

پروژه اصلی: انجام عملیات اسیدکاری و آزمایش ۳۰ حلقه چاه آزادگان
با شرکت پترو پارس لیمیتد

موضوع: مناقصه عمومی یک مرحله ای تامین خدمات H2S

شماره مناقصه : ۱۴۰۲-۱۲۱



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«اسناد و مدارک مناقصه»

شماره مناقصه:

۱۴۰۲-۱۲۱

موضوع مناقصه:

تامین خدمات H2S

تاریخ: شهریور ماه ۱۴۰۲

پروژه اصلی: انجام عملیات اسیدکاری و آزمایش ۳۰ حلقه چاه آزادگان
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قابل توجه / مهم

به شرکت کنندگان در مناقصه تاکید می گردد، اخذ پاکات پیشنهادی بعد از تاریخ و ساعت قید شده در مدارک مناقصه به هیچ وجه امکانپذیر نمی باشد.
لذا جهت ارائه نرخ طوری برنامه ریزی شود که تا قبل از ساعت ۱۵ روز چهارشنبه مورخ ۱۴۰۲/۰۶/۰۱ پاکات پیشنهادی خود را به دبیرخانه کمیسیون معاملات تحویل نمایند.

مدیریت امور حقوقی و قراردادها

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بخش اول: دعوت نامه شرکت در مناقصه

موضوع: دعوت به شرکت در مناقصه (عمومی) یک مرحله ای

با سلام

احتراماً بدینوسیله از آن شرکت محترم دعوت میشود در صورت آمادگی و تمایل به ارائه خدمات مندرج در اسناد مناقصه پیوست، جهت شرکت و دریافت اسناد مناقصه نماینده خود را با معرفی نامه کتبی به این امور معرفی نموده و پس از مطالعه، پیشنهادات اجرایی، فنی و مالی خود را براساس مفاد و شرایط مندرج در اسناد مذکور در ظرف مهلت مقرر به آدرس تهران، خیابان طالقانی، شماره ۲۳۴، دبیرخانه کمیسیون معاملات (طبقه ششم/ آقای ملایی) تحویل نمایند. خواهشمند است در صورت عدم تمایل به شرکت در مناقصه حاضر با ذکر علت، اسناد دریافتی را حداکثر ظرف مدت یک هفته از تاریخ دریافت آنها به این شرکت عودت نمایید. در صورت عدم شرکت در مناقصه و یا عدم ارائه توضیح لازم، نام آن شرکت از لیست تامین کنندگان مورد تایید حذف خواهد گردید.

باتشکر

مدیریت امور حقوقی و قراردادها

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بخش دوم: شرایط مناقصه



شرایط مناقصه

شرکت عملیات اکتشاف نفت - که منبهد به اختصار «کارفرما» نامیده می شود - در نظر دارد تا خدمات مورد نیاز خود را بر اساس مشخصات فنی پیوست قرارداد و با شرایط ذیل از طریق مناقصه یک مرحله ای از اشخاص حقیقی یا حقوقی ارائه دهنده خدمات مزبور تامین و خریداری نماید.

ماده ۱- تضمین شرکت در مناقصه:

۱-۱- شرکت کننده می بایست مبلغ ۱,۱۰۰,۰۰۰,۰۰۰ ریال بعنوان "تضمین شرکت در مناقصه" به صورت یک فقره ضمانتنامه

بانکی مورد تایید کارفرما جهت شرکت در مناقصه شماره ۱۲۱- ۱۴۰۲ به نام شرکت عملیات اکتشاف نفت "ارائه نمایند، یا معادل مبلغ فوق را به عنوان وجه تضمین به حساب شرکت (شماره حساب: ۱,۱۶۰,۰۰۰,۰۰۰,۳۰۹۱۱۰۱۰۱۶۰۰۰۰, شماره شب: IR730570030911010160000001، بانک: پاسارگاد شعبه بهارستان، کد شعبه: ۳۰۹) واریز نمایند.

۲-۱- به پیشنهاداتی که تضمین شرکت در مناقصه همراه نداشته باشند ترتیب اثر داده نخواهد شد. در صورتی که برنده مناقصه پس از ابلاغ کتبی کارفرما و در مهلت تعیین شده توسط کارفرما از امضاء قرارداد امتناع نماید تضمین شرکت در مناقصه به نفع شرکت ضبط خواهد شد.

۳-۱- تضمین شرکت در مناقصه نفر اول و دوم برندگان مناقصه تا انعقاد پیمان نگهداری شده و تضمین بقیه شرکت کنندگان که پیشنهاد آنها مورد قبول واقع نشود پس از تشخیص کمیسیون معاملات به آنها مسترد خواهد شد.

۴-۱- شرکت در مناقصه و تسلیم پیشنهاد، سند قبول شرایط معامله و طرح قرارداد مربوط به آن خواهد بود.

۵-۱- اشخاص حقوقی داوطلب شرکت در مناقصه می بایستی مشخصات قانونی شرکت خود را وفق فرم مندرج در بخش پنجم اسناد حاضر، اعلام و مستندات مربوطه را ارائه نمایند.

ماده ۲- پیشنهادهای غیر قابل بررسی

به پیشنهادهای مشروحه زیر ترتیب اثر داده نخواهد شد.

الف: پیشنهادهایی که تضمینی به جز تضمین تعیین شده در اسناد مناقصه بعنوان تضمین شرکت در مناقصه ضمیمه آنها شده باشد.

ب: پیشنهادهایی که مبهم و مشروط و یا فاقد شرایط معامله و طرح قرارداد باشد.

ج: پیشنهاداتی که بعد از مدت مقرر در شرایط مناقصه به شرکت رسیده باشد.

ماده ۳- مهلت ارائه پیشنهاد

پیشنهادهای باید طبق ماده ۴ و توصیف مشروحه زیر لاک و مهر شده و تا قبل از ساعت ۱۵ روز چهارشنبه مورخ ۱۴۰۲/۰۶/۰۱ به دبیرخانه کمیسیون معاملات (طبقه ششم) شرکت تسلیم شده باشد.

قرائت شد و مورد قبول واقع شد



تبصره: تسلیم پیشنهادات صرفاً باید در دو روز آخر منتهی به تاریخ فوق باشد و پیشنهاداتی که زودتر از موعد تسلیم شوند، مردود شد.

ماده ۴- وصف پاکتها

پیشنهاد دهندگان باید پس از تهیه تضمین شرکت در مناقصه به شرح ماده ۱ و تکمیل برگ پیشنهاد نرخ و ضمیمه آن سایر قسمتهای ذیربط اسناد و مدارک مناقصه، کلیه اوراق و مدارک مناقصه را صفحه به صفحه از ابتدا تا انتها امضاء و مهر و سپس به شرح ذیل عمل نمایند:

▪ **پاکت الف حاوی تضمین شرکت در مناقصه باشد.**

▪ (ضمانتنامه معتبر بانکی) مبلغ ۱,۱۰۰,۰۰۰,۰۰۰ ریال

▪ **پاکت ب می بایست شامل موارد ذیل باشد:**

۱. اسناد مناقصه و قرارداد و ضامائم آنها که همه صفحات به مهر و امضاء مجاز پیشنهاد دهنده رسیده باشد.

۲. کپی شناسنامه و کارت ملی صاحبین امضاء مجاز، آگهی تاسیس، آگهی تغییرات، اساسنامه و برگه ثبت نام در نظام مالیاتی شرکت.

▪ **پاکت ج (پیشنهاد قیمت) باید شامل موارد ذیل باشد:**

۱. برگ پیشنهاد قیمت دقیقاً مطابق فرم پیشنهاد نرخ (بر اساس فرم پیوست) با ذکر جزئیات قیمت، که باید توسط پیشنهاد دهنده تکمیل و در پاکت ج مهر و موم گردد.

۲. سمت پیشنهاد دهنده.

تبصره: با توجه به اینکه پس از گشایش پاکات قیمت هیچگونه تعدیلی در قیمتهای پیشنهادی اعمال نخواهد شد و قیمتهای پیشنهادی در پاکت ج ملاک تصمیم گیری می باشد لذا شرکت کننده در مناقصه باید آخرین قیمت پیشنهادی خود را با آگاهی تمام از شرایط واقعی کار و در نظر گرفتن تخفیفات ممکنه اعلام نماید.

تبصره: کلیه مبالغ باید محاسبه و به عدد و حروف بطور خوانا و بدون قلم خوردگی درج گردد، این پیشنهاد باید به طور ناخالص و شامل بیمه، مالیات و هرگونه عوارض دولتی قانونی متعلقه باشد. در صورتی که در پاکت (ج) غیر از بهای پیشنهادی مطلب و یا شرطی ذکر شود به هیچ وجه مورد توجه قرار نخواهد گرفت و منحصرأ مفاد و مواد این شرایط مورد قبول است.

تبصره: پیشنهادها باید حداقل سه ماه از آخرین مهلت دریافت پیشنهادات (ماده ۳ فوق) معتبر باشد.

ماده ۵- گشایش پاکات

۵-۱) هیئت گشایش پیشنهادات مالی طبق موارد مندرج در شرایط مناقصه، پاکت های پیشنهاد دهندگان را باز نموده و پس از رسیدگی به اوراق معرفی نامه های مربوط و رؤیت امضاء شرایط معامله و طرح قرارداد و احراز صحت آنها نظر خود را اتخاذ و پس



از تصمیم گیری نتیجه مناقصه را اعلام خواهد نمود. پیشنهادات مالی پیشنهاد دهندگانی که تضمین شرکت در مناقصه را طبق اسناد مناقصه ارائه ننموده اند، گشایش نخواهد یافت.

۵-۲) در صورت ناقص بودن محتویات پاکات پیشنهادی و یا مبهم و مشروط بودن هر یک از پیشنهادات پاکت بعدی آن پیشنهاد دهنده باز نشده و عیناً به پیشنهاد دهنده و یا نماینده یا وکیل او مسترد و یا بایگانی و ابطال خواهد شد.

۵-۳) به تصمیم هیئت گشایش پاکات مناقصه بعداً اعتراضی قابل قبول نخواهد بود و بررسی و تصمیم گیری هیئت مزبور در مورد پیشنهادات واصله بدون حضور پیشنهاد دهندگان یا نماینده قانونی آنها صورت می گیرد.

۵-۴) به پیشنهادات فاقد سپرده، خط خورده، مخدوش، ناخوانا، بدون امضاء، مهر نشده، مبهم و مشروط و پیشنهاداتی که بعد از مهلت مقرر واصل گردد ترتیب اثر داده نخواهد شد.

ماده ۶- تضمین انجام تعهدات

۶-۱) برنده مناقصه باید ظرف مهلت ۱۰ روز از تاریخ ابلاغ شرکت، معادل ۵٪ (پنج درصد) مبلغ کل قرارداد را بصورت ضمانتنامه بانکی که تا سه ماه پس از خاتمه مدت اعتبار قرارداد، معتبر و تا هر زمان بنا به نظر و درخواست شرکت قابل تمدید باشد، بعنوان تضمین انجام تعهدات به شرکت بسپارد. تضمین شرکت در مناقصه پس از امضاء قرارداد و ارائه تضمین انجام تعهدات مسترد خواهد شد. ۶-۲) در صورتی که برنده مناقصه پس از ابلاغ کتبی شرکت ظرف مدت ۱۰ روز برای تسلیم ضمانتنامه انجام تعهدات و امضاء قرارداد حاضر نشده و یا از انجام یکی از موارد مذکور امتناع نماید سپرده مقرر در ماده یک این شرایط به نفع شرکت ضبط خواهد شد و مناقصه گزار پس از طی مراحل فوق قرارداد را با برنده دوم منعقد خواهد نمود.

۶-۳) در صورتیکه برنده مناقصه از تسلیم تضمین انجام تعهدات و امضاء قرارداد خودداری و یا از شرایط عدول نماید، تضمین شرکت در مناقصه او ضبط و شرکت به پیشنهاد دهنده حائز حداقل درجه دوم ابلاغ خواهد نمود که ظرف مدت دو هفته پس از ابلاغ برای تسلیم تضمین انجام تعهدات و امضاء قرارداد حاضر شود و هر گاه پیشنهاد دهنده حائز حداقل درجه دوم نیز پس از ابلاغ کتبی و انقضای مهلت مقرر در این ماده، حاضر به تسلیم تضمین انجام تعهدات و انعقاد قرارداد نشده و یا از شرایط عدول نماید تضمین شرکت در مناقصه او نیز به نفع شرکت ضبط خواهد شد.

۶-۴) در صورت امکان تعلق پیش پرداخت (تا سقف نهایتاً ۲۵٪ مبلغ قرارداد)، برنده مناقصه مکلف است به میزان پیش پرداخت متعلقه، تضمین مورد درخواست مناقصه گذار را ارائه نماید.

۶-۵) تضمین شرکت همه شرکت کنندگان در مناقصه، بعد از امضای قرارداد آزاد خواهد شد.

ماده ۷- کسورات قرارداد

مالیات و عوارض و سایر کسور قانونی متعلقه بعهده برنده مناقصه خواهد بود و تسلیم پیشنهاد و امضای مدارک از طرف پیشنهاد دهنده دلیل قبول و تعهد وی به پرداخت موارد اخیرالذکر می باشد.

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ماده ۸- اضافه یا کسر نمودن میزان کار:

کارفرما متخیر است حجم قرارداد را شامل مدت و مبلغ قرارداد را تا میزان ۲۵٪ افزایش دهد. با توجه به ماهیت Callout قرارداد، کارفرما متعهد به رعایت هیچگونه حجم حداقلی نمی باشد.

ماده ۹- رد یا قبول پیشنهادات

۱. وصول هیچیک از پیشنهادات بمنزله قبول شده محسوب نخواهد شد. مادامیکه فیما بین طرفین قرارداد رسمی امضاء نشده باشد، اسناد مناقصه حاضر یک قرارداد الزامی فی مابین طرفین تلقی خواهد شد.
۲. چنانچه شرکت به هر علت از اجرای خدمات و امضاء قرارداد با برنده مناقصه منصرف گردد، ضمانتنامه برنده مناقصه ترخیص خواهد شد که در این صورت برنده مناقصه حق هیچگونه ادعای جبران خسارتی را نخواهد داشت.
۳. شرکت این حق را برای خود محفوظ می دارد که با صلاحدید خود و بدون ذکر دلیل و توضیح اقدام به قبول یا رد یک یا کلیه پیشنهادات واصله کلاً یا جزئاً نماید و تودیع سپرده و ارائه پیشنهاد نرخ هیچگونه حقی برای شرکت کنندگان در مناقصه ایجاد نخواهد کرد.

