the structure of these Conditions of Contract is as follows:

- 1.0 **ARTICLE** - referenced as Article 1.0
- 1.1 Clause - referenced as Clause 1.1
 - 1.1.1 Clause – referenced as Clause 1.1.1
 - a) Clause - referenced as Clause 1.1.1a)
 - (i) Clause- referenced as Clause 1.1.1a) (i)

1.3 All references in these Conditions of Contract to Article and Clause numbers are to Articles and Clauses in such Conditions of Contract unless stated to the contrary.

1.4 The terms defined under Clause 1.1 shall include the singular and the plural, as the context requires.

2.0 CONTRACTOR'S KNOWLEDGE OF THE WORK AND SUFFICIENCY OF CONTRACT RATES

2.1 The Contractor shall be deemed to have obtained for itself prior to entering into the Contract a full understanding of: -

- 2.1.1 the nature and extent of the Project and the Work, including but not limited to the project management, supervision, engineering and procurement services, Company Provided

- Items, the obtaining of consents, permits, licences and authorisations, fabrication, testing, installation, pre-commissioning and commissioning support and all other necessary services, personnel, labour, Contractor Provided Items, Equipment and supplies required for the performance of the Work;
- 2.1.2 the conditions, both general and local, including where applicable, ground, seabed, climatic, subsea, subsoil, sea, tides and seasons, local geology, meteorology, wrecks, other water and weather and environmental conditions and all other matters which could affect the progress or performance of the Work;
- 2.1.3 the supply and conditions affecting the availability and quality of Resources;
- 2.1.4 the Indian Legislation requirements and formalities related to importation and exportation of materials, Equipment, vessels and the like.
- 2.1.5 the Indian Legislation requirements for valid visa and work permits for Contractor Personnel working in India.
- 2.1.6 all other information as to risks, contingencies or other circumstances which could affect performance of the Work; and
- 2.1.7 all access, navigational, operational, Indian Legislation and other requirements, restrictions and charges that may be imposed by any harbour or dock authority relative to and/or affecting the performance of the Work.
- 2.2 Any failure by the Contractor to take account of matters which affect the Work shall not relieve the Contractor from its obligations under the Contract.
- 2.3 The Contractor shall be deemed to have satisfied itself prior to entering into the Contract as to the correctness and sufficiency of the Contract Price which, except as otherwise expressly provided in the Contract, shall cover the performance by the Contractor of all its obligations under the Contract and include all overheads, finance charges on capital employed, taxes, profit, costs, charges and other expense of every kind.
- 2.4 Any part of the Work not expressly referred to in the Contract but inherently necessary to complete the Work shall be carried out by the Contractor and shall be included in the Contract Price.
- 2.5 The Contract Price is fixed, not subject to any escalation for any reason and shall not be changed except by a Variation Order and/or Amendment.
- 2.6 Verification of Data
- 2.6.1 The Contractor shall as required by the Contract, check the correctness, accuracy and sufficiency of all Non Key Data before acting on it. If there are no specific requirements to check in the Contract, the Contractor shall carry out such checking as would be carried out by a reasonably competent, qualified and experienced contractor carrying out work similar to the Work. The Contractor shall forthwith bring to the Company's attention any matter which, in the opinion of the Contractor, appears to be an error, deficiency, omission, discrepancy, ambiguity or contradiction in the Non Key Data or in the Contract or any conflict between the Contract or such Non Key Data and Legislation. The Company shall review any such matter and if necessary shall issue an instruction to the Contractor. The Company shall not be liable to make any additional payment nor to grant any extension of time for performance of the Work to the extent that any additional costs, expenses or delay has arisen due to any Company instruction issued hereunder.
- 2.6.2 In accordance with Clause 2.2, the Contractor shall verify Non Key Data during the Verification Period. The Contractor shall forthwith bring to the Company's attention any matter which, in the opinion of the Contractor, appears to be an error, deficiency, omission, discrepancy, ambiguity or contradiction in such Non Key Data or in the Contract or any conflict between the Contract or such Non Key Data and Legislation.
- 2.6.3 The Company shall review any such matter and shall issue a Variation Order in accordance with Article 18.0 if necessary. Should the Contractor fail to bring such a matter to the Company's attention within the Verification Period the Company shall be entitled to review any such matter and if necessary issue an instruction to the Contractor but the Company shall not be required to issue

and Contractor shall not be entitled to receive a Variation Order in accordance with Clause 18 and the Company shall not be liable to make any additional payment nor to grant any extension of time for performance of the Work to the extent that any additional costs, expenses or delay have arisen.

- 2.6.4 The Company shall not be liable to make any additional payment nor to grant any extension of time for performance of the Work to the extent that any additional costs, expenses or delay has arisen because of the Contractor's failure to comply with Clause 2.6.
- 2.6.5 Notwithstanding the foregoing, Contractor shall not be responsible for the correctness, and accuracy of the Key Data nor for any error, deficiency, omission discrepancy, ambiguity, or contradiction in the Key Data or for any malfunction of Contractor Provided Items resulting from incorrect or inaccurate Key Data or from any error, deficiency, omission discrepancy, ambiguity, or contradiction in the Key Data. The Company shall be responsible for the correctness, and accuracy of the Key Data and shall be liable to make additional payment and/or grant any extension of time for the performance of the Work to the extent that any additional costs, expenses or delay are due to changes to the Key Data or any inaccuracy, error, deficiency, omission, discrepancy, ambiguity, or contradiction in the Key Data.
- 2.7 Where the Company has provided investigations of subsurface and sub-water conditions in areas where the Work is to be performed and records of such investigations are made available to the Contractor, the interpretation of such records shall be the sole responsibility of the Contractor. The Contractor shall verify the correctness, sufficiency or accuracy of such investigations in accordance with the provisions of Clause 2.6 herein, The Company shall have no responsibility whatsoever in respect of the correctness, or accuracy of such investigations, the records thereof, or of the interpretations set forth and there is no representation, warranty or guarantee either express or implied, that the conditions indicated by such investigations or records thereof are representative of those existing throughout such areas, or any part thereof, or that unforeseen developments may not occur, or that materials other than or in proportions different from those indicated may not be encountered. Therefore, all costs and expenses associated with such subsurface and sub-water conditions whether foreseen or not shall be borne by the Contractor and shall be deemed to have been included in the Contract Price.

3.0 INDEPENDENCE OF THE CONTRACTOR

- 3.1 The Contractor shall act as an independent Contractor, and the relationship of the Company and the Contractor shall not be that of principal and agent or employer and employee.
- 3.2 The Contractor shall be responsible for and shall have exclusive direction and control of its agents, employees and Sub-Contractors and shall control the manner and method of carrying out the Work.

4.0 DESIGNATED REPRESENTATIVES

- 4.1 The Company shall by notice to the Contractor appoint the Company Designated Representatives who shall have such authority to act for and on behalf of the Company in respect of all matters relating to the Contract as shall be specified in such notice.
- 4.2 The Company may from time to time by notice to the Contractor change the Company Designated Representatives or revoke or revise the authority of the Company Designated Representatives.
- 4.3 The Company Designated Representatives may from time to time by notice to the Contractor delegate all or any part of their authority to an assistant or assistants, (hereinafter referred to as "Company Designated Assistant Representative").
- 4.4 The Company Designated Representatives may from time to time by notice to the Contractor add or change any Company Designated Assistant Representative or revoke or revise the authority of any Company Designated Assistant Representative.
- 4.5 The Contractor shall by notice to the Company propose for Approval the Contractor Designated Representative who shall have such authority to act for and on behalf of the Contractor in connection with the Contract as shall be specified in such notice.

- 4.6 The Contractor Designated Representative may from time to time by notice to the Company propose for Approval delegation of all or any part of his authority to an assistant or assistants, (hereinafter referred to as "Contractor Designated Assistant Representative").
- 4.7 The Contractor Designated Representative may from time to time by notice to the Company propose for Approval a change or addition of any Contractor Designated Assistant Representative or revocation or revision of the authority of any Contractor Designated Assistant Representative.
- 4.8 If the Contractor Designated Representative ceases to act or if the Contractor wishes to change the Contractor Designated Representative, the Contractor shall propose to the Company a replacement for Approval.
- 4.9 The Contractor Designated Representative shall give his whole working time to the superintendence and management of the Work.
- 4.10 Any instructions, directions or orders which the Company may give to the Contractor Designated Representative or any Contractor Designated Assistant Representative shall be deemed to have been given to the Contractor. All instructions, directions or orders issued by the Company, the Company Designated Representatives or any Company Designated Assistant Representative shall be confirmed in writing as soon as is reasonably practicable.
- 4.11 The Company Designated Representatives, any Company Designated Assistant Representative, the Contractor Designated Representative and any Contractor Designated Assistant Representative shall have no authority to add to, omit from or change the terms and conditions of the Contract or to waive any of the rights, obligations and liabilities of the Company or the Contractor.
- 4.12 The presence of the Company Designated Representatives or any Company Designated Assistant Representative in the Contractor's premises or at the Site shall not relieve the Contractor from its obligations and liabilities under the Contract.

5.0 ACCESS TO THE SITE

- 5.1 The Contractor shall give and shall cause Sub-Contractors to give such access to the Site, and shall provide such assistance, co-operation and facilities as may be necessary, in order to permit any person authorised by the Company to carry out any work on the Site in connection with the Project as notified from time to time (Interface Management).
- 5.2 Contractor shall use all reasonable endeavours to find alternative work locations on Site where access to a scheduled work location at the Site is unavailable.
- 5.3 Notwithstanding Clause 5.1, the Company will use reasonable endeavours to give free access to the Site to the / Contractor's equipment, tools and tackles in accordance with the provisions of CONTRACT.

6.0 THE CONTRACTOR'S GENERAL OBLIGATIONS IN RESPECT OF THE WORK

- 6.1 The Contractor shall design, procure and supply all Contractor Provided Items and Equipment (other than Company Provided Items), accept Company Provided Items, fabricate, install, construct, complete, test (including but not limited to FAT, IFAT and SIT) and Pre-Commission the Onshore Facilities in accordance with the Contract and assist the Company to Commission the Onshore Facilities in accordance with the Contract so as to furnish the Company before the date for Provisional Acceptance with the fully completed Onshore Facilities capable of operating in accordance with the requirements and the standards set out in the Contract.
- 6.2 The Contractor covenants that it is adequately financed, competent, qualified and fully experienced in the design, procurement, fabrication, installation, construction, testing, pre-commissioning and commissioning of major projects of a similar scope, complexity, size and technical sophistication as the Work and that it possesses the high level of skill and expertise commensurate with that experience. The Company is relying upon the skill, judgement and expertise of the Contractor in the performance of the Work and the co-ordination and planning thereof including without limitation the preparation and execution of the Programme.

- 6.3 The Contractor shall perform and complete the Work in accordance with the requirements of the Contract and with all due skill, care, and safety measures as should be exercised by a fully qualified, competent and first class Contractor, fully skilled and experienced in the design and carrying out of work similar in nature and extent to the Work.
- 6.4 The Contractor shall perform and complete the Work and give all notices and comply with all other obligations under the Contract promptly and with due diligence.
- 6.5 The timing and sequences of the commencement, performance and completion of the Work shall be in accordance with the Programme.
- 6.6 Subject to the Company's responsibility for Key Data referred to in Clause 2.6, the Contractor shall at its own cost:
- 6.6.1 carry out and be responsible for the design of the Work, based on the Key Data provided by the Company, so that the Work complies with the requirements of the standards, codes of practice, and all other requirements of the Contract provided, however, that the Company shall be responsible for the Key Data and its accuracy. Without prejudice to the generality of the foregoing, and subject to the Company being responsible for the Key Data, the Contractor shall ensure and hereby warrant:
- a) subject to Clause 6.9, that the design contained in and/or reflected by Exhibit B (Scope of Work) and all design prepared by or on behalf of the Contractor is or, as the case may be, will be in all respects, adequate, accurate and sufficient to complete the Work in accordance with the Contract;
 - b) subject to Clause 6.9, that the Work contained in and/or reflected by Exhibit B (Scope of Work) when developed by it and all design prepared by or on behalf of the Contractor will meet in all respects the requirements of the Contract;
 - c) that the Work will be in accordance with the specifications, standards, codes of practice, drawings and plans, data or instructions specified in the Contract, prepared and/or Approved by or on behalf of the Company and, when completed, shall be safe, reliable, durable and efficient in operation and maintenance in accordance with the Contract;
 - d) that design calculations, drawings and specifications and all other documents relating to the Work shall be accurately prepared in accordance with good practice, checked and back-drafted;
 - e) that the Work shall be free from Defects whether in engineering, workmanship, materials or otherwise; and,
 - f) that the Work shall be compatible with already existing and related and onshore structures that allows total functionality of the Work in accordance with the Contract;
- 6.6.2 develop the aforementioned design and prepare such additional design as may be necessary so as to procure a complete detailed design of the Work and of each and every part thereof such that the Work as a whole and, as appropriate each and every part thereof shall comply with all functional requirements of Exhibit B (Scope of Work);
- 6.6.3 without prejudice to the provisions of paragraphs a) and b) above, at all times exercise the skill, care and diligence in the performance of the Work as should be exercised by a fully qualified, competent and first class contractor, fully skilled and experienced in the design and carrying out of work similar in nature and extent to the Work. The Contractor warrants that it is fully experienced in the design, procurement, quality control, fabrication, installation, testing and commissioning of major projects of a similar scope, complexity, size and technical sophistication as the Work and that it possesses the high level of skill and expertise commensurate with that experience which it will make available to the Company. In so doing the Company is relying upon the skill, judgement and expertise of the Contractor in the performance of the Work and the co-ordination and planning thereof including without limitation the preparation and execution of the Programme. The Contractor shall, in accordance with the Contract (and where not expressly provided for in

the Contract, in accordance with good engineering, operating and HSE practices), with the utmost care and diligence carry out performance of the Work, so as to ensure Provisional Acceptance by the date for Provisional Acceptance and Final Acceptance as promptly as possible both fully in accordance with the Contract. Without prejudice to the generality of the foregoing the Contractor warrants that the personnel to be employed by the Contractor in or about the performance of the Work will be properly skilled, competent and experienced having regard to the nature and extent of the Work.

- 6.6.4 perform the Work in the manner specified in the Contract and in accordance with the best principles, practices and standards prevailing in the Onshore Facility design, procurement, quality control, fabrication, installation, testing and commissioning contracting industry and in accordance with accepted gas and oil industry practice;
- 6.6.5 perform the Work in the manner specified in the Contract and in accordance with the best principles, practices and standards prevailing in the design engineering contracting industry and in accordance with accepted gas and oil field practice;
- 6.6.6 ensure that the Work is in accordance with the specifications, standards, codes of practice, drawings and plans, data or instructions prepared and/or Approved by or on behalf of the Company and when completed shall be safe, reliable, durable, efficient in operation and maintenance, in accordance with the Contract.
- 6.6.7 perform the Work in accordance with the Company's lawful requirements and instructions all in accordance with the Contract;
- 6.6.8 perform the Work in accordance with applicable Legislation and the requirements of the Independent Verification Authority;
- 6.6.9 engage or cause to be engaged on the performance of the Work and in the superintendence and management thereof only such persons as are competent, qualified and experienced in relation to that part of the Work which they are to perform;
- 6.6.10 ensure that all Contractor Provided Items and Equipment supplied by or on behalf of the Contractor for incorporation in the Facilities / Onshore Facility shall, unless specifically stated in the Contract to the contrary, be new and suitable for the purpose for which they are specified;
- 6.6.11 ensure that all vessels, construction tools, plant, Equipment and temporary facilities and other items used in performance of the Work are suitable for the purpose for which they are intended, are in a safe and, where applicable, seaworthy condition;
- 6.6.12 be responsible for the timely provision of all items referred to in the Contract including the timely ordering and delivery of all Contractor Provided Items and Equipment to be provided by the Contractor in order to ensure that commencement, performance and completion of the Work is in accordance with the Programme;
- 6.6.13 provide to the Company or its servants or agents copies of all drawings, specifications and other documentation and data prepared by or on behalf of the Contractor relating to the Work, in each case for Approval or review in accordance with the specific requirements of the Contract or, if there are no such specific requirements, in such manner and at such time as will give the Company reasonable opportunity to consider them and to respond to the Contractor without causing delay to the progress of the Work. Such documentation or data shall be deemed to have been Approved or reviewed where the Contractor receives no response from the Company within fifteen (15) calendar days of receipt of such documentation or data;
- 6.6.14 be responsible for the engagement and management of Sub-Contractors in connection with the Work; and
- 6.6.15 warrant that the Work shall be free from inherent or Latent Defects whether in design, engineering, workmanship or materials and shall be free of errors and omissions in design and engineering.

- 6.7 Notwithstanding that the Work or any part thereof, including the design, has been the subject of any review, Approval, acknowledgement, inspection by the Company or a Variation, the Contractor covenants that:-
- 6.7.1 the Contractor shall not be relieved from any liability or obligation under the Contract; and
- 6.7.2 such Work shall be in accordance with the requirements of the Contract.
- 6.8 The Contractor shall observe and comply in all respects with the Administrative Procedures and HSSE requirements, which may be amended from time to time by the Company. No such amendment shall of itself constitute a Variation.
- 6.9 Other than Key Data, the Contractor shall verify (as set out in Clause 2.6) Non Key Data for the purpose of incorporating such Non Key Data into the Contractor's detailed engineering. The Contractor shall be responsible for its detailed engineering.
- 6.10 The Contractor shall observe all Indian Legislation, permits, licenses governing noise, and its control. The Contractor shall provide adequate means for the collection and disposal of any refuse and shall take all necessary measures to prevent pollution of the land or surrounding waters. The Contractor shall ensure that its employees and its Sub-Contractor and their employees are fully aware of the above.
- 6.11 All operations necessary for the performance of the Contract shall be undertaken by the Contractor so far as compliance with the requirements of the Contract permits so as not to interfere unnecessarily or improperly with the convenience or the access to waterways, channels, harbours, harbour works, natural harbours or anchorages and other places of shelter by sea or land, fisheries, public roads, footpaths to or of properties owned or occupied by the Company, the Contractor, Sub-Contractor or any other person. The Contractor hereby indemnifies the Company Group against all claims, demands proceedings, damages, costs, charges and expenses whatsoever arising in relation to any such interference by the Contractor and/or Sub-Contractors.
- 6.12 Contractor shall comply in all respects with the provisions of all relevant laws and authorizations obtained by it under Article 9.0 and with the requirements of any relevant agency and shall give all notices and pay all fees required in relation thereto. Contractor shall indemnify and hold the Company harmless from and against all fines, penalties and expenses arising from Contractor's failure to comply with such provisions and/or pay such fees.
- 6.13 The Contractor, at its expense, will obtain all permits, licenses, registrations, certificates, visas and/or other administrative authorisations as may be required by any governmental authority from time to time or may be necessary or incidental to the Contractor's performance of its obligations under this Contract including, without limitation, the importation of the Contractor's Equipment, the entry of Contractor's Personnel and the operation of the Contractor's business in the jurisdictions where this Contract is to be performed. The Company shall use all reasonable endeavours to assist the Contractor in obtaining such administrative authorisations. The Contractor shall, at its expense, be responsible for clearing its Equipment both into and out of India, unless the Company elects to import and export such Equipment in the Company's name (at the Contractor's expense) or elects to obtain an exemption or exception from customs or other duties or imposts. The Company's involvement shall be limited solely for the Contractor's performance under this Contract. It is expressly understood and agreed that the Contractor shall only import such quantity of Equipment to be used in the Contractor's performance. The Contractor shall ensure that all Equipment not used in performance under this Contract or under the applicable service order is re-exported and that all necessary governmental authorisations have been received to the Company's satisfaction to relieve the Company from liability for customs fees, duties, fines or other charges related to the Contractor's Equipment or material.
- 6.14 The Contractor shall ensure that all imported goods and materials intended to be rented, hired or purchased by the Company, including for the avoidance of doubt the Contractor items, in fulfilment of this Contract are imported, exported and documented such that maximum advantage can be taken of such relief and exemption provided by the Indian government.
- 6.15 The Contractor shall provide the Company with details of when such materials, services and other items are likely to arrive in India.

- 6.16 The Contractor shall carry out a reconciliation of all Contractor Provided Items and Company Provided Items during the performance of the Work. Such reconciliation shall account for the usage of all such Contractor Provided Items and Company Provided Items and shall determine if any such Contractor Provided Items and Company Provided Items are surplus and shall identify the location of such.
- 6.17 The Contractor shall be responsible for obeying all local rules and regulations in importing and exporting Contractor items and shall indemnify, defend and hold the Company harmless against any claims suffered through the Contractor's breach of these requirements.
- 6.18 The Contractor shall locate and confirm the exact position of all cables, pipes, equipment and/or other items present on the Site.

7.0 THE PROGRAMME

- 7.1 The Programme as set out in Exhibit B (Scope of work) shows the scheduling for the performance of the Work and is based upon the milestones set out in Exhibit C (Milestone, Milestone Dates and Liquidated Damages), planned delivery dates of Company Provided Items and Administration Procedures.
- 7.2 The Contractor shall at the request of the Company at reasonable intervals throughout performance of the Work review the Programme and if the actual Work performed or to be performed (including Variations) at the time of such review does not accord with the Programme the Contractor shall within ten (10) working days prepare and submit to the Company for Approval a draft of a revised Programme which draft shall reflect the actual Work performed and to be performed as at the date of such review.
- 7.3 The Company shall within ten (10) working days after receipt of a draft revised Programme submitted by the Contractor under Clause 7.2 notify the Contractor either that such draft:
- 7.3.1 has been Approved, in which case such draft shall form the Programme and replace the prior Programme; or
- 7.3.2 has not been Approved with the reasons why not, in which case the Contractor shall revise and/or supplement such draft so as to address such reasons and then submit the revised and/or supplemented draft to the Company within five (5) working days.
- 7.4 The Contractor shall commence, perform and complete the Work in accordance with the Programme save that if there is any conflict between the Exhibit C (Milestone, Milestone Dates and Liquidated Damages) and the Programme, the Exhibit C (Milestone, Milestone Dates and Liquidated Damages) shall prevail.

8.0 FREE ISSUE MATERIALS

- 8.1 Any item of property provided by COMPANY to any member of CONTRACTOR GROUP for incorporation into the GOODS shall: (a) be and remain the property of COMPANY GROUP; (b) be clearly identified and marked by CONTRACTOR as "the property of SELAN / SELAN GROUP" or in such other manner as COMPANY may require; (c) be separately stored, safeguarded and maintained in good working order and condition by CONTRACTOR; and (d) be used economically and solely in connection with the CONTRACT, and CONTRACTOR shall keep all records as COMPANY may require in respect of such item.
- 8.2 Except to the extent of fair wear and tear, CONTRACTOR shall reimburse COMPANY in respect of any loss of or damage to any item provided pursuant to Clause 8.1 which occurs whilst such item is in the care, custody or control of CONTRACTOR GROUP.
- 8.3 Upon delivery of the GOODS, CONTRACTOR shall promptly return to COMPANY any surplus items provided by COMPANY pursuant to Clause 8.1, including any items which are to be scrapped which CONTRACTOR shall keep separate and report to COMPANY for disposal instructions.
- 8.4 Following a request from COMPANY in respect of any item provided by COMPANY pursuant to Clause 8.1, CONTRACTOR shall promptly return such item to COMPANY.

9.0 PERMITS AND LICENCES

- 9.1 COMPANY shall at its own cost and expense obtain and maintain all authorisations, permits and licences and give all notices and pay all sums as may be necessary in connection with the WORK which can only be obtained by COMPANY.
- 9.2 CONTRACTOR shall at its own cost and expense obtain and maintain all authorisations, permits and licences in a timely manner and give all notices and pay all sums as may be necessary in connection with the WORK other than those referred to in Sub-Clause 9.1, CONTRACTOR shall, if so requested by COMPANY, provide COMPANY with documentary evidence of compliance with the foregoing.
- 9.3 Notwithstanding anything contained in Sub-Clauses 9.1 and 9.2, CONTRACTOR and COMPANY shall give every assistance to each other in connection with the performance by the other of their respective obligations under such Clauses.
- 9.4 CONTRACTOR shall notify COMPANY immediately if any permit, licence, or authorisation is revoked or withdrawn or is likely to be revoked or withdrawn.