امضاء پیشنهاد دهنده

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بخش سوم: پیش نویس قرارداد



پیش نویس قرارداد

قرارداد حاضر به همراه اسناد و مدارک آن در تاریخ در شهر تهران فیما بین:

شرکت عملیات اکتشاف نفت (سهامی خاص): به نشانی: تهران، خیابان طالقانی، شماره ۲۳۴ و شماره تلفن ۴۱۴۵۱۰۰۰ و نمابر ۸۸۳۰۳۲۰۶ به شماره ثبت ۱۴۳۲۶۰ در اداره ثبت شرکتهای تهران با شناسه ملی: ۱۰۱۰۱۸۶۲۳۵۶ و کد اقتصادی ۴۱۱۱۳۱۱۸۴۵۱۴ به نمایندگی قانونی آقایان عبدالمهدی مجتهدی (مدیرعامل) و هدایت الله خادمی (رئیس هیأت مدیره) - که از این پس در این قرارداد "کارفرما" یا "Company" نامیده می شود از یک طرف،

و

شرکت : به نشانی و کد پستی: ثبت شده که تحت شماره در اداره ثبت شرکتهای شهرستان به ثبت رسیده است با شناسه ملی: و کد اقتصادی به نمایندگی قانونی که از این پس در این قرارداد "پیمانکار" یا "Contractor" نامیده می شود- از طرف دیگر به جهات و شرایط مشروحه ذیل منعقد می گردد:

نظر به اینکه:

الف) "کارفرما" در راستای اجرای قراردادهای کارفرمایی جاری خود در مناطق عملیاتی واقع در استانهای خوزستان و ایلام در نظر دارد تحت قرارداد حاضر نسبت به تأمین خدمات H2S از طریق پیمانکاری ماهر و با صلاحیت اقدام نماید،
ب) "پیمانکار" اعلام می نماید که در انجام خدمات فوق الذکر دارای تجربه لازم، توانایی مالی، تخصص، کارکنان ماهر و تجهیزات مورد نیاز می باشد و قادر و مایل است بر اساس اسناد قرارداد حاضر خدمات مذکور را به نحو احسن به انجام رساند. همچنین پیمانکار اعلام می دارد که از کم و کیف، نوع و شرایط کار، ریسک و موارد مختلف مربوط به موضوع این قرارداد آگاهی کامل دارد و هیچگونه اعتراضی از "پیمانکار" مبنی بر عدم اطلاع از موضوع و مفاد قرارداد و شرایط آن پذیرفته و مسموع نمی باشد،
لذا با عنایت به موارد مطروحه طرفین نسبت به عقد قرارداد با شرایط ذیل اقدام می نمایند:

۱- موضوع قرارداد

موضوع قرارداد حاضر عبارت است از "تأمین خدمات H2S به تعداد ۲ یونیت جهت اجرای پروژه های کارفرما" مطابق با شرح کار، جداول نرخ و سایر شرایط و پیوستهای این قرارداد.

تبصره: در صورت اعلام نیاز کارفرما و دارا بودن ظرفیت از سوی پیمانکار، شرح کار قرارداد حاضر قابل افزایش به تعداد ۲ یونیت دیگر می باشد. لذا در صورت توافق طرفین، الحاقیه ای با نرخ های قرارداد حاضر جهت افزایش حجم و سقف مبلغ قرارداد بین طرفین منعقد خواهد شد.



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۲- اسناد قرارداد

این قرارداد شامل اسناد و مدارک زیر می باشد که مجموعه ای یکپارچه و غیر قابل تفکیک بوده و در صورت بروز ابهام یا وجود تعارض و تناقض در مواد و مقررات مندرج در آنها به ترتیب ذیل دارای اولویت خواهند بود:

۱-۲- سند قرارداد حاضر

۲-۲- شرایط اختصاصی (PARTICULAR CONDITIONS OF CONTRACT)

۳-۲- شرایط عمومی (GENERAL CONDITIONS OF CONTRACT)

۴-۲- شرح خدمات (SCOPE OF WORK)

۵-۲- لیست تجهیزات (Equipment List)

۶-۲- جداول نرخ و آحاد بهاء (SCHEDULE OF RATES AND PRICES)

۳- مدت قرارداد

۱-۳- این قرارداد از تاریخ امضاء از سوی پیمانکار نافذ و لازم الاجراء می باشد.

۲-۳- مدت این قرارداد ۱۲ ماه از تاریخ ابلاغ شروع بکار از سوی کارفرما می باشد.

۳-۳- شروع عملیات براساس نیاز کارفرما و مطابق هماهنگی ظرف مدت ۴۸ ساعت قبل از اجرا خواهد بود.

۴-۳- کارفرما مخیر است حجم قرارداد را شامل (مدت و مبلغ) قرارداد را تا میزان ۲۵٪ افزایش دهد.

تبصره: . با توجه به ماهیت Callout قرارداد، کارفرما متعهد به رعایت هیچگونه حجم حداقلی نمی باشد.

۵-۳- در صورت لزوم و بنا به درخواست کارفرما، پیمانکار موظف به انجام خدمات تحت قرارداد حداکثر به مدت ۳ ماه پس از

انقضای مدت قرارداد و الحاقیه های صادره، با همان مفاد و شرایط و نرخ های قرارداد خواهد بود.

۴- مبلغ قرارداد

۱-۴- سقف مبلغ ناخالص برآوردی قرارداد ریال (به حروف: ریال) می باشد که پس از

تایید "کارفرما" بر اساس جداول نرخ پس از کسر کسورات قانونی و قراردادی و جرایم احتمالی، بر اساس کارکرد واقعی به "پیمانکار" پرداخت می گردد.

۲-۴- تمامی پرداختها در این قرارداد به صورت ریالی می باشد.

۵- نحوه محاسبه و پرداخت

۱-۵- پرداخت به پیمانکار بر اساس صورت حساب های ارائه شده توسط وی که به تأیید نمایندگان اجرایی و HSE کارفرما رسیده

باشد و پس از ارائه آنها به کارفرما با کسر کسورات قانونی و حسب مورد قراردادی صورت خواهد گرفت.



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تبصره ۱: پرداخت مالیات بر ارزش افزوده بر عهده کارفرما می باشد مشروط بر اینکه پیمانکار برگ ثبت نام نزد وزارت امور اقتصادی و دارایی را به کارفرما ارائه نماید.

تبصره ۲: چنانچه ارزش افزوده صورتحساب های تایید شده که در دفاتر کارفرما و پیمانکار ثبت شده است، به هر دلیلی منتسب به پیمانکار، توسط حوزه مالیاتی کارفرما مردود و غیر قابل قبول تشخیص داده شود، ضمن تکلیف پیمانکار نسبت به حل و فصل موضوع، کلیه خسارات وارده به کارفرما از محل مطالبات و یا تضامین قرارداد و یا از هر طریق ممکن دیگر قابل برداشت خواهد بود.

۵-۲- هیچگونه هزینه ای به ازای روزهای آماده به کار، قابل پرداخت به پیمانکار نمی باشد.

۶- تضامین قرارداد

۶-۱ تضمین انجام تعهدات

پیمانکار موظف است همزمان با امضاء قرارداد، ضمانتنامه بانکی معتبر به میزان ۵٪ مبلغ قرارداد، جهت تضمین انجام تعهدات (وجه التزام قرارداد) به کارفرما ارائه نماید.

ضبط تضمین انجام تعهدات:

چنانچه پیمانکار در هر یک از تعهدات و مسئولیتهای تعهد شده و یا قانونی استنکاف ورزد، کارفرما مخیر به ضبط تضامین قراردادی به صلاحدید خود خواهد بود. ضبط تضامین قراردادی از سوی کارفرما، بدل از انجام تعهدات، اخذ خسارات قانونی و جرایم احتساب شده نخواهد بود.

۶-۲ سپرده حسن انجام تعهدات

در راستای تضمین کیفیت اجرای خدمات، از هر صورت وضعیت پیمانکار ۱۰٪ بابت تضمین حسن اجرای تعهدات کسر و نزد کارفرما نگهداری می گردد.

ضبط سپرده حسن انجام تعهدات:

در صورتیکه پیمانکار نتواند تعهدات خود را در مطابقت دقیق با مفاد قرارداد حاضر و قرارداد اصلی به انجام رساند، بدون لطمه به هیچیک از حقوق قراردادی و یا قانونی، کارفرما حق خواهد داشت تضامین و سپرده قرارداد را بعنوان وجه التزام و جریمه نقض تعهد پیمانکار بنفع خود ضبط نماید.

۶-۳ آزادسازی تضامین قرارداد

تضمین انجام تعهدات و سپرده حسن انجام کار پس از خاتمه قرارداد و تسویه حساب نهایی و ارائه مفاساحساب تامین اجتماعی و اعلام رضایت کارفرما از نحوه اجرای خدمات توسط پیمانکار و تکمیل فرم ترک ادعا توسط پیمانکار به پیمانکار مسترد خواهد شد.



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۷- کسورات قانونی

۷-۱- بیمه: پیمانکار مسئولیت دارد تا کلیه کارکنان خود را نزد بیمه سازمان تأمین اجتماعی بیمه نماید و کارفرما را در مورد هر نوع ادعای کارکنان خود نسبت به خسارت جانی و مالی در محیط کار مبری نماید. کارفرما طبق ماده ۳۸ قانون تأمین اجتماعی پنج درصد (۵٪) از تمامی پرداخت های ناخالص به پیمانکار را به عنوان ودیعه حق بیمه کارکنان پیمانکار نزد خود نگهداری خواهد نمود و استرداد این مبلغ و آخرین صورت وضعیت حساب پیمانکار که نباید کمتر از ۱۰٪ مبلغ کل قرارداد باشد منوط به ارائه مفاسد حساب از سازمان تأمین اجتماعی خواهد بود و یا اینکه:

۷-۲- گواهی از سازمان تأمین اجتماعی مبنی بر اینکه ماده ۳۸ قانون تأمین اجتماعی بر این قرارداد اعمال نخواهد شد را ارائه نماید. در صورت درخواست کارفرما پیمانکار بایستی تمامی مدارک و گواهی های لازم از قبیل گواهی بیمه کارکنان خود که از جانب مراجع دولتی مربوطه صادر شده رسیده است را در اختیار کارفرما قرار دهد.

۸- اقامتگاه قانونی

اقامتگاه قانونی طرفین همان است که در ابتدای این قرارداد اعلام شده است و طرفین تعهد می نمایند در صورت تغییر آدرس، شماره تلفن ها و یا نمابر خود حداکثر ظرف مدت دو روز مراتب را بصورت کتبی به طرف مقابل اطلاع دهند، در غیر اینصورت کلیه مکاتبات و ابلاغ ها به آدرس و شماره تلفن و نمابر مذکور، ابلاغ شده تلقی می گردد.

۹- نماینده طرفین

۹-۱ نماینده کارفرما

نماینده کارفرما در قرارداد حاضر « مدیریت واحد اجرایی » یا هر شخص دیگری که کارفرما معرفی نماید می باشد. نظارت بر حسن عملیات اجرایی بعهدہ نماینده کارفرما خواهد بود. نماینده کارفرما می تواند هر زمان که لازم بداند از محل یا تجهیزات و یا نحوه انجام عملیات موضوع قرارداد بازرسی بعمل آورد. همچنین نماینده مذکور حق خواهد داشت در زمینه خدمات تحت قرارداد شخصاً به بازرسی خدمات و یا مشورت و راهنمایی پیمانکار پرداخته و شخص یا اشخاص دیگری را بدین منظور تعیین نماید. بازرسی و یا هر نوع عملکرد نماینده کارفرما به هیچ وجه از مسئولیتها و تعهدات تحت قرارداد پیمانکار در زمینه سرپرستی و انجام خدمات به شکل صحیح نمی کاهد.

۹-۲ نماینده پیمانکار

پیمانکار باید نماینده تام الاختیار خود را بلافاصله پس از امضاء قرارداد حاضر انتخاب نموده و کتباً به کارفرما معرفی نماید. در صورت عدم رضایت کارفرما، پیمانکار فرعی ظرف ۲۴ ساعت موظف به جایگزینی شخص مورد نظر خواهد بود.

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۱۰ نسخ قرارداد

این قرارداد در ده ماده و سه (۳) نسخه که هر یک از نسخ حکم واحد دارند تنظیم و به امضای طرفین رسید و از زمان امضاء قرارداد لازم الاجرا می باشد.

از طرف شرکت	از طرف شرکت عملیات اکتشاف نفت
نام و نام خانوادگی: سمت: مدیرعامل امضاء و مهر: نام و نام خانوادگی: سمت: عضو هیأت مدیره امضاء:	نام و نام خانوادگی: عبدالمهدی مجتهدی سمت: مدیرعامل امضاء و مهر: تاریخ : نام و نام خانوادگی: احمدايت الله خادمی سمت: رئیس هیأت مدیره امضاء:
مهر طرفین در کلیه صفحات قرارداد و ضمائم آن به منزله امضاء و تایید طرفین می باشد.	

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پیوست ۱: شرایط اختصاصی

PARTICULAR CONDITIONS OF CONTRACT

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ARTICLE 1. SUBJECT OF THE CONTRACT & SCOPE OF WORK

1.1 "Contract Works" shall be consist of all works, services, duties, obligations in connection with Company's project and all that is necessary for the full completion of the "Contract Works", as further described in Scope of the Work of the Contract and other parts, Sections and Appendices thereto.

1.2 "Contractor" shall perform "Contract Works" in a thorough, efficient and workmanlike manner with due diligence and care according to sound engineering principles, safe petroleum industry practices applicable to the conditions encountered, applicable codes and standards and all Appendices hereto.

1.3 "Contractor" agrees to perform, conform to and abide by all instructions, directions and decisions issued to "Contractor" by the "Main Client"/"Company"/"Client", when "Contractor" has been so directed to perform, conform to and abide by similar instructions, directions and decisions issued by "Company" or its representative to "Contractor".

1.4 Provision of Services as per Scope of Works and all other types of related Services and provisions of all materials, Equipment, manpower, Services required for carrying out of the Work/Services with approval of the "Company" and its representative shall be regarded as "Contractor's" Contractual obligation.

ARTICLE 2. CONTRACT PRICE & PAYMENT CONDITION

2.1. Contract Price

2.1.1 The estimated Gross Contract price isRLS (.....) payable by "Company" to "Contractor" as per terms of payment Article 2 herein under the Contract. The invoices shall be issued on the basis of actual performed Works/Services pro rata for each set. The total contract price as mentioned in present Article is divided into two parts as follows:

Note 1: The Contract Price is subject to the progress of Works/Services and the Schedule of Rates attached herein. Therefore, in case the above-mentioned Contract Price increased or decreased, due to Work/Services actually performed by progress, the calculation of final Contract Price shall be done on the basis of actual performed Works & Services.

Note 2: All fees, rates, and remunerations payable under this Contract to "Contractor" by "Company" are inclusive, without limitation, of all "Contractor's" taxes (excluding VAT), charges, duties, levies, fees including fees for royalties, licenses, premium, including insurance and S.S.O premium, costs and expenses for obtaining visas, Work and resident permits for "Contractor's" personnel, all of which are to be paid and satisfied by "Contractor", without any right of recourse to "Company".

Note3: All costs and expenses for dispatching the Equipment & Vessels and machinery, preparation of Base/Workshop and also the movement, travel accommodation (boarding and lodging) of the "Contractor's" Personnel from their point of origin up to The Rig Site, shall be arranged and paid directly by "Contractor". "Contractor" shall be responsible for and shall pay any and all such costs and expenses related to/associated with its personnel working, staying, and living in Tehran or any other places and Working in its office(s) and Workshop(s). Such costs shall include also, without limitation to, movements to and from office(s) and Workshop(s). All applicable rates as per schedule of rate shall be calculated upon starting the works & services from Rig Location (Site) and continue until finishing the requested

قرائت شد و مورد قبول واقع شد

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service. Zero rate shall be applied during the moving period and no payment shall be done as moving rate, if moving operation is done by "Company".

Note 4: Any and all the Contract prices, rates and/or remunerations shall remain unchanged for the entire duration of the Contract.

2.2 Invoicing and Payment

2.2.1 After each job/month and obtaining WPA or Service ticket, "Contractor" shall invoice, in quadruplicate (one copy marked ORIGINAL), all amounts that become due to "Contractor" by "Company" for the Services performed.

2.2.2 All invoices shall be supported by documents duly approved by "Company" and "main Client" Representatives.

2.2.3 All Invoices will be paid in in **IR.Rials**

2.2.4 If "Company" disputes an item invoiced, "Company" shall return this invoice to "Contractor" Specifying in writing the reasons for its rejection. "Contractor" may then either send back a revised invoice corrected to the satisfaction of "Company", or send back an invoice covering the non-disputed part. The invoice for the disputed part may be sent as the case may be after the settlement of the issue.

2.2.5 Payment of "Contractor's" invoices shall be made by bank transfer to the Internal Iranian Bank address and account number mentioned on "Contractor's" invoices.

2.2.6 Payment of undisputed invoices under this Contract for the provision of Works and Services by "Contractor" shall be effected, upon receipt of the corresponding payments of "Main Client", indicating separately each segment of the Contract Price as detailed in Schedule of Rates (Section III). "Contractor's" invoice shall be prepared for the Works and Services performed during the previous month based on the progress report(s) and time/log sheets signed by "Company" Representative(s) and officials.

2.2.7 "Company" shall not be required to pay any invoice received more than two (2) months after the end of the monthly Operational Period or Termination of the Contract, whichever occurs first.

2.2.8 The payment of invoices shall not prejudice the right of "Company" to contest, in writing, any irregular charge paid. Any claims, thus made and accepted as valid, shall become the object of an excess reimbursement by "Contractor".

2.2.9 "Company" disapproval or non-approval of "CONTRACTOR'S" submitted invoices and delay in making payment of invoices shall not relieve "CONTRACTOR" from its obligations with regards to continuation of WORK and "CONTRACTOR" shall continue with execution of the WORK.

ARTICLE 3. ADVANCE PAYMENT (Not Applicable in this Contract)

~~Against submission of an unconditional and irrevocable Advance Payment Guarantee to "COMPANY", in the format and substance as mentioned in Article 22.4 Of the General Condition of Contract and Section IX - Advance Payment Guarantee form, "CONTRACTOR" shall be entitled to submit an invoice for an advance payment equal to percent (.....%) of the CONTRACT PRICE.~~

ARTICLE 4. DEDUCTIONS

4.1 In accordance with the laws and regulations of Islamic Republic of Iran, deductions as mentioned in the present Article shall be applied.

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4.2 "Company" shall deduct and retain five (5) percent from all gross amounts payable under the Contract. "Company" shall also keep, with such retained amounts, the last invoice of "Contractor", as security for total and final settlement of S.S.O Premiums with S.S.O. The retained money and the last invoice that shall not be less than ten (10%) of the Contract estimated amount shall be kept by "Company" until the time that a declaration/certificate from S.S.O is received declaring that "Contractor" has finally settled all its dues with respect to its S.S.O liabilities. Upon expiry or earlier termination of the Contract, "Contractor" shall submit to "Company" (i) an invoice for the total amount of the said retentions, (ii) a certificate from Social Security Organization to the effect that "Contractor" has paid its entire S.S.O premium or that "Contractor" is exempt from payment thereof. On receipt of (i) and (ii), "Company" shall return the said retentions to "Contractor".

ARTICLE 5. PERFORMANCE GUARANTEE

5.1 Before signing the Contract, "Contractor" shall provide "Company" in the form approved by "Company", with an irrevocable Bank Guarantee payable on first demand of "Company" to guarantee the performance by "Contractor" of his obligations under this Contract.

5.2 The Bank Guarantee shall be issued by a reputable well-known Iranian bank nominated by "Contractor" and formally approved by "Company".

5.3 "Contractor" hereby agrees that the Bank Guarantee shall remain valid and undertakes to extend the validity hereof until the Completion Date and when the declaration/certificate from S.S.O is received declaring that "Contractor" has finally settled all its dues with respect to its S.S.O liabilities, plus 90 days. Also good performance retention as mentioned in Article 5.7, shall be released concurrent by release of Performance Guarantee.

5.4 Should at any time and for any reason such Bank Guarantee was not provided by "Contractor", expire or prove not to be enforceable, "Company" shall be entitled to suspend any and all payments to "Contractor" until "Contractor" has provided "Company" with a new and satisfactory Bank Guarantee.

5.5 The Bank Guarantee shall be established in the same currency as Contract rates and fees (Rials) and its amount equivalent to **five (5) percent** of the estimated Contract value (Services+ Materials).

5.6 Failure or default by "Contractor" to provide such satisfactory Bank Guarantee or any other types of guarantee acceptable by "Company" within thirty (30) days from Effective Date shall give automatically to "Company" the right, without prejudice to any other rights or remedies available under this Contract or at law and without prior notification, to cancel immediately this Contract without any liability whatsoever and without indemnity to "Contractor". Notwithstanding any adverse provision, "Company" shall not be obliged to make any payment to "Contractor" until "Contractor" has provided "Company" with a satisfactory Bank Guarantee.

5.7. Company" shall deduct and retain **ten (10) percent** from all amounts of each invoices payable under this Contract as good performance retention.

ARTICLE 6. EFFECTIVE/COMMENCEMENT DATE AND THE PERIOD OF THE CONTRACT

6.1 Effective Date

The Contract shall become effective on the date it is signed by the Parties hereto, subject to the terms and conditions herein contained and shall remain in force, up to the Completion Date of the Contract.

6.2 Commencement Date

The Commencement Date that shall be the date when:

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- The commencement letter for the Contract has been issued by "Company" representative, and
- Performance Bank Guarantee or any other types of performance guarantee acceptable by "Company", is produced and submitted to "Company" by "Contractor".

6.3 Performance Period

The initial Operational Period shall be the period necessary to perform the Services for an estimated duration of 365 DAYS from the Commencement Date.

6.4 Right to Extend

"Company" shall have the right to extend the performance period with the same rates and conditions of the present contract for **90 DAYS**. In case, "Company" shall issue the notice of Extension of contract period and "Contractor" has no right to complain about it in any excuse.

However, "Contractor" accepts that the initial Operational Period or any extension granted shall always be extended to complete the operations to be carried out on the well in progress at the end of the corresponding period.

ARTICLE 7. WORKING CONDITIONS

7.1 "COMPANY" INSTRUCTIONS

"CONTRACTOR" shall comply with all instructions of "Company" consistent with the provisions of CONTRACT which shall from time to time be given by "Company". Such instructions will be confirmed in writing by "Company" and shall include instructions as to drilling methods or stopping of operation in progress in special operational, "CONTRACTOR" shall obey "COMPANY" REPRESENTATIVE verbal instructions and then writing instructions shall be issued.

7.2 ADVERSE WEATHER

In the event of impending adverse weather or any other unfavorable conditions, "Company" shall decide whether to institute precautionary measures in order to safeguard the personnel, well equipment and the Drilling Unit to the fullest possible extent.

ARTICLE 8. UNSATISFACTORY PERFORMANCE

8.1 "COMPANY"'S RIGHTS

If "CONTRACTOR" has, in the opinion of "COMPANY", failed to conduct its operations hereunder in a diligent, skillful and workmanlike manner as a result of causes within the control of "CONTRACTOR", "COMPANY" shall give "CONTRACTOR" written notice or written drilling daily report in which "COMPANY" shall specify in detail the causes of its dissatisfaction. Should "CONTRACTOR" fail or refuse to remedy, or commence to remedy the matter complained of within 24 hours after the written notice is received by it, "COMPANY" shall have the right, at its sole discretion to:

1. Confiscate "CONTRACTOR"'S good performance guarantee (totally or partially) and exert other penalties set out in Contract Documents and apply Zero rate in compensations for non- conformity period;
2. Direct "CONTRACTOR" to cease operations, and/or
3. Take over the exclusive operation of "CONTRACTOR"'S EQUIPMENT and Personnel for the purpose of completing the drilling of the well then in progress with applying Zero Rate.

ARTICLE 9. ACCOMMODATIONS AND MESSING

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"Company" shall provide food and accommodation for "Contractor's" Personnel (up to 2 personnel) on the Worksite, but not at "Company's" base. "Contractor" shall provide food and accommodation for "Contractor's" Personnel at "Contractor's" base. Food and accommodation supplied by "Company" at "Company's" base to "Contractor's" Personnel or Food and accommodation for "Contractor's" personnel more than 2 people will be at "Contractor's" expense.

ARTICLE 10. "CONTRACTOR" WARRANTIES

10.1 Possess the skilled personnel and equipment necessary for performing or carrying out the Work or other work necessary ancillary thereto.

10.2 Supply of all materials, Spare Parts and equipment are required for the Work and services listed in the SECTION V – SCOPE OF WORK to this CONTRACT.

10.3 Take total responsibility for carrying out the Services & Maintenance in such a way that there shall not be any delays or waiting time due to lack of materials, Spare parts, equipment or those services provided by "CONTRACTOR" during the performance of the WORK.

ARTICLE 11. DEFAULT OF THE "CONTRACTOR"/ LIQUIDATED DAMAGES

11.1 "CONTRACTOR" shall be in default of the CONTRACT upon the occurrence of any or all or combination of the following:

- a. Non-delivery of Goods or Equipment within the delivery lead time or on the Delivery Date specified in the "Company's" order;
- b. Refusal or the inability or other failure of the "CONTRACTOR" to, where applicable, performs any part of the CONTRACT in a safe, efficient, workmanlike, skillful and careful manner or with the required promptness or diligence;
- c. Deficiency in "CONTRACTOR" Personnel or goods and equipment;
- d. Refusal or the inability or other failure of the "CONTRACTOR" to provide or comply with any one of the requirements of the CONTRACT.

11.2 The "CONTRACTOR" shall be deemed to be in default of the CONTRACT if the "CONTRACTOR" becoming bankrupt or making a composition arrangement with its creditors or having a winding-up order made or (except for the purposes of amalgamation or reconstruction) a resolution for voluntary winding-up passed or having a provisional liquidator, Special Administrator, Receiver or Manager of its business or undertaking appointed, or having possession taken by or on behalf of the holders of any debenture, whether secured by a Floating Charge or otherwise.

11.3. LIQUIDATED DAMAGES

Without prejudice to any other right(s) "Company" may have under the contract or at law, should "Contractor" have not mobilized his personnel and equipment after date instructed by "Company", or the full personnel or equipment of "Contractor" are not available due to any reason, "Contractor" shall pay "Company" liquidated damage of 1.5% of the total contract price per calendar day with maximum of 15% total contract price for such failure from this later date until the Commencement Date and/or,

Should equipment and/or "Contractor's" personnel be found in non-conformity with contract provision or "Company" confirmation or occurrence of any default as specified above, Zero rates shall be applied for either "Contractor's" personnel or Equipment, and "Contractor" shall pay "Company" liquidated damage of 1.5% of the contract price per

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day for such failure until equipment and/or "Contractor's" personnel are declared in conformity by "Company" representative with maximum of 15% total contract price, and/or,

If "CONTRACTOR" delays in providing its Services for reasons of malfunction of the Equipment, lack of spares, unavailability of Personnel/Equipment which are attributable to "CONTRACTOR"'s default and causes delay in the Project, zero rates shall be applied and "CONTRACTOR" will be subjected to the liquidated damages at the rate of 1.5 % of the total value of the Contract prorated per day, up to a maximum of 15% of total contract price.

ARTICLE 12. INCREASE OF CONTRACT DURATION/ VARIATION ORDERS

12.1 If CONTRACT term is completed but drilling of well is performing, then it is necessary that "CONTRACTOR" continue to work up to completion of the services. Meanwhile in such case all relevant equipment & services shall not be released and all specified obligations herein without change in prices shall remain valid and in full force.

12.2 Notwithstanding any clauses or conditions in the whole contract documents with respect to change order and extension of the Contract duration. In case, the total amount of contract price and duration of the contract shall increase proportionally.

ARTICLE 13. FURNISHING OF FUEL

No payment shall be done by company regarding fuel in this contract.

ARTICLE 14. LIABILITIES FOR PERSONAL INJURIES OR PROPERTY DAMAGE

14.1 "CONTRACTOR" shall protect, indemnify and hold "COMPANY" and "Main Client" harmless from and against all claims, losses, expenses, demands and causes of action of every kind and character arising in connection with "CONTRACTOR" Personnel on account of bodily injury, illness, death, or damage to or loss of personal property, including where "COMPANY" acts in good faith during medical assistance, treatment or transportation, unless caused by "COMPANY's" Gross Negligence.

14.2 "COMPANY" agrees to indemnify, defend and hold "CONTRACTOR" harmless from and against all expenses, losses, claims, demands and causes of action of every kind and character, arising in connection with "COMPANY" Personnel and Personnel of "COMPANY's" SUBCONTRACTOR'S, on account of bodily injury, illness, death, or damage to or loss of personal property unless caused by "CONTRACTOR's" Negligence.

14.3 Unless otherwise provided in this CONTRACT, "CONTRACTOR" and "COMPANY" shall each be liable for their negligent acts or omissions causing any loss or damage to Third Parties and Items or Personnel of Third Parties; and shall indemnify, defend and hold each other harmless in this regard. "Third Party" shall in this Article not include "CONTRACTOR" Personnel or "COMPANY" Personnel or Personnel of SUBCONTRACTORS of either "CONTRACTOR" or "COMPANY".

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GENERAL CONDITIONS OF CONTRACT

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ARTICLE 1. DEFINITIONS

The following terms, shall have the following meanings in this Contract:

"Area of Operations" means, all oil and gas projects of the company in Iran (Khuzestan and Ilam provinces)

"Change Order" means a written communication as provided in Article 12.

"Claim(s)" shall, unless specifically provided otherwise, mean all claims, damages (excluding punitive or exemplary damages), liabilities, losses, demands, liens, encumbrances, causes of action of any kind ,obligations, costs, judgments, interest, and awards (including, without limitation, legal counsel fees and costs of litigation if awarded as part of the judgment in favor of the Person asserting the Claim), whether created by law, contract, tort, voluntary settlement, or otherwise, arising out of, related to, or in any way connected with this Contract or the performance of the Work.

"Company" means Oil Exploration Operation Company.

"Company" Group" means "Company", "Company's" contractors and their subcontractors (other than "Contractor" and "Contractor's" subcontractors), "Company's" Affiliates, Joint Interest Owners and "Company's" Invitees, and the shareholders, officers, directors, employees, agents, consultants, servants and insurers of all of the foregoing.

"Company Representative" means the individual (and any alternate individuals) appointed by "Company" to act on "Company's" behalf in all matters relating to the conduct of the Work, except for modifying any provision of this Contract.

"Confidential Information" means all information and data obtained by "Contractor" Group under this Contract from "Company" Group, in the performance of or derived from the Work, or under this Contract, which information is the property of or obtained on behalf of any member of "Company" Group or Host Government or is owned by a Third Party which any member of "Company" Group has agreed to hold confidential.