10.0 RATE OF PROGRESS, EXTENSIONS OF TIME, ACCELERATION AND RECOVERY

- 10.1 The Contractor shall commence, perform and complete the Work in an expeditious and diligent manner in accordance with the Programme including any amendments thereto, which may be made in accordance with the Contract.
- 10.2 The Contractor shall as a competent, qualified and experienced Contractor use its reasonable endeavours to adjust or reschedule its performance of the Work so as to avoid or minimise the effect of any delay resulting from actions or instructions of the Company on the Programme. In using such reasonable endeavours the Contractor shall co-operate with the Company and shall observe the Company's priorities and other requirements relative to the performance of the Work, as such requirements may from time to time be advised to the Contractor.
- 10.3 Where, due to reasons which would not entitle the Contractor to an extension or extensions of time, the rate of progress of the Work or any part thereof is at any time insufficient in the Company's opinion to achieve completion of the Work or the designated Milestones for completion of parts of the Work as specified in the Programme the Company may notify the Contractor and the Contractor shall thereupon take at its own cost and expense such measures as may be necessary to ensure achievement of the Milestones and completion of the Work and shall at the same time notify the Company of such measures.
- 10.4 If the Contractor refuses or fails, for any reason, to commence to take such measures and such refusal or failure continues for a period of two (2) working days after the receipt of such notification, then without prejudice to any other rights or remedies available to it, the Company may take such action as it considers necessary to achieve the Milestones and the Company may deduct from payment due to the Contractor or recover by other means as a debt due from the Contractor all costs and expenses reasonably incurred in so doing.
- 10.5 Where at any time during the performance of the Work, the Contractor considers that the progress of the Work is being or is likely to be delayed or disrupted:-
- 10.5.1 The Contractor shall, within three (3) working days after the Contractor became aware (or ought reasonably to have become aware) of any incident, circumstance or event causing or likely to cause such delay or disruption, give notice of such delay or disruption to the Company. Such notice shall contain any relevant supporting information including but not limited to:-
- a) details of the cause of such delay or disruption;
 - b) details of measures taken or to be taken to mitigate such delay or disruption;
 - c) details of the actual or anticipated effects upon the performance of the Work and the Programme;
 - d) an estimate of the extent of delay (if any); and

- e) an estimate and breakdown of the lost and/or additional man-hours and supervision required.
- 10.5.2 The Company may reject any such notice which does not, in its opinion, contain adequate supporting information and, if rejected, the Contractor shall resubmit its notice with adequate information within seven (7) working days from the date of rejection by the Company. Where the Company considers it necessary, the Contractor shall provide any further information and shall update any information previously provided by it as the Company may reasonably require.
- 10.5.3 Where after receipt of a notice and information not rejected by the Company under Clause 10.5.1 or on the basis of the circumstances known and evidence available to the Company, the Company considers that the achievement of the Milestone(s) is being or has been delayed or disrupted so as not reasonably to be capable of achievement by the due date because of any of the following causes only: -
- a) Variations;
 - b) any suspension of the Work other than a suspension because of failure by the Contractor to comply with the Contract;
 - c) Force Majeure;
 - d) any act of prevention or breach by the Company (including the Company's other contractors and sub-contractors);
- the Company shall as soon thereafter as is reasonably practicable either:
- e) grant in writing to the Contractor such extension or extensions to the date specified for achievement of Milestone(s) as is reasonable, in which case the Contractor shall advise of the effect, if any, on the Programme; or
 - f) instruct the Contractor to propose recovery measures to recover the delay to achieve the Milestone(s), in which case the Contractor shall submit a proposal in the form set out in Clause 10.8 subject to the provisions of Clause 10.9.
- 10.5.4 Where after receipt of a notice and information not rejected by the Company under Clause 10.5.1, the Company considers the Contractor is not entitled to an extension of time, the Company shall so inform Contractor in writing.
- 10.6 For the avoidance of doubt, the Contractor shall not be entitled to any extension of time to the extent that:-
- 10.6.1 the Contractor has failed to use its reasonable endeavours to prevent, avoid and minimise any such delay and done all that may reasonably be required by the Company to proceed with the Work;
 - 10.6.2 such delay is attributable to any Defect, negligence or breach on the Contractor's part or on the part of any Sub-Contractor;
 - 10.6.3 the cause of any delay overlaps with any other concurrent cause of delay in respect of which an extension of time has been or will be granted or the Contractor has been instructed to accelerate;
 - 10.6.4 any delay for which the Company would otherwise have granted an extension of time is balanced by a corresponding saving in time resulting from the omission of Work by a Variation; and
 - 10.6.5 the Contractor fails to give notice under Clause 10.5.1.
- 10.7 If there are two or more concurrent causes of delay and only one of those concurrent causes is a cause of delay which would entitle the Contractor to an extension of time in accordance with Clause 10.5.3, then the Contractor shall not be entitled to an extension of time for the period of that concurrency.
- 10.8 If the Company wishes to consider instructing the Contractor to accelerate the achievement of Milestone(s), the Company may instruct the Contractor to submit its proposals in writing to such

end in accordance with the Company's requirements, within seven (7) calendar days or such longer period as the Company may allow.

Such proposals shall where applicable include, but not be limited to:-

- 10.8.1 a revised man-hours and supervision schedule;
 - 10.8.2 details of the Contractor's proposed method of achievement of the Milestones by the proposed revised date(s);
 - 10.8.3 allocation of additional Resources and additional overtime shift, night and week end working; and
 - 10.8.4 a revised Programme.
- 10.9 As soon as practicable after the receipt of such proposals, the Company shall:-
- 10.9.1 inform the Contractor in writing that no acceleration is required; or
 - 10.9.2 issue a Variation Order, specifying the Company's requirements as to acceleration including any revision to the dates for achievement of Milestone(s) and to the Contract Price.
- 10.10 Weather Downtime
- The Contract Price shall include and shall allow for all weather downtime.

11.0 THE CONTRACTOR'S AND THE SUB-CONTRACTOR'S PERSONNEL

- 11.1 The Contractor shall be solely responsible for and shall meet all costs and expenses (including but not limited to, salary, benefits, pension, medical and life assurance contributions and other payroll burden and emoluments whatsoever) incurred in connection with Contractor's Personnel.
- 11.2 The Contractor shall be responsible for the safety of the Contractor's Personnel, and for payment of compensation in respect of any accident or injury or occupational disease suffered by them.
- 11.3 All Contractor's Personnel shall be competent, qualified and experienced for the part of the Work to be performed by each of them. Where necessary, Contractor's Personnel shall speak and write fluent English. Contractor's Personnel shall be made available in such numbers and at such times as are required for the performance of the Work in accordance with the Contract.
- 11.4 The Company may from time to time require the Contractor to remove from the Work any person(s) who, in the reasonable opinion of the Company is incompetent, misconducts himself, is negligent in the proper performance of his duties or is otherwise considered to be unsuitable and, in such event, the Contractor shall forthwith remove such person(s) from the Work, and such person(s) shall not be again employed upon the Work. Should the Company so wish, the Contractor shall at no additional cost and expense to the Company, take immediate steps to replace such removed personnel with a suitably competent, qualified and experienced person(s) satisfactory to the Company.
- 11.5 The Contractor shall ensure that the Contractor's Personnel are fully acquainted with and observe and comply in all respects with:-
- 11.5.1 the part of the Work assigned to each of them and with all Legislation applicable thereto;
 - 11.5.2 all applicable Contract documentation and current amendments; and
 - 11.5.3 Administrative Procedures.
- The Contractor shall further ensure that one copy of all such documentation shall be retained at any Site.
- 11.6 The Contractor shall make available all necessary superintendence during the duration of the Contract. Such superintendence shall be given by sufficient persons having sufficient knowledge of the Work to be carried out (including the methods and techniques required) as may be necessary for performance of the Work in accordance with the Contract.
- 11.7 The Contractor shall forthwith advise the Company and confirm in writing within twenty four (24) hours, of becoming aware of any labour dispute or anticipated labour dispute that affects or is likely to affect the performance of the Work or the Programme.

- 11.8 The Contractor shall ensure that Key Personnel (refer Exhibit D) continue to perform the part of the Work assigned to them for as long as is necessary to achieve all Milestones. The Contractor shall not remove any Key Personnel from the Work without prior Approval which shall not be unreasonably withheld. In the event that the Contractor does remove any Key Personnel, the Contractor shall provide replacement personnel acceptable to the Company within three (3) working days of such removal.
- 11.9 The Contractor shall give to the Company fourteen (14) calendar days or as much notice as is possible, whichever is the longer, prior to the departure of any Key Personnel.

12.0 ASSIGNMENT AND SUB-CONTRACTING

- 12.1 The Contractor shall not assign or otherwise transfer the whole or any part of the Contract, the Work or any benefit or interest therein, except that the Contractor shall assign all or any Sub-Contracts to the Company upon receipt of the Company's direction in writing to do so.
- 12.2 The Company may at its sole discretion from time to time assign or otherwise transfer the Contract in whole or in part or any benefit or interest therein to any Coventurer or shareholder and with the Contractor's consent to any party other than any Coventurer or shareholder, such consent not to be unreasonably withheld or delayed.
- 12.3 The Contractor shall not Sub-Contract the whole of the Work.
- 12.4 CONTRACTOR shall not SUBCONTRACT any part of the WORK to a SUBCONTRACTOR other than those appearing in Contract without prior written consent of COMPANY. CONTRACTOR shall submit for COMPANY's review any documentation as specified by COMPANY in connection with the approval of the proposed Sub-Contractor.
- 12.5 The Contractor shall, save as provided for in Clause 12.4 above in a timely manner secure Approval of the proposed Sub-Contractor(s), the Work to be Sub-Contracted and the terms and conditions of any such Sub-Contract before issuing any enquiries or invitations to tender for any proposed Sub-Contract. The Contractor shall make available to the Company all information regarding proposed Sub-Contractors including the terms and conditions of the proposed Sub-Contracts together with a complete and detailed description of the Work to be Sub-Contracted. The Contractor shall provide to the Company copies of all executed Sub-Contracts.
- 12.6 Such copies may be unpriced except in relation to reimbursable items, which must be priced.
- 12.7 No Sub-Contract, including any Sub-Contract with any of the nominated local companies, shall:-
- 12.7.1 relieve the Contractor (or its surety, where applicable) from any obligation or liability under the Contract and the Contractor shall be liable for the acts or omissions of any Sub-Contractor and their respective employees, servants and agents, as though they were the acts and omissions of the Contractor including any Sub-Contract with any of the nominated local companies;
 - 12.7.2 create any contractual relationship between such Sub-Contractor and the Company; and
 - 12.7.3 impose upon such Sub-Contractor terms less onerous than those contained in the Contract taking into account the nature of the Work to be executed under such Sub-Contract and the value of such Sub-Contract.
- 12.8 The Contractor shall, without prejudice to the generality of Clause 12.7.3, ensure that every Sub-Contract shall:-
- 12.8.1 provide that the Contractor may from time to time assign or otherwise transfer the Sub-Contract to the Company;
 - 12.8.2 contain a confidentiality undertaking imposing on any Sub-Contractor obligations similar to that undertaken by the Contractor;
 - 12.8.3 contain restrictions on and provisions relating to Sub-Contracting to the same effect as herein contained;
 - 12.8.4 contain suspension and termination provisions consistent with those contained herein;
 - 12.8.5 Defects Liability provisions consistent with those contained in Article 14.0;

- 12.8.6 include terms and conditions which are consistent with the Contract; and
- 12.8.7 contains obligations to comply with the quality assurance, control procedures and requirements set out in Exhibit B (Scope of Work).
- 12.9 In addition to any other requirement which the Company may apply, Approval to employ a Sub-Contractor shall be granted on the following conditions:
 - 12.9.1 The Contractor shall make all payments under its Sub-Contracts as the same shall fall due and payable direct to Sub-Contractors;
 - 12.9.2 The Contractor shall comply with all Legislation relating to the employment of and payments to Sub-Contractors.

13.0 TESTS AND INSPECTION

- 13.1 The Contractor shall carry out all tests and inspections specified in Exhibit B (Scope of Work), Quality Management of the Contract and approved Inspection & Test Plans (ITP). If no test and inspection is specified, the Contractor shall carry out all tests and inspections as would be carried out by a reasonably competent, qualified and experienced Contractor carrying out work similar to the Work.
- 13.2 The Company may instruct the Contractor either to undertake additional tests or inspections or to permit additional tests or inspections to be performed by or on behalf of the Company and the Contractor shall provide all necessary assistance and co-operation. Such additional tests and inspections may be carried out on any part of the Work, whether at the Site or Sub-Contractor's premises and shall not relieve the Contractor of any of its responsibilities under the Contract. Such additional tests or inspections shall be at the Company's cost and expense unless (i) the results of such tests or inspections show that the Contractor has not complied with the Contract or (ii) such additional tests or inspections were reasonably required by the Company on account of other technically similar work having been found not to be in compliance with the Contract, in which case or cases they shall be at the Contractor's cost and expense.
- 13.3 The Company may Approve or reject the Work or any part thereof. Such Approval shall not be construed as acceptance of any part of the Work.
- 13.4 Failure by the Company to inspect or carry out tests shall not prejudice the Company's right thereafter to reject or require correction of the Work or any part thereof or relieve the Contractor of its responsibilities under the Contract.
- 13.5 The Company may attend all inspection and tests and the Contractor shall give the Company adequate notice thereof in accordance with Clause 13.8.2 below.
- 13.6 The Company shall have the right to reject any part of the Work which does not comply with any requirements of the Contract, including, but not limited to faulty engineering, installation, workmanship, services or Contractor Provided Items. Upon receiving notice of rejection, the Contractor shall immediately commence to re-perform, repair or replace the defective part of the Work and shall carry out such inspections and/or tests on other parts of the Work as the Company may require to ensure that there are no similar parts of the Work which fail to comply with the requirements of the Contract. The Contractor shall ensure that the Company is notified of any such defect and allowed to witness the defect prior to the commencement of any rectification.
- 13.7 If the Company so requires, the Contractor shall test or re-test any or all Contractor Provided Items to confirm that they conform with the required standards and specifications, except as detailed in Clause 13.2 above, all costs arising out of or associated with the failure of the Contractor to comply with this Article 13.0 shall be for the account of the Contractor, including the costs of repair or replacement of any Contractor Provided Items whose condition is such that, in the opinion of the Company, it would adversely affect the progress of the Work.
- 13.8 Contractor agrees:
 - 13.8.1 that the Company's Independent Verification Authority / Third Party Inspection Agency (TPIA) shall have the right at all times to inspect any part of the Works both on the Site and on the Contractor's and any Sub-Contractor's premises;

- 13.8.2 that when inspection or testing is required under the Contract, Contractor shall give the Company Designated Representatives at least seven (7) working days prior written notice of his intention to carry out inspection or testing, provided that the Contractor may carry out such inspection or testing in the absence of the Company if the Company fails to attend on the date specified in the notice;
- 13.8.3 that Contractor shall pay to the Company on demand the costs incurred by the Company by reason of any delay in inspection or testing beyond the date specified in the notice given in accordance with Clause 13.8.2, and
- 13.8.4 to forward to the Company certified copies of all tests results together with such other information as the Company reasonably require in relation to any inspection or test results.

14.0 COMPLETION AND CORRECTION OF DEFECTS IN THE WORK

14.1 Provisional Acceptance

The Contractor shall apply to the Company for a Provisional Acceptance Certificate in accordance with the laid down parameters for achieving such milestone, upon completion of Pre-commissioning activities, as described in Exhibit B (Scope of Work) so as to be ready for the safe and proper introduction of hydrocarbons. Following receipt of such application the Company shall proceed promptly to determine whether the Work has been performed and completed in accordance with the Contract.

Within twenty-one (21) calendar days of receipt of an application for a Provisional Acceptance Certificate and a undertaking by the Contractor to complete any outstanding items of the Work to a mutually agreed programme during the Defects Liability Period as defined in Clause 14.6, the Company shall either:-

- 14.1.1 issue a Provisional Acceptance Certificate which shall list any outstanding minor items of the Work to be completed within the Defects Liability Period; or
 - 14.1.2 inform the Contractor in writing of such further work that needs to be done before the Company will issue a Provisional Acceptance Certificate in which event the Contractor shall carry out such further work expeditiously. The Contractor shall upon completion of such further work make an application in accordance with Clause 14.1.
- 14.2 Notwithstanding that the Contractor has not submitted an application under Clause 14.1, the Company may, at its sole discretion, if it considers that the Work has been substantially completed issue a Provisional Acceptance Certificate which shall list any outstanding minor items of the Work to be completed within six (6) months from the date of such Provisional Acceptance Certificate.
 - 14.3 If the Contractor fails to proceed with, or to complete such outstanding minor items of Work during the period indicated in Clause 14.3, the Company may, after giving the Contractor notice and then by itself or by engaging third parties, complete any such outstanding minor items of Work which the Contractor is required to perform under the terms of the Contract and the Company may deduct from payment due to the Contractor or recover by other means as a debt due from the Contractor all costs and expenses reasonably incurred in so doing.
 - 14.4 The Company may use any portion of the Work prior to the issue of the Provisional Acceptance Certificate. Such use shall not constitute Approval.
 - 14.5 Defects Liability Period / Warranty Period
 - 14.5.1 **Defects Liability Period (DLP)**
Subject to the provisions of Article 14.8, the relevant Defects Liability Period shall be a period commencing on the date upon which the Company issues the Completion Certificate for the completion of the Work or parts of the Work and terminating twenty-four (24) months thereafter. If Commissioning cannot be done within a period of 6 Months from issuance of Provisional Acceptance Certificate for reasons solely attributable to Company, the Defect Liability Period of 24 Months shall commence from completion of 6 months from the date of issuance of Provisional Acceptance Certificate.

14.5.2 Warranty Period

Warranty Period means in respect of the Goods (or repaired or replaced Goods), the earlier of: (a) twenty-four (24) months from the date of delivery; and (b) eighteen (18) months from the date on which installation or, if applicable, commissioning, is completed at the point of use.

14.6 If during the Defects Liability Period / Warranty Period the Company considers that any Defect has arisen (other than arising from misuse and normal wear and tear occurring subsequent to the date of issue of the Provisional Acceptance Certificate) or that the Work is not otherwise in accordance with the Contract, the Contractor shall if so required in writing by the Company carry out at the Contractor's cost and expense Remedial Work to the satisfaction of the Company. If the Contractor disputes whether a Defect exists it shall nevertheless correct, repair, replace and where necessary redesign any Defect and shall notify the Company of any such dispute within fifteen (15) working days of the Company's instruction to rectify the Defect in question. It shall be for the Contractor to establish to the Company's satisfaction that such Defect is due to misuse and/or normal wear and tear and if it is subsequently agreed or determined that there was no Defect, the Company shall reimburse the costs incurred by the Contractor in relation to such Remedial Work.

14.7 The provisions of Clause 14.7 shall apply to all Remedial Work carried out by the Contractor and the Defects Liability Period / Warranty Period in respect of Work to which Remedial Work has been carried out shall be extended accordingly for a further period of twenty four (24) months from the date of acceptance by the Company of such Remedial Work. Subject clause 14.20, the total duration of Defect Liability Period / Warranty Period shall not exceed 36 Months from the date of issuance of Provisional Acceptance Certificate by Company.

14.8 The Parties agree that repair and replacement to Company Provided Items, as indicated in Exhibits B (Scope of Work) shall:

14.8.1 be at the cost and responsibility of the Company; and

14.8.2 removal and re-installation of any Defective part shall be at the cost and responsibility of the Company.

14.9 Investigation of any defect to Company Provided Items and transportation to and from the onshore facilities, if the Contractor is still on or in the vicinity of the Site, shall be undertaken by the Contractor at the Company's cost. The Company shall compensate the Contractor for any time and or cost, if any, associated with assisting the Company with the aforementioned investigations and/or transportation by means of a Variation Order. Remedial Work with respect to the Company, equipment provided by the Company's contractors and sub-contractors, the system during the control SIT and the Programme shall remain the Company's responsibility and cost. Any cost or time impact incurred by the Contractor as a consequence of such Remedial Work shall be recognized by the Company by means of a Variation Order. Subject to the above and Clauses 14.15, 14.16 and 14.20, the Parties agree that the costs of repair and replacement caused by physical loss or damage to Company Provided Items and / or the Christmas trees shall be borne by Contractor.

14.10 If:

14.10.1 the Company considers it expedient; or

14.10.2 the Contractor fails to commence Remedial Work within two (2) working days after being required to do so by the Company under Clause 14.7; or

14.10.3 after commencement of Remedial Work the Contractor fails to proceed with and diligently complete it;

the Company may itself or by engaging third parties carry out Remedial Work and the Company may deduct from payment due to the Contractor or recover by other means as a debt due from the Contractor all costs and expenses reasonably incurred in so doing. The Contractor shall, immediately upon receipt of notice from the Company, hand over to the Company the Work or such parts thereof together with such items, including but not limited to documents, drawings, tracings, calculations, engineering data, computer software, procurement data, Equipment, Contractor Provided Items or Company Provided Items and other items as the Company may require to carry out or have carried out Remedial Work.

The Contractor shall at its own cost and expense carry out all Remedial Work. The Contractor shall carry out such Remedial Work with all practicable speed following notice from the Company, or earlier, upon becoming aware of any such Defect.

14.11 Defects and Care of the Work

In addition to Company's rights under Clause 14.11, the Contractor shall permit or procure permission for the Company, or third parties engaged by the Company, to enter the Site for the purpose of removing the Work or part thereof affected by the Defect (including any other part of the Work which is needed in order to carry out such Remedial Work), including all Equipment, Contractor Provided Items, or Company Provided Items in connection therewith which have been exclusively reserved for the Work or are vested in the Company.

14.12 The Contractor shall, if so required by notice from the Company, promptly deliver to the Company all documentation associated with the Work and specified in such notice and take all steps necessary to vest in the Company all rights, set-offs, benefits and title held by the Contractor in connection with the Work or part thereof.

14.13 The applicable provisions of the Contract shall continue to apply in full force and effect to all of the Work performed prior to the actual date of removal of the Work and to all remaining Work to be performed by the Contractor.

14.14 The Contractor shall be fully responsible to the Company for the care, custody and control of the Work. The Contractor shall at its own cost and expense retrieve, re-perform, reconstruct, repair, rectify, replace and/or re-install all Work lost or damaged prior to the issue of the Final Acceptance Certificate for the whole of the Work unless the Company elects to retrieve, re-perform, reconstruct, repair, rectify, replace or re-install them, in which case the Contractor shall bear all costs and expenses reasonably incurred by the Company in so doing.

14.15 The Contractor shall be responsible for any physical loss or damage and any consequential functional damage to the Company Provided Items whilst in the care, custody and control of the Contractor.

14.16 The Contractor's obligation to deliver to the Company all final as-built documentation in accordance with the Contract and all surplus Company Provided Items and Contractor Provided Items to the location(s) specified by the Company shall be a condition precedent to the Contractor's entitlement to and the Company's issue of the Provisional Acceptance Certificate.

14.17 Completion Certificate

The Company shall issue the Completion Certificate after successful Commissioning of the system in accordance with the provision of the Exhibit B – Scope of work and closure of all punch points and the Contractor applies for a Completion Certificate and has delivered to the Company evidence satisfactory to the Company that:

14.17.1 the Contractor has performed all of its obligations under the Contract;

14.17.2 no property of the Company is subject to any unsatisfied lien or claim because of any act, omission or breach of the Contractor.

14.18 Final Acceptance

14.18.1 Notwithstanding any payment made by the Company to the Contractor neither the Work nor any part of the Work, shall be deemed complete or accepted by the Company until the Company issues to the Contractor its Final Acceptance Certificate.