"Consumables" means all products and materials, including, without limitation, service related materials, drilling fluids, drill-in fluids, and completion fluids and the additives of each, which are ordinarily consumed in the course of the Work or ordinarily cannot be reused, except perhaps following reconditioning.

"Contract" means this contract and all attached Schedules.

"Contractor" means the Person(s) whose name appears in the blanks following the word "Contractor" on the first page of this Contract.

"Contractor" Group" means "Contractor", "Contractor's" subcontractors, "Contractor's" Affiliates, Participants, and "Contractor's" Invitees, and the shareholders, officers, directors, employees, agents, consultants, servants and insurers of all of the foregoing.

"Contractor Representative" means the individual (and any alternate individuals) appointed by "Contractor" to act on "Contractor's" behalf in all matters relating to the conduct of the Work, except for modifying any provision of this Contract.

"Effective Date" shall be the date described after Article 6.1 of the Particular Condition of Contract.

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"Force Majeure" means any event or circumstance beyond the reasonable control of a Party which prevents or impedes the due performance of this Contract, and which by the exercise of reasonable diligence, such Party is unable to prevent, including, act of war, act of terrorism, riot, act of God, flood, earthquake, lightning or other natural physical disaster, explosion, fire, or expropriation. the enactment or amendment after the effective date of any statute, order, by-law or other rule or regulation having the force of law in the Area of Operations hereunder or promulgated by a government body claiming to have jurisdiction over a Party, and national or regional strikes or similar labor disputes (official or not). The mere shortage of labor or equipment or Economic Sanctions shall not constitute Force Majeure in this Contract.

"Good and Workmanlike Manner" means services performed in a manner deemed proficient by those with the special knowledge, training, and experience concerning such services.

"Gross Negligence" means such an entire lack of care as to indicate a conscious indifference and reckless disregard for the safety of people and property and includes willful misconduct.

"HSE" means health, safety and environment.

"Key Personnel" means the personnel referenced in Article 8.3.2 and identified or listed by name or category after signing the Contract.

"Negligence" means any sole or concurrent negligent act or omission, fault (including, without limitation, pre-existing conditions), strict liability, breach of duty or warranty (statutory, norms or otherwise), product liability, defect (whether patent, latent, or pre-existing) of any property, equipment, or materials, un seaworthiness, and un airworthiness unless specifically otherwise stated, and shall include passive as well as active Negligence. The term "Negligence" does not include "Gross Negligence."

"Notice" means a communication delivered in accordance with Article 17.

"Regardless of Cause" means without regard to Negligence, in whole or in part, of the Party or other Person seeking indemnity or of any other Person. Where expressly stated, Regardless of Cause also means without regard to Gross Negligence, in whole or in part, of the Party or other Person seeking indemnity or of any other Person.

"Re-Perform," "Re-Performed," or "Re-Performance" means re-perform and, where applicable, also means corrective services that are within the scope of services typically provided by "Contractor" necessary to correct the non-conforming services provided by "Contractor".

"Shall be liable for and indemnify" means the indemnifying Party shall be solely responsible for and assume all liability for and defend, release and indemnify and hold harmless the indemnified Party or other Person.

"Subcontractors" means subcontractors of any term.

"Taxes" means any and all taxes imposed by any taxing authority including, without limitation, withholding taxes, income tax on nationals of the Country of Operations and on foreigners and taxes relevant to employment of such persons, all corporate taxes, imports, duties, levies, stamp duties, charges and other assessments and payments in the nature of taxes, wherever payable, excluding VAT.

"Third Party" means any Person other than any member of "Contractor" Group or "Company" Group.

"VAT" means Value Added Tax.

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"Work" means that which is, identified, described, or requested in Contract, including, without limitation, the entirety of the operations conducted by "Contractor" Group under, arising out of, relating to, or in any way connected with this Contract, and all services to be rendered and any equipment to be provided by "Contractor" Group under this Contract.

"Work Site" means the area where Work is intended to be performed, such as the drilling location, including, without limitation, the drilling rig, drilling vessel or platform (if any) and the immediate area adjacent thereto that is utilized for the Work.

ARTICLE 2. INTERPRETATION

Contractor" shall perform the Work as described in this Contract and the attached Schedules.

The Work shall include all activities that are set forth in this Contract and all activities that are reasonably inferable from the express description of the Work.

ARTICLE 3. TERM

Performance of Work under this Contract shall begin on the date of written notice of "Company" and shall continue thereafter for a term of specified in Particular Condition of Contract, unless the Work is completed prior thereto or this Contract is terminated as provided in this Contract.

In addition, "Company" shall have an option to extend the term of this Contract for an additional period in the manner specified in Particular Condition of the Contract.

ARTICLE 4. DEFAULT

4.1 Actions of Default

If any of the following events occur, "Contractor" shall be in default:

4.1.1 "Contractor" becomes insolvent or receivership (for financial or other reasons), insolvency, or bankruptcy proceedings are commenced by or against "Contractor";

4.1.2 "Contractor" assigns or transfers any right or interest in this Contract other than as authorized under this Contract;

4.1.3 "Contractor" fails to complete the Work in accordance with the requirements provided in this Contract; or

4.1.4 "Contractor" breaches any provision of this Contract which directly and adversely affects the Work or the performance of either Party's obligations under this Contract.

4.2 "Company's" Right to Terminate for Default by "Contractor"

If "Contractor" is in default and "Company" gives Notice to "Contractor" of "Contractor's" act or omission constituting a ground for default under Article 4.1 or any other related Article in this Contract, "Company" shall have the following rights and "Contractor" shall have the following obligations:

4.2.1 "Contractor" shall take all commercially reasonable measures, if any are available, to begin to rectify the default as promptly as reasonably possible under the circumstances, (which shall not exceed a period of 24 hours from the date "Contractor" is given Notice thereof by "Company").

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4.2.2 If "Contractor" is unable to rectify the default, does not begin to rectify the default within the time period specified in Article 4.2.1, or fails to rectify the default as promptly as reasonably possible thereafter, "Company" may terminate this Contract by giving Notice to "Contractor".

4.3 "Company's" Remedies for Default by "Contractor" That Result in Termination

4.3.1 If "Company" terminates this Contract pursuant to Article 4.2.2, "Company" shall have the right to finish the Work, with or without the assistance of third parties, without incurring liability to "Contractor". "Contractor", shall pay "Company" for all actual direct costs reasonably necessitated by the default or termination that would not otherwise have been incurred, including, without limitation, as applicable, any additional mobilizing or demobilizing costs incurred by other contractors and their subcontractors, and excess costs incurred in obtaining performance of the remaining Work by other contractors and their subcontractors or by "Company" plus to 15% of all incurred costs. In the event of Termination of the Services attributable to "Contractor" under the provisions of present Article, "Company" shall have the right, at its sole option, to perform (or to have performed) any and all outstanding Services by whatever method it deems expedient, including the hiring of any other contractors and take-over of "Contractor's" property, it being understood that Equipment, if required, will continue to be operated by "Contractor's" Personnel under "Company's" direction. In such case, "Contractor" shall bear "Company's" documented additional costs and expenses (including the additional managerial and administrative expenses and the costs resulting from hiring any other contractors.

4.4 The remedies provided under Article 4.2 and Article 4.3 shall be "Company's" only remedies for "Contractor's" default and might be deducted from "Contractor's" due Payments or Performance Guarantees by sole opinion of the "Company".

ARTICLE 5. TERMINATION

Termination for Convenience

"Company" may terminate this Contract for convenience by giving "Contractor" ten (10) days' Notice, in which case "Company" shall reimburse "Contractor" for performance of the Work through the date of termination.

5.1 Termination for Default, Force Majeure.

Termination for default and Non-Compliance is governed by Article 4 and termination for Force Majeure is governed by Article 18.2.

ARTICLE 6. SUSPENSION

Suspension by "Company"

"Company" may suspend all or any part of the Work for "Contractor's" default under Article 4 or for convenience by giving Notice to "Contractor", which states the ground for suspension and, if for default, the specific nature of the default.

Upon any such suspension, "Contractor" shall cease such Work on the date specified in such Notice. Such suspension shall end when "Company", by Notice to "Contractor", requires "Contractor" to resume the suspended Work or when "Company" or "Contractor" terminates this Contract in accordance with Article 4 or Article 5, as applicable. In

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the event of Suspension of the Services attributable to "Contractor" under the provisions of present Article, "Company" shall have the right, at its sole option, to perform (or to have performed) any and all outstanding Services by whatever method it deems expedient, including the hiring of any other "Contractors" and take-over of "Contractor's" property, it being understood that Equipment, if required, will continue to be operated by "Contractor's" Personnel under "Company's" direction. In such case, "Contractor" shall bear "Company's" documented additional costs and expenses (including the additional managerial and administrative expenses and the costs resulting from hiring any other contractors.

Payment of Costs

If "Contractor" is not in default during the suspension period, "Company" shall pay "Contractor":

The standby rates specified in Schedule of rates and Prices (if specified).

This Article does not apply to any suspension for Force Majeure.

If the suspension occurs due to default of the "Contractor", "Company" shall not pay any rates to "Contractor" for such suspension.

ARTICLE 7. WARRANTIES

"Contractor" Warranties

Qualifications and Performance. "Contractor" warrants that it is qualified to and shall perform the Work.

Service Warranty

Warranty. The service warranty applies to all services performed by "Contractor" as part of the Work. "Contractor" warrants that it shall perform all such services in a Good and Workmanlike Manner. "Contractor's" warranty shall not apply to the extent "Contractor" has reasonably relied on inaccurate or incomplete information supplied by or on behalf of "Company".

Duration. The service warranty period shall be during Service operation period, except for Services which Equipment/Products fails during their warranty period under the Article 7.1.3 of the General Conditions of the Contract. In case products/Equipment fails during their warranty period, such warranty period shall be considered as Service Warranty period. Warranty services shall be warranted as a new service with a new warranty period for that service only.

Remedies. In the event that "Contractor" fails to perform a service as warranted under Article 0, "Company" shall not later than 30 days after expiration of the service warranty period, advise "Contractor" of such failure (1) in writing, verbally, by facsimile, or by e-mail, or (2) by Notice. "Contractor", at "Company's" option, shall Re-Perform the non-conforming services to the reasonable satisfaction of "Company" or, refund or credit "Company", as applicable, that portion of the compensation that is attributable to the non-conforming service and any other costs resulting therefrom. If "Company" elects to have "Contractor" Re-Perform a non-conforming service, "Contractor" shall promptly commence Re-Performance upon request by "Company" (unless remobilization is required, in which case promptly upon remobilization). If marine or air transportation is required for "Contractor's" equipment, materials or personnel to return to the Work Site "Contractor" shall bear the expense of such transportation. If "Contractor" fails to complete such Re-Performance to the reasonable satisfaction of "Company" within 3 days,

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"Company" shall have the right to complete or correct the non-conforming services by itself or through another Person, and "Contractor" shall be responsible for all reasonable costs incurred by "Company" in the completion or correction of the non-conforming services. If marine or air transportation is required for such other equipment, materials or personnel to mobilize to the Work Site, "Contractor" shall bear the expense of such transportation.

Product Warranty

Warranty. Except for Consumables covered by Article 7.1.3.5 and rental items covered by Article 7.1.3.6

"Contractor" warrants that all products, equipment, and material, including, without limitation, service-related materials (collectively items) shall conform to the published specifications; be new (or like new if allowed by "Company" in writing), shall be free from defects in workmanship and materials, and shall meet the technical specifications for such items required by applicable laws, regulations, codes and standards.

Duration. The product warranty period shall be 6 months from date of installation.

Remedies. In the event that "Contractor" fails to conform to the product warranty, "Company" shall not later than 30 days after expiration of the product warranty period, advise "Contractor" of such failure (1) in writing, verbally, by facsimile, or by e-mail, or (2) by Notice. "Contractor", at "Company's" option, shall replace or repair the non-conforming item to "Company's" reasonable satisfaction or, refund or credit to "Company", as applicable, that portion of the compensation that is attributable to the non-conforming item and any other costs resulting therefrom.

Time to Repair or Replace. "Contractor" shall commence corrective action to repair or replace the non-conforming item as promptly as reasonably possible upon discovering that the item is defective or after receipt of a Notice from "Company" that the item is defective, whichever first occurs. If "Contractor" fails to repair or replace the non-conforming item within a reasonable time period, "Company" shall have the right to have the non-conforming item repaired or replaced by itself or by another Person, and "Contractor" shall be responsible for all costs incurred by "Company" in the repair or replacement of the non-conforming item.

Consumable Products and Materials Warranty. "Contractor" warrants that all Consumables shall meet the agreed specifications when delivered and for their normal shelf life. For shelf life, "Contractor" warrants that the represented quantity, composition, and effectiveness of the Consumables shall not be materially lessened during storage that complies with the manufacturer's or supplier's recommended storage conditions and storage period. The warranty period shall expire when the Consumables are consumed or the shelf life expires, whichever first occurs. For avoidance of doubt, a Consumable must meet the specifications on the date of use and on the last day of its shelf life.

In the event that any Consumables fail to conform to this Consumables warranty, "Company" shall not later than 30 days after expiration of the applicable Consumables warranty period, advise "Contractor" of such failure (1) in writing, verbally, by facsimile, or by e-mail, or (2) by Notice. "Contractor", at "Company's" option, shall replace the non-conforming Consumable to "Company's" reasonable satisfaction or, refund or credit to "Company", as applicable, that portion of the compensation that is attributable to the non-conforming Consumable and any other costs resulting therefrom.

Rental Items Warranty. "Contractor" warrants that all items rented to "Company" under this Contract shall meet specifications as set forth in "Company's" orders. Rental equipment shall be in good working condition throughout the rental period (ordinary wear and tear or misuse by "Company" or "Company's" other "Contractor"(s) accepted),

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and, where ordered by "Company", shall include operating manuals, supplies, and spare parts. Rental equipment shall be returned by "Company" in the same condition as when received, ordinary wear and tear accepted. Rental items which are Consumables, including, without limitation, drilling fluids, shall be returned in the same quantity and quality as when delivered or be subjected to a reconditioning fee and a charge for the quantity of the Consumable used as set out in the present Contract.

In the event that a rental item fails to conform to this rental items warranty, "Company" shall advise "Contractor" of such failure (1) in writing, verbally, by facsimile, or by e-mail, or (2) by Notice. "Contractor", at "Company's" option, shall replace or repair the non-conforming rental item to "Company's" reasonable satisfaction or, refund or credit to "Company", as applicable, that portion of any compensation paid by "Company" from the date "Company" first advised "Contractor" of the non-conformity and attributable to the non-conforming rental item that could not be adequately operated due to its non-conformity and any other costs resulting therefrom. If "Company" fails to return a rental item in same condition as when received, ordinary wear and tear excepted, or fails to return a Consumable rental item in the same quantity and quality as when received, "Contractor" shall promptly notify "Company" in the same manner provided for notifications to "Contractor" of such failure. "Company", at "Company's" option, shall replace or repair such rental item to "Contractor's" reasonable satisfaction, except that in the case of a Consumable rental item, "Company" shall pay "Contractor" a reasonable reconditioning fee.

Assignable Warranties. In addition to "Contractor's" warranties, "Contractor" shall obtain from "Contractor's" subcontractors and, to the extent reasonably possible, from "Contractor's" vendors and suppliers, assignable warranties that are no less favorable than this Contract's warranties on services, products, Consumables, and rental items, as applicable. If obtained, "Contractor" shall assign such warranties to "Company". If no formal assignment is made, such warranties shall be deemed assigned after "Contractor" has completed the Work.