14.18.2 The Company shall issue the Final Acceptance Certificate after expiration of Defect Liability Period as set out in clause 14.6 when all of such Work has been completed and the Contractor applies for a Final Acceptance Certificate and has delivered to the Company evidence satisfactory to the Company that the Contractor has performed all of its obligations under the Contract;

14.18.3 The issue of the Final Acceptance Certificate shall not relieve either the Contractor or the Company from any liability arising out of or connected with the performance of their respective obligations under the Contract

15.0 PAYMENT

- 15.1 In consideration of the proper and timely performance of the Work by the Contractor, the Company shall pay the Contractor the Contract Price.
- 15.2 No payment shall constitute a waiver by the Company of any of the Contractor's obligations under the Contract.
- 15.3 All payments to the Contractor in INR for Indian Contractors and USD for Foreign Contractors shall be made into the Contractor's bank account as notified by the Contractor to the Company.
- 15.4 The Contractor shall submit its invoices for payment as specified in the Contract. Invoices shall be submitted upon achievement of Payment Milestone(s) supported by the relevant Milestone Completion Certificate. Subject as hereinafter provided the Company shall make payment to the Contractor within thirty (30) working days from the Company's receipt of correct invoice. The Contractor's final invoice shall summarise all payments made and to be made to the Contractor and all credits (if any) due to the Company. The Contractor shall show appropriate tax howsoever levied by a competent taxing authority, where applicable separately on its invoices in accordance with applicable regulations.
- 15.5 Company shall make payment to Contractor after the Contractor provided to Company a Performance Bond and valid insurance certificates in accordance with the provisions of Contract.
- 15.6 Following receipt of the Final Acceptance Certificate under the Contract as soon as possible, but before the expiration of the three (3) months, the Contractor shall submit the final summary of undisputed payments made under the Contract and a final invoice detailing all payments remaining due from the Company.
- 15.7 The Contractor shall not be entitled to payment for any items not detailed in the final invoice.
- 15.8 If the Company disputes any item on an invoice the Contractor shall at the Company's request provide the Company with a credit note for the disputed amount. The issuing of such a credit note by the Contractor shall not be construed as evidence of acceptance by the Contractor that the Company is correct in disputing that part of the invoice to which the credit note relates. The Company will make payment for the undisputed part of the invoice within fourteen (14) calendar days of receipt of the Contractor's credit note covering the disputed amount or in accordance with Clause 15.5, whichever is the later date.
- 15.9 Neither the presentation nor payment nor non-payment of an individual invoice shall constitute a settlement of a dispute, an accord nor satisfaction, a remedy of account stated, or otherwise waive or affect the rights of the parties hereunder.
- 15.10 The Company may correct or modify any sum previously paid in any or all of the following circumstances:
- 15.10.1 where any such sum was incorrect;
 - 15.10.2 where any such sum was not properly payable to the Contractor;
 - 15.10.3 where any work in respect of which payment has been made does not comply with the terms of the Contract.
- 15.11 The Contractor shall be responsible for paying all applicable taxes associated with the carrying out of the Work and in fulfilling the Contractor's other obligations under the Contract.
- 15.12 The Company shall be entitled to withhold from the payment to the Contractor any amount it is required to withhold under legislation or by any State and any authority, department, government, legislature, minister, ministry, official or public person (whether autonomous or not) of any State.

16.0 LIQUIDATED DAMAGES FOR DELAY

If the Contractor shall fail to deliver the Goods by the Delivery Date and Services by the Completion Date (as those dates may be adjusted in accordance with this Contract), the Contractor shall pay or allow the Company the liquidated damages set out in the Exhibit C - Compensation.

The payment or deduction of any liquidated damages pursuant to Article 16.0 shall not relieve the Contractor from its obligations to complete the Work or any of its other obligations and liabilities under the Contract

17.0 AUDIT RIGHTS

- 17.1 The Contractor shall prepare and retain full records relating to the performance of the Work.
- 17.2 The Company or its authorised representative(s) or agent(s) shall be granted access to examine and to take copies of all records referred to in Clause 17.1 other than records associated with fixed lump sums or unit rates.
- 17.3 The Contractor shall cause all records referred to in Clause 17.1 to be preserved in original form and in format agreed with the Company and made available for inspection pursuant to Clause 17.2, without charge, for a period of three (3) years after either the issue of the Final Acceptance Certificate or the earlier termination of the Contract.
- 17.4 Any amount by which the total payment by the Company to the Contractor exceeds the amount due to the Contractor as shown by the examination referred to in Clause 17.2 shall be returned to the Company.

18.0 VARIATION ORDER

- 18.1 The Company may from time to time order a Variation.
- 18.2 The Contractor shall comply with any Variation ordered by a Variation Order or other written instruction of the Company.
- 18.3 In addition to ordering a Variation a Variation Order may also order:
 - 18.3.1 a change to the dates specified in the Programme because of any extension of time granted by the Company pursuant to Clause 10.5.3;
 - 18.3.2 acceleration of the completion of the Work and/or achievement of Milestone(s) pursuant to Clause 10.8;
- 18.4 No Variation shall vitiate the Contract but the value, if any, of all such Variations shall be taken into account in ascertaining the Contract Price and the effect of such Variations shall be taken into account when assessing the effect, if any, upon the Programme.
- 18.5 No modification to the Work made necessary, directly or indirectly, by any Defect or by any act, omission or breach of the Contractor shall constitute a Variation or shall justify an increase to the Contract Price or vary the Programme. If such modification results in the cost and expense to the Contractor of performing the Work or any part thereof being less than the cost and expense as at the date of the award of the Contract the Contract Price shall be adjusted to take account thereof.
- 18.6 In the case of a dispute involving a Variation, the Company shall not be precluded from issuing an instruction to the Contractor to start the work detailed in such Variation on the rates included in the Contract until settlement of such dispute.
- 18.7 If the Contractor on receipt of a Variation Order or written instruction of the Company refuses or fails to proceed therewith with all due diligence and expedition and such refusal or failure continues for a period of two (2) working days after receipt of a written notice from the Company requiring compliance with the Variation Order or written instruction then, without prejudice to any other rights or remedies available to it, the Company may by itself or by engaging third parties complete the items covered by such Variation Order and the Company may deduct from payment due to the Contractor or recover by other means as a debt due from the Contractor all costs and expenses reasonably incurred in so doing.
- 18.8 The Variations shall be valued in accordance with the following principles:
 - 18.8.1 items of a similar nature to any contained in the Contract Price shall be valued at the rates or prices contained therein;

- 18.8.2 items which are dissimilar in nature to those included within the Contract Price shall, so far as may be reasonable, be valued by using the rates or prices for the nearest comparable items for such contained within the Schedule of Rates set forth in Exhibit B, Compensation as a basis for valuation;
- 18.8.3 where valuation in accordance with the above principles is impossible or unreasonable, a fair valuation shall be made by the Company.
- 18.9 Valuation in accordance with Clause 18.8.3 shall be made in consultation with the Contractor who shall comply with the Company's reasonable requests for information in connection therewith. Where the Contractor is unable to agree the valuation and/or method of valuation of any Variation within fifteen (15) calendar days, the Company shall set a rate or price in accordance with the foregoing principles and shall forthwith so inform the Contractor in writing and the Company will issue a Variation Order and the Contractor will carry out the Variation.
- 18.10 The Contractor shall provide the Company at monthly intervals with full and detailed contractual and documentary justification in support of any requests for additional payment to which the Contractor may consider itself entitled. The Company shall only make such additional payments if and to the extent that it is satisfied that:-
- 18.10.1 the Contractor has established a contractual right to such payment; and
- 18.10.2 the Contractor has supplied documents and other information required to substantiate the amount of such payment.
- 18.11 The Contractor shall, as soon as reasonably possible after the occurrence of the circumstances giving rise to the request for additional payment and in any event not later than five (5) working days, notify the Company of its intention to submit such a request and identify the clause or clauses of the Contract upon which such request is based.
- 18.12 Where the Contractor fails to:-
- 18.12.1 give notice of any request for additional payment in accordance with the requirements of Clause 18.10;
- 18.12.2 establish to the Company's satisfaction that it has a contractual right to payment;
- 18.12.3 provide documents or other information (if any) as required by the Company to substantiate the amount of such payment;
- 18.12.4 keep and/or maintain records required by the Company;
- 18.12.5 use all reasonable endeavours to minimize any increase in cost.
- the Contractor shall have no right to payment to the extent that the Company has been unable to substantiate or evaluate the claim for payment because of such failure.
- 18.13 If the Company omits any part of the Work by a Variation in accordance with Clause 18.1, the Company may perform such omitted part itself or engage a third party to do so and the Contract Price shall be reduced accordingly.
- 18.14 The Contractor shall not vary the Work unless and until it has received a Variation Order or written instruction from the Company.
- 18.15 The Contractor may from time to time propose to the Company any Variation that the Contractor considers may be in the interests of the Project.
- 18.16 Where any matter with respect to adjustments to the Contract Price, and/or Programme has not been finalized and without prejudice to the rights of either the Company or the Contractor, the Company having taken into account the relevant Contract provisions and all other relevant factors will make such adjustments as it considers to be fair and reasonable. The Company will inform the Contractor of decisions reached in this respect and will make appropriate payments in accordance with such decisions.
- 18.17 Without prejudice to the above the Contractor shall proceed diligently with the performance of the Work arising as a result of any Variation Order or instruction issued by the Company pending final

resolution of any claim, dispute, appeal, or action arising from any Variation Order or other written instruction issued by the Company.

19.0 COMPLIANCE WITH LAW

The Contractor shall comply with all Legislation and, subject to the provisions of Article 24.0, the Contractor shall indemnify the Company Group against all claims, demands, actions, proceedings, liabilities, losses, costs, damages and expenses (including, but not limited to, legal expenses) suffered or incurred by the Company because of the failure of the Contractor Group to comply with Legislation.

20.0 SUSPENSION

20.1 The Company may from time to time by notice to the Contractor suspend the Work or any part thereof.

20.2 Subject to Clauses 20.5 and 20.6, if the Contractor considers that the cost and expense of fulfilling its obligations under the Contract and/or the time required to perform the Work has or will increase due to any suspension under Clause 20.1, the Contractor shall make a written submission to the Company showing direct costs and expenses and/or additional time resulting from such suspension, the written submission which shall include justification in principle and such details as the Company shall reasonably require. The Company shall, if it agrees with such submission, adjust the Contract Price and/or grant an extension of time or require the Contractor to accelerate in order to make reasonable allowance for the foregoing matters.

20.3 The Contractor shall wherever possible mitigate any additional costs and expenses arising from suspension by utilising the Contractor's Personnel and Resources on Work other than the Work during the period of such suspension, provided always that such utilisation will not render the Contractor's Personnel and Resources unavailable to the Company immediately on recommencement of the Work, and will not prevent the Contractor fulfilling its obligations under the Contract.

20.4 Except as provided in Clause 20.2, the Company shall not be liable for any damages or any loss of anticipated profits or other losses, costs or expenses arising because of any suspension.

20.5 If the Company gives the Contractor notice that the Contractor is not complying with any of its obligations under the Contract, the Contractor shall demonstrate to the Company its intent to remedy such breach within forty-eight (48) hours and shall, within a further forty-eight (48) hours of receipt of such notice, commence to remedy such breach. If the Contractor fails to comply with the foregoing, the Company may suspend the whole or any part of the Work. In such event the Contractor shall not be entitled to payment of any costs, expenses or loss nor to any extension of time for delays resulting from such suspension.

20.6 The Contractor shall not be entitled to payment of any costs, expenses or loss resulting from any suspension because of Force Majeure.

20.7 If the Company wishes to suspend under Clauses 20.1 or 20.5, it shall give notice to the Contractor specifying the Work or that part of it which is to be suspended, the effective date of suspension, and such other instructions as the Company may wish to issue including, but not limited to securing and protecting Work in existence at the date of suspension. The Contractor shall upon receipt of such notice comply therewith.

20.8 The Company may at any time by notice to the Contractor authorise resumption of all or any part of the suspended Work and the Contractor shall, on being given such notice, resume performance of the Work or part thereof in accordance with the terms of such notice.

20.9 The Contractor shall, during any suspension, continue to perform any unsuspended Work with all due diligence.

20.10 The Contractor shall incorporate similar provisions to those in Article 20.0 in all Sub-Contracts.

21.0 TERMINATION

- 21.1 In the event that:-
- 21.1.1 the Contractor becomes bankrupt or makes or attempts to make any composition or scheme of arrangements with its creditors or any of them or, being a company or corporation, passes a resolution for winding up, or an order is made by the Court that the Contractor and/or the Guarantor shall be wound up (other than a voluntary winding up for the purposes of amalgamation or reconstruction) or the Court shall make an administration order in respect of the Contractor and/or the Guarantor, or a receiver or manager is appointed by the Court or the Contractor's and/or the Guarantor's creditors or any of them or the Contractor and/or the Guarantor shall become subject to any of the circumstances which entitle the Court or any creditor to appoint a receiver or manager, or which entitle the Court to make a winding up order or administration order in respect of the Contractor and/or the Guarantor; or
 - 21.1.2 the Contractor purports to assign or transfer the Contract or any right or interest therein, except in accordance with the Contract; or;
 - 21.1.3 the Contractor fails to comply with any Legislation; or
 - 21.1.4 the Contractor fails to comply with any reasonable instructions of the Company; or
 - 21.1.5 the Contractor fails to carry out any obligation under Clauses 26.5 or 26.6; or
 - 21.1.6 the Contractor abandons the Work; or
 - 21.1.7 the Contractor is in breach of Article 64.0 or
 - 21.1.8 the Contractor is in material or persistent breach of any other of its obligations under the Contract; or
 - 21.1.9 the Contractor fails to complete the Work by the date on which its liability for liquidated damages pursuant to Article 16.0 has reached the maximum overall aggregate amount specified in Article 16.0; or
 - 21.1.10 the Contractor, without valid reason or without the Company's consent fails to carry out the Work in accordance with the Programme; or
 - 21.1.11 NOT USED
- then
- 21.1.12 in the case of Clauses 21.1.1, 21.1.2, 21.1.6, 21.1.7 or 21.1.9, the Company may terminate the Contract with immediate effect or
 - 21.1.13 in the case of Clauses 21.1.3, 21.1.4, 21.1.5, 21.1.8, 21.1.10 or 21.1.11, the Company may give notice to the Contractor and if the Contractor refuses, or is unable to or fails to take steps satisfactory to the Company to remedy such occurrence or occurrences within forty-eight (48) hours after receipt of such notice the Company may terminate the Contract forthwith in whole or in part by giving further notice to the Contractor,
- but in the case of either Clause 21.1.1 or 21.1.2, without prejudice to the claims of either Party in respect of any breach prior to termination.
- 21.2 The Company may for any reasons other than those referred to in Clause 21.1 terminate the Contract in whole or in part at any time by giving not less than fifteen (15) working days' notice to the Contractor, and on expiry of such notice, the Contract shall forthwith terminate, but without prejudice to the claims of either party in respect of any breach prior to termination.
- 21.3 If the Company terminates pursuant to Clause 21.1:-
- 21.3.1 the Contractor shall cease performance of the terminated Work, but shall perform such other/Work or services or Work not terminated as the Company may direct for the purpose of protecting or storing any Work in the course of performance;
 - 21.3.2 the Company may or may engage third parties to complete the Work and for this purpose the Contractor shall:

- a) permit or procure permission for the Company or third parties acting on behalf of the Company to enter the Site to remove or complete the Work; and
 - b) provide all facilities and assistance reasonably requested by the Company
 - c) transfer to the Company the Contractor Provided Items and Company Provided Items already delivered to the Site and the assignment to the Company of all Sub-Contracts for Contractor Provided Items to be delivered as the Company may request.
- 21.3.3 All sums of money that may then be due or accruing due from the Company to the Contractor shall cease to be due or to accrue and the Company shall not be liable to pay to the Contractor any further monies on account of the Contract until the final cost and expense of removing and completion of the Work (including the making good of any Defects) have been ascertained by the Company. If such amount when added to the monies paid to the Contractor before the date of termination exceeds the total amount which would have been payable to the Contractor had the Contract not been terminated, the Company may deduct the difference from payment due to the Contractor or recover it by other means as a debt due from the Contractor.
- 21.4 If the Company terminates the Contract in accordance with Clause 21.1 or 21.2, the Contractor shall comply with all instructions of the Company including but not limited to those in respect of:-
- 21.4.1 the cancellation or assignment or novation of outstanding commitments;
 - 21.4.2 the performance of any Work required for the completion, protection and storage of the Work performed;
 - 21.4.3 the protection and/or removal of the Project Property as directed by the Company;
 - 21.4.4 the delivery by the Contractor or any Sub-Contractor of any portion of the Work to any place specified by the Company;
 - 21.4.5 the execution of all documents and all such other actions as may be required in order to vest in the Company all rights, set-offs and benefits held by the Contractor under or in connection with the performance of the Work;
 - 21.4.6 the assignment or novation to the Company of such Sub-Contracts as the Company may request;
 - 21.4.7 any other matters arising out of the Contract which the Company decides are necessary or expedient.
- 21.5 If the Company terminates the Contract in accordance with Clause 21.2 the Company shall pay the Contractor by way of full and final settlement for all Work satisfactorily performed prior to the date of termination (insofar as such amounts or items have not been covered by payments made prior to termination) the portion of the Contract Price for the part of the Work satisfactorily performed together with the amount of any costs, expenses and losses which have been properly and reasonably incurred by the Contractor directly and unavoidably on account of such termination and in respect of which the Contractor shall have provided full and proper substantiation to the satisfaction of the Company provided that the Company shall not be liable to the Contractor for any loss of anticipated profit on the Work so terminated.
- 21.6 In response to any instruction issued by the Company to perform further Work pursuant to Clause 21.4 the Contractor shall be paid for such Work on the basis of the Contractor's costs and expenses in respect of which the Contractor shall have provided full and proper substantiation to the satisfaction of the Company.
- 21.7 The termination of the Contract shall be without prejudice to any rights of either the Company or the Contractor which have accrued prior to such termination.

22.0 URGENT REPAIRS TO THE WORK

22.1 Where during the performance of the Work or during the Defects Liability Period, any Remedial Work becomes in the Company's opinion urgently necessary because of any circumstances involving actual or imminent risk of:

22.1.1 damage to the Work or any part thereof, and/or any property;

22.1.2 death or injury to persons;

22.1.3 loss of operation or production of hydrocarbons;

the Contractor shall immediately comply with the Company's instructions in relation thereto. Provided always that the Company shall, as soon after the occurrence of any such circumstances as may be reasonably practicable, confirm such instruction to the Contractor in writing.

22.2 Nothing contained herein shall relieve the Contractor from its obligations to ensure the safety of the Work or any person.

22.3 If the Contractor is unable or unwilling at once to do such Remedial Work the Company may by itself or by engaging third parties, carry out such Remedial Work. If such Remedial Work is work which the Contractor was liable to do at its own cost and expense under the Contract or at law, all costs and expenses properly incurred by the Company in connection therewith shall be recoverable as a debt from the Contractor by the Company, or may be deducted by the Company from any monies due or which may become due to the Contractor

23.0 FORCE MAJEURE

23.1 For the purposes of the Contract "Force Majeure" means any of the following exclusive list of events or circumstances but only to the extent the occurrence of such events or circumstances are not reasonably foreseeable as of the date hereof and/or beyond the reasonable control of the affected party, could not be avoided or prevented by the affected party with due care and at reasonable expense (net of insurance proceeds) and which has the effect of preventing or making unlawful the implementation and the performance of all or part of the obligations of the affected party (except the obligation to pay money):

23.1.1 any act of war (whether declared or undeclared), invasion, armed conflict or act of foreign enemy, blockade, embargo, revolution, riot, insurrection, civil commotion, act of terrorism, or sabotage;

23.1.2 strikes, go-slows or works to rule that are widespread or nationwide, of a political nature unless affecting only or caused by the affected Party or, in the case of Contractor, any of its Subcontractors; and

23.1.3 significant archaeological discoveries in the Block officially recognised by a relevant Governmental Authority; and

23.1.4 natural events, including:

a) acts of God, including earthquake, volcanic activity, hurricane, cyclone, flood, or lightning, and the consequences arising therefrom;

b) explosion or chemical contamination (other than resulting from an act of war); and

c) epidemic or plague.

23.2 Save as specifically mentioned in Clause 23.1, weather conditions shall not constitute Force Majeure. The shortage of labour, materials or other Resources shall not constitute Force Majeure unless caused by circumstances which are themselves Force Majeure.

23.3 If either party to the Contract is unable because of Force Majeure to carry out its obligations under the Contract, then as soon as possible after the occurrence of the event of Force Majeure the party so affected shall give notice to the other party giving full particulars of the circumstances constituting the Force Majeure and of the obligation the performance of which is thereby affected. The party giving such notice shall then be excused the performance of such obligation for so long as the circumstances of Force Majeure may continue provided that such party shall take all reasonable steps to avoid, minimise or overcome the effects of Force Majeure.

- 23.4 If Force Majeure causes a delay in the performance of the Work or any part of it then the Contractor may apply to the Company for an extension of time in accordance with Clause 10.5 for performance of the Work or the part of the Work affected.
- 23.5 Each party shall be liable for and shall bear all of its own costs, expenses and losses incurred because of an occurrence Force Majeure.
- 23.6 Upon cessation of any Force Majeure occurrence, the Contractor shall prepare a revised Programme to include for rescheduling of the Work so as to minimize the effects of the delay and having made due allowance for any instruction to accelerate the Work issued under Clause 10.8, the Company shall issue a Variation Order to adjust the Programme in order to take into account any remaining effects of such delay.
- 23.7 Provided however, that where a Force Majeure circumstance has not ceased within ninety (90) consecutive calendar days of its occurrence the Company and the Contractor shall promptly meet at the written request of either the Company or the Contractor, in order to review the situation and agree upon the measures necessary to accommodate the Force Majeure occurrence. In the event that the Company and the Contractor do not find a mutually acceptable solution within ninety (90) consecutive calendar days of the initially requested meeting and if at the expiry of those ninety (90) consecutive calendar days the Force Majeure circumstance still continues either the Company or the Contractor may terminate the Contract. Such termination shall be treated in accordance with Clauses 21.2, 21.4, 21.5, 21.6 and 21.7.

24.0 INDEMNITY

24.1 Sickness, Disease, Injury or Death of Employees

- 24.1.1 COMPANY shall indemnify, defend and hold harmless CONTRACTOR GROUP against any and all CLAIMS in respect of injury to or sickness, disease or death of any person employed by or engaged on behalf of COMPANY GROUP arising out of or in connection with the CONTRACT from any cause whatsoever including but not limited to the negligence or breach of duty (whether statutory or otherwise) of CONTRACTOR GROUP.
- 24.1.2 CONTRACTOR shall indemnify, defend and hold harmless COMPANY GROUP against any and all CLAIMS in respect of injury to or sickness, disease or death of any person employed by or engaged on behalf of CONTRACTOR GROUP arising out of or in connection with the CONTRACT from any cause whatsoever including but not limited to the negligence or breach of duty (whether statutory or otherwise) of COMPANY GROUP.

24.2 Physical Property

- 24.2.1 Subject to Clauses 24.3 COMPANY shall be liable to, indemnify, defend and hold harmless CONTRACTOR GROUP against any and all CLAIMS in respect of:
- a) loss of or damage to physical property (including but not limited to plant ,equipment , material , goods , premises ,facilities, vessels , rigs , jack up barges ,aircraft , helicopter or motor vehicles) owned, supplied, hired, chartered or borrowed under other agreements by COMPANY GROUP;
 - b) the raising, removal, destruction, lighting or marking of any debris of such physical property; arising out of or in connection with the CONTRACT from any cause whatsoever including but not limited to the negligence or breach of duty (whether statutory or otherwise) of CONTRACTOR GROUP but excluding CONTRACTOR GROUP's WILFUL MISCONDUCT.
- 24.2.2 The Contractor shall be liable for, indemnify, defend and hold harmless the Company Group against any and all Claims in respect of:
- a) loss of or damage to physical property (including but not limited to plant ,equipment , material , goods , premises ,facilities, vessels , rigs , jack up barges ,aircraft , helicopter or motor vehicles) owned, supplied, hired, chartered or borrowed under other agreements by CONTRACTOR GROUP;

- b) the raising, removal, destruction, lighting or marking of any debris of such physical property; arising out of or in connection with the Contract from any cause whatsoever including but not limited to the negligence or breach of duty (whether statutory or otherwise) of the Company Group but excluding the Company Group's Wilful Misconduct.
- 24.2.3 For the purposes of Clause 24.2.3 "Company Group's Existing Property" means all onshore infrastructure (such as but not limited to equipment, pipeline, plant, facility) located in the site.
- 24.3 **Project Property**
- 24.3.1 Notwithstanding the provisions of Clause 24.2, the Contractor shall be liable for, indemnify, defend and hold harmless the Company Group against any and all Claims in respect of:
- (a) loss of or damage to the PROJECT PROPERTY whilst within the care, custody or control of CONTRACTOR GROUP arising from any cause whatsoever including but not limited to the negligence or breach of duty (whether statutory or otherwise) of COMPANY GROUP;
- (b) loss of or damage to the PROJECT PROPERTY not within the care, custody or control of CONTRACTOR GROUP provided that such loss or damage arises from any defect, act, error, omission or negligence of CONTRACTOR GROUP including CONTRACTOR GROUP's WILFUL MISCONDUCT;
- arising out of or in connection with the CONTRACT.arising out of or in connection with the Contract.
- 24.3.2 Provided that CONTRACTOR's indemnity under Sub-Clause 24.3.1 shall be limited, except in the case of CONTRACTOR's WILFUL MISCONDUCT, to the sum equal to the Policy deductibles as stated in clause 25.6 for which CONTRACTOR is responsible
- 24.3.3 Provided further that in the case of loss or damage in the PREMISES and transits between such PREMISES CONTRACTOR shall be liable under Sub-Clause 33.3.1 for the full amount of such loss or damage and shall indemnify, defend and hold harmless COMPANY GROUP from and against all CLAIMS equivalent to the value of monies paid by COMPANY to CONTRACTOR GROUP on account or for staged payments and free issue materials provided by COMPANY GROUP to CONTRACTOR GROUP.
- 24.3.4 Any manufacturing defect shall not be considered as physical loss or damage for the indemnity given above.
- 24.3.5 For the avoidance of doubt the above indemnities shall not apply to any Defective Part itself unless all of the following are satisfied:
- a) such Defective Part has suffered physical loss or physical damage;
- b) such physical loss or physical damage was caused by an insured peril external to that part; and
- c) the defect did not cause or contribute to the physical loss or physical damage.
- 24.3.6 For the purpose of Clause 24.3.6, "Defective Part" shall mean any part of the subject matter insured which is or becomes defective and/or unfit or unsuitable for its actual or intended purpose, whether by reason of faulty design, faulty Contractor Provided Items, faulty workmanship, a combination of one or more thereof or any other reason whatsoever. The term "Defective Part" shall also include such ancillary components, which are not themselves faulty, but which would normally be removed and replaced by new components when the component that is faulty is rectified.
- 24.4 **Third Parties' Employees and Property**
- 24.4.1 The Contractor shall be liable for, and shall defend, indemnify and hold the Company Group harmless from and against any Claim in connection with:
- a) loss of or damage to any Third Party property; and
- b) death or sickness of or injury to any Third Party

arising out of or in connection with the performance of this Contract, to the extent caused by any negligence and/or breach of duty (statutory or otherwise) of the Contractor Group. For the purposes of this Clause 24 (Indemnities and Liabilities), the words "Third Party" shall mean any party which is not a member of the Company Group or the Contractor Group.