ARTICLE 8. "CONTRACTOR"'S RIGHTS AND RESPONSIBILITIES

Status

Independent "Contractor". "Contractor" shall act as an independent "Contractor" and not as an agent of "Company". Persons engaged by "Contractor" for the conduct of the Work and for all matters incident thereto, shall be employees or independent subcontractors of "Contractor". Neither "Company" nor "Contractor" shall have direction or control of the employees of the other Party in the conduct of the Work. "Contractor", as an independent "Contractor", shall have complete control over the manner and performance of its operations, "Company" being interested only in the results to be obtained from the Work.

Instruction and Direction. Subject to the other provisions of this Contract, "Company" may instruct and direct "Contractor", from time to time, as to the results to be obtained from the Work.

"Contractor" to Act in Own Name. All responsibilities undertaken by "Contractor" in connection with the Work, including, without limitation, those concerning "Contractor's" personnel, shall be undertaken in the name of "Contractor" and not in the name of "Company".

General Responsibilities

Work Performance.

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"Contractor" has acquainted itself with the nature and scope of the Work required by this Contract and with matters which may affect the Work, including, without limitation:

The geographic, climatic, weather and cultural conditions prevailing in the Area of Operations;

Third-party services, labor, facilities and ports available; and

Government rules, regulations, orders, ordinances, codes, policies and laws.

Failure by "Contractor" to familiarize itself with any such matter shall not relieve "Contractor" in whole or in part from its obligations under this Contract.

"Contractor" shall perform the Work as rapidly as existing conditions permit, in a Good and Workmanlike Manner, strictly in accordance with the technical specifications and terms and conditions contained in this Contract, without interruption, except in the event of Force Majeure or as may be authorized or required by "Company".

Handling. "Contractor" shall exercise the same degree of care in handling and using "Company's" equipment as "Contractor" would its own equipment. "Contractor" shall visually inspect all equipment provided by "Company" when delivered into "Contractor's" possession in the Area of Operations.

Reports. "Contractor" shall prepare technical and production reports on a timely, regular basis. "Contractor" shall deliver such reports to "Company" Representative either by fax, e-mail or by other dependable and mutually agreed means. Reporting formats and procedures, as well as the required frequency of each report are provided in Scope of the work or "Contractor's" and if not, shall be provided by "Company" in written during the performance of the work.

Defects. If "Contractor" becomes aware of defects or deficiencies in equipment supplied by "Company", becomes aware of discrepancies between information provided by "Company" in the Schedules and actual on-site conditions, or becomes aware of errors or omissions in the specifications in the Schedules, "Contractor" shall advise "Company".

Equipment Return. On completion of the Work, "Contractor" shall return to "Company" any equipment received by "Contractor" from "Company" or purchased by "Contractor" for "Company's" account and not consumed in the performance of the Work. "Contractor" shall return such equipment in the same condition as originally delivered to "Contractor", ordinary wear and tear excepted.

Personnel Responsibilities

Personnel. "Contractor" shall maintain at all times the minimum personnel necessary to perform the Work or as otherwise specified in the present Contract.

Fitness and Qualification of Personnel. The personnel assigned by "Contractor" to conduct the Work or any part thereof, shall be mentally and physically fit, trained, competent, skilled and experienced in the conduct of the tasks for which they are intended. "Contractor's" Key Personnel shall be able to read, write and speak the English language fluently. If requested by "Company" prior to the commencement of Work, "Contractor" shall provide to "Company" curriculum vitae for all of "Contractor's" Key Personnel to be assigned to the Work. "Company" shall have a reasonable time, after receipt of such material, to make a reasonable request that any of such personnel not be assigned to the Work, in which event "Contractor" shall provide suitable substitute personnel. "Contractor" shall not remove any of its Key Personnel, without the prior approval of "Company".

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Discipline and Replacement of Personnel. "Contractor" shall maintain strict discipline and good order among its personnel, and those of "Contractor's" subcontractors, during the performance of the Work. In the event of willful or reckless misconduct, negligence, gross negligence, evident professional incompetence, or non-compliance with (1) applicable laws or customs of the Government or (2) with applicable HS&E regulations by any personnel directly or indirectly employed by "Contractor" for the conduct of the Work, and, if these events have or are reasonably likely to have a materially adverse effect on the performance of the Work, "Contractor" shall promptly replace at its expense, whether or not requested by "Company", any culpable personnel with a competent substitute(s) within 24 hours or such longer time as may be agreed by "Company". This provision shall also apply whenever the behavior of any personnel is likely to jeopardize the relationship between "Company" and Host Government. Any such personnel shall be immediately removed from the Area of Operations at the expense of "Contractor". Any personnel removed for any of these reasons shall not be engaged again in the Work or on other work done for "Company" without the prior approval of "Company".

"Contractor" shall remove any of its personnel, if requested by "Company" without cause, at the sole cost of "Company".

Medical Care. "Contractor" shall be responsible, at its expense, for all medical and hospital expenses of "Contractor's" personnel.

Visas and Work Permits. Unless otherwise specified in this Contract, "Contractor" shall at its expense obtain and provide at its expense all visas, working permits, exit and re-entry permits and all other Host Government authorizations or documentation required in connection with the entry, presence, employment or exit of "Contractor's" personnel from the Area of Operations.

Rotation. "Contractor" shall be responsible, at its expense, to provide and schedule for the normal rotation of all of its personnel for rest and leave purposes, including, without limitation, transportation. "Contractor" shall ensure that it has available sufficient other personnel, who are suitably experienced and competent, to replace such personnel when at rest or on leave. Before commencing the Work, "Contractor" shall provide "Company" with "Contractor's" rotational leave schedule.

Wages, Salaries, Taxes and Benefits. "Contractor" shall be responsible for and promptly pay salaries and wages and other benefits due "Contractor's" personnel, including, without limitation, overtime, allowances, social benefits, Taxes, relocation expenses, indemnities, compensations and fringe benefits of whatever nature and shall ensure that such payments and benefits comply with applicable law.

Personnel/Equipment Transport. Upon receipt of Notice by "Company" that "Contractor's" personnel are required for duty in connection with the Work, "Contractor" shall promptly provide such personnel to "Company" at "Company's" base of operations. All costs related to transportation of the "Contractor's" personnel shall be borne by "Contractor". "CONTRACTOR" shall provide transportation for "CONTRACTOR's" Equipment and Material, to/from Operating Base and/or moving between wells at its own cost. Zero rate shall be applied during the moving period.

Expenses. Unless otherwise specified in the present contract, "Contractor" shall arrange and be responsible for expenses incurred in transporting "Contractor's" personnel between their points of origin and "Company's" base of operations.

Compliance with Labour and Social Security Laws and Regulations. "Contractor" shall be in compliance with all applicable laws and regulations concerning social security benefits. In the event that "Company" identifies, in its

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reasonable judgment, any lack of compliance that results in a legal claim against "Company", "Company" shall promptly give notice to "Contractor" and at any time following ten (10) working days thereafter, if such matters have not been remedied to the satisfaction of "Company", "Company" shall proceed to withhold any portion of invoiced amounts pending payment that "Company" deems reasonably necessary to cover all costs and expenses of the legal claim, until "Contractor" achieves full compliance with all labour and social security laws and regulations.

Permit Responsibilities

Host Government Authorizations. Subject to Article 0 and Article 9.2.1 below and except as otherwise specified in the present contract, "Contractor" shall be responsible for obtaining and maintaining, Host Government authorizations necessary for the performance of the Work and for "Contractor's" personnel (along with their personal effects) and equipment to enter into and operate within the Country of Operations.

8.5 Fishing or recovery

If during the performance of the Services, any "Contractor's" Equipment, including his radio-active sources, is lost either in a well, at the Worksite or while transported or stored under custody of "Company" and/or in the event it becomes necessary to fish or to recover any such "Contractor's" Equipment, "Contractor" at his own cost upon request from "Company", shall provide fishing means or recovery gears and associated relevant procedures and shall render assistance to "Company" to supervise the fishing or recovery operations. Such operations shall be implemented with the prior written consent of "Company". In case of emergency, "Contractor" shall, without undue delay, exert every effort to overcome such difficulties and shall inform immediately "Company".

"Contractor" at his own cost shall provide any fishing tools, accessories and spares parts necessary to recover his own down-hole Equipment and shall ensure that a suitable fishing tool is continuously available on the Worksite for any down-hole tools to be run by "Contractor" in a well.

Unless otherwise instructed in writing by "Company" Representative, "Contractor" shall never run any down-hole tool in a well unless the suitable associated fishing tool is available on the Worksite.

Any interruption and/or delay to the operations due to the non-compliance with the above provisions shall be considered as Default of "Contractor".

8.6 Mobilization/Demobilization

8.6.1 "CONTRACTOR" shall be responsible for Mobilization and Demobilization of equipment and personnel working under this Contract, upon "COMPANY's" request. Mobilization of equipment and personnel from "CONTRACTOR's" local base to Rig sites shall not take place later than 7 Days after verbal (followed by written) or written notification from "COMPANY" Representative. "CONTRACTOR" shall upon receipt of such notification immediately start mobilization of "CONTRACTOR's" Equipment and Personnel to the site. Should the mobilization be completed earlier than the Mobilization Period, no payment, including but not limited to stand-by rate, shall be payable to "CONTRACTOR" until the operation is started by "CONTRACTOR". Should the mobilization and demobilization Period exceed the above mentioned time, "COMPANY" shall have the right to apply Liquidated Damages to "CONTRACTOR" set out under Article 11.3 of the Particular Conditions. "CONTRACTOR" represents and warrants that his Personnel and Equipment shall be mobilized free from any other Contractual obligations and/or liens, charges or encumbrances of whatever kind, for the whole duration of the Operational Period.

8.6.2 Mobilization Fee

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The Mobilization Fee, if exist, shall be constructed as the only remuneration, to the exclusion of any other compensation of whatever nature, to be paid by "Company" for any and all operations and Services carried out by "Contractor" prior to the Starting Date including the time spent by "Company" to inspect the Equipment and time taken by "Contractor" to make the correction of any defect.

8.6.3 "Contractor" shall demobilize his Equipment and Personnel from the Worksite after the Services have been satisfactorily completed under the terms and conditions of the present Contract.

8.6.4 Demobilization Fee

The Demobilization Fee, if exist, shall be constructed as the only remuneration, to the exclusion of any other compensation of whatever nature, to be paid by "Company" for any and all operations and Services carried out by "Contractor" after the completion date.

ARTICLE 9. "COMPANY'S" RIGHTS AND RESPONSIBILITIES

Access and Inspection

Access. "Company" shall at its own cost and expenses be responsible for obtaining all drilling permits, licenses, authorization or certificates needed to conduct the Services within the Operation Area, which may by its nature or under the law be applied for or supplied by or issued in the name of the "Company". When applicable, "Company" shall have to inform "Contractor" in due time of any restrictions applicable to "Company" and/or Operating Area or relating to the Service or to the Operating Area. For the Works to be performed in restricted locations, "Company" shall issue or obtain necessary permits for "Contractor's" Personnel to have free access to Operation Area. "Contractor" shall provide all information required by "Company" for this purpose in timely manner.

If required for the performance of Works, "Company" shall assist "Contractor" in obtaining necessary visas or other similar authorizations at a reasonable overhead cost that shall be charged to the "Contractor". "Contractor" shall provide all information required by "Company" for this purpose in timely manner.

Inspection of Work. "Company" may inspect the performance of the Work, from time to time, and advise "Contractor" of any substandard performance. "Company" shall have access at all times to the site where the Work is being performed and to the equipment and personnel of "Contractor" for the purpose of inspecting the performance of the Work. The inspection of any aspect of the performance of the Work shall not excuse "Contractor" from any obligation hereunder. If "Company" or others fail to inspect, witness, test, discover defects or reject Work performed by "Contractor" that is not in accordance with this Contract, "Contractor" shall not be relieved from the liabilities and obligations specified in this Contract.

"Company" shall have the right, at any time, for any reason whatsoever and at its sole discretion and cost, to supervise all or part of "Contractor's" Items, services, Personnel and sub contractors employed and operations undertaken in the performance of the Services, to execute technical audit as considered necessary by "Company", "Contractor" shall afford "Company" and its authorized representatives all such facilities and assistance as "Company" may reasonably require in connection therewith.

ARTICLE 10. "CONTRACTOR" AND "COMPANY" REPRESENTATIVES

Representatives

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"Contractor" shall appoint a "Contractor" Representative (and one or more alternates for rotational purposes) and "Company" shall appoint a "Company" Representative (and one or more alternates for rotational purposes) to act at the Work Site for the benefit of the appointing Party in all matters relating to the conduct of the Work as specified in this Contract, but excluding the modification of this Contract. "Company" Representative shall be at the Work Site at times designated by "Company", but with such frequency and duration so as not to impede the progress of the Work and shall have authority to give general instructions to "Contractor" Representative on behalf of "Company" regarding the results to be obtained from the Work. "Contractor" Representative and "Company" Representative shall have authority to settle disputes concerning the Work at the field level, subject to any internal procedure of either Party that requires the approval of a superior. The instructions and decisions of "Contractor" Representative and "Company" Representative shall be binding on the respective Parties if they are given and received in accordance with the terms of this Contract.

Replacement and Removal

"Contractor" reserves the right, exercisable in its reasonable discretion, to remove and replace, at its expense, its "Contractor" Representative (or alternate). "Company" reserves the right, exercisable in its reasonable discretion, to remove and replace, at its expense, its "Company" Representative (or alternate). This right to remove and replace may be exercised by giving Notice, stating the reasons for such removal or replacement, to the other Party. The exercising Party shall immediately replace such "Contractor" Representative or "Company" Representative, as applicable, with another similarly qualified and experienced individual, upon giving Notice to the other Party. "Company" shall have the right, exercisable in its reasonable discretion, to request "Contractor" to remove and replace "Contractor" Representative (or alternate) upon giving Notice to "Contractor". The Parties shall promptly meet to discuss the matter, and if the matter cannot be amicably resolved without the removal of such "Contractor" Representative, "Contractor" shall thereupon remove and replace such "Contractor" Representative, as provided in this Article 0.

ARTICLE 11. FINANCIAL Matters

Payment

Rates. "Company" shall pay to "Contractor" the compensation as provided in Section IV – SCHEDULE OF RATES AND PRICES.

Invoicing. "Contractor" shall provide to "Company" an invoice, together with any required supporting documents, as described in Article 2.2 of the Particular Condition of Contract as per attached.

Taxes and Import and Export Duties

"Contractor's" Tax Obligation. Subject to the further provisions of this Article 0, "Contractor" shall pay any Taxes assessed or levied on "Contractor" or its personnel by the taxing authority of any country, resulting from the performance of this Contract. "Contractor" shall require "Contractor's" subcontractors and their personnel to pay such Taxes. "Contractor" acknowledges that, in establishing the rates, fees, lump sums and other compensation provided in this Contract, "Contractor" has taken into account any existing Taxes for which it may be liable; however, "Company" shall reimburse "Contractor" for applicable VAT imposed on "Contractor" as a result of compensation paid to "Contractor" under the terms of this Contract, provided that "Contractor" submits the related document which is issued by competent authorities to "Company". As between "Company" and "Contractor", "Contractor" shall pay for VAT levied against "Contractor's" subcontractors, and shall not invoice "Company" for same.