24.4.2 The Company shall be liable for, and shall defend, indemnify and hold the Contractor Group harmless from and against any Claim in connection with:

- a) loss of or damage to any Third Party property; and
- b) death or sickness of or injury to any Third Party

arising out of or in connection with the performance of this Contract, to the extent caused by any negligence and/or breach of duty (statutory or otherwise) of the Company Group.

24.4.3 Provided that the Contractor's indemnity under this Clause 24.4.2 shall be limited to US\$ 1,000,000 (US Dollars One Million) any one Occurrence. Each Parties' liability in excess of this amount shall then be determined at law.

24.5 Breach of Contract

24.5.1 Without prejudice to any other indemnities given by Contractor under this Clause 24 Contractor shall indemnify and hold harmless the Company Group against all Claims whatsoever arising suffered or incurred by the Company:

- a) resulting from failure by Contractor to comply with Article 54.0 or damage, disconnection, disruption or interference to any cables, pipes, equipment and/or other items present on the Site which are not required to be disconnected, disrupted or interfered with as an inevitable consequence of performing the Work or in accordance with the Contract or when specifically instructed by the Company in writing;
- b) in respect of any or all Defects and Remedial Work incurred by the Company prior to the issue of the Final Acceptance Certificate in accordance with Clause 14.17 and
- c) due to the failure of Contractor Group to comply with Legislation;
- d) in respect of liens, charges or other encumbrances attaching to property of the Company Group and attaching to any Company Provided Items for use for or in connection with the performance of the Work;
- e) as a result of failure by Contractor to comply with Clauses 15.13 and 26.1;
- f) in connection with withholding or failure to withhold sums in accordance with Clauses 15.13 and 26.1 in respect of income and other taxes from payments made by the Company to Contractor or to any Subcontractor to the extent that such withholding may be required by Legislation, orders, rules or directions of any competent taxing authority as may arise due to Contractor's failure to inform the Company of any relevant matter in a timely fashion. The Company shall undertake to supply any certificate of such withholding as is required by law;
- g) as a result of failure by the Contractor to comply with the requirements for the importation and exportation of materials and/or equipment in Clauses 6.13, 6.14, 6.15 and 6.18;
- h) arising out of or in connection with any actual or alleged infringement of any relevant intellectual property rights (as defined in Article 31.0 (Intellectual property));
- i) resulting from failure by Contractor to comply with Clauses 48.2.2 and 48.2.3; and
- j) without prejudice to Clause 24.7.1g) arising from claims to salvage made by any employee, agent or officer of Contractor Group relating to any property not being property of the Company Group or Contractor Group.

- 24.5.2 Contractor shall defend, indemnify and hold the Company harmless from and against all taxes assessed or levied against or on account of wages, salaries or other emoluments or deemed benefits paid to Contractor's employees or the employees of its Subcontractors of any tier or any other person employed in connection with the performance of the Contract.
- 24.5.3 Contractor shall indemnify, defend and hold the Company harmless from and against any and all taxes assessed or levied against it in respect of any item of Equipment and all other facilities, labour, materials, consumables and services provided by Contractor required to perform the Work including but not limited to customs duties, excise duties, port dues, brokerage fees, import or export charges, occupation of location and other like taxes.
- 24.6 Compliance with Insurance Requirements**
- 24.6.1 Neither Contractor nor Contractor Group shall be entitled to rely upon the indemnity in Sub-Clauses 24.2.1 and 24.3.2 and the limitations in Sub-Clauses 24.6 above in any case where the Contractor Group fails to comply with any of the conditions or warranties in any of the Company's insurance policies and /or fail to comply with any requirement of the Quality Assurance in Article 51.0 (Quality Assurance) and in such event the Contractor shall indemnify, defend and hold harmless the Company Group against any and all Claims in respect of:
- a) the Company's physical property; and
 - b) Project Property;
- arising from any such failure.
- 24.7 Claims Procedure**
- 24.7.1 Notice**
- If either Party becomes aware of any matter that may give rise to a claim against the other under the indemnities in the Contract the Party shall give notice of that fact as soon as reasonably practicable to the Party giving the indemnity ("Indemnifying Party").
- 24.7.2 Investigation by Indemnifying Party**
- 24.7.3** Without prejudice to the validity of the claim or alleged claim in question, a Party seeking to rely on an indemnity ("Claiming Party") shall allow, the Indemnifying Party (at its own cost) and its technical and professional advisers to investigate the matter or circumstance alleged to give rise to such claim and whether and to what extent any amount is payable in respect of such claim. The Claiming Party shall give, and shall procure that its relevant Affiliates, Coventurers and Sub-Contractors ("Group Members") give, (subject to their being paid all reasonable costs and expenses), all such information and assistance, including access to premises and personnel, and the right to examine and copy or photograph any equipment, accounts, documents and records, as the Indemnifying Party or its technical or professional advisers may reasonably request. Provided that this Sub-Clause shall not entitle the Indemnifying Party, its technical or professional advisers to information which is or would be legally privileged and the Claiming Party shall not be obliged to provide any commercially sensitive data of it or its Group Members unless such information is essential to determine the claim.
- 24.7.4 Third Party Claims**
- a) If the claim in question is a result of or in connection with a claim by or liability to a third party then:
 - (i) the Claiming Party shall consult with the Indemnifying Party and shall fully investigate the claim;
 - (ii) the Claiming Party shall give and shall procure that its Group Members give, subject to their being paid all reasonable costs and expenses, all information and assistance (including access to premises and personnel and the right to copy, photograph or photocopy, any assets, accounts, documents or

records) reasonably required by the Indemnifying Party and its advisers to investigate the Claim;

- (iii) no admission of liability shall be made by or on behalf of the Claiming Party or any of its Group Members and the Claim shall not be compromised, disposed of or settled without the consent of the Indemnifying Party (such consent not to be unreasonably withheld or delayed);
- (iv) the Claiming Party shall take such action as the Indemnifying Party may reasonably request to avoid, dispute, resist, compromise or defend the claim or to transfer conduct of the Claim to the Indemnifying Party; and
- (v) notwithstanding anything to the contrary, the Indemnifying Party shall only indemnify the Claiming Party for the costs reasonably incurred by the Claiming Party or any of its Group Members in taking such action provided that the Indemnifying Party is consulted as to the proposed course of action and the professional advisers to be used, before such costs are incurred, and is thereafter provided with regular progress reports and updates of costs incurred.

24.7.5 Damage and Accident Report

- a) Contractor shall immediately report to the Company and, if such report is given orally, confirm in writing to the Company within one (1) working day:
 - (i) all loss or damage to any Equipment or Company Provided Items or property of third parties;
 - (ii) all accidents, injuries or death of any person(s);
 - (iii) all reportable incidents under Legislation;

and Contractor shall in such report or as soon as reasonably practicable thereafter notify the Company of the cause or causes, nature and extent of such loss, damage, accident, injury, death or incident and of the steps that Contractor has or will be taking to deal with them.

- b) In addition, Contractor shall permit the Company to participate in any investigation into any of the above and shall (in any event) provide the Company with a full report of the investigation's findings, together with any follow-up or additional reports.

24.7.6 Extent of Indemnities and Limitations

- a) In the Contract, the benefit of all indemnities and exclusions, limitations and provisions dealing with allocations of liability shall:
 - (i) where given by the Company, be equally effective against all other members of the Company Group and the respective insurers of the Company, its Co-Venturers and co-licensees;
 - (ii) where given to or in favour of Contractor, be deemed effective also in favour of all members of Contractor Group;
 - (iii) where given by Contractor, be equally effective against all other members of Contractor Group and the respective insurers of Contractor, its Co-Venturers and co-licensees;
 - (iv) where given to or in favour of the Company, be deemed effective also in favour of all other members of the Company Group;
 - (v) be effective in contract, negligence or other tort, statute and at law; and
 - (vi) survive expiry or termination of the Contract.

25.0 INSURANCE

25.1 Contractor's Insurance

- 25.1.1 The Contractor shall effect and maintain and shall ensure Sub-Contractors effect and maintain throughout the continuance of the Contract, insurance policies with insurers and under forms of policies satisfactory to the Company, which shall include but not be limited to the types and amounts set out in Clause 25.2. All such policies shall be suitably endorsed as territorial and/or navigational limitations to include the work covered by the Contract. The Contractor shall bear any and all excesses, deductibles or franchises incorporated therein.
- 25.1.2 The Contractor shall provide the Company with a certificate of insurance endorsed by the Contractor's insurers or brokers in a form acceptable to the Company. Certificates shall be provided within fourteen (14) calendar days of the Effective Date of Commencement, unless a current certificate has already been provided to the Company. The Contractor shall also provide the Company with updated certificates on the renewal anniversary of all policies required hereunder. Failure to provide such a Certificate may be taken by the Company to indicate that the Contractor has failed to meet its obligations to provide the required insurance cover under the Contract.
- 25.1.3 The Contractor shall give immediate notice to the Company and all insured parties if there is any cancellation or material change affecting the Company's or any insured party's interest in respect of the insurance set out in Clause 25.2.
- 25.1.4 If any policy is cancelled or there is a material change which may affect the Company's interest, or if the Contractor shall fail to effect or maintain any policy which it is required by the Contract to effect and maintain, the Company may at its sole discretion effect and maintain any such insurance or additional insurance as the Company shall consider necessary and deduct the costs of any applicable premium from any monies due or which may become due to the Contractor, or recover the same as a debt due from the Contractor.
- 25.1.5 All legal liability policies required under Clause 25.2, shall contain an agreement from the insurers to waive their rights of subrogation against the Company Group and shall contain a cross liabilities clause.

25.2 The Contractor's and Sub-Contractors' Policies

The insurances referred to above are:

- 25.2.1 Workmen's Compensation Arrangements or as applicable Employer's Liability insurance for an amount which shall comply with LEGISLATION. Such insurance shall cover CONTRACTOR's PERSONNEL and shall contain an Indemnity to Principals clause.
- 25.2.2 General Third Party insurance with a combined bodily injury and property damage limit of not less than \$1,000,000 (US Dollars One Million) per occurrence or series of occurrences arising from the one event. Such insurance shall contain an Indemnity to Principals clause.

AND WHERE APPLICABLE

- 25.2.3 All Risk insurance covering loss of or damage to the property of the Contractor Group (including but not limited to Contractor Items, property and equipment owned, leased or rented by, or otherwise in the care, custody or control of, Contractor Group) for the full replacement value thereof. Coverage will be on an "all risks" basis of physical loss of or damage to property and equipment owned, leased or rented by, or otherwise in the care, custody or control of, Contractor Group, including equipment, specialty tools and property used in the Services and/or course of construction, including transit. Such insurance will be amended to include coverage for the perils of flood, earthquake (including subsidence) and exceeding the lifting capacity of machinery in operation.
- 25.2.4 All risks transit insurance covering loss of or damage to Contractor's / Subcontractor's for all Contractor Items and for all goods, equipment and materials that will form part of the Onshore Facilities whilst in transit to the Site.

- 25.2.5 Motor Vehicle Liability insurance which shall comply with Legislation on vehicles used in connection with the Contract.
- 25.3 The Company's Insurance
- Without prejudice to the liabilities of the Contractor elsewhere in the Contract, the Company shall effect and maintain up until the date of the issue of the Provisional Acceptance Certificate(s) and for twenty four (24) months thereafter for maintenance work Construction All Risks insurance as described hereunder. Each Policy shall insure the Company Group and the Contractor Group.

26.0 TAXATION

26.1 Definitions

For the purposes of this Clause 26 (Taxation):

- (a) "Tax" or "Taxes" means taxes, levies, duties, fees, charges and contributions as amended from time to time and any interest or penalties thereon;
- (b) "Government Authority" or "Government Authorities" means any local or national government or authority of any country, competent to levy any Tax;
- (c) "Goods & Services Tax" or "GST" shall include Central Goods & Service Tax ("CGST"), State Goods & Service Tax ("SGST"), Integrated Goods & Service Tax ("IGST"), Union Territory Goods & Service Tax ("UTGST") & GST Compensation Cess.

26.2 Person Responsible for payment of taxes

26.2.1 General:

Except as may be expressly set out in this Contract, the Contractor shall be responsible for:

- (a) the payment of all Taxes now or hereafter levied or imposed on the Contractor or its Subcontractors or on the personnel of the Contractor or its Subcontractors by any Government Authority in respect of any wages, salaries and other remuneration paid directly or indirectly to persons engaged or employed by the Contractor or its Subcontractors (hereinafter referred to as "Personal Income tax");
- (b) the payment of all Taxes now or hereafter levied or imposed by any Government Authority on the actual/assumed profits and gains made by the Contractor or its Subcontractors (hereinafter referred to as "Corporate Incometax");
- (c) the payment of all GST now or hereafter levied or imposed by any Government Authority on the supply of goods or services, if any, provided to the Company by the Contractor or its Subcontractors;
- (d) the payment of all Taxes now or hereafter levied or imposed by any Government Authority on the mentioned goods only, namely, petroleum crude, HSD, Petrol, Natural Gas & ATF, if any, sold to the Company by the Contractor or its Subcontractors (hereinafter referred to as "Sales tax/VAT/CST");
- (e) the payment of all Taxes now or hereafter levied or imposed by any Government Authority on the mentioned goods only, namely, petroleum crude, HSD, Petrol, Natural Gas & ATF, if any, manufactured by the Contractor or its Subcontractors for sale to the Company (hereinafter referred to as "Excise Duty");and
- (f) the payment of any other Taxes now or hereafter levied or imposed by any Government Authority on the Contractor or its Subcontractors as a result of the performance of this Contract.

26.2.2 Exception to General:

Prior to commencing the Services, the Contractor shall notify the Company whether or not it has Fixed Establishment in India. If the Contractor notifies the Company that it does not have Fixed Establishment in India, then, any Indian GST chargeable on the services provided by the Contractor under this Contract shall be paid by the Company directly to the relevant Government Authority.

26.2.3 Reimbursement of Taxes to the Contractor

It is acknowledged that responsibility for payment of Taxes to the Government Authority will be governed as per clause 26.2.1 and 26.2.2, the Contractor will be reimbursed only for such Taxes which will be agreed to be reimbursed in the Compensation Schedule attached to the individual Contract Form(s).

26.2.4 Pricing

The Parties agree that details of Taxes included in, or excluded from, the Contractor's prices and/or rates shall be as stated in the Compensation Schedule to the Contract and nothing in this Clause 26 shall be construed to affect or prejudice such details as stated in the Compensation Schedule.

26.3 Withholding taxes and Withholding certificates

26.3.1 The Company shall, at the time of its payments due to the Contractor, withhold the necessary taxes at such rate as is required by any Government Authority, unless and to the extent that the Contractor shall produce to the Company any certificate issued by a Government Authority (having authority to issue such certificate) entitling the Contractor to receive the payments under the Contract for a prescribed period without deduction of any tax or deduction at a lower rate.

26.3.2 The Company shall provide the necessary withholding tax certificates to the Contractor within the time stipulated by the relevant law to enable the Contractor to file the same with the Government Authority as a proof of payment of such taxes.

26.4 Person Responsible for filing of returns / information to Government Authorities

26.4.1 The Contractor shall be responsible for filing all necessary Tax returns (including, without limitation, returns for Corporate Income tax, Personal Income tax, GST, Sales tax and Excise Duty) with the relevant Government Authorities in accordance with all applicable statutory requirements and shall be responsible for providing all information requested by such Government Authorities.

26.4.2 The Contractor shall also ensure that its Subcontractors file such returns as stipulated by the relevant Government Authorities and furnish such information as requested for by the relevant Government Authorities.

26.4.3 The Company, with respect to the tax withheld from the Contractor in accordance with Clause 26.3 (Withholding Tax and Withholding Tax Certificates), shall be responsible for filing the withholding tax returns with the relevant Government Authorities in accordance with applicable statutory requirements.

26.5 Company's rights, if treated as representative assessee by Government Authorities

In certain situations, a Government Authority may treat the Company as the representative assessee of the Contractor and/or its Subcontractors and recover the Taxes due to the Government Authority by the Contractor or its Subcontractors from the Company. In such situations, the Company shall have the following rights:

- (a) The Company shall be entitled to recover from the Contractor, the Taxes paid on behalf of the Contractor or its Subcontractors (together with any costs and expenses incurred by the Company in connection therewith) or to retain the same out of any amounts to be paid to the Contractor or its Subcontractors that may be in its possession (whether due under this Contract or otherwise) and shall pay only the balance, if any, to the

- Contractor; and
- (b) If the Company is required to furnish any details or documents in such capacity, the Company shall request the details or documents to be furnished to it by the Contractor and the Contractor shall immediately furnish the same to the Company. If the Contractor fails to comply with the foregoing, any penalty/interest levied on the Company for non-filing or late filing of details or documents in this regard shall be recoverable from the Contractor.

26.6 Indemnity

The Contractor shall defend, indemnify and hold the Company Group harmless from and against any Claim in connection with any Taxes which may be levied or imposed on the Contractor or its Subcontractors by any Government Authority arising out of or in connection with the performance of this Contract.

26.7 Change in Law

If, after the Effective Date of this Contract, there is any change in law which results in a change in the rate of any Tax included in the Contractor's prices or rates or the introduction of a new Tax and such change results in an increase or decrease in the cost to the Contractor of performing this Contract then the Parties shall agree to a revision in pricing to reflect such change provided that:

- (a) the Party requesting such revision shall promptly (and in any case prior to submission of the Contractor's final invoice under this Contract) notify the other Party that such change in law has arisen; and
- (b) the Party requesting such revision shall provide the other Party with documentary proof of such change in cost to the reasonable satisfaction of the other Party; and
- (c) the provisions of this Clause 26.7 (Change in Law) shall not apply to changes in Personal Income tax or Corporate Income tax or to changes in non-Indian Taxes.

26.8 Exemption / Benefits from Customs / Integrated Goods & Service Tax Act (IGST)

The Contractor shall use its best endeavours to obtain any exemption/benefits from payment of customs and IGST in respect of the Contractor's Equipment, which the Company and/or the Contractor is entitled in accordance with notifications (applying to machinery, plant equipment, materials and supplies imported for use solely and exclusively on matters related to petroleum operations) issued by the Government of India from time to time (the "Notifications"). Without limiting this obligation, the Contractor shall follow the procedures set out below. The Company shall provide all reasonable assistance to the Contractor in obtaining such exemption(s).

- 26.8.1 The Contractor shall obtain an Essentiality Certificate from the Directorate General of Hydrocarbons, India for all Contractor's Equipment for which such a certificate is required. All costs associated with obtaining such a Certificate shall be borne by the Contractor.
- 26.8.2 The documents required to obtain an Essentiality Certificate include the relevant commercial invoice, CIF value, airway bill/original bill of lading and a technical report on the relevant item of Contractor's Equipment. The Contractor shall provide those documents with such application for an Essentiality Certificate.
- 26.8.3 The Contractor shall be responsible for obtaining clearances required to re-export all equipment, spares and consumables brought into India, except those which have been consumed in the Services. The Contractor shall make all necessary arrangements to obtain permission of the Reserve Bank of India directly in relation to the re-export, with reasonable assistance from the Company. In the event of any delay in re-export or non-compliance with any required formalities thereof, the Contractor shall be responsible for any duty, penalty or interest levied or leviable under any relevant legislation or rules in connection therewith.
- 26.8.4 The Contractor shall use its best endeavours to complete re-export of all Contractor's Equipment within 45 days of the date of the expiry or termination of the Contract, and in any event shall complete re-export in accordance with the requirements of the relevant Essentiality Certificate. All Contractor's Equipment shall be imported exclusively for the Company and shall

be re-exported (except those, which have been consumed in the Services) on completion of the Services or earlier termination of the Contract. Contractor shall maintain a record of that and shall furnish the same to Company on demand.

- 26.8.5 If the Company is required to provide any statutory license or monetary bond or undertaking required for importing Contractor's Equipment by customs or any Government regulatory body, the Contractor shall, on request, provide a back-to-back bond/undertaking as required by Company. Company will have the right to recover the penalty/taxes imposed by government authorities on Company due to any default by contractor while importing goods as per clause 26.8.

26.9 Responsibility for Payment of Customs/IGST

For items which are imported into India by the Contractor for this scope of work, Custom Duty Exemption is available against EC as per relevant Custom Notifications. Contractor shall import items on their IEC code. Contractor to note that Custom duty exemption is available to only one level below the Company. Contractor may hence explore alternate methods such as high Sea Sales etc. Company will provide documentary support for availing EC. Project Authorization Certificate (PAC) for import of raw material into India may be availed by Contractor with support from Company. Bidder shall carry out reconciliation of all material imported under the EC and submit the same to Company for their acceptance. Closure of EC and PAC with relevant authorities shall be Contractor's responsibility. All re-export formalities shall be Contractor's responsibility at all the times.

If, notwithstanding the exemptions available under the Notifications, the Contractor is prevented from importing into India any item of the Contractor's Equipment required for the performance of this Contract without payment of Customs Duty thereon, the Contractor shall immediately notify the Company. In such circumstances only, any Customs Duty payable in respect of such item shall be borne by the Company, unless such failure to obtain Custom or IGST exemption/benefits has arisen as a result of fault on the part of the Contractor or failure by the Contractor to comply with the provisions of Clause 18.8 (Exemption /Benefits from Customs/IGST).

For avoidance of doubt, any IGST payable on any imports (including Contractor's Equipment) irrespective of the Contractor availing or not availing any exemptions / benefits available under the Notifications, for any reason whatsoever, will not be reimbursable by the Company and will at all times be to the Contractor's account.

26.10 Contractor to Indemnify Company

The Contractor shall be liable for and shall defend, indemnify and hold the Company Group harmless from and against any Claim in connection with any item imported by the Contractor to which the Notifications do not apply and which is not imported at the request of the Company for the performance of this Contract.

26.11 Use of Equipment

The equipment, spares and consumables imported for petroleum operations under this Contract shall not be used or deployed by the Contractor for any purpose other than the provision of the Services. In the event that the equipment, spares or consumables are used or deployed for any purpose other than the provision of the Services, the Contractor shall be liable for all additional duty, fines or penalties imposed or other actions taken by the customs department or any relevant authority.

26.12 GST Compliances by Contractor

- a) Notwithstanding anything contained hereinabove, the Contractor shall strictly and in a timely manner, adhere to and undertake all acts, omissions and compliances required under the applicable GST laws to ensure that the Company is able to avail the Input Tax Credit/set off/rebate/refund of the GST (along with cesses and surcharges, if relevant) applicable on the supplies made by the Contractor to the fullest extent possible under law. In this regard, without limiting the generality of the foregoing obligation in any manner whatsoever, Company reserves the right to specify, for the supplies envisaged under this Contract by

the Contractor, the particular compliances to be undertaken (including aspects like (i) whether Contractor should charge IGST or CGST-plus-SGST; (ii) from where the billing should be undertaken and to which registration of the Company; (iii) whether the Contractor should be responsible to generate the E-Way Bill; (iv) the format of invoices/credit and debit notes/advance receipt vouchers; (v) maintenance of 'Compliance Rating' above a specified threshold; etc) and the relevant timelines for such compliances based on the applicable GST laws.