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"Contractor's" Import/Export Obligations. "Contractor" at his own cost shall comply with all applicable customs requirements and procedures to obtain customs clearance for the importation, exportation or re-exportation of his Equipment (including spare parts, supplies and belongings of "Contractor's" Personnel). With respect to such procedures "Contractor" shall under his own responsibility, prepare, issue and submit the documents required in due time to Customs Authority and/or to "Company", as the latter may so instruct. "Contractor" shall defend, indemnify and hold "Company" harmless from the consequences of any error or omission in documents prepared and/or submitted by "Contractor", resulting in failure of Customs Authorities to provide timely authorizations. "Contractor" shall bear at his sole cost, risk and liability and "Company" shall not reimburse customs duties, port dues, brokerage fees and other similar import or export/re-export charges imposed on any Equipment (including spare parts, supplies and belongings of "Contractor's" Personnel). "Company" will advise "Contractor" about any possible exemption, remission, refund or rebate of such charges to which "Contractor" is entitled in the Permit Area subject to compliance with Applicable Laws and "Company's" instructions.

Import/Export Licenses. "Contractor" shall be responsible for obtaining, at "Contractor's" sole cost, all such import and export licenses and other documents in the Islamic Republic of Iran as may be required in order that "Contractor's" Items related to this Service may enter and leave the Islamic Republic of Iran, as the case may be. Notwithstanding anything to the contrary, the "Contractor's" prices shall be included any and all duties, levies including but not limited to any import and export duties, costs and responsibilities for licenses and permits, levies, custom handling charges, port charges, municipal duties payable in the Islamic Republic of Iran or to any customs authority thereof. Therefore, all such levies, duties and obligations shall be the exclusive responsibility and cost of the "Contractor".

Custom Clearance. "Contractor" shall be responsible and liable for and shall take all necessary steps and costs to have "Contractor's" items cleared through customs (including the payment of all applicable duties, charges and handling fees) into the Islamic Republic of Iran before the Starting Date and thenceforth, provided that "Contractor" furnish all relevant information and documents required by the appropriate licensing authorities.

ARTICLE 12. Work Changes

Written Change Order

"Contractor" shall not alter any of the Work/Services, except as directed in writing by "Company", but "Company" shall have full discretion, subject to the provisions hereinafter contained, from time to time during the execution of the Contract, by notice in writing to direct the "Contractor" to alter, amend, omit, add to or otherwise, vary any of the Work/Services, and the "Contractor" shall carry out such variations and be bound by the same conditions, so far as applicable, as though said variations were stated in the Contract, provided that no such variations already directed to be made, involve a net increase or decrease in the Contract Price of more than twenty five (25) percent. In any case, in which "Contractor" has received any such directions from "Company", which either then or later will in the opinion of "Contractor" involve an increase or decrease in the Contract Price, "Contractor" shall as soon as reasonably possible and before proceeding therewith to execute, advise "Company" in writing to that effect.

ARTICLE 13. LIABILITIES AND INDEMNIFICATION

General

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To avoid the time and expense of protracted litigation between the Parties and to allow each Party to arrange for insurance or self-insurance as deemed appropriate to address the relevant risks, the responsibility for certain Claims shall be allocated between the Parties in accordance with the further provisions of this Article.

"Contractor's" indemnity of "Company" Group.

"Contractor" Shall Be Liable for and Indemnify "Company" Group from Claims arising out of personal injury, illness, death, or property loss or damage suffered by any member of "Contractor" or "Company" Group.

"Company's" indemnity of "Contractor" Group.

In case of default of "Company", "Company" Shall Be Liable for and Indemnify "Contractor" Group from Claims arising out of personal injury, illness, death, or property loss or damage suffered by "Company", "Company's" Affiliates, Joint Interest Owners and "Company's" Invitees, and its and their shareholders, officers, directors, employees, agents, consultants, servants and insurers of all of the foregoing.

Third Parties

"Contractor" Shall Be Liable for and Indemnify "Company" Group from and against any and all Claims arising out of personal injury, illness, death, or property loss or damage suffered by Third Parties, to the extent attributable to the default, Negligence or Gross Negligence of any member of "Contractor" Group.

"Company" Shall Be Liable for and Indemnify "Contractor" Group from and against any and all Claims arising out of personal injury, illness, death, or property loss or damage suffered by Third Parties, to the extent attributable to the Negligence or Gross Negligence of any member of "Company" Group; provided, however, "Company" shall not be obligated to Defend "Contractor" Group for any such Claims.

Patents and Copyrights

"Contractor" Shall Be Liable for and Indemnify "Company" Group from Claims for patent or copyright infringement by "Contractor's" customarily supplied equipment, goods, and services (contained in "Contractor's" published price list) unless such infringement results from "Company's" use of such equipment, goods, and services in combination with other equipment, goods or services in the operation of any process. In the event "Contractor's" customarily supplied equipment, goods, or services are held to be infringing and their use is enjoined, "Contractor" shall, at its own expense, either procure for "Company" the right to continue using the equipment, goods, and services, replace the same with non-infringing equipment, goods, and services, or modify the equipment, goods, and services so that they become non-infringing.

Taxes

"Contractor" Shall Be Liable For And Indemnify the "Company" from and against all Claims resulting from failure of the indemnifying Party to pay any of the Taxes or other charges for which such indemnifying Party is responsible under Article 0.

Pollution

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Regardless of Cause, "Contractor" Shall Be Liable for and Indemnify "Company" Group from Claims of pollution arising out of spills emanating from the equipment of any member of "Contractor" Group provided such equipment is in the care, custody and control of any member of "Contractor" Group.

Regardless of Cause, "Contractor" Shall Be Liable for and Indemnify "Company" Group from Claims of pollution arising out of spills of material to be provided by any member of "Contractor" Group to any member of "Company" Group during transit on conveyance arranged by any member of "Contractor" Group.

Consequential Damages

Regardless of Cause, "Contractor" Shall Be Liable for and Indemnify "Company" Group for any indirect, incidental or consequential losses or damages (including, without limitation, punitive and exemplary damages, loss of earnings, loss of production, loss of value or decrease in earnings from any goods or property, including, without limitation, loss of reserves, loss of use, loss of financial advantage, business interruption or downtime) incurred by any member of "Contractor" Group.

ARTICLE 14. Insurance

Insurance Policies

"Contractor" shall, at its own expense, procure and maintain in effect with respect to and for the duration of this Contract, enough insurance policies, without prejudice to the liabilities and responsibilities of the "Contractor" as set forth in the Contract; from first class insurance companies, to ensure that "Contractor" will fulfill with all conditions and terms hereunder. The costs and expenses of the required insurance policies shall be for the account of "Contractor".

14.2 Waiver of Right of Subrogation

All of the "Contractor's" insurance policies in connection to this Contract shall contain provisions whereby the insurers waive their rights of subrogation against the "Company" Group and their insurers, to the extent of the waivers of recourse and/or indemnities given by the "Contractor" under this Contract.

14.3 Failure to Comply with Insurance Requirements

In the event that any liability for loss or damage, which is assumed by "Contractor" under this Contract, is denied by "Contractor" insurers in whole or in part, because of breach of the said insurance or any other reasons, or If "Contractor" fails to maintain any of the insurance coverage(s) as required herein, then "Contractor" shall release, indemnify, and hold "Company" Group harmless, from any and all liabilities claims, judgments, losses, and any costs arising out of such breach.

14.4 Endorsement

"Contractor's" insurance policies shall name "Company" as additional insured, provided however, that such additional insured status shall only apply to risks and losses which "Contractor" is liable for under this Contract.

14.5 Certificates

To the extent required by the applicable local law, "Company" may require "Contractor" to submit insurance as required by the local law.

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ARTICLE 15. ASSIGNMENT

"Company" Assignment

"Company" may assign all or part of its rights and obligations under this Contract without "Contractor's" approval to any other Person.

"Contractor" Assignment

The "CONTRACTOR" shall assign neither the CONTRACT nor any part of it nor any benefit nor interest in or under it without the previous agreement in writing of the "COMPANY", which will only be given in exceptional circumstances and shall, notwithstanding the foregoing, be in the absolute discretion of the "COMPANY".

ARTICLE 16. SUBCONTRACTING

Consent

"Contractor" shall not subcontract the whole or any part of the Work to any Person, other than an Affiliate of "Contractor", without "Company's" prior written consent.

Obligations

Notwithstanding "Company's" consent and approval under Article 0, no subcontract or similar arrangement shall relieve "Contractor" from its obligations or liabilities under this Contract and "Contractor" shall be responsible for the acts, defaults and omissions of "Contractor's" subcontractors, agents or servants as fully as if they were the acts, defaults or omissions of "Contractor".

Assignment

Every subcontract shall expressly reserve "Contractor's" right to freely assign the subcontract to "Company".

ARTICLE 17. NOTICES AND COMMUNICATION

All notices and other correspondence required or authorized hereunder shall be given in writing to the address mentioned in the pre-amble of the present Contract. The date upon which such notice or communication is received by the addressee, shall be deemed to be the effective date for such notice or communication.

ARTICLE 18. FORCE MAJEURE

18.1 Force majeure refers to events such as war, floods, earthquakes, outbreaks of infectious diseases, which are unforeseeable and preventable and beyond the ability of each of the parties to the contract to control, stop or resolve.

18.2 None of the parties shall be liable against the other for damage and damage to the parts caused by government regulations and laws, national orders and regulations, strikes (except the strike of contractor employees), rebellion, war, insurrection, terrorist operations, social disturbance, forced accidents. And they will not be held responsible for events beyond the control of the parties. Delays that occur due to the above are not considered defects in the implementation of the department

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18.3 For the purpose of this Contract, Force Majeure shall mean all unforeseen impediments at the time of conclusion of Contract and overpowering forces which prevent either Party from fulfilling his obligation under this Contract, provided that the prevention or the eventuating of such events is beyond the control of the Party concerned. If either Party hereto is prevented, hindered or delayed from performing all or any of its obligations hereunder as a result of Force Majeure, such prevention, hindrance or delay shall not be considered breach of this Contract and that Party shall be relieved from such obligations for the duration of such Force Majeure (but for no longer period), provided however that there is a direct relation between the interruption, hindrance or delay in the performance of the Work/Services and Force Majeure.

18.4 The Party affected by Force Majeure shall promptly notify the other Party, with evidence of the occurrence of the related event and shall give prompt notice once the end of the Force Majeure situation is reached. "Contractor" shall immediately suspend the performance of the Work/Services affected by Force Majeure and maintain all safety, security and protective measures insofar as he is capable to provide.

18.5 The Party affected by Force Majeure who has given such notice shall be excused from the performance or punctual performance of its obligations under Contract as long as the consequences of the relevant event of Force Majeure continues and to the extent that such Party's performance is actually prevented, hindered or delayed or made the progress of Work/Services impossible.

18.6 Each Party shall bear separately all direct and indirect financial consequences of such Force Majeure situation and no extra payment or compensation shall be due to "Contractor" by "Company" due to suspension of Work for Force Majeure. Each Party shall bear separately all direct and indirect financial consequences of such Force Majeure situation and no extra payment or compensation shall be due to "Contractor" by "Company" due to suspension of Work for Force Majeure.

18.7 In case a Force Majeure situation continues for more than thirty (30) days, the Parties shall have the right to terminate this Contract, at any time after the expiring of such thirty (30) day period, notifying the other Party in writing to such effect. If Contract is so terminated, "Contractor" shall be entitled to receive only an amount of money related to actual progress of Work and relevant costs until the date of such termination and which shall not include any amount for indirect and consequential costs. "Contractor" shall immediately assign to "Company" any Subcontracts and/or Purchase Orders.

ARTICLE 19. GOVERNING LAW OF CONTRACT

The law governing the relationship between the Parties and this Contract, including but not limited to the works to be performed, payments and the manner of payment, commitments undertaken and agreed, and, in the whole, to the Contract, its construction and interpretation shall be the laws of the Islamic Republic of Iran.

During their stay in Iran and/or on/in/at any designated places onshore or offshore in Iran, "Contractor", its Personnel, and Representatives shall observe all codes, laws, and regulations in force in the Islamic Republic of Iran and in the region where the works under the Contract is to be executed. Even if outside the Iranian Territorial Jurisdiction, "Contractor", its staff, Representatives, and Personnel shall not act or do anything which might in any way adversely affect the provisions of this Contract or the application of the applicable law.

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"Contractor" acknowledges and declares that it is aware of all existing, if any, and/or possible restrictions involving Iran and/or doing business with Iran, inside or outside Iran related to this Contract and hereby waves and abandons any and all rights to resort to any such excuses, including embargos or restrictions, for exonerating itself from its commitments and obligations under this Contract.

ARTICLE 20. DISPUTE RESOLUTION

All disputes and differences, of whatever nature, which may arise between the Parties from or in connection with the validity of the Contract and performance of Works and Services, Parties obligations and commitments under the Contract and law, interpretation or termination of the Contract and all the consequences thereof and any disputes related to the compensation, payment and/or manner of payment shall be settled by the good faith negotiations between the Parties. If no settlement is reached within one (1) month period, then the unsettled dispute(s) shall be referred to and settled solely by Tehran courts and no other court of any nation shall have jurisdiction over any dispute between the Parties.

ARTICLE 21. PERFORMANCE OF THE SERVICES

INDEPENDENT "CONTRACTOR" RELATIONSHIP

In the performance of the Services, "CONTRACTOR" is an independent "CONTRACTOR" with the authority to direct and control performance of the WORK notwithstanding that "CONTRACTOR" shall perform the WORK in accordance to this CONTRACT and JOB SPECIFICATION and pursuant to "COMPANY"'S Instruction and supervision contemplated herein and shall seek the approval of "COMPANY".

DISCIPLINE

"CONTRACTOR" shall maintain at all times strict discipline and good order among its employees and shall abide by and conform to all rules and regulations promulgated by "COMPANY" and which are furnished to "CONTRACTOR" from time to time.

21.3 SAFETY

"CONTRACTOR" shall provide, maintain and keep available all safety appliances required by local law & Safety policy, as well as those necessary in accordance with good oil field practice and "Contractors" rendered HSE for protection of both "Company" and "CONTRACTOR" PERSONNEL and the Drilling Unit. All "COMPANY" and "CONTRACTOR" PERSONNEL shall strictly abide by safety regulations established on the Drilling Unit.

21.4 RECORDS TO BE FURNISHED BY "CONTRACTOR"

"CONTRACTOR" shall keep and furnish to "COMPANY" services reports as "Company's" request.

21.5 TRAINING of "COMPANY" PERSONNEL

"CONTRACTOR" shall undertake to perform On-Job training of no cost to the "COMPANY" PERSONNEL.

21.6 Consideration of HSE REGULATIONS

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21.6.1 "CONTRACTOR'S" HSE regulations shall be followed by "CONTRACTOR". Also "CONTRACTOR'S" HSE regulations shall be followed by its SUBCONTRACTORS. In addition to above regulations, HSE regulations mentioned Section V – HEALTH, SAFETY, SECURITY AND ENVIRONMENT shall be followed by "CONTRACTOR".

21.6.2 All consequent costs of above items shall be borne by "Contractor".

21.6.3 In addition to Article 21.6.2 above, "CONTRACTOR" shall follow and perform other HSE regulations and crisis management which will be requested by "COMPANY" REPRESENTATIVE and "CONTRACTOR" shall submit their manual and other documents in technical proposal submit time.

"CONTRACTOR" shall follow all above plans, procedures and policies. If any of HSE regulations mentioned in JOB SPECIFICATION is not followed, "COMPANY" shall notify the "CONTRACTOR" about subject in advance and shall has the right to deduct according to Article 4.3 above, at its discretion as penalty from "CONTRACTOR"'S invoices. In such case "CONTRACTOR" has no right of objection or claim.

ARTICLE 22. GUARANTEES AND BONDS

"CONTRACTOR" shall submit to "COMPANY" before or at time of signing of this CONTRACT an unconditional and irrevocable Bank guarantee as good performance guarantee, in the form provided to "CONTRACTOR" at time of tendering and issued by an Iranian Bank in favor of "COMPANY" in an amount equal to five (5) percent of the estimated CONTRACT price for performance of the Services to be furnished hereunder.

The Bank Guarantee for Performance shall be provided in the format issued by the "COMPANY".

The said Performance Guarantee shall be kept valid or extended by "CONTRACTOR" or beneficiary up to the date of issuance of the Completion Certificate, and extendible on "COMPANY"'S request in accordance with the terms and conditions of the CONTRACT and "COMPANY" shall have the right at any time if "CONTRACTOR" at the "COMPANY" discretion and/or judgment is not able to perform its obligations under this CONTRACT or fails to provide personnel and equipment necessary for the WORK to the approval of "COMPANY" representative and/ or in case of occurrence of the event of termination with cause or breach of this CONTRACT shall cause expenses for "COMPANY" which otherwise "CONTRACTOR" should have incurred, then "COMPANY" shall have the right to confiscate this guarantee or portion of it as compensation for the loss, damage or expenses incurred by "COMPANY" without need for "COMPANY" to prove the reason for confiscation in advance, and this shall not affect "COMPANY"'S other rights and privileges.

Company" shall deduct and retain ten (10) percent from all amounts of each invoices payable under this Contract as good performance retention.

Advance payment Guarantee

The advance payment(s), if exists, shall be paid against unconditional, irrevocable, and extendable Bank Guarantee, to be issued in "Company's" favor for the same amount and in the same currency of the Contract (Rials). The Advance Payment Bank Guarantee shall be produced and issued by a reputable, reliable, and acceptable Iranian bank to "Company", valid until after the full depreciation of the advanced amount from "Contractor's" monthly invoices, in equal installments.

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ARTUCLE 23. GENERAL PROVISIONS

Amendments

No modification of or amendment to this Contract shall be valid or binding unless provided in a writing that specifically references this Contract and that has been duly executed by authorized representatives of the Parties.

Waiver

No waiver of any breach of this Contract shall be or deemed to be effective or binding unless the waiver is in writing and signed by an authorized representative of the Party purporting to have waived the breach and, unless otherwise provided in this Contract, such waiver shall be limited to the specific breach waived. A Party's failure to enforce or delay in enforcing any of the terms and conditions of this Contract shall not constitute or be deemed to constitute a waiver of such terms or conditions.

Entire Agreement

This Contract and the attachments hereto constitutes the entire agreement between the Parties regarding the Work and supersedes all prior negotiations, representations or agreements related to this Contract, either written or oral, and there are no collateral or other statements, understandings, covenants, contracts, representations or warranties, written or oral, relating to the subject matter of this Contract.

Confidentiality

"Contractor" Group shall hold Confidential Information strictly confidential and shall not disclose Confidential Information to any Person, including, without limitation, an Affiliate of "Contractor", without the prior written consent of "Company". Subject to the exceptions specified in this Article, each member of "Contractor" Group shall take all reasonable measures to protect the confidentiality of such Confidential Information. No member of "Contractor" Group shall, without the prior written agreement of "Company", use, reproduce, copy, disclose to, place at the disposal of or use on behalf of "Contractor" or any third party or enable any third party to use, peruse or copy any of the Confidential Information, including, without limitation, drawings, data, and computer software which:

Is provided to "Contractor" by or on behalf of "Company" Group, or member thereof, in or in relation to this Contract;

Become the property of or vested in "Company" Group, or member thereof, in accordance with this Contract; or

"Contractor" Group or member thereof, prepares in connection with the Work.

Article Headings

The article headings and subheadings in this Contract are for convenience only, and shall not affect the meaning, construction or interpretation of this Contract.

Counterparts and Facsimile Execution

This Contract may be executed in any number of counterparts, each of which shall be deemed an original of this Contract and which together shall constitute one and the same instrument; provided that neither Party shall be

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bound to this Contract unless and until both Parties have. A signature page signed by a Party and sent by facsimile machine to the other Party shall be deemed to be valid as an original and shall be binding as between the Parties.

Separable Provisions

Each provision of this Contract shall be considered separable and if any provision(s) is (are) determined to be invalid, unenforceable or illegal under any existing or future law, such invalidity, unenforceability or illegality shall not impair the operation of or affect those portions of this Contract that are valid, enforceable and legal.

Drafting

No consideration shall be given to the fact or presumption that one Party has a greater or lesser hand in drafting this Contract.

Survival

In the event of termination or expiration of this Contract, the provisions pertaining to warranty, indemnity, audit, confidentiality, insurance, disclaimer of consequential damages, limitation of liability, dispute resolution, and governing law shall remain in full force and effect.

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پیوست ۳ : شرح خدمات

SECTION V - SCOPE OF WORK



1- General

Contractor shall perform the activities set forth in the following list. Contractor may be required to perform additional functions in respect to safety operations.

Contractor shall provide and install on the Rig(s), Hydrogen Sulfide detection and required safety Equipment as detailed in this section.

Contractor is responsible for the spare parts and services necessary to maintain his Equipment. Contractor's personnel will also assist and advise the Drilling Contractor as to Hydrogen Sulfide safety Equipment maintenance for all such Equipment, if any, provided by the Drilling Contractor.

Contractor is required to supervise and perform installation and removal of all Hydrogen Sulfide safety Equipment and safety survival Equipment provided for the Rig. Contractor's Personnel will also advise and assist the Drilling Contractor in installation and co-ordination of usage of Drilling Contractor supplied safety Equipment, if any.

Contractor is required to maintain a current inventory of all Hydrogen Sulfide safety Equipment on board the Rig(s). All the equipment shall be suitable to be used in H2S, CO2 environment.

Contractor will provide training to familiarize rig and service company personnel on the use of emergency Equipment.

Contractor is responsible for supervising emergency drills and insuring every person on the Rig is aware of required safety measures to be taken in the event Hydrogen Sulfide is detected during drilling, work over, testing and completion operations.

Contractor personnel shall monitor Hydrogen Sulfide concentrations during routine and special (Coring, DST, etc.) Operations on the Rig.

Contractor shall assist Company and the Drilling contractor in preparing a competent and comprehensive written Hydrogen Sulfide safety contingency plan setting forth actions to be taken by all personnel on board the Rig in preparation for drilling and testing operations.

Contractor will make a survey on the Rig, check the available H2S protection Equipment and submit to the Company a detailed Technical Report including but not limited to:

- The H2S protection Equipment availability; number and conditions; layout; efficiency; and his recommendation for the required supplementary Equipment.
- Direction and supervision of the training of all Personnel present on the Worksite in respect of H2S (or other hydrocarbon gases) hazards as identified in the well program or by Company's specifications and Contract requirements, Supervision for the implementation of Company's Safety specifications on the Worksite, Proper use, maintenance and repair of the Equipment to ensure trouble free operation.

The Contractor shall perform the work based on following standards:

- EN 5014 - Construction Requirements for Explosion Protected Electrical Apparatus
- EN 132- For Air Filters and Purifiers



- EN 136- Parts for full face masks for respiratory protected devices
- EN 137- For Self-contained Compressed Air Breathing Apparatus
- EN 139- Respiratory protected devices- Compressed air line breathing apparatus.

2- PROVISION OF REPORTS

Daily report of activities in a format to be agreed with Company Representative, record of Breakdown time, analysis of technical difficulties encountered, inventory list of products and consumables consumed and remaining on the Worksite, maintenance, repairs performed and spare parts consumption, post analysis of any Equipment failure or Services non-conformance, reporting to Company's REPRESENTATIVE the drilling Rig Safety Equipment status/operating conditions and conformance.

Contractor to adopt formats for reporting the Daily reports on checks carried out on compressors, cascades, SCBA, work escape sets, recharging, H2S checks in areas around compressor's air intakes & training conducted.

- Weekly reports on training conducted for all personnel & rig floor personnel.
- Weekly and Monthly reports on air quality test results. Weekly & monthly reports on checks & calibrations made for portable gas detectors as specified hereafter. All reports to be signed by Company drilling supervisor and sent to Company's base for drilling engineer review.

3- PROVISION OF EQUIPMENT'S

Contractor shall provide the Equipment to perform the Services. Contractor's Equipment is listed in here.

Quantity of Equipment listed in this part is based on operation in one Rig; Contractor shall manage to provide required quantity of Equipment for operation of at least one Rig. Equipment provided shall be designed for the safety-zone-area classification where they are deployed.

The Equipment listed in this Part is considered as a minimum. Additional equipment may be required for specific operations.

All the equipment must be of the Explosion proof equipment (EX) type

Subject to the available equipment on the drilling rig, the Equipment list may be amended to match the actual Company requirements.

The Equipment listed in this part shall be remunerated on a daily basis, when requested by Company, from the time they said Equipment is installed by Contractor on board the rig and ready to work until the time it is fully rigged down at the well site:

Item	Description	QTY	
1	Fixed Sensor With Transmitter(4 channel)	4	NOS
2	Portable Electronic H2S gas detector	4	NOS

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3	Portable Electronic HC gas detector	1	NOS
4	30 Minutes SCBA c/w working unit	12	NOS
5	15 Minutes working /escape BA	25	NOS
6	Escape personal mask	40	NOS
7	Explosive proof fan	2	NOS
8	Calibration kit	1	NOS
9	Fixed cascade breathing system(16cyl)	1	Racks
10	Breathing air compressor electrical	1	NOS
11	Air quality test kit	1	NOS
12	30 minutes SCBA spare c/w working unit	10	
13	Fixed point LEL gas detection system(4 channel)	1	NOS
14	Portable multi gas detector	2	NOS
15	15 minutes spare /escape BA	10	
16	Breathing air compressor electrical Bauer junior ii	1	NOS
17	Ex-sounder horn	2	NOS
18	Gas sampler pump	2	NOS
19	Fixed point H2S detection system(4 channel)	1	NOS

4- PROVISION OF PERSONNEL

Contractor shall provide the Personnel to perform the Services. Contractor's Personnel is listed in Part 3.

At Company's request and subject to three (3) days' notice, Contractor shall provide (an) additional qualified Operator(s) to perform the same Services.

Contractor's Area Manager must justify more than 10 years oilfield experience and will be Located in Base in order to be available for consultation whenever required.

Contractor will provide fully qualified and experienced engineering.

Contractor shall not replace any personnel without formal approval from the Company, and



Must provide personnel with equal qualification and experience.

Personnel on board the rig (call out basis)

- One (1) experience H2S technician (Have at least 7 years of work experience)
 - One (1) H2S Technician (at Company's request) (Have at least 3 years of work experience)
- CV (s) of Contractor's proposed personnel should be attached.

Notes:

Above mentioned Personnel have been considered for operation in one operating Rig.

The on location period shall not exceed four weeks and provision will be made for relief by a second technician of the same qualification.

SECTION 2- OTHER OPERATIONAL SPECIFICATION

1- CALIBRATION OF PORTABLE H2S GAS DETECTORS

It is the responsibility of the H2S Technician to maintain all H2S safety Equipment to assure it is clean, operable and physically located where it is to be stationed with reasonable stock of calibration test and air quality test Equipment for at least 3 months operation to be kept permanently on board the rig.

Such maintenance will include:

- Bi-monthly calibration of the sensors.
- Daily continuity check of the sensors.
- Weekly test of all system alarm devices.
- Portable H2S detector to be checked on weekly basis and calibrated on monthly basis.
- Breathing air compressor oil and filter element service in conformance with manufacturers recommendation. Daily start up.
- Daily check of all breathing air manifold regulators, gauges and outlets for proper setting, operation, cleanliness, accessibility and leaks.
- Daily check of cascade storage system to assure proper pressure and volume is present.
- Continued check of all miscellaneous items such as breathing apparatus, resuscitators, windsocks, H2S alert status flags, communication devices, various storage boxes and hose lines. Such checks will assure all such Equipment is operational and present.
- Performance test every time the spud of the rig or on a case-by-case basis according to the client's request
- H2S Gas testing equipment from the choke manifold

2- AIR LOOP SYSTEM

- At least one air compressor must be diesel driven.



- 20 sets of communication devices to be provided and which can be used while making up (speak easy diaphragm).

3- DRILLS

It is the responsibility of the H2S Technician coordinating with the Company Drilling Supervisor and Drilling Contractor's Tool pusher to schedule various drills to train and maintain a satisfactory level of employee preparedness to H2S emergencies.

Such drills should include supervisory problem recognition, mustering personnel in response to various alarms, and evacuation practice.

Detailed records of all drills will be kept and copies furnished to Company Representative.

4- TRAINING

It is the responsibility of the H2S Technician to conduct all training necessary to assure that all personnel:

- Understand the hazards of H2S.
- Know how to use breathing apparatus (any type), communication devices, gas detection instruments and resuscitators.
- Can administer CPR and mouth to mouth resuscitation.
- Understand the H2S alert status system and interpretation of wind direction from windsocks.
- Thoroughly understand all aspects of the various evacuation plans.

Training to be conducted using English and Farsi printed texts.

Detailed records of all training will be kept and copies furnished to Company Representative. Weekly training for all rig personnel for at least 20 min. Each session on the use of the subject System / Equipment. Training to include characteristics of H2S and its dangers, safety procedures to be used when H2S is encountered or suspected, and recommended first aid procedures. The personnel must be instructed in, and practice using the protective Equipment available and the gas detectors for monitoring H2S. All drillers and key personnel must be instructed in the use of portable resuscitators.

All visitors to the rig should be made aware of the precautions in force and given basic instructions in Emergency Procedures.

Weekly H2S drills to be conducted for rig floor personnel (day and night at least 30min on well control while utilizing air loop Equipment.



Daily H2S briefing (minimum duration 10min) for every arrival at the rig and hence included in the regular H2S training.

5- ORIENTATION

It is the responsibility of the H2S Technician to personally meet all arrivals of personnel on the Rig to provide orientation and any necessary training.

Such orientation should include:

- Verification via actual use that individuals can properly use the breathing apparatus.
- Explain H2S alert system and basic hazards of H2S.
- Physically show individual H2S alert status flags, windsocks, briefing areas and manifolds.

Detailed records of all orientation will be kept and copies furnished to Company Representative.

6- CONTINGENCY PLANS & STATION BILLS

It is the responsibility of the H2S technician to draft and implement contingency plans and station Bills for the Rig Location.