- b) The Contractor acknowledges that any failure in the foregoing obligations (including undertaking the ones specifically instructed by the Company, if any) can cause significant losses to the Company in the form of loss of GST credit, statutory interest liability on such credit loss (under applicable GST laws) and adverse impact on compliance rating and thus, undertakes to carry out this foregoing obligation with sincerity, due diligence and without any delay or demur.
- c) The Parties agree that the Company reserves the right to reimburse the GST component on supplies received only when the corresponding credit has become available in the electronic credit ledger of the relevant GST registration of Company.
- d) Without prejudice to any other indemnification obligation under this Contract, the Contractor agrees to, at all times, to hold harmless and indemnify Company from and against all claims, liabilities, expenses, proceedings, costs and losses that may be suffered or incurred by Company which may arise out of or in connection with any failure by the Contractor to adhere to its obligations including but not limited to its obligations under clause 26.12 (a) above. In this regard, the Contractor also hereby indemnifies Company from any costs, claim or liability arising out of any claim or action or omission by any employee or consultant or agent or outsourced staff or subcontractor of the Contractor.

27.0 LIENS AND CLAIMS

- 27.1 The Contractor shall protect and hold all property of the Company Group free from all liens, charges and other encumbrances.
- 27.2 Upon receipt of a notice from the Company the Contractor shall discharge or cause to be discharged all liens, charges or other encumbrances attaching to or upon any Contractor Provided Items, Equipment or other items provided by the Contractor Group for use for or in connection with the performance of the Work which in the opinion of the Company may adversely affect the performance of the Contractor's obligations under the Contract.
- 27.3 The Contractor shall indemnify and defend the Company Group against any and all claims, losses, costs, damages and expenses in respect of liens, charges or other encumbrances.
- 27.4 The Company may discharge any lien, charge or other encumbrance and may deduct from payment due to the Contractor or recover by other means as a debt due from the Contractor all costs and expenses reasonably incurred in so doing.

28.0 WAIVER OF CONTRACT PROVISIONS

- 28.1 The Contract shall not be waived in whole or in part except as agreed in writing by both parties by executing an amendment to the Contract.
- 28.2 No failure or neglect on the part of the Company to exercise any right or remedy and no single or partial exercise thereof shall preclude any further or other exercise of such right or remedy or any other right or remedy it may have under the Contract or at law.
- 28.3 No Approval, consent, certificate, test or inspection required or permitted by the Company or any of its representatives, agents or personnel and no opinion, recommendation or instruction given or made by or on behalf of the Company shall prejudice or affect in any way the liability of the Contractor to perform his obligations under the Contract strictly in accordance with the terms thereof and the rejection of any part of the Work shall not be deemed to constitute an Approval of any part thereof not so rejected.

29.0 TITLE AND PASSING OF RISK

- 29.1 Property in the Work or any part thereof including but not limited to all drawings, files, documents, calculations, software, data, information, Company Provided Items and other items shall pass to the Company as soon as prepared, incorporated into, appropriated to or used for the Work, delivered to the Site or paid for by the Company (whichever shall first occur) and shall be clearly marked (where possible) as the Company's property by the Contractor.
- 29.2 The Contractor shall if so required by the Company execute any assignment or like document in order to give effect to Clause 29.1.
- 29.3 Notwithstanding the passing of property to the Company in accordance with Clause 28.1 and subject to clause 24.3, the risk and responsibility for the Work or any part thereof shall remain with the Contractor until Provisional Acceptance.
- 29.4 The property in any Contractor Provided Items, which are not in accordance with the Contract and which are rejected by the Company shall, except where the Company notifies to the contrary, revert to the Contractor or the Sub-Contractor. All Contractor Provided Items, for which no payment has been made by the Company (other than the amounts properly withheld by the Company) and which are not incorporated into, or required in connection with the operation of the Onshore / Facilities shall become the property of the Contractor or Sub-Contractor, upon the issue of the Provisional Acceptance Certificate or such earlier date as may be approved by the Company. The Contractor shall indemnify and hold the Company harmless from and against all taxes, duties, fines and penalties that the Company becomes liable for as a result of or in connection with the removal of such Contractor Provided Items.

30.0 CONFIDENTIALITY

- 30.1 The Contractor shall comply with the provisions of any Confidentiality Agreement entered into by the Contractor with the Company.
- 30.2 Subject to the provisions of any Confidentiality Agreement the Contractor shall keep confidential all information connected with the business of the Company Group or which comes to the Contractor's knowledge under or as a result of the Contract and shall not disclose it to any third party or use it other than for performance of the Work except:
- 30.2.1 with the prior written agreement of the Company; or
- 30.2.2 by requirement of law or by stock exchange regulations (provided that to the extent permitted by such law or regulations, the Contractor shall before making such disclosure, notify the Company of its intention to do so and to whom and of the law or regulation concerned)
- 30.2.3 At the request of Company, Contractor shall make available to Customs and Excise authorities on a confidential basis, all data reasonably necessary to enable Company to obtain the maximum rebate on the Work.
- 30.3 The provisions of Clause 30.2 shall not apply to information:
- 30.3.1 in the public domain otherwise than by failure of the Contractor to comply with Clause 30.2;
- 30.3.2 in the possession of the Contractor before these confidentiality obligations came into effect;
- 30.3.3 obtained from a third party who is free to disclose the same.
- 30.4 The Contractor shall not, without the prior written consent of the Company, advertise or publicly announce that it is undertaking Work for the Company.
- 30.5 The Contractor shall not at any time take any photographs of the Site or of the Work or any part thereof, and shall take all reasonable steps to ensure that no such photograph shall at any time be taken or published or otherwise circulated by any person employed by it unless the Contractor or such person shall have obtained the prior written permission of the Company.

31.0 INTELLECTUAL PROPERTY

31.1 In Article 31.0:

31.1.1 "intellectual property rights" means patent, copyright, trademark, service mark, registered and unregistered design rights, moral rights, topographical rights and other like rights

31.1.2 "relevant intellectual property rights" means intellectual property rights which may subsist at the date of the Contract or in the future and which are concerned in whole or in part with or which have or may have an effect upon the performance and completion of the Work (including, but not limited to, such rights relating to any design, tools, materials, goods, plant, equipment, software or other items (excluding the Company provided information) and to any Work done or processes or methods which are provided used or employed by the Contractor or any Sub-Contractor) and upon the use, maintenance or repair or modification of the Work in whole or in part by the Company or by any person whom the Company has authorised to use or modify the Work.

31.2 CONTRACTOR undertakes not to infringe any of intellectual property rights.

31.3 All relevant intellectual property rights shall become property of the COMPANY after execution of WORK.

31.4 The Contractor waives, and shall procure that all Sub-Contractors waive, the exercise against the Company Group of relevant intellectual property rights that are or become vested in the Contractor and/or Sub-Contractors.

31.5 In respect of relevant intellectual property rights vested in third parties, the Contractor shall obtain from such third parties (at no cost and expense to the Company) such permission, waiver or licence as may be necessary to enable the Work to be performed and completed and/or the Work used or modified by the Company or by any person whom the Company has authorised to use or modify the Work.

31.6 The Contractor shall indemnify the Company Group against any and all claims, losses, costs, damages and expenses arising out of or in connection with any actual or alleged infringement of any relevant intellectual property rights. Further the Contractor shall defend at its cost and expense any action involving the Company Group alleging any such infringement. The Company may be represented at the Contractor's expenses, by its own legal and other advisers and to participate in the defence of any such action in which the Company Group is co-defendant.

31.7 Without prejudice to the Contractor's aforesaid obligations, the Contractor shall immediately notify the Company as soon as it becomes aware of any actual or alleged infringement of relevant intellectual property rights and of the steps that it has taken or proposes to take to avoid circumvent overcome or minimise the effect that such actual or alleged infringement may have upon the performance and completion of the Work and/or the use, maintenance or repair or modification of the Work by the Company or by any person whom the Company has authorised to use or modify the Work.

31.8 The Company warrants that the Company provided information or design or instructions provided or given by it shall not be such as will cause the Contractor to infringe any relevant intellectual property rights.

31.9 The Contractor agrees to disclose to the Company inventions which it or its employees or Sub-Contractors may make arising out of or in connection with the performance of the Work which are wholly or in part based on or derived from information which the Contractor is obliged to treat as confidential in accordance with Article 30.0.

31.10 All rights (including relevant intellectual property rights), title and interest in and to such inventions shall belong to the Company. The Contractor agrees to execute all documents and to perform or have performed all such other acts as the Company may deem desirable or necessary to perfect its title to such inventions and to obtain and maintain intellectual property rights therein. All costs and expenses reasonably incurred in connection herewith by the Contractor shall be reimbursed by the Company.

32.0 NOTICES AND COMMUNICATIONS

32.1 All notices under the Contract shall be in writing and bear the Company's Contract reference number and shall be delivered personally, sent by registered mail or transmitted emails as follows:

To
Company: Mr. Sachin Bayond
Correspondence Address: 8th floor, Imperia Mindspace, Golf Course
Extension Road, Sector- 62, Gurgaon – 122102, Haryana
Email: sln@selanoil.com

To
Contractor :
**[INSERT COMPANY NAME, REPRESENTATIVE'S NAME, PHONE
AND FAX NUMBERS AND EMAILS]**

or to any such other address as either party may specify to the other party in writing.

32.2 Any notice given under the provisions of Clause 32.1 shall be deemed to have been duly delivered and received:

32.2.1 at the actual time of delivery if delivered personally;

32.2.2 at time of receipt if transmitted email if received during the recipient's normal business hours or if not so received at the beginning of the recipient's next business day after receipt;

32.2.3 if sent by registered mail, three (3) calendar days after the date of mailing provided however that facsimile advice is given of the mailing of registered letters.

33.0 NOT USED

34.0 BUSINESS ETHICS

34.1 The Contractor represents, warrants and covenants that it and its Affiliates and their respective Representatives,

34.1.1 have not, to the best of its knowledge and belief, made, offered, or authorized and will not make, offer, or authorize, whether directly or through any other person or entity, any Prohibited Payment; and

34.1.2 will not request any service, action or inaction by any other person or entity which would constitute a violation of Applicable Law

in connection with the Contract and any matters resulting from it. The Contractor covenants to provide the Company with an annual Certificate of Compliance by no later than the 31st January of each calendar year during the term of this Contract.

34.2 All payments made by the Company to the Contractor are received by the Contractor as consideration for performance of its obligations under the Contract.

34.3 The Contractor undertakes to use its best endeavours to procure that neither it, its Sub-Contractors nor their respective Representatives will:

34.3.1 make, offer, or authorise, whether directly or through any other person or entity, any Prohibited Payments, or

34.3.2 request any service, action or inaction by any other person or entity which would constitute a violation of Applicable Law;

in connection with this Contract and any matters resulting from it.

34.4 The Contractor agrees to, and undertakes to use its best endeavours to procure that it, its Sub-Contractors and their respective Affiliates and their respective Representatives shall:

34.4.1 maintain internal controls to avoid the making of Prohibited Payments;

- 34.4.2 keep books, accounts and records that properly, fairly and accurately record and report all transactions; and
- 34.4.3 comply with Legislation applicable to the requirements in 33.4.1 and 33.4.2.
- 34.5 The Company, or a reputable independent third party auditor nominated by it, shall be entitled to have access to, inspect and audit all invoices and accompanying documents issued by, and the financial books and records of, the Contractor, its Affiliates and Sub-Contractors in order to verify compliance with this Clause. The Contractor covenants that it will co-operate fully and promptly with any such audit and/or inspection conducted by the Company pursuant to this Clause.
- 34.6 The Contractor shall defend, indemnify and hold the Company harmless from and against any and all claims, damages, losses, penalties, costs and expenses arising from, or related to, any breach by the Contractor of this Clause. This indemnity shall survive termination or expiration of the Contract.
- 34.7 The Contractor represents and warrants that it has, to the best of its knowledge and belief, fully disclosed to the Company any immediate family relationships by blood or marriage between it, or Sub-Contractors, or any of their respective Representatives and any Public Official or any political party or political party official or candidate for office which has or could reasonably be expected to have an influence on the performance of its obligations under this Contract, and agrees to notify the Company of any such relationship that may arise during the term of the Contract.
- 34.8 The Contractor represents, warrants and covenants that where a relationship between it, or Sub-Contractors, or any of their respective Representatives and any Public Official or any political party or political party official or candidate for office which has, or could reasonably be expected to have, an influence on the performance of its obligations under the Contract:
- 34.8.1 exists, or
- 34.8.2 arises at any point during the term of this Contract,
- the Contractor will promptly take all steps (or, as applicable, procure that any Representatives or Sub-Contractors and their Representatives take all such steps) as may be necessary and/or requested by the Company to ensure that such relationship does not give rise to any conflict of interest, or any breach of Applicable Law.
- 34.9 The Contractor shall comply, and shall procure that its Representatives and Sub-Contractors and their Representatives shall comply with the Company's Business Principles included in Attachment 6 of these Conditions of Contract. The Contractor confirms that it shall perform the Work in all respects in accordance with such Business Principles, and such other Company business principles, policies and procedures which may become applicable to the Company as notified in writing by the Company to the Contractor from time to time.
- 34.10 Without prejudice to any other express remedies elsewhere in this Contract or any remedies available at law or in equity, in the event of a breach of this Clause, the Company may take whatever action it deems appropriate including, but not limited to, terminating the Contract in whole or in part with immediate effect and without the payment of compensation, to ensure that it is in compliance with Applicable Law.
- 34.11 The Contractor shall place requirements similar to those in this Clause on all Sub-Contractors and vendors who are involved in furnishing materials or performing work or services.
- 34.12 The Contractor shall promptly (i) respond in reasonable detail to any notice from the Company connected with the above-stated warranty/covenant /representation; and (ii) furnish applicable documentary support for such response upon request from the Company and at the expense of the Contractor.

35.0 CONTRACT ENTIRETY/MUTUALLY EXPLANATORY/ AMENDMENT

- 35.1 The Contract constitutes the entire agreement between the Company and the Contractor in relation to the Work, and supersedes all prior representations, agreements, promises, understandings and commitments, whether oral or in writing, between the parties concerning the Work. The Contractor warrants to the Company that it does not enter into the Contract in reliance upon such

representations, agreements, promises, understandings or commitments with or on the part of the Company.

- 35.2 No amendment to the Contract other than Variations in accordance with Clause 18 shall be binding on either party unless in writing and signed by an authorised representative of each party.

36.0 APPLICABLE LAW

The construction, validity and performance of the Contract shall be governed exclusively by the laws of India, excepting those laws of the India which would refer the dispute to the laws of another jurisdiction.

37.0 DISPUTE RESOLUTION

- 37.1 For the purposes of this Clause 36, "Dispute" shall mean any difference or dispute of whatever nature between Company and Contractor including any question of interpretation thereof and any matter which is expressed in the Contract to be subject to the agreement of the parties or their representatives.

- 37.2 Any Dispute arising under, out of or in connection with the Contract including any question of interpretation thereof and any matter which is expressed in the Contract shall be resolved pursuant to the terms of this Clause 36.

- 37.3 The parties shall each use reasonable endeavours to resolve any Dispute by means of prompt, bona fide discussion at a managerial level appropriate to the Dispute in question.

- 37.4 If a Dispute arises between the parties at any time then, unless in the opinion of at least one of the parties acting in good faith it is not appropriate or practical to do so, the Dispute shall first be referred to the parties' respective representatives and the parties shall use all reasonable endeavours to resolve by agreement any Dispute amicably, expeditiously and in good faith. If the matter is not urgent then it shall be dealt with at the first meeting to be held between Company Representative and Contractor Representative after the Dispute has arisen. If the matter is urgent in the reasonable opinion of either party an ad hoc meeting of Company Representative and Contractor Representative shall be held giving wherever possible not less than two (2) days written notice.

- 37.5 In case, the parties are unable to resolve any Dispute through good faith discussion, either Party shall be entitled to refer such Dispute to arbitration by serving notice on the other Party. The arbitral tribunal shall consist of three arbitrators. Each of the Parties shall appoint an arbitrator and the two appointed arbitrators shall appoint the presiding arbitrator. If either party refuses or otherwise fails to appoint an arbitrator within 30 days of the date it receives notification from the other party of the identity of the other party's arbitrator, then the first appointed arbitrator shall be the sole arbitrator, provided that the arbitrator was validly and properly appointed.

- 37.6 The Parties agree that the arbitration proceedings shall be governed by the provisions of the Arbitration and Conciliation Act 1996 of India (or any statutory modification or re-enactment thereof for the time being in force). The language of the arbitration shall be English. The seat of such arbitration shall be New Delhi, India.

- 37.7 The arbitration award shall be final and binding on the Parties. The right to refer any Dispute to arbitration pursuant to this Clause 36.5 shall survive the expiry or termination of the Contract.

- 37.8 Entry of Judgment

The parties agree that a judgment based on an arbitral award made under this Clause may be entered and enforced by any court of competent jurisdiction.

- 37.9 The Contractor shall continue to perform the Work pending the resolution of any Dispute.

38.0 RULING LANGUAGE

The English language shall be used in all spoken and written communications between the parties and in all drawings, reports, specifications, minutes, calculations, invoices and other documents and data produced by or on behalf of the Contractor.

39.0 HEADINGS

Headings, sub-headings, indices, titles, sub-titles and marginal notes, whether of clauses or of other parts of the Contract, are for reference only and are not to be construed as limiting, altering or affecting the meaning or operation of the Contract.

40.0 HEALTH, SAFETY, SECURITY AND ENVIRONMENT

- 40.1 The Contractor shall comply with the following provisions of Article 39.0 in addition to any other requirements of the Contract concerning health, safety, security and environment and Exhibit -D (Health, Safety, Security and Environment Management) and nothing in Article 39.0 shall derogate from the obligations of the Contractor to comply with Legislation.
- 40.2 The Contractor shall in relation to all persons affected or likely to be affected by the performance of the Work take such steps as are reasonably practicable to ensure their health, safety and security.
- 40.3 The Contractor shall make available for inspection to the Company at all times all registers, records and any other documentation concerning health, safety, security and environment matters relating to the Work.
- 40.4 The Contractor shall send to the Company a copy of every notice or other communication received from or sent to any person or body concerning health, safety, security and environment matters relating to the Work.
- 40.5 The Contractor shall take adequate and effective precautions in order to protect the Work, the Contractor's Personnel, the general public, all other persons, the environment, the property of the Company and the property of third parties and to avoid or reduce to a minimum any inconvenience to the public.
- 40.6 The Contractor shall draw up all necessary health, safety, security and environment policies and procedures issued or required by the relevant and competent authorities and shall issue and ensure that the Contractor's Personnel are notified of and comply with all applicable policies, procedures, rules, regulations and precautions issued by the relevant and competent authorities and the Contractor.
- 40.7 The Contractor shall, upon request by the Company, submit to the Company a copy of all the Contractor's policies, procedures and other matters concerning health, safety, security and environment insofar as they relate to the Work.
- 40.8 Without prejudice to the Contractor's obligations under the Contract, hereof the Company reserves the right, at any time and from time to time to require amendments to the same.
- 40.9 The Contractor shall allow the Company access to the Site, the Resources and records, when requested, to enable the Company to satisfy itself that the requirements of Article 39.0 have been or are being met, including but not limited to:-
- 40.9.1 ensuring that the Contractor is carrying out its responsibilities under its safety policy and Legislation, and
 - 40.9.2 recording, if required, independent investigations into any incident relating to the Contract.

- 40.10 The Contractor shall use the best practicable means to prevent noxious or offensive emissions while in the course of executing the Work and shall render harmless and inoffensive such emissions that cannot be prevented.
- 40.11 The Contractor shall carry out such tests and examinations of Equipment, and Contractor Provided Items as may be necessary to ensure the health, safety and security of anyone who is or is likely to come into contact with or otherwise be affected by the use of such items.
- 40.12 The Contractor shall give the Company reasonable notice prior to the removal from and/or delivery to the Site of anything which is toxic or explosive or otherwise hazardous to the health, safety or security of persons or property. The notice shall identify the hazard(s) and give full details of the precautions to be taken when using, handling or otherwise coming into contact with such thing together with details of the safe manner of use, handling, transport and storage. The Contractor shall also ensure that at the time of removal and/or delivery every such thing is suitably packed and is identified on the outside as hazardous and that the disposal route is fully established and approved by the relevant governmental authorities.
- 40.13 The Contractor shall ensure that all Sub-Contractors comply with Article 39.0.
- 40.14 The Contractor shall ensure that the Contractor's Personnel are medically, physically and mentally fit to carry out the duties required of them and shall permit the Company to carry out such examinations of Contractor's Personnel and of their medical records as the Company may reasonably require in order to satisfy itself that the Contractor is complying with such requirements.
- 40.15 No Contractor's Personnel will be permitted to travel to an Site unless they have received a medical by an Approved doctor.
- 40.16 The Contractor shall supply or shall ensure the supply to the Contractor's Personnel of adequate and appropriate equipment and clothing which shall include but not to be limited to safety helmets, safety (steel-capped) footwear, ear-defenders, eye protection, overalls, reflective jackets and, for the Contractor's Personnel on vessels and platforms and in the area of lifting operations, lifejackets or lifelines, all of which clothing shall be either to the specification contained in the Contract or notified to the Contractor or recognised International Standards. The Contractor shall have included in the Contract Price for the cost and expense for the provision, maintenance and, where necessary, the replacement of all such safety equipment and clothing.
- 40.17 The Contractor shall ensure that the Contractor's Personnel are:
- 40.17.1 medically, physically and mentally fit to carry out the duties required of them;
 - 40.17.2 sufficiently competent, qualified and experienced and trained, where applicable;
 - 40.17.3 aged eighteen (18) years or above, when they are employed to Work, and
- 40.18 All costs and expenses associated therewith and with compliance with Clauses 39.15 and 39.19 shall be included in the Contract Price. The Company may refuse to allow any person to perform any part of the Work who does not comply with the provisions of Clause 39.17 or who, in the sole opinion of the Company, constitutes a danger to himself or third parties.
- 40.19 The Contractor shall:
- 40.19.1 in respect of each individual member of the Contractor's Personnel required to Work or to visit an Site, hold at all times:-
 - a) a current Medical Certificate of Fitness issued by an Approved medical agency or doctor, and

- b) a certified true copy of the current Certificate of Completion of the required training requirements;

and the Contractor shall provide to the Company a certified true copy of the aforesaid certificates and, where applicable, any renewal thereof if so requested by the Company; and

- 40.19.2 submit to the Company details of the Contractor's medical screening programme, including but not limited to details of the names and qualifications of medical agencies or doctors responsible for issuing Medical Certificates of Fitness.
- 40.20 The Company:-
- 40.20.1 if the Contractor has failed to produce evidence to the Company of Employers' Liability Insurance in accordance with the provisions of the Contract satisfactory to the Company, will require any Contractor's Personnel seeking to enter a Company establishment or embarking on a trip to an installation to produce a valid passport and a copy of the Contractor's current Employer's Liability insurance certificate, and
- 40.20.2 may require Contractor's Personnel either seeking to enter or embark upon, Working or present upon, or leaving or disembarking from a Company establishment or offshore installation to consent to the searching by a representative of the Company of their person, or any article in their possession, including but not limited to, any container, package, box, holdall or suitcase.
- 40.21 The Contractor shall participate and shall ensure that the Contractor's Personnel participate in:
- 40.21.1 regular meetings with the Company to review the arrangements for implementing the health, safety and security aspects of the Contract, including but not limited to the Contractor's incident reporting system, and
- 40.21.2 periodic drills, instructions in survival, life saving and fire fighting conducted by the Company on any Company onshore installation upon which any part of the Work is being or is to be performed.
- 40.22 The Contractor shall:
- 40.22.1 submit to the Company the curriculum vitae of each safety officer, sick bay attendant, diver and member of the diving support staff prior to his commencing duties under the Contract, and
- 40.22.2 submit to the Company the original or a certified true copy of the qualifications for each diver prior to his commencing duties under the Contract and log book kept in accordance with Legislation.

41.0 LIAISON AND CO-OPERATION

The Contractor acknowledges that the overall successful completion of the Project will require the Contractor's co-operation with the Company, its other contractors and third parties including, but not limited to, its representatives and agents and the Third Party Inspection Agency / Project Management Consultant. The Contractor shall accordingly liaise and co-operate with, and afford all reasonable facilities and assistance to such parties. The Contractor also acknowledges that its performance of the Work may be affected because of such liaison and co-operation and that it has included for such in the Contract Price and in the provision of resources. The Company reserves the right to require the Contractor to schedule the order of performance of the Work in such a manner as will minimise interference with the activities of such parties. Except where the Contractor can establish to the Company's reasonable satisfaction that the nature or

extent of such liaison and co-operation is different to that which could have been anticipated by a competent, qualified and experienced engineering, fabrication, installation and pre-commissioning Contractor carrying out work similar to the Work, the Contractor shall not be entitled to any extension of time or additional payment arising out of or in connection with such co-operation or liaison.

42.0 ACCOMMODATION FOR COMPANY

NOT USED

43.0 PERFORMANCE BONDS AND GUARANTEES

43.1 Performance Bond

43.1.1 No later than fifteen (15) days from Effective Date, the CONTRACTOR shall furnish to the COMPANY a Performance Bank Guarantee in an amount 10% of the Contract Value issued by a first-class bank (having Acceptable Credit Rating) acceptable to COMPANY. The terms and format of the bond shall be in accordance with the terms and format of the performance bond set out in EXHIBIT E1 and shall be valid and enforceable until the end of the last Defect Liability Period + two (2) months. The Performance Bank Guarantee (PBG) shall guarantee and be conditioned that the CONTRACTOR shall faithfully perform promptly and with due diligence all the terms and provisions of this CONTRACT (which shall be incorporated by reference in the PBG). The PBG shall guarantee the faithful and diligent performance of all the undertakings, obligations and liabilities of the CONTRACTOR or any authorised SUBCONTRACTOR'S arising hereunder, and further guarantee the COMPANY against loss by reason of any breach or default in the performance of any obligation by the CONTRACTOR or any SUBCONTRACTOR. No alteration, prepayment, delay, change, amendment, extension or addition that may be made in the terms of this Agreement or in the specifications agreed to between the CONTRACTOR and the COMPANY, and no forbearance on the part of the COMPANY, shall operate to relieve any surety from liability on such bond, and any duty or obligation of the COMPANY to furnish notice to the surety of any of the same is specifically waived. Failure to comply with this Sub-clause 45.1 shall constitute grounds for termination of the CONTRACT in accordance with Clause 32.1 (a).

“Acceptable Credit Rating” means, with respect to any bank or financial institution, a rating for its long-term unsecured and non-credit-enhanced debt obligations of A- or higher by Standard & Poor's Rating Services or Fitch Ratings Ltd or A3 or higher by Moody's Investor Services Limited;

43.1.2 If the Contractor fails to fulfil its obligations under the Contract to complete the Work by the Milestone date specified in the Programme or the date for the achievement of the Final Acceptance Certificate is later than or likely to be later than the expiry of the Performance Bond the Contractor shall, at its own cost and expense, either replace or extend the term of the Performance Bond by a period equal to the period of delay in achievement of the Milestone specified in the Programme.

43.1.3 Where the Company has granted an extension of time to the Milestone date specified in Exhibit C (Milestones, Milestone dates and Liquidated Damages), the Contractor shall, at the Company's request, extend the term of the Performance Bond by the period of such extension of time and the Company shall issue a Variation Order pursuant to Article 18.0, for the net cost and expense of extending the term of the Performance Bond.

43.1.4 If for any reason other than due to an act of the Company (excluding a call on the Performance Bond) the Performance Bond issuing bank's rating ceases to be with Acceptable Credit Rating, the Contractor shall within thirty (30) calendar days of notice by

the Company replace the Performance Bond with another Performance Bond on the same terms and for the same amount from a first class international bank and endorsed by an Indian bank acceptable to the Company. If the Contractor has not within thirty (30) calendar days of such notice replaced the Performance Bond in accordance with this clause, this shall be considered as material breach of the Contract as per clause 21.1.8 and the Company may without prejudice to its right under this Contract terminate the Contract as per the provisions of clause 21.

- 43.1.5 Prior to making a demand under the Performance Bond, the Company shall in every case have given prior written notice to the Contractor of the Contractor's breach of the Contract and if the Contractor has refused or failed to commence to take such steps which are necessary to remedy such breach with the reasonable time period specified by the Company, then the Company shall provide the Contractor with a written notice of its intent to make a demand under the Performance Bond.

44.0 NOT USED

45.0 PUBLIC RELATIONS AND PUBLICITY

- 45.1 The Contractor shall make all reasonable efforts to maintain goodwill with the various regulatory bodies and with the general public.

- 45.2 The Contractor shall make no publicity releases or announcements concerning the Work or the activities of the Contractor or participation with respect to the Work without the prior Approval of the Company. The Contractor shall require all Sub-Contractors to comply with this requirement.

46.0 COMPANY PROVIDED INFORMATION

- 46.1 The Contractor may in addition to any data/information provided by the Company, request from the Company any further and/or additional information necessary, in the Contractor's opinion, for the performance of the Work. Such information may include but not be limited to:

46.1.1 drawings;

46.1.2 specifications;

46.1.3 instructions;

46.1.4 clarification of any information already provided by the Company.

- 46.2 Any such request shall be made forthwith upon the Contractor becoming aware of such requirement and in sufficient time to enable the Company to properly consider the request and to provide such information without delay to the Programme. The request shall also state the grounds upon which the request is based and indicate the priority required for the provision of the aforesaid information. Provided that the Company shall not be obliged to issue such information unreasonably early before the time when the necessity for such additional information arises or has arisen and further that the Company shall have no liability for any delay or additional cost incurred by the Contractor due to the Company's inability to provide the information requested.

- 46.3 Nothing contained in Article 45.0 shall relieve the Contractor of his responsibilities under Article 2.0.

- 46.4 Except as provided in Clause 2.6 all costs and expenses incurred by the Contractor associated with or resulting from the provision of the Company provided information shall be borne by the Contractor.

47.0 ALCOHOL AND DRUGS

- 47.1 The Contractor shall ensure that no alcohol or illegal drugs are present site or consumed by any of the Contractor's Personnel while in the site.
- 47.2 It is the policy of the Company in the interests of the safety of people and operations that no person will be allowed to travel to or from or be present on any Site whilst under the influence of alcohol, drugs or medicines which impair that person's mobility or performance. This includes hard or soft drugs of habituation or addiction. This policy will be applied to all trips on aircraft or vessels owned and/or operated by the Company
- 47.3 It is not intended that the implementation of this policy shall interfere with the taking of properly prescribed drugs by a registered medical practitioner, providing that such prescribed drugs do not impair the patient's ability to co-ordinate his movement, or his state of alertness, or his ability to perform his allotted tasks.
- 47.4 The Contractor will implement a similar policy in the performance of the Contract in accordance with the procedures set out in Clauses 47.5, 47.6, 47.7, 46.8, 47.9 and 47.10.
- 47.5 Any passenger proceeding to or from an onshore Site, whether by helicopter, seagoing vessel / inland transportation or by any other means, suspected by the Transport Officer or other officer authorised by the Company of having impaired alertness, co-ordination, movement, or normal co-operation for whatever reason (including but not limited to, alcohol, drugs, medication, illness or other reason) at the point of embarkation or take-off will be forbidden to board by the Transport Officer or other officer authorised by the Company
- 47.6 Each occasion when it becomes necessary to take action under Article 46.0 against any person must be investigated and appropriate action taken after consultation with the Company's medical adviser
- 47.7 Any person including, but not limited to, employees of the Company or any of the Contractor's Personnel, any visitor or inspector on an Site reasonably believed to be under the influence or in possession of alcohol, hard or soft drugs of habituation or addiction will be sent ashore by the Company after consultation with the sick bay attendant to establish such person's fitness to travel
- 47.8 Where there has been the use of or suspicion of the use of illegal substances, it will be reported to the appropriate Indian Authorities.
- 47.9 The attention of authorised visitors to an Site will be drawn to a notice prominently displayed at the point of take-off or embarkation before boarding helicopter or other transport to Site stating the following:
- "I DECLARE THAT I AM NOT SUFFERING FROM ANY SERIOUS MEDICAL CONDITION, NOR AM I TAKING ANY ALCOHOL, DRUGS OR MEDICINES WHICH COULD IMPAIR MY ALERTNESS, ABILITY TO MOVE OR TO COMMUNICATE."

48.0 THIRD PARTY RIGHTS

Notwithstanding references in any provision of this Contract to a third party (whether by name, description or as a member of a class), the Parties do not intend such provision to be enforceable by the third party in its own right.

49.0 NOT USED

50.0 CONSEQUENTIAL LOSS

- 50.1 In Article 48.0 "Consequential Loss" shall mean indirect or direct loss of Contract, business opportunity, profit, production, revenue or interest payable or any loss of similar nature howsoever caused, arising out of or in connection with the Contract and whether or not foreseeable or in the ordinary contemplation of the Parties at the date of the Contract irrespective of whether such loss is caused by the negligence of the Company Group and/or the Contractor Group or by any other act, omission or breach of the Contract by the Company Group and/or the Contractor Group.
- 50.2 Notwithstanding anything expressed or implied in the Contract to the contrary:
- 50.2.1 neither the Company nor the Contractor shall be liable to the other for the other's Consequential Loss;
- 50.2.2 the Contractor shall indemnify and defend the Company Group against all Consequential Loss of the Contractor Group;
- 50.2.3 the Company shall indemnify and defend the Contractor Group against all Consequential Loss of the Company Group.

51.0 LIMITATION OF LIABILITIES

- 51.1 Notwithstanding anything else contained in the Contract to the contrary the Contractor's maximum aggregate liability to the Company under the provisions of the Contract or at law shall not exceed the Contract Price except that the Contractor's liability under:
- a) Clause 19: COMPLIANCE WITH LEGISLATION
 - b) Clause 26: TAXATION
 - c) Clause 24: INDEMNITIES
 - d) Clause 25: INSURANCE
 - e) Clause 29: CONFIDENTIALITY
 - f) Clause 30: INTELLECTUAL PROPERTIES RIGHTS
 - g) Clause 33: BUSINESS ETHICS
 - h) Clause 35: APPLICABLE LAWS
 - i) Clause 36: DISPUTE RESOLUTION
 - j) Clause 50: CONSEQUENTIAL LOSS

shall not for the purposes of this Article 50.0 be limited to such maximum aggregate liability. The limitation of liability set out in the Contract shall not be construed to relieve the Contractor from its obligations to complete the Work in accordance with the Contract.

52.0 QUALITY ASSURANCE

- 52.1 Contractor shall institute a quality assurance system to demonstrate compliance with the requirements of the ISO 9001:2008 and any additional requirements of the Company as specified in Exhibit B – Scope of work and Quality Management and/or the Independent Verification Authority. Compliance with the quality assurance system shall not relieve Contractor of its duties, obligations or responsibilities. Contractor shall ensure that its Subcontractors adhere to any approved quality assurance system instituted by Contractor.
- 52.2 Details of all procedures and compliance documents shall be submitted to the Company Designated Representatives for his information before each design and execution stage is commenced. When any document is issued to the Company Designated Representatives, it shall be accompanied by the signed quality statements for such document, in accordance with the

details stated in the Contract. The Company Designated Representatives shall be entitled to audit any aspect of the system and require corrective action to be taken where necessary.

53.0 CUMULATIVE EFFECT

Every right and remedy provided in the Contract for the benefit or in favour of the Company are cumulative and shall not exclude any other right or remedy provided in the Contract or by law.

54.0 NOT USED

55.0 NOT USED

56.0 DAMAGE AND ACCIDENT REPORTS

56.1 The Contractor shall report to the Company, in accordance with Exhibit I (Administrative Procedures):

56.1.1 all loss or damage to any Equipment, Project Property or property of third parties;

56.1.2 all accidents, injuries or death of any person(s);

56.1.3 all releases to the environment;

56.1.4 all reportable incidents under Legislation;

and the Contractor shall in such report or as soon as reasonably practicable thereafter notify the Company of the cause or causes, nature and extent of such loss, damage, accident, injury, death or incident and of the steps that the Contractor has or will be taking to deal with them.

56.2 In addition, the Contractor shall permit the Company to participate in any investigation into any of the above and shall (in any event) provide the Company with a full report of the investigation's findings, together with any follow-up or additional reports.

57.0 NOT USED

58.0 EQUIPMENT

58.1 The Contractor shall ensure that all Equipment is fit for the performance of the Work and is serviced and maintained and that where such Equipment requires testing, periodic re-testing or calibration it is tested, re-tested or calibrated in accordance with the requirements set out in the Contract or, where there are no specific requirements in the Contract, in accordance with good engineering and installation practice so as to be ready for use at such times as are necessary to enable the Work to be performed in accordance with the Programme. The Contractor shall, if so requested by the Company, provide the Company with documentary proof of compliance with the foregoing

58.2 The Contractor shall at its cost and expense, replace or repair all loss, damage or breakdown of Equipment which remains to be used in the performance of the Work. The Contractor shall not be entitled to any extension of time for performance of the Work for any delay resulting from such replacement or repair except to the extent that the cause of the loss, damage or breakdown or the delay in carrying out replacement or repair is caused by Force Majeure or any negligence of the Company Group.

59.0 SEVERABILITY

If any part of the Contract is held by a Court of competent jurisdiction to be invalid or unenforceable, the remainder of the Contract shall not be affected and every part of the Contract shall be severable and separately valid and enforceable.

60.0 EXTENT OF INDEMNITIES, LIMITATIONS ETC

- 60.1 In this Contract, all indemnities and exclusions, limitations and allocations of liability shall:
- 60.1.1 where given by the Company, be equally effective against all other members of the Company Group and the respective insurers of the Company, its shareholders;
 - 60.1.2 where given to or in favour of the Contractor, be deemed effective also in favour of all members of the Contractor Group;
 - 60.1.3 where given by the Contractor, be equally effective against all other members of the Contractor Group and the respective insurers of the Contractor, its shareholders;
 - 60.1.4 where given to or in favour of the Company, be deemed effective also in favour of all other members of the Company Group;
 - 60.1.5 be effective in Contract, negligence or other tort, statute and at law; and
 - 60.1.6 survive expiry or termination of the Contract.

61.0 NOT USED

62.0 NOT USED

63.0 NOT USED

64.0 CONTINUING OBLIGATIONS

The obligations contained in Clause 14 (Completion And Correction Of Defects In The Work), Article 17.0 (Audit Rights), Article 19.0 (Compliance with Law), Article 24.0 (indemnity), Article 25.0 (Insurance), Article 26.0 (Taxation), Article 30.0 (Confidentiality), Article 31.0 (Intellectual Property), Article 35.0 (Applicable Law), Article 36.0 (Dispute Resolution), Article 49.0 (Loss of Profit, Production or Revenue), Article 50.0 (Limitation of Liability), Article 33.0 (Business Ethics), shall continue notwithstanding the issue of the Final Acceptance Certificate or the termination of the Contract.

65.0 AGENTS AND INTERMEDIARIES

- 65.1 The Contractor represents, warrants and undertakes to the Company that it and each of its Affiliates and Sub-Contractors and its and their respective officers, directors, employees or other representatives have not:

- 65.1.1 Used, and will not use, the services of an agent or intermediary; or
- 65.1.2 Made or offered to make, and will not make any payment or transfer anything of value directly or indirectly to any agent or intermediary or to any Company representatives.

In connection with the Contractor's prequalification/short listing for, or award of, the Contract or in connection with any Variation under, or amendment to, the Contract.

- 65.2 Any breach of this provision shall be a material breach of the Contract entitling the Company to terminate the Contract in accordance with Clause 21.1.12.

PART - IV

SCOPE OF WORK

EXHIBIT B
SCOPE OF WORK

1. Introduction

Selan Exploration, hereinafter referred as “Company” has been awarded multiple blocks in India. The Integrated extended production facility development scope of work is intended for block in Bakrol. The contractor would be responsible for delivering the Gas Compression & Processing Package with the ultimate objective of delivering a fully capable and safe production to Gas conditioning & processing and gas sales setup for gas supply to various customers.

The partner is expected to adhere to all operating, technical and HSE standards as specified by the Company and ensure that it delivers the most superior technical solutions. The partner is encouraged to deploy all the latest technologies and best resources to meet the objectives. The company is committed to provide all the support necessary for executing this program and have a long-term engagement.

The company intends to engage with leading service providers for supply of Gas processing and the Compression Package for Bakrol field in accordance with a timeline stipulated for the above program.

The current scope for the facility is in the Bakrol region, Gujarat.

2. Objective

Selan requires to install below mentioned skids on supply basis.

- (a) Booster compression
- (b) Gas conditioning Joule Thomson skid with MEG injection (Regeneration skid to be considered),
- (c) Compression CNG.

Key considerations

- Gas delivery point will be at Bakrol ESP
- Odorant System to be considered as part of the scope.
- Booster and CNG Compression Package should be skid design.
- Downstream Filter & KOD/Scrubber
- Common discharge header with required crossover and connection for cascade loading to be considered in scope.
- Volumetric flow meter (in SCM)

All above-mentioned packages are required under the supply scope. The proposed facility will be installed downstream of the existing Bakrol EPS #14; 2 phase separator.

Following definitions shall be applicable –

COMPANY	Selan or its authorized representative
BIDDER	BIDDER to be contracted by COMPANY and responsible for providing supply and services of the complete Scope of work

PURPOSE OF DOCUMENT

This document describes the requirement of the Company for the bidder to “package and supply” gas conditioning system & gas compression system at Bakrol as per the industry engineering standards.

3. PROCESS DESCRIPTION

Natural gas available at Bakrol EPS site battery limit is at a pressure of 2Bar(g), at 40 Deg C. The Gas would be preconditioned to remove free liquid before routing into booster compressor suction (supply battery limits). Post booster compression gas would be treated in the JT skid with MEG injection to achieve water and HC dew point spec. Finally, the gas would be compressed up to 250 Bar(g) for Cascade filling. Suitable header and filling connectors shall be available to facilitate cascade loading.

• **Raw gas properties**

- Well head gas will predominantly have methane > 75% and remaining heavier components. Gas would be saturated with water. H2S is not envisaged in produced well head gas. Total inert % would < 3%.
- At the beginning, the FTHP would be around 2 barg. The gas would be directly feed into Existing separator to KO any free liquids.

• **Separator Vessel (Existing facility) feed to the package.**

Parameters	Units
Operating pressure	2.2 Barg
Operating Temperature	40°C
Design capacity Gas	30,000 SCMD
Liquid	4 m3/day
Separation efficiency< 1Micron	99%

The Gas conditioning and processing would comprise of the following: -

• **BOOSTER COMPRESSOR Skid**

Below shall be the desired operating parameters:

Parameters	Units
Suction Pressure available	~2 Barg
Suction Temperature available	~40°C
Discharge Operating Pressure needed	120 BARG
Flow rate	20,000 SCMD
Prime mover	Electric Motor

• **Dew point control – JT valve skid (MEG injection)**

Parameters	Units
Operating pressure	120-15 Barg
Operating Temperature	30 to -10 °C
Design capacity Gas	20,000 SCMD
Minimum turndown	15%
Gas HCDP inlet	15-18 Deg C

Gas outlet HCDP spec	< 0 Dec C at pipeline/delivery conditions
Water dew point	< 0 Deg C @ pipeline / delivery conditions
MEG injection rate	200 Kg/Hr
MEG regeneration skid	Required
Power supply	3 Ph 415 V

• Compression skid CNG:

Parameters	Units
Suction Pressure available	~15 Barg
Suction Temperature available	~20°C
Discharge Operating Pressure needed	250 BARG
Flow rate	20,000 SCMD
Prime mover	Electric Motor

- Gas Characteristic: Non-Corrosive, Explosive
- Gas composition (% by volume): **Sweet Gas** (5 PPM odouriser-Mecapton dosed)

Methane	77.5%
Ethane	8.7%
Propane	7.3%
I-butane	1.6%
n-butane	1.7%
I-pentane	0.44%
n-pentane	0.54%
c6+	0.53%
N2	0.10
co2	1.57

- Molecular weight of gas at suction: 24.27
- Cp /Cv at suction: 1.18 at NTP condition
- Capacity: Normal 750 / 1200 SM3/hr at 18 to 20 Barg (**Normal** condition for testing & performance)
Maximum - *
Standard condition referred to 1.1013 bar(a) & 15.56-degree C.
- Suction temperature: Normal - 35o C Maximum- 45o C
- Suction Pressure: Normal/Min./Max. –18-20 Bar(g) (**Normal** condition for testing & performance)
- Discharge Pressure of Compressors: Normal/Min./Max. - 250/*/* Bar(g) (At the exit of final stage after cooler) (Normal condition for testing & performance)
- Duty: Intermittent (But for design & testing continuous for 72 Hrs.)
- Installation: Outdoor * / under roof

For early gas sales evacuation from Bakrol well site for early production, it is proposed “To install compression and gas treatment package of ~20,000 SCMD capacity. However, it shall be noted that performance of the compression along with entire system shall be able to operate at minimum suction pressure, maximum discharge pressure and maximum flow for this mentioned range simultaneously.

The Gas Compression & Processing Package shall be in accordance with the codes and standards mentioned below. In case of these standard specifications conflicting with the detailed write-up for performance and construction requirement, the later shall govern:

- Design & Layout: As per OISD 179

- Design / Construction Code applicable: API 618 / 11P / 21 / Equivalent Standard for Gas compressor
- Design / Construction Code for Heat exchanger: TEMA, API 661/660, ASME Section VIII & IX, BS 5500
- Design and construction code for Pressure vessels: ASME Section VIII & IX, BS 5500
- Design and Construction code for Storage Gas: IS: 7285-1988 / BS: 5045 / Gas cylinder Cylinders Rules of India, 1981, other statutory requirements.
- Control Design Codes: API Spec 11P-Sec 9 or Equivalent code
- Gas Inlet Battery Limit Piping /: As Per ANSI/ASME B31.3
- Pressure Safety Valve Design Code: API-520

Note: - PI refer to the Concept select report for details of recommended process scheme Annexure-1

• **ODORANT SYSTEM**

Odorant system – 75-80% TBM (Tert-Butyl Mercaptan) + 20-25% MES (Methyl Ethyl Sulphide) Consumption will be standard market requirement.

The scope of work shall include but not limited to Design, detailed Engineering, Manufacturing, Assembly, Factory Testing, Supply, Testing at site, Erection, Installation and Commissioning of Odorizing System complete with all auxiliaries for efficient and safe operation as per technical specification

Scope of work shall include but not limited to complete odorizing unit including odorant storage container with odorant, pneumatic Panel, electronic Control Unit, dosing system with stand by injection units (one working & one stand by), necessary pipe valves, fittings and instruments.

Scope shall start from connection of natural gas from main gas pipe line with necessary valves, tubing, and fittings for operation of gas actuation system, PRS (if necessary), dosing point connection tubing, valves and fittings to the main gas pipe line. Electrical / Control cables including laying in pipe conduit, connection to control room and locating electrical panel in control room including necessary cabling.

Operations & Control Philosophy

The Odorizing System should be designed with minimum operator intervention. The maintenance frequency of the system shall be 12 months or better.

Design Philosophy

It is anticipated that the natural gas feed composition, flow rate and pressure will be fluctuating. Hence, Vendor should design the Odorizing System with optimum degree of flexibility, reliability, and operability to accommodate the varying composition of feed, other unexpected contaminants, flow rate and pressure.

The Odorizing system facilities should consist of standardized modules, which are assembled into a complete system. Each system should be designed in packaged frame, housing etc. The design life of the odorizing system shall be 30 years (minimum).

For the Odorizer auto mode operation, flow signal shall be provided in the form of analogue 4-20 mA from each existing flow computers/metering device by company. The metering system is in dual redundant mode (Two Metering System). Hence the offered electronic control unit shall be able to accept two nos. of 4-20 mA Signals corresponding to instantaneous flow rate from each flow computers, Electronic control unit should be able to process the flow signals (4-20mA) from two meters simultaneously. If the flow has been changed from stream 1 to 2 (or if both the stream operates), the ECU should recognize the stream changes through totalizer or signal adder. Also ECU should display the gas flow of two streams separately. The supply, laying, termination of signal

cables from flow computer panel of each metering stream to odorizer control unit is in the Bidder's scope.

Applicable Standards and Codes

The design, construction, manufacture, supply, testing and other general requirements of the odorizing system should be strictly in accordance with the data sheets, applicable codes, and should comply fully with relevant national / International standards, Indian Electricity Act, Indian Electricity Rules, regulations of Insurance Association of India and factories Act while carrying out work as per this specification.

The Vendor without any additional cost and delivery implications should carry out any modification suggested by the statutory bodies either during drawing approval or during inspection, if any.

1.	IS 5572	:	Classification of hazardous areas (other than mines) for electrical installations.
2	IS 5571	:	Guide for selection of electrical equipment for hazardous area
3	OISD 113	:	Classification of areas for electrical installations at hydrocarbon processing and handling facilities.
4	OISD-STD-220(DRAFT III): For restricted circulation		
5	ANSI, ASTM, NEC, NEMA, Indian Electricity Rules, Indian Explosives Act.		

• **Filter & KOD**

Filter and KOD efficiency to maintain 0 (Zero) liquid (Lube oil, Condensate etc..) in the downstream.

• **Common discharge header with required crossover and connection for cascade loading**

4. **Minimum SOW requirement:**

- a. The bidders shall achieve mechanical completion, pre commissioning, commissioning and performance guarantee test run of the entire package.
- b. The PGTR must be done for a minimum of 72 hrs. at design capacity at Bakrol EPS.
- c. Required MHE will under bidder scope.
- d. Gas Compression & Processing Package shall be supplied with as a minimum, but not limited to PLC Display panel, suction & discharge scrubbers, strainers, inter-connecting piping, manual valves, air coolers, Control valves, Relief Valves, Shut-down valves, instrumentation, Emergency Shut- down & control system and electrical equipment, all connections, piping, etc. to hook up existing setup to make system operable.
- e. There shall be a provision of suction header pressure control valve for diverting excess gas to flare to maintain the line pressure and thereby avoiding the back pressure to the header.
- f. Bidder supplied skid shall be inclusive of skid mounted recycle valve for maintain discharge conditions.

- g. Scope shall include supply of Gas Compression & Processing Package and hooking up to existing system, maintenance with adequate spare for smooth functioning. Bidder shall review existing system and provide package for uninterrupted operation.
- h. The bidder shall be responsible for integrating the Gas Compression & Processing Package with the entire setup on the Well Pad to identified battery limit tie-in points.
- i. It is bidder's prerogative to consider mobilization of special tools and tackles for uninterrupted work.
- j. The bidder shall provide critical list of spares as suggested by OEM otherwise at least shall maintain minimum spares stock per bidders experience & requirement to ensure equipment availability.
- k. In addition to Engine and compressor skid documents, all the remaining auxiliary equipment of the skid and items test/certified/fitness documents to be shared as appropriate for Company's review prior to dispatch of equipment to Company's site.
- l. Shall supply all necessary field instruments for smooth start up, normal operation & safe shutdown of the package.
- m. Bidder to ensure all statutory compliance like PESO etc WRT compression package including chemical to be in place including all OISD & DGMS norms.
- n. Bidder shall coordinate with Company to finalize tie-ins between the battery limits on the Well Pad.
- o. All pressure vessels shall have valid hydro test certificate with TPI witness by the client.
- p. Bidder shall organize pre dispatch inspection at bidder location for Company rep.
- q. Bidder to provide local Emergency stop facility (push button) for compressor.
- r. Compliance to Company's HSE policy will be the Bidder's responsibility and the company HSE policy will supersede any of the Bidder's HSE policy.
- s. General equipment such as X-overs, transfer pumps, hoses, housekeeping equipment, hand tools, slings, lifting belts and shackles with standard pin, lifting equipment having double tag lines, non-return valves, hydraulic oil, greases, lubricants, , ring gaskets & O-rings for RU, hand tools, redress kits, all spares, Spill kits and containments like tarpaulin, drip tray, tray below tanks etc. but not limited to (whichever applicable to the contract), are considered Bidder's scope and the same shall not be chargeable to Company separately.
- t. The quoted price for equipment shall include all the associated costs of equipment, tools, services and personnel. If not quoted, then all the additional costs shall be borne by the Bidder.
- u. Bidder should provide personnel with the mandatory PPE on its own account.
- v. It is recommended that Bidder always maintains adequate spares of inventory for general wear and tear of equipment, no charges will be paid for non-availability / un-operational equipment at any time. Non-productive days are recorded in the daily operation and invoices shall be deducted in case of failed run accordingly.
- w. All the responsibilities of local licenses, permits, equipment required for lifting at their base/location, transportation shall be bidder's responsibility.
- x. Bidder shall establish procedures for investigating and analyzing failures. Detailed reports must be circulated covering Root Cause Analysis and steps to be taken to avoid the same.

- y. The Bidder shall provide the CV of all its personnel to the Company before their deployment. The Company reserves the right to reject any of the Bidder's manpower based on their CV. Also, the Company, at its discretion, may choose to conduct interview of the personnel.
- z. All the activities are to be on a call out basis and shall adhere to the mobilization schedule as stated in the scope. The Company reserves the right to demobilize the equipment and personnel at its discretion. The applicable demobilization charges shall be paid for the same.
- aa. Price quoted by bidder shall include all cost related to equipment and personnel for 24 hours operation.

5. KPIs

- a. Bidder to comply with the code and standards mentioned in this document for supply of packages.
- b. Bidder to comply with the stagewise inspection agreed during the kickoff meeting.
- c. to strictly adhere to the delivery schedule proposed during the tender.
- d. The final acceptance of the package would be post successful completion of 72 hrs PGTR on continuous basis.

6. HSE Requirements:

- a. Bidder representative PPE (Helmet, safety shoe, coverall, goggle & gloves) shall be bidder scope.
- b. The bidder representative shall follow all the safety regulations of the Company which includes the Permit to work system.
- c. Successful bidder shall provide photo identity card for the Bidder representative visiting the site & If expatriate is expected to visit site, then bidder representative shall have valid MOHA clearance.
- d. Bidder representative shall submit the medical fitness certificate prior to commencement of services to Company's Manager Health at the time of reporting.
- e. Personnel engaged shall adhere to Company's QHSE policies, Drug & Alcohol policy, safety systems and procedures.
- f. Bidder representative shall only operate the package and associated battery limit valves and firefighting equipment.
- g. Bidder representative shall not disclose any drawings or dimensions thereof to anyone except Company without expressed permission of Company to do so.
- h. PPE's to be provided in sufficient quantities to all operation & maintenance crew by bidder as per Selan HSE policy & records of same to be maintained.
- i. Bidder shall follow the permit to work system inside the plant area.

7. QUALITY Requirements:

- a. Bidder's QMS must be ISO 9001- 2008/ 2015 (as applicable) certified. The copy of the valid certification shall be submitted along with the tender bid. In case a bidder does not have ISO certification they have to substantiate with proper documentation that a robust QA system is in place in the organization.

- b. Either a typical or specific QAP (Quality Assurance Plan) / Inspection & Test Plan (ITP) regarding each discipline i.e., Civil & Structural, Mechanical, Piping, Electrical & Instrumentation, Construction, Pre-commissioning & commissioning shall be submitted with the tender bid.
- c. Bidder has to submit a specific/ typical “Quality Organogram” for the whole project. It has to be a part of the tender bid submission and to be followed for the whole project.
- d. The bidder along with the bid has to submit the PTR (Proven Track Record) of successfully executing and operating similar scope of work.

8. COMPANY SCOPE

- Land
- Temporary Power connection during erection work
- Statutory compliance

9. COMPLETION PERIOD

18 (Eighteen) weeks from the date of LOI / Contract.

Delivery Address:

Selan Exploration Technology Limited, BK-2 EPS,
Field: Bakrol, Village: Kunjad on Indore Highway,
Taluka: Dascroi, District: Ahmedabad,
Gujarat – 382430

10. SCHEDULE OF RATE

Part V Compensation Schedule

11. DOCUMENTS TO BE SUBMITTED ALONG WITH BID

Bidder shall submit following documents along with Unpriced Bid. Refer tender checklist for details of submission needed :

- Execution Methodology with Organogram including HSE and QA team
- Level 2 completion schedule
- Details of fabrication yard and other facilities available/outsourced

12. DATA REQUIREMENT – POST ORDER STAGE

Post Order Documentations shall be discussed & agreed during Kick-off Meeting.

13. LIST OF ANNEXURE AND ATTACHMENT

PART - V

COMPENSATION SCHEDULE

Exhibit C

SCHEDULE OF RATES

1.0 COMPLETENESS OF PRICING

The text description of an item given herein is intended only as a brief description for identification and not an exhaustive detailing of the obligation or work involved.

The rates, sums and prices:

- are stated in _____ <USD / INR>. No other currency is acceptable.
- All rates and prices are complete in respect of the Goods and the Supplier's performance of its obligations under this Contract, and no additional rates, sums, charges, prices or other amounts will be paid to Supplier respect of the Goods or the Supplier's performance of its obligations under this Agreement, except as expressly stated in this Contract.
- shall remain fixed and firm and shall not be subject to amendment for any cause, except as expressly stated in the Contract.
- are all inclusive rates, sums and prices including without limitation all taxes chargeable, including Indian With-holding taxes under the Contract and payable by the Supplier, allowances for the local conditions, profit and overheads, financing costs, logistics, insurance, safety, equipment and maintenance cost, fuel cost, lubricants etc. and all personnel costs (including without limitation salaries, rotation, insurance, welfare, quartering and feeding, training, etc.). The only sole exception is applicable Goods & Services Tax where Company shall bear the cost.
- The cost of any item where the price is left blank shall be deemed included elsewhere.

2.0 INVOICING AND PAYMENT SCHEDULE

2.1 Payment Terms

100% of the SUPPLY order value (ANNEXURE I TO EXHIBIT C) shall be paid upon receipt of Goods at site in accordance with the Contract and upon submission of the following along with the invoice:

- a) Lorry Receipt
- b) Goods Receipt Note from Bakrol Warehouse
- c) Full set of import documentation (including BL, BOE etc)
- d) Packing list
- e) Inspection and Test Certificates
- f) Any other clearance document as informed by Company.

- 2.2 The payment shall be made within 30 days of receipt of correct invoice and required documents as above.
- 2.3 Indian bidders shall be paid in equivalent Indian Rupees based on the conversion done at an average of US Dollar TT Buying Closing Rate and TT Selling Closing Rate of The State Bank of India (SBI), Mumbai Branch on a day prior to the date of payment.
- 2.4 No payments shall be made to the Contractor until the submission of the Performance Bond / Performance Bank Guarantee (PBG).
- 2.5 **Contractor shall invoice only once in a month** for supply and service portions. Company will not entertain more than one invoice each for supply and service portions in a month.
- 2.6 Invoicing Details – Will be shared with successful bidder post award.

3.0 DELIVERY / COMPLETION SCHEDULE

3.1. Delivery of Items:

- 3.1.1. Delivery of the all Goods shall be completed within 18 weeks from the Effective Date.
- 3.1.2. The date of receipt at site shall be reckoned as the date on which the delivery has been affected (i.e., Delivery Date).

3.2. Completion Schedule:

- 3.2.1. Pre-Commissioning & Commissioning as per Scope of work, shall be completed within 2-4 weeks after Delivery at Site.
- 3.2.2. The date of Completion Certificate issued by Company shall be reckoned as the date on which Completion of Services as per scope of work has been achieved (i.e., Completion Date).

4.0 LIQUIDATED DAMAGES

If the Contractor, for any reason other than a force majeure event, fails to Deliver the Goods by the agreed Delivery Date at Site, the Company shall be entitled to recover from Contractor as Liquidated Damages and not by way of penalty a sum equivalent to 0.5% (Half Percent) of the Contract Price (excluding GST) for each week of delay or prorated in respect of a part week subject to a maximum of 5% (Five Percent) of the Contract Price (excluding GST). Company shall have at any time, the right to terminate the Contract in the event CONTRACTOR fails to deliver the Goods within period mentioned under sub clause 3.1, without prejudice to any other clauses including LD Clause.

The Parties agree that such liquidated damages as detailed above, are a genuine pre-estimate of the losses which may be sustained by the Company for late completion and are not a penalty.

Where required, the Company will raise an invoice on the Contractor for liquidated damages as determined above plus applicable GST thereon. In case the Contractor does not pay the invoice raised for the liquidated damages as determined above (plus applicable GST thereon) within 7 calendar days of the invoice being raised on the Contractor, the Company shall deduct the said amount from any payments due to the Contractor under this Contract or any existing contracts with the Contractor.

The payment or deduction of any liquidated damages shall not relieve Contractor from its obligations to complete the Work or any of its other obligations and liabilities under the Contract.

At any time after Company has become entitled to liquidated damages, Company may give notice to Contractor requiring Contractor to complete the Work within a specified reasonable time. The notice shall not prejudice Company's entitlement to termination under this Contract.

Enclosed:
Annexure I: Price Table with Notes

Annexure-I Price Table

1. All rates and prices shall be complete and fully inclusive in respect of the Work and the Contractor's performance of its obligations as per Annexure-I Scope of Work under this Agreement, and no additional rates, sums, charges, prices or other amounts will be paid to Contractor under this Agreement, except as expressly stated in this Agreement;
2. The text description of an item given against a reference number in this Exhibit or in Price Table is intended only as a brief description for identification and not an exhaustive detailing of the obligation or work involved. Any description or reference contained within the Exhibit shall not limit or qualify the Scope of Work, specifications and technical Information given in Exhibit B - Scope of Work of the Agreement or any part thereof.
3. The rates, sums and prices are all inclusive and the Contractor shall be deemed to have taken account of the complete Scope of Work as described in Exhibit B - Scope of Work, the terms and conditions set out in the Agreement and any other matter which affect the prices. Even if price breakdowns have not been sought through Price given in Price Table (ANNEXURE I TO EXHIBIT C) for specific items required for completion of the Scope of Work as given in Exhibit B- Scope of Work, the price for such items would be deemed to be included elsewhere.
4. The cost of any item where the price is left blank shall be deemed included elsewhere.
5. In accordance with the provisions of the Contract, the Contractor shall be deemed to have made itself fully familiar with the nature of the Work and has accounted for in its rates, sums and prices, amongst other things:
 - a) **Local conditions** relating to weather and other operational conditions; access; employment; labour conditions, taxes; laws and regulations; customs and excise duties, except as allowed for under the Contract; provision of Commercial Invoices; and the adequacy or otherwise of the Contractor's area as allocated;
 - b) **Profit and Overheads** including the Contractor's offices, head office and Site offices, rent, taxes, insurance, maintenance, lighting, heating, air conditioning, telephone, telex, computer hardware and software, postage, stationery, drawing materials and the like and all other expenses and costs in connection with the foregoing; salaries, allowances and insurances for members of the Contractor's management and other staff not directly engaged in the Work; all other expenses or outgoings incidental to the clerical work of the Contractor's establishment and to the general running and management of the business;
 - c) **Financing Costs** including contingent expenses, liabilities, risks insurances (other than those specified as being supplied by Company), and Work required to comply with the Contract, the costs of which are to be borne by the Contractor (including for the avoidance of doubt its sub-contractors).
 - d) **Logistics** all sums in respect of the cost to the Contractor of its use of agents or sub-contractors including handling charges, transport, visas, loading and unloading, in-land transportation, road surveys and customs clearance.
 - e) **Insurances** all costs in respect of insurances to be provided by Contractor.
 - f) **Supervision** all costs for the provision of proper supervision for the Work not separately identified and priced elsewhere in the Contract.
 - g) **Safety** all costs in respect of safety to be provided by Contractor, including personal protective clothing including without limitation safety boots and hats, coveralls, goggles, safety belts, etc. and all other expenses associated with compliance to the safety measures described in the Contract, all replaced as necessary during the Contract period.
 - h) **General** all other contingent costs, expenses, liabilities, risks, Work and responsibilities in connection with the Work for the Contractor to comply with the Contract.

6. KEY MILESTONES :

Activity	Responsibility	Timeline Days from Effective Date
From Effective Date (Contract award date)		
Drawings / Documents for Approval	Contractor	Bidder to Quote
Equipment Readiness at Ex-works	Contractor	Bidder to Quote
Delivery of Equipment at designated site	Contractor	Bidder to Quote

7. LIQUIDATED DAMAGES :

If the Contractor fails to deliver the Equipment as per above Key Milestones Date, then the Contractor shall be liable to the Company for liquidated damages as detailed below.

Milestone no.	“Contractual completion Date / Delivery Date”	Date for LD calculation	Liquidated Damages
MS.1	18 Weeks SUPPLY	Same as Contractual completion Date / Delivery Date	If the Contractor fails to complete the Supply by the Contractual Completion Date / Delivery Date, then the Contractor shall be liable to the Company for liquidated damages of 1.0% (One percent) of the contract/call out value per week for such delay or part thereof (this is an agreed, genuine estimate of damages duly agreed by the parties) which the Supplier has failed to deliver within the period in the Contract, where delivery thereof is accepted after expiry of the aforesaid period, it may be noted that such recovery of liquidated damages may be upto 10% of the contract value which the Supplier/Contractor has failed to deliver within the period fixed for delivery.
MS.2	2-4 Weeks INSTALLATION & COMMISSIONING	-SAME AS ABOVE-	-SAME AS ABOVE-

The Parties agree that such liquidated damages are a genuine pre-estimate of the losses which may be sustained by the Company for late completion and are not a penalty.

8. PAYMENTS MILESTONES

- 1 Payment shall be made within 30 days from the date of supply of Goods at designated place
- 2 No payments shall be made to the Contractor until the submission of the Performance Bond and Insurance certificates in line with the requirement of Contract.
- 3 Invoice may be raised on completion of milestones/activities as approved by Company representative through Activity Completion Certificate.
- 4 Unless otherwise stated, the milestone/activity shall be deemed completed when all activities under the respective Milestone are fully completed in all aspects.

9. TAXES

The rates, sums and prices set forth in this **Compensation Schedule** are:

- a. Inclusive of all Indian direct Taxes (including without limitation personnel Taxes, withholding Taxes and corporate Taxes) now or hereafter levied or imposed on CONTRACTOR. Withholding tax (for Foreign Bidders) / TDS (for Indian Bidders) under Income Tax Act will be deducted as per the applicable rates in force.
- b. Inclusive of all non-Indian Taxes (whether direct or indirect) now or hereafter levied or imposed on CONTRACTOR; and
- c. Exclusive of the following Indian Direct and Indirect taxes at the rates/amounts stated below:
Indirect Tax(es): Goods & Service Tax (GST) will be reimbursed by COMPANY to CONTRACTOR against their tax invoice. However, paying GST to Authorities is CONTRACTOR's responsibility.

10. PERFORMANCE BANK GUARANTEE / PERFORMANCE BOND :

SUPPLIER shall guarantee that the "performance of the Equipment and / or Material / Goods " supplied is strictly in conformity with the specifications and shall perform the duties specified under the order. For the purposes the Supplier, within 5 days of award of Order, shall submit an Irrecoverable Performance Bank Guarantee for an amount equivalent to 10% of the total contract or call out value with SELAN as per attached proforma (Exhibit I).

11. REJECTION :

If Company finds that the Goods supplied are not in accordance with the specifications and other conditions as stated in the order or its sample(s) are received in damaged condition (to be decided at the sole discretion of the Company, Company shall be entitled to reject the whole of the goods or the part, as the case may be, and intimate to the Supplier the rejection without prejudice to Company's other rights and remedies to recover from the Supplier any loss which Company may be put to, also reserving itself the right to forfeit the security deposit/Performance Bond made for the due fulfilment of the contract. The defective Goods shall be removed by the Supplier and if it is not removed within 14 days of the date of communication of the rejection, Company will be entitled to dispose-off the same on account and at the risk of the Supplier and shall also be entitled to recover the storage charges at the rate of 7.5% of the value of goods for each month or part of a month thereof and the loss and expenses, if any, caused to Company and the balance to be paid to the Supplier.

12. PRICE TABLE

TABLE – A1

Sr. No.	Description	Qty	Total Cost (INR)
1	Supply of Booster compression Package as per Scope of Work	1 lot	
2	Supply of Gas conditioning Joule Thomson skid with MEG injection (Regeneration skid to be considered) as per Scope of Work	1 lot	
3	Supply of Compression CNG as per Scope of Work	1 lot	

TABLE – A2

Spares: TABLE - A2 (Bidder to Propose)		
Sr. No.	Description Summary	Unit Cost (Rs.)
1		
2		
3		
TOTAL COST		
NOTES		
1	Bidder to provide exhaustive list of 2 Year O&M Spares for the process and rotary equipment along with Unit rates. Such rates shall remain valid for a period of 2 years.	

Special Pricing notes :

- (i) GST shall be applicable as per Oil & Gas business against DGH IPEC / EC and shall paid over and above the quoted price.
- (ii) The total contract value shall be firm during the duration of the contract.
- (iii) Delivery of Goods : 18 weeks from the Effective Date.
- (iv) Delivery terms / Incoterms : DAP at EPS Bakrol 14, Bakrol Field, Dist: Ahmedabad
- (v) Performance Bank Guarantee : 10% of Contract value with validity period one year
- (vi) Warranty / Guarantee : 24 months from the date of supply or 18 months from commissioning whichever is earlier.



SELAN
EXPLORATION
TECHNOLOGY LIMITED

EXHIBIT D
HEALTH, SAFETY, SECURITY AND ENVIRONMENT

EXHIBIT D

CONTENTS

- 1.0** General Provisions
- 2.0** Provisions Specific to the Contractor's HSSE Plan
 - 2.1** Leadership and accountability
 - 2.2** Policy and strategic objectives
 - 2.3** Organisation, responsibilities, resources, standards and documentation
 - Organisation
 - Employee Orientation Programme
 - HSSE Competence Requirements
 - HSSE Training
 - HSSE Promotion and Awareness
 - HSSE Professionals
 - Subcontractors
 - HSSE Communications
 - HSSE Meetings Programme
 - HSSE Legislation
 - HSSE Standards
 - 2.4** Evaluation and risk management
 - Risk Assessment
 - Handling of Chemicals
 - PPE Requirements
 - 2.5** Planning and procedures
 - HSSE Procedures
 - Basic HSSE Rules
 - Emergency Response Procedures
 - HSSE Equipment and HSSE inspection
 - Occupational Health
 - Environment
 - Security
 - 2.6** Implementation and performance monitoring
 - General
 - Incident Investigation
 - 2.7** Auditing and review
 - 2.8** Incentives

1.0 GENERAL PROVISIONS

- 1.1 All defined terms in this Exhibit shall have the same meaning as set out in the CONTRACT unless otherwise stated.
- 1.2 Any breach of the HSSE Exhibit shall be deemed by the COMPANY to be a material breach of the terms of the CONTRACT between the parties and the COMPANY shall be entitled to take appropriate action including instructing the CONTRACTOR to (a) remedy the breach; (b) suspend Work or (c) terminate the CONTRACT.
- 1.3 CONTRACTOR shall develop and document a health, safety, security and environment Plan (HSSE Plan) addressing the HSSE risks specific to the Scope of Work set out in the CONTRACT and the management of controls to eliminate, reduce or mitigate these risks.
- 1.4 The HSSE Plan shall address the HSSE risks of all phases of the WORK through mobilisation, execution and demobilisation at each location where the WORK will be performed (including but not limited to the office, factory, fabrication yard, construction site, vessel, offshore installations) known as the Site, and shall demonstrate how risks to all personnel have been identified and have been reduced to as low as reasonably practicable, (ALARP).
- 1.5 The HSSE Plan shall contain the list of HSSE deliverables along with a schedule for their completion.
- 1.6 The HSSE Plan shall be submitted to for review and acceptance within thirty (30) days from the Effective Date of the CONTRACT or before mobilisation to the Site (whichever is the sooner).
- 1.7 COMPANY reserves the right at all times to audit and review CONTRACTOR'S facilities, services and/or performance of its activities in respect of compliance with the accepted HSSE Plan for the WORK.
- 1.8 COMPANY reserves the right to suspend the WORK or any part thereof if CONTRACTOR does not comply with the accepted HSSE Plan at the risk of the CONTRACTOR. Before any WORK is suspended COMPANY shall liaise with CONTRACTOR to allow CONTRACTOR the opportunity to rectify any non-conformances within an acceptable timescale. Any suspension shall be carried out in accordance with the terms of the CONTRACT.
- 1.9 Either party may, at any time, suspend the Work for HSSE reasons; in such event where the CONTRACTOR elects to suspend the Work, CONTRACTOR shall immediately inform COMPANY in writing of those reasons, and provide details of actions taken to mitigate, reduce, or eliminate the reason.
- 1.10 It is expected that the CONTRACTOR shall have its own Standards which apply to HSSE matters and shall comply with them where applicable. Where these Standards are not available, or in the reasonable opinion of the COMPANY, they fall below COMPANY'S own Standards then the COMPANY shall have the right to issue its own Standards in force from time to time, to the CONTRACTOR, in order that the CONTRACTOR shall comply with these provisions.

1.11 Failure by CONTRACTOR to adhere to, demonstrate compliance with or ensure CONTRACTOR PERSONNEL comply with the COMPANY'S HSSE Exhibit or Standards may result in termination of the CONTRACT.

2.0 PROVISIONS SPECIFIC TO THE CONTRACTOR HSSE PLAN

The HSSE Plan required under Sub-Clause 1.1 above shall contain, as a minimum, the provisions set out in this section.

2.1 Leadership and Accountability

2.1.1 It is the COMPANY policy to protect the health, safety and security of its employees, to minimise the risk to the public from its operations and to protect the natural environment. CONTRACTOR shall ensure that all CONTRACTORS' PERSONNEL are briefed, understand and strictly adhere to the provisions of this Exhibit, and any appropriate Standards or Guidelines on HSSE.

2.1.2 CONTRACTOR'S management shall demonstrate leadership and commitment through actively participating in all aspects of HSSE, supporting open dialogue and by allocating sufficient and competent resources to the CONTRACT.

2.1.3 CONTRACTOR shall ensure that HSSE responsibilities, authorities, accountabilities and competencies in relation to the Work are clearly defined, documented, communicated and exercised at all levels.

2.1.4 CONTRACTOR shall ensure that individual and team contributions to HSSE performance are recognised and considered during performance appraisals.

2.1.5 CONTRACTOR shall set clear HSSE goals, objectives and targets and ensure that performance is evaluated against them.

2.1.6 CONTRACTOR shall formally review HSSE performance in relation to the Work at regular and frequent intervals to ensure that objectives and targets are being met and areas of concern are addressed.

2.2 Policy and strategic objectives

2.2.1 CONTRACTOR shall ensure that its own Health, Safety, Security and Environment (HSSE) Management System, its HSSE policy and its HSSE Plan are compatible with COMPANY'S HSSE policy, objectives and HSSE Management System.

2.2.2 COMPANY forbids the use or possession of:-

- (a) weapons;
- (b) alcohol; and
- (c) drugs

at all its Sites, both onshore and offshore. CONTRACTOR shall comply and ensure that CONTRACTOR'S PERSONNEL comply with COMPANY'S requirements in this respect.

2.2.3 CONTRACTOR shall ensure that its HSSE policy and HSSE Plan are available at the Site, at all times, to all COMPANY'S Personnel and CONTRACTOR'S PERSONNEL in their working languages, and shall ensure that all CONTRACTOR'S PERSONNEL comply with the requirements of both the HSSE Policy and the HSSE Plan.

2.3 Organisation, responsibilities, resources, standards and documentation

Organisation

2.3.1 CONTRACTOR shall provide sufficient competent and appropriate manpower and supervision in its organisation; with clear responsibilities and reporting structure to ensure that HSSE performance is not compromised.

Employee Orientation Programme

2.3.2 CONTRACTOR shall provide, for all CONTRACTOR'S PERSONNEL involved in the Work induction training comprising:

- (a) an Employee Orientation Training Programme to the Site; and
- (b) training regarding the requirements of the HSSE Plan; and
- (c) provide to Company a record of attendance for each employee.

2.3.3 CONTRACTOR shall provide a simple visual method (approved by COMPANY) that identifies CONTRACTOR PERSONNEL that have attended the induction training.

2.3.4 CONTRACTOR shall ensure that no individual works at the Site unless he has received full induction training as set out in 2.3.2 above.

HSSE Competence Requirements

2.3.5 CONTRACTOR shall ensure its Personnel are:

- a) medically, physically and mentally fit to carry out the duties to which they are assigned in respect of the Work, and be in possession of a certificate to UKOOA standard, (or equivalent), if required to work offshore, and a certificate of fitness if working as an expatriate, rotator, or carrying out diving activities or traveller outside his/her home country; and
- b) aged eighteen years or above, where they are employed to work on hazardous Sites; and
- c) technically competent and experienced in the tasks assigned to them.

2.3.6 CONTRACTOR shall: -

- (a) in respect of each individual member of the CONTRACTOR'S PERSONNEL required to work or to visit offshore, hold at all times:-



- (i) a current Medical Certificate of Fitness issued by an Approved medical agency or doctor;
- (ii) a certified true copy of the current certificate of completion of the required training requirements;

and CONTRACTOR shall provide to COMPANY a certified true copy of the aforesaid certificates prior to employment and, where applicable, any renewal thereof if so requested by COMPANY; and

- (b) submit to COMPANY details of CONTRACTOR'S medical screening programme, including but not limited to, details of the names and qualifications of medical agencies or doctors responsible for issuing Medical Certificates of Fitness.

2.3.7 CONTRACTOR shall ensure CONTRACTOR'S PERSONNEL are competent for the occupations and tasks to which they are assigned under the CONTRACT.

2.3.8 CONTRACTOR shall operate a Safety Passport System which will be approved by the COMPANY. CONTRACTOR shall provide original certificates or certified copies of original certificates/licences of individual CONTRACTOR'S PERSONNEL training/qualification for tasks assigned.

HSSE Training

2.3.9 CONTRACTOR shall be responsible for, and implement, competency based HSSE training of CONTRACTOR'S PERSONNEL and shall take account of and integrate training requirements with COMPANY'S requirements and Policies, Standards and Guidelines as may be advised from time to time.

HSSE Promotion and Awareness

2.3.10 CONTRACTOR shall establish a mechanism for communication and feedback of HSSE issues and performance among CONTRACTOR PERSONNEL on the Site and to COMPANY.

HSSE Professionals

2.3.11 CONTRACTOR shall provide specialist HSSE advice and supervision and respond to HSSE issues when required by the CONTRACTOR or the COMPANY, ensuring

- (a) CONTRACTOR provides sufficient numbers of experienced HSSE supervisors on Site, covered by the CONTRACT.
- (b) CONTRACTOR formally demonstrates the level of competence of all HSSE supervisors and accords these supervisors appropriate levels of authority which shall be communicated to the COMPANY.
- (c) CONTRACTOR ensures that selected supervisors are made available to COMPANY 2-4 weeks prior to mobilization, in order that they receive instruction of COMPANY expectations of HSSE performance.

Subcontractors

2.3.12 CONTRACTOR shall ensure that all its SUBCONTRACTORS receive a copy of, and comply with the requirements of the HSSE Plan accepted by COMPANY and are provided with a copy of this Exhibit.

HSSE Communications

2.3.13 CONTRACTOR shall, where applicable, ensure before commencing operations pursuant to the CONTRACT that all companies, organisations and communities that could potentially be affected by such operations have been notified and when/where necessary carried out a suitable consultation process. At the Site the CONTRACTOR shall ensure that effective toolbox talks are undertaken. Where shift work is in operation clear communications between shift workers such as shift handover notes and face to face handover shall be enforced.

2.3.14 Where applicable, CONTRACTOR'S arrangements for emergency communications shall be integrated with the requirements of the COMPANY and/or the Site and/or local or national or international support services.

HSSE Meetings Programme

2.3.15 CONTRACTOR shall establish an effective structure and schedule for HSSE meetings involving all CONTRACTORS' PERSONNEL assigned to the Work, to promote communication and involvement in HSSE matters. COMPANY reserves the right to participate in such meetings.

HSSE Legislation

2.3.16 CONTRACTOR shall comply with, and shall be able to demonstrate compliance with:

- (a) Relevant and applicable health, safety, security and environmental Legislation and in particular the Health and Safety at Work Act for all places where Work is performed;
- (b) COMPANY Policies, Standards and Guidelines which shall be communicated to CONTRACTOR as appropriate;
- (c) CONTRACTOR'S own corporate and project specific policies and procedures.

HSSE Standards

2.3.17 CONTRACTOR shall establish an HSSE Management System (HSSE-MS) in accordance with 2.2.1 of this Exhibit which meets the requirements of the COMPANY. CONTRACTOR will document via a bridging document how it will interface with the COMPANY HSSE-MS, and that of its key SUBCONTRACTORS. A copy shall be issued to COMPANY. CONTRACTOR'S HSSE-MS shall, as a minimum include, but not be limited to, the following elements:

- (a) Leadership and Accountability;
- (b) Policy and strategic objectives;
- (c) Organisation, Responsibilities, Resources, Standards and Documentation;
- (d) Evaluation and risk management;
- (e) Planning and Procedures;
- (f) Facilities design, construction and commissioning;
- (g) Emergency response planning;
- (h) Implementation and performance monitoring; and
- (i) Auditing and review.

2.4 Evaluation and risk management

Risk Assessment

- 2.4.1 CONTRACTOR shall ensure that, for its activities, a documented risk assessment procedure and risk register are in place and operating. This risk assessment procedure shall be suitable and sufficient to appropriately assess the health, safety, security and environmental risks involved. A copy shall be issued to COMPANY for review.
- 2.4.2 CONTRACTOR shall be responsible for ensuring timely delivery of the risk assessment of its activities, covered in the Scope of Work, in order to meet the work schedule, the COMPANY HSSE plan and regulatory requirements.

Handling of Chemicals

- 2.4.3 CONTRACTOR shall give COMPANY written notice within a reasonable timescale before the delivery or removal from the Site of any substance which is toxic or hazardous to health or potentially harmful to the environment. The notice shall identify the hazards and effects and assess the risks to personnel and the environment. Details of the precautions to be taken when using, handling, transporting, storing or any other means of contact will also be provided in the form of "Material Safety Data Sheets" (MDSS).

CONTRACTOR shall ensure that at all times the substance is suitably packaged and labelled and has been assessed in accordance with the requirements of Control of Substances Hazardous to Health (COSHH Regulations), published by the UK Health and Safety Executive.

PPE Requirements

- 2.4.4 CONTRACTOR shall ensure that all workers are provided with all necessary PPE at the Site. This shall, as a minimum, meet international standards and include the following:
- (a) safety helmet (hard hat).
 - (b) safety glasses/goggles.
 - (c) high visibility vest or reflective bands on coveralls
 - (d) coveralls
 - (e) safety boots
 - (f) safety harness (for working at height/overside).
 - (g) special equipment for hazardous / unusual activity or conditions

- (h) suitable gloves
- (i) ear defenders

2.4.5 CONTRACTOR shall conduct risk assessments for all activities requiring the use of personnel protective equipment (PPE) and the specification of the required PPE, and provide additional and/or specialist PPE as required.

2.4.6 CONTRACTOR PERSONNEL failing to use the appropriate PPE will be asked to use the appropriate equipment or stop work immediately. If the CONTRACTOR PERSONNEL fail to use the PPE the COMPANY may require them to stop work and/or leave the Site immediately. Persistent repeated failures by CONTRACTOR PERSONNEL to use appropriate PPE may result in COMPANY requiring the CONTRACTOR to permanently remove the relevant CONTRACTOR PERSONNEL from the Site and replace the CONTRACTOR PERSONNEL without delay and at no extra cost to the COMPANY.

2.5 Planning and procedures

In India applicable HSE regulations for oil and gas industry include not limited to:

- *Petroleum and Natural Gas (Safety in Offshore Operations) Rules, 2008.*
- *Atomic Energy (Radiation Protection) Act and Rules, 2004.*
- *The Explosives Act and Rules, 2008.*
- *The environmental regulations:*
 - + *The Environment (Protection) Act 1986 amended 1991,*
 - + *The Environment (Protection) Rules 1986,*
 - + *The Water Act 1974,*
 - + *The Water (Prevention and control of pollution) Rules 1975,*
 - + *The Air (Prevention and Control of Pollution) Act 1981,*
 - + *Bio-medical Waste (Management and Handling) Rules 2003,*
 - + *The Batteries (Management and Handling) Rules 2010,*
 - + *The E-waste (Management and Handling) Rules 2011,*
 - + *The Plastic Waste (Management and Handling) Rules 2011,*
 - + *The Hazardous Wastes (Management, Handling and Trans boundary Movement) Rules 2009,*
 - + *The Chemical Accidents (Emergency Planning, Prepared and Response) Rules 1996, Amendment Rules 2015,*
 - + *Noise Pollution (Regulation and Control) Rules 2010*
 - + *Preparation and presentation of Environment Impact Assessment (EIA) report and Environment Management Plan (EMP) Notifications.*
- *Industry standards prescribed under The Environment Protection Act 1986.*
- *Applicable IMO regulations for offshore activities.*
- *Requirements of environmental clearance(s) conditions & guidelines issued by Ministry of Environment & Forests & Govt. of India.*
- *Requirement of complying CTE/CTO/Authorization conditions as per the State Pollution Control Board*
- *Indian Coast Guard Oil Spill response requirements*

The contractor shall be responsible for ensuring that all subcontractors have ability to meet AEPL HSE requirements and safely deliver their portion of the contracted work as per HSE plan with relevant documentation.

HSSE Procedures

- 2.5.1 CONTRACTOR shall provide written HSSE procedures to cover hazardous operations. These will be available to all CONTRACTOR'S PERSONNEL and SUBCONTRACTORS in their working language. A copy shall be provided to COMPANY for review.
- 2.5.2 CONTRACTOR shall abide by either the COMPANY permit to work system or a COMPANY approved permit to work system when carrying out work on Site.
- 2.5.3 CONTRACTOR shall provide a written procedure for obtaining COMPANY'S permission to deviate from HSSE Policies Standards or Guidelines. This will be available to all CONTRACTOR'S PERSONNEL and SUBCONTRACTORS in their working language. A copy shall be provided to COMPANY.

Basic HSSE rules

- 2.5.4 CONTRACTOR shall provide all its personnel and SUBCONTRACTORS with basic relevant health, safety, security and environmental rules; these shall be based on and developed from COMPANY'S Policies, Standards and Guidelines, and a copy provided to COMPANY for review.
- 2.5.5 CONTRACTOR shall ensure that all CONTRACTORS' PERSONNEL and SUBCONTRACTOR'S Personnel shall abide by all health, safety, security and environmental rules of the COMPANY at the Site.

Emergency Response Procedures

- 2.5.6 The establishment and implementation of emergency procedures related to the Work is the responsibility of CONTRACTOR. CONTRACTOR shall consult with COMPANY to ensure appropriate interfaces with COMPANY procedures.
- 2.5.7 Not less than forty (40) days before mobilisation for commencing work CONTRACTOR shall submit to COMPANY details of its provisions and procedures for proposed actions in the event of:
- (a) an incident involving serious injury or death to any member of the team; or
 - (b) a major incident involving third party equipment; or
 - (c) any release of chemicals or hydrocarbons to the local environment; or
 - (d) Serious illness, including that needing evacuation; or
 - (e) a security breach.
- 2.5.8 CONTRACTOR shall produce emergency response bridging documents to cover the extent of its work. As a minimum, this shall include bridging between:
- (a) CONTRACTOR and COMPANY; and
 - (b) CONTRACTOR and its SUBCONTRACTORS; and
 - (c) CONTRACTOR and COMPANY'S other contractors working at the Site.
- 2.5.9 CONTRACTOR shall ensure competency of CONTRACTOR'S PERSONNEL in its emergency response procedures through a programme of drills and testing, and shall provide to COMPANY a record of attendance for each employee.

2.5.10 If required by COMPANY, CONTRACTOR shall participate in an emergency response exercise. COMPANY shall arrange this exercise unless, at its sole option, COMPANY requires CONTRACTOR to organise it.

HSSE Equipment and HSSE inspection

2.5.11 CONTRACTOR shall ensure that all tools, appliances, machines, vehicles or other equipment, are in safe working condition at all times and comply with current regulations and, where appropriate, are used only by authorised and competent persons trained in the use of such equipment. This requirement is to include all emergency response life saving equipment.

Occupational Health

2.5.12 CONTRACTOR shall carry out a Health Risk Assessment process and register to identify and adequately control adverse impacts of work activities on worker's short and long term health. The CONTRACTOR shall also establish an occupational health programme appropriate for the Site conditions and shall provide details to the COMPANY. The CONTRACTOR shall carry out the necessary health surveillance and fitness for work medical assessments.

2.5.13 CONTRACTOR shall maintain first aid facilities for use of CONTRACTOR'S PERSONNEL and those of its SUBCONTRACTORS.

Environment

2.5.14 CONTRACTOR shall protect environmental resources by applying best available techniques, to preferably eliminate, or minimise any direct or indirect impact from operations;

2.5.15 CONTRACTOR shall ensure that all activities are planned in a manner that will not create unnecessary danger, disturbance or effects on the environment or to other users;

2.5.16 CONTRACTOR shall minimise, nuisance, disturbance or interference to the community, their activities, and other users of the environment;

2.5.17 CONTRACTOR shall unless otherwise directed by COMPANY, avoid conducting activities in protected areas or where there is an unacceptable risk of damage to sensitive environmental resources;

2.5.18 CONTRACTOR shall ensure that fishing, hunting and gathering of flora and fauna or any other environmental resources are strictly prohibited within the area impacted by the Work;

2.5.19 CONTRACTOR shall where applicable be responsible for restoration of any land used or affected by CONTRACTOR'S activities under the CONTRACT. This will include removal of CONTRACTOR'S EQUIPMENT, surplus materials and waste to the satisfaction of COMPANY REPRESENTATIVE.

2.5.20 Subject to Clause 24.12 of Conditions of Contract, Where CONTRACTOR is responsible for disposal of any waste produced or occurring as a consequence



of its operations pursuant to the CONTRACT, all such disposals shall be in accordance with all legislation, COMPANY standards and best practice whether that shall be for hazardous waste or non-hazardous waste. CONTRACTOR shall ensure that all necessary approvals or licences are obtained and that any SUBCONTRACTORS utilised for this purpose fully comply with such requirements. CONTRACTOR shall provide COMPANY with a copy of each waste transfer note.

2.5.21 Subject to Clause 24.12 of Conditions of Contract, CONTRACTOR shall notify COMPANY in writing of the method for managing disposal of all hazardous waste and gain approval therefore before commencing such disposal. CONTRACTOR shall not deviate from agreed disposal methods without prior Approval from COMPANY.

2.5.22 CONTRACTOR shall, where applicable, be responsible for measuring, monitoring and reporting environmental emissions in line with all legislation and COMPANY requirements.

2.5.23 CONTRACTOR and its SUBCONTRACTORS and suppliers shall be able to demonstrate that they operate a robust security system for COMPANY'S materials and data storage, including conducting periodic audits and review of the security arrangements in place with a view to improve the security system if deficiencies are identified.

Security

2.5.24 CONTRACTOR shall ensure that all CONTRACTOR'S PERSONNEL and SUBCONTRACTORS shall abide by all security procedures and rules of the COMPANY when entering, working at and leaving COMPANY sites.

2.5.25 CONTRACTORS shall undertake an assessment of the security risks to their operation, and develop and implement a robust security programme to mitigate the identified risks to their people, premises, materials, equipment and information. A copy of this plan should be provided to the COMPANY.

2.5.26 CONTRACTORS shall develop a crisis management plan and equip and train a local incident management team to respond to major incidents.

2.5.27 CONTRACTORS shall appoint a security manager/representative to be the focus on all aspects of Security and to liaise with the COMPANY'S security manager/representative as per the security risk assessment done by CONTRACTOR.

2.5.28 CONTRACTORS shall provide security awareness training for all staff commensurate with the identified risks.

2.5.29 CONTRACTORS shall undertake a fraud risk assessment and develop and implement an effective fraud risk management programme.

2.6 Implementation and performance monitoring

General



- 2.6.1 CONTRACTOR shall establish an HSSE performance monitoring programme and provide a copy of the monitoring programme, and regular reports to COMPANY.
- 2.6.2 CONTRACTOR shall report all incidents in accordance with the COMPANY requirements, the definitions of incidents shall be in accordance with the current Oil and Gas Producers (OGP) Guidelines.
- 2.6.3 CONTRACTOR shall provide each month a report of lost time injuries (LTI), restricted workday cases (RWDC), medical treatment cases (MTC), medical evacuations, High Potential Incidents (HPI), first aid cases (FAC), and near misses and frequency of hazardous occurrence (numbers of hazardous situations without details) for all CONTRACTOR'S PERSONNEL engaged in the Work, this is to include all Subcontracts, stating the number of LTI's and the total number of man-hours worked and lost and the number of kilometres driven both during the month and cumulatively. CONTRACTOR shall also provide details of any occupational illnesses resulting from the Work.
- 2.6.4 CONTRACTOR shall implement a Behaviour-Based Safety process on site aiming at:
- (a) identifying workforce behaviours, with reference to specific risks, that have impacts on HSSE performance; keeping this checklist dynamic based on current risk assessments and performance;
 - (b) training observers from workforce, keeping a ratio of at least 1 observer for each 20 workforce members;
 - (c) systematically observing workforce compliance with the identified behaviours and positively reinforcing desired behaviours through feedback and coaching;
 - (d) measuring safety by producing numerical ratio of safe/unsafe behaviours;
 - (e) identifying unsafe behaviours trends and addressing these by conducting analysis - Antecedent-Behaviour-Consequence (ABC) and Root Cause Analysis (RCA) - to develop and implement improvement plans;
 - (f) setting improvement goals; recognizing and reinforcing improvements and goal-attainment.
 - (g) removing system barriers for safe behaviours by modifying the work environment – facilities, equipment, process.
 - (h) establishing a framework consisting of:
 - a. BBS committee – to run the process
 - b. BBS champion – to enable resources for improvements
 - c. BBS advisor – to facilitate trainings, coaching, database, communication; to review and sustain the process.

CONTRACTOR shall provide a copy of the BBS process and regular reports to COMPANY.

2.6.5 CONTRACTOR shall provide COMPANY with copies of all correspondence received from or sent to any person concerning HSSE matters relating to CONTRACTOR and SUBCONTRACTOR activities under the CONTRACT;

2.6.6 CONTRACTOR shall, where applicable, maintain a waste log book.

2.6.7 CONTRACTOR shall maintain a public complaints log book.

Incident Investigation

2.6.8 CONTRACTOR shall comply with COMPANY'S incident investigation and reporting requirements.

2.6.9 CONTRACTOR shall provide COMPANY with a copy of any report or statement or written evidence concerning any accident, medical condition, dangerous event or near miss which occurs during the performance of the Work or any other information indicating the existence of adverse health, safety, security or environmental conditions of which CONTRACTOR'S PERSONNEL may become aware within twenty four (24) hours of the incident .

2.6.10 CONTRACTOR shall report fatalities immediately. All incidents with a severity of a Lost Time Injury (LTI) or worse, including Restricted Workday Cases (RWC) shall be immediately notified to COMPANY in writing, be subject to full root causes investigation and detailed reports provided to COMPANY within seven (7) days of the incident. COMPANY reserves the right to participate in any incident investigation carried out in connection with the Work.

2.6.11 CONTRACTOR shall document and report immediately to COMPANY any incidents of environmental damage, any unforeseen activity or event which could have led to environmental damage, uncontrolled release of hydrocarbons, breaches or potential breaches of environmental regulations or complaint from local groups, organisations including enforcement agencies or individuals;

2.7 Auditing and review

2.7.1 CONTRACTOR shall establish a schedule for HSSE audit / inspection for its activities and those of its primary SUBCONTRACTORS, and provide a copy of the schedule to COMPANY.

2.7.2 CONTRACTOR shall provide all input and support as COMPANY deems successfully carried out and the actions arising are closed out to COMPANY'S satisfaction. CONTRACTOR'S PERSONNEL shall be available for interview as part of COMPANY audits and reviews.

2.7.3 COMPANY reserves the right to attend any HSSE audit/inspection and must be provided with the necessary notification in due time to organise mobilisation.

2.7.4 Before commencement of the Work, COMPANY may, at its sole option, conduct an audit to satisfy itself of CONTRACTOR'S arrangements regarding HSSE matters. CONTRACTOR shall co-operate fully with the audit team and correct any agreed deficiency noted without undue delay and in any event before Work commences.

2.7.5 Upon request, CONTRACTOR shall supply COMPANY with copies of all reports and documents regarding HSSE matters that it is required by legislation to maintain together with such other reports and information as COMPANY may require.

2.7.6 CONTRACTOR shall maintain and make available for inspection by COMPANY upon request all registers, records and any other documentation on environmental aspects of the activities being carried out or on the environmental management system implemented by CONTRACTOR

2.7.7 CONTRACTOR shall provide a report on HSSE performance during the CONTRACT, as part of the CONTRACT close-out documentation.

2.8 Incentives

2.8.1 If the COMPANY and the CONTRACTOR agree that in order to reinforce effective safety behaviours and establish a culture of open learning and reporting a financial incentive scheme is appropriate then they shall ensure that the goals and objectives of such financial incentives are agreed prior to Work commencing. These financial incentive schemes should be governed by some guiding principles which are set out below:-

- recognise and reinforce safe behaviour
- focus more on leading than lagging indicators
- be divorced from scheduling and productivity programmes
- be supported and financed by both Company and Contractors
- capitalise on social reinforcement
- comprise a combination of team and individual rewards

2.8.2 It should also be recognized that financial incentives may, if not communicated appropriately, engender less favourable behaviours. Due consideration and mitigations should be agreed at the time to manage this risk.