Note: Contractor will be responsible for maintaining all his Equipment in good working order and shall repair or replace them when necessary. Said maintenance and repair work (including inspection) shall be performed solely at the expense of Contractor.

Following completion of each job, Contractor's personnel will be fully responsible to service, maintain and secure the Equipment for temporary storage on board of drilling rig as well as to properly pack and secure the Equipment in basket/container for easy and safe transportation. Company will not accept loose item.

7- TRANSPORTATION

Contractor will be responsible for transportation of its Equipment, spare parts, consumables, and Personnel to Rig location.

Loading and offloading of Contractor's Equipment as well as other liabilities will remain at Company's expense and responsibility.

SECTION 3- QHSE REQUIREMENT

Introduction



This Document is without prejudice whatsoever and howsoever to any of COMPANY rights and shall not release CONTRACTOR in any way from any of his obligations and liabilities under the CONTRACT or at law.

This Document defines, in the following ten sections, the health, safety, and environment (hereafter "HSE") requirements to be applied by the CONTRACTOR as a minimum requirement:

1. Regulations
2. Responsibilities of management
3. Risk evaluation
4. SUBCONTRACTORS and supplies control
5. Operations control
6. Training and competence
7. Emergency preparedness
8. Incidents and corrective actions
9. Audits and inspections
10. HSE improvement plan

1. REGULATIONS: COMPLIANCE WITH APPLICABLE LAWS

CONTRACTOR shall comply (and ensure compliance by any SUBCONTRACTORS) with all applicable national and international laws and regulations throughout the performance of the CONTRACT, and in particular the HSE laws and regulations relating to:

- ✚ The environment
- ✚ His PERSONNEL (in particular the regulations issued by the national labour and health authorities)
- ✚ His logistics (in particular the regulations issued by the national transport authority, those applied by the International Air Transport Association -IATA- etc)
- ✚ His operations and EQUIPMENT.

2. RESPONSIBILITIES OF MANAGEMENT

2.1 HSE policy

CONTRACTOR shall ensure that his PERSONNEL involved in the performance of the SERVICES are fully aware of and committed to Contractor HSE policy and objectives.

2.2 HSE responsibility

CONTRACTOR shall take all necessary measures associated with the performance of the SERVICES to protect the integrity of PERSONNEL, assets and the environment.

2.3 HSE Representative

CONTRACTOR shall appoint an HSE Representative for the performance of the CONTRACT who, notwithstanding his other roles, shall be responsible for the implementation and maintenance of the



HSE management system required in this Document. The CONTRACTOR HSE Representative shall fully co-operate with COMPANY REPRESENTATIVE.

2.4 HSE organization

CONTRACTOR shall demonstrate that his functional organisation and corresponding resources make him capable to satisfy the requirements of this HSE Document at any time of the performance of the SERVICES.

2.5 HSE communications

CONTRACTOR shall have a system to ensure that HSE information is communicated among all the PERSONNEL involved in the performance of the SERVICES.

In case of major accident on the WORKSITE, CONTRACTOR shall communicate in accordance with the emergency plan jointly established with COMPANY as per article 7.2 of this HSE Document.

RISK EVALUATION

3.1 Risk evaluation system

CONTRACTOR shall have a system to evaluate the risks to PERSONNEL, assets and the environment and to review the effectiveness of the associated control & recovery measures, taking in account technical and local data.

3.2 Technical data

CONTRACTOR shall provide, before COMMENCEMENT DATE, a technical file that includes the following items:

- technical specifications of the EQUIPMENT,
- general arrangement drawings, showing the location of EQUIPMENT,
- EQUIPMENT lay-out drawings,
- electric power single line diagram showing the emergency shut-down switches, the main and emergency distribution boards, and the main and emergency power sources,
- hazardous areas classification and electrical EQUIPMENT protection in hazardous areas,
- a complete drawing of bonding and grounding arrangements (onshore installation)
- a drawing showing the nature and distribution of fire and gas detection,
- specification of the telecommunication EQUIPMENT,
- civil engineering design specifications (onshore installation)
- Onshore EQUIPMENT specifications (onshore installation)

3.3 Local data

CONTRACTOR shall review with COMPANY the local data applicable for his evaluation of the risk
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associated with the performance of the SERVICES. The data shall include:

- the WORKSITE survey carried out by CONTRACTOR,
- the "assessment of his PERSONNEL fitness for the specific working and living conditions " made according to the 1995 " Health Assessment of Fitness To Work In The E&P Industry " by the E&P Forum,
- the "assessment of local medical support facilities" made according to the 1995 " Standards for Medical Support " by the E&P Forum,
- the assessment of local transport conditions
- the "environmental baseline survey",
- the "environmental impact assessment",
- Any other HSE risk evaluation related to the subsurface conditions, the meteorological conditions and the like.

3.4 Risk evaluation

CONTRACTOR shall integrate the technical data and the local data into his risk evaluation for all his activities required for the performance of the SERVICES.

The evaluation shall include the identification of HSE risks associated with the activities required for the performance of SERVICES. For each of the critical HSE risks, this evaluation shall list the related activities, the potential consequences, the control and recovery measures, the factors that may jeopardize these measures and the reference documents.

The control or prevention measures shall include EQUIPMENT (such as electrical grounding circuits, rotating part shields, ventilation system,...) and procedures (such as a vaccination procedure, the audit procedure for living quarters hygiene, the electrical lockout procedure, PERSONNEL HSE competence,...). The recovery or intervention measures shall include EQUIPMENT (such as the sick bays, the firefighting EQUIPMENT,) and procedures (such as the medical evacuation procedure, the fire fighting procedures,).

CONTRACTOR shall submit his initial HSE risk evaluation to COMPANY for approval before COMMENCEMENT DATE, demonstrating that the HSE risk associated with the performance of the SERVICES is as low as reasonably achievable.

COMPANY reserves the right to require third party verifications of specific elements of the risk evaluation made by CONTRACTOR.

3.5 Risk reduction

CONTRACTOR shall continuously upgrade his HSE measures as a result of his HSE improvement plan (refer to Article 10 of this HSE Document) and as required by COMPANY.

3.6 PERSONNEL's involvement

CONTRACTOR shall continuously reinforce, during the performance of the SERVICES,



- his PERSONNEL's awareness of the HSE risks and
- His PERSONNEL's knowledge of the associated control and recovery measures.

This reinforcement, in addition to formal training, shall be done with procedures such as:

- HSE induction,
- regular meetings and inspections,
- drills,
- work permits system,
- job risk analysis,
- employees interactive safety control,
- Reporting system.

4. SUBCONTRACTORS AND SUPPLIES CONTROL

CONTRACTOR shall have a selection and control system to ensure that his SUBCONTRACTORS fully comply with the HSE requirements of this CONTRACT.

CONTRACTOR shall have a control system to ensure that any EQUIPMENT, material, product, consumable, mobilized or utilized for the SERVICES fully comply with the HSE requirements of this CONTRACT.

5. OPERATIONS CONTROL

5.1 General

5.1.1 WORKSITE access

CONTRACTOR shall ensure that anybody proceeding to the WORKSITE

- is registered in the muster list when coming in or out
- wears the proper personal protective EQUIPMENT
- Has received a safety booklet containing the general HSE rules for the site covering the alarm system and the muster locations, the WORKSITE organization of responsibilities, work control, the prohibition of alcoholic beverages or illegal drugs, smoking in designated areas only, housekeeping
- receives an induction safety course

5.1.2 Alcohol and drug prohibition at Work Site

5.1.3 Smoking restriction at Work Site

5.1.4 Personnel protective EQUIPMENT (PPE)

CONTRACTOR PERSONNEL shall always wear personnel protective EQUIPMENT suitable for the type of work being carried out at the WORKSITE.

CONTRACTOR shall maintain at the WORKSITE, to meet the above condition, sufficient stock of PPE such as:



- safety helmet, work clothes, safety shoes, protective gloves for standard activity,
- EQUIPMENT for welding, working on live electrical EQUIPMENT, cementing, handling toxic and corrosive materials, and working in noisy areas,
- breathing canister masks for evacuation purpose,

5.2 Special Operations

5.2.1 Work permit

CONTRACTOR shall have a work permit system.

CONTRACTOR shall review his work permit system and any other WORKSITE permit system with COMPANY to determine the overall work permit system to be used at the WORKSITE.

Before the performance of any special operation, a work permit shall be established with all the involved PERSONNEL to ensure that such operation will be carried out with:

- full awareness of risks and refreshed knowledge of control and recovery measures by all concerned
- competent PERSONNEL,
- written procedures,
- Specified and inspected EQUIPMENT.

The list of qualified CONTRACTOR's PERSONNEL and specific procedures for the work performed shall be attached to such permits.

CONTRACTOR shall ensure that a **hot work permit** has been established before any welding, burning or spark-producing work is performed because of the work itself or because of adjacent operations.

CONTRACTOR shall ensure that a **work permit** has been established before starting activities such as:

- entering confined spaces
- working on pressurized enclosures
- working on electrical systems
- working on safety systems
- work involving hazardous or toxic materials (including radioactive sources, explosives and contaminated atmosphere)
- special lifting operation
- work in unguarded-unprotected areas
- work over Tanks, Silos etc

In particular, the work permit shall include an isolation requirement for any work on EQUIPMENT, or close to EQUIPMENT that may be remotely activated.

5.2.2 Operations with oil based mud

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Potential risks:

Fire and explosion, falls, pollution

CONTRACTOR's control and recovery measures:

Firefighting instructions: the standard firefighting instructions will be modified to take into account the additional risks when using oil-based mud.

Fall control: all stairs and work areas on which oil based mud is liable to fall will be either made of non-slip plates or covered with efficient non-slip materials.

Pollution control: EQUIPMENT shall be sealed and drained and particular care will be taken to protect the environment against oil based mud wastes.

5.2.3 Operations with H2S suspected of being present in the formation to be drilled

Potential risks:

- Fatal intoxication

CONTRACTOR's control and recovery measures:

- Toxic gas detection:

PERSONNEL working on the drill floor and in the mud pits and mud pumps areas will be provided with portable H 2 S detectors.

The alarm setting of the detectors and system will be 10-PPM H 2 S.

- Breathing apparatus: Unless otherwise specified
Canister masks for evacuation purpose will be provided to PERSONNEL on board plus 20 % additional masks.
- either Self Contained Breathing Apparatus (SCBA) with compressed air for one hour duration before recharging or a face mask connected by a hose to a compressed air system with a minimum of four hours duration, will be provided for PERSONNEL liable to enter an H 2 S polluted area. Two (2) Sets will be the minimum required for the unit.
- Safety rules: the safety rules and the muster roll which are given to all personnel on board will be amended to include the possibility of H 2 S pollution and the carrying & using of canister masks.

The operating instructions will be amended to include the use of self-contained breathing sets.

- Training: CONTRACTOR PERSONNEL present on board the RIG must be trained in H 2 S hazards and use of canister masks. CONTRACTOR shall verify that all PERSONNEL on the WORKSITE has received similar proper training and shall report to COMPANY REPRESENTATIVE any non- conformity.

5.2.4 Operations with explosives

(Whenever explosives are provided by CONTRACTOR for the performance of the SERVICES)



Potential risks:

- Inadvertent detonation of explosive under shock, heat or firing system inadvertently activated.
- Projections upon gun systems retrieval from the hole due to trapped pressure.
- Loss or theft of explosives.

CONTRACTOR's EQUIPMENT:

- Explosives in their packages shall be classified in United Nations hazard division UN-1.4S.
- If a specific explosive is not available in hazard division UN-1.4S from the world market, as satisfactorily documented by CONTRACTOR, it may be obtained solely in the next UN hazard divisions.
- Gun systems shall be such that upon retrieval internal pressure can be safely bled down.
- The wireline firing system shall be an Exploding Bridge Wire (EBW) type or an Exploding Foil Initiator (EFI) type without primary explosive or an electrical detonator type containing primary explosive with a DC resistance of 50 Ohms and a no-fire current greater than 200 mA.
- The tubing conveyed firing system shall have two independent actions to initiate the detonator, One of which being a down hole parameter such as well pressure.
- Explosive containers shall be clearly labeled and meet the specifications of the applicable regulations. Inventory keys and movement shall be closely coordinated with COMPANY and other relevant contractors.
- Detonators must be segregated in a separate store.

Written procedure:

CONTRACTOR shall demonstrate that his written procedure matches the recommended practices for oilfield explosives safety (API RP 67) of the American Petroleum Institute (API), dated March 1 - 1994 or its most recent revision.

Assured competence:

The entire operation with explosives shall be conducted by CONTRACTOR PERSONNEL with documented competence. Certificates and reference training documentation shall be provided to COMPANY when requested.

5.2.5 Operations with radioactive sources

(whenever radio-active sources) are provided by CONTRACTOR for the performance of the SERVICES)

Potential risks:

- Irradiation
- Down hole contamination
- Mud contamination
- Loss or theft of radioactive material



CONTRACTOR's EQUIPMENT:

- The down hole radioactive source shall be an electronic generator that is not radioactive when not energized or a chemical source that is radioactive all the time with its radioactive material integrated in blocks of ceramic or glass.
- The wire line EQUIPMENT shall be such that the radioactive sources can be fished with the cut and thread method.
- The logging while drilling EQUIPMENT shall be such that the radioactive sources can be fished with A line through the stuck drill string.
- The radioactive containers shall be clearly labeled and meet the specifications of the applicable regulations. In marine and fluvial transportation, an acoustic beacon and a water buoy shall be integrated in the radioactive containers. On WORKSITE, the radioactive sources may be stored in the transport container for a few days or they may be stored in a permanent radioactive container for the duration of the well and beyond.

Inventory, keys and movement, shall be closely coordinated with COMPANY and other relevant contractors. On WORKSITE, the access to the radioactive containers shall be controlled within a limit where the dose equivalent rate is 2.5μSv/hour above background.

In case of any onshore installation this permanent radioactive container shall be fixed to the installation

Written procedure:

CONTRACTOR shall be able to demonstrate that his written procedure provides an effective control of the risks identified at the beginning of this Article 5.2.5.

Assured competence:

The entire operation with radioactive sources shall be conducted by CONTRACTOR PERSONNEL with documented competence. Certificates and reference training documentation shall be provided to COMPANY when requested.

5.3 Dangerous products

5.3.1 Material safety data sheet

CONTRACTOR shall maintain an inventory of hazardous materials or substances that are used at the WORKSITE such as:

- mud and treatment products,
- cement products,
- corrosion protection,
- explosives,
- radioactive materials
- combustibles



- solvents and paints
- compressed gases

CONTRACTOR shall make readily available, for each of these hazardous materials, a material safety data sheet- MSDS- to reinforce awareness of the HSE risks and knowledge of the control & recovery measures by all concerned.

5.3.2 Procedures

CONTRACTOR shall ensure that dangerous products and dangerous wastes are well identified, segregated, transported, stored, and handled in a clean and safe way, according to written procedures.

On onshore rigs, the International Association of Drilling Contractors (IADC) rules for dangerous products apply.

5.4 Documentation

5.4.1 Documentation control

CONTRACTOR shall have a system to ensure that his HSE related documents and records are identified, verified, up to date, and available at the WORKSITE.

5.4.2 Reference documents

These documents shall comprise reference information such as:

- HSE applicable regulations
- HSE management system, policies and procedures
- Technical file
- Construction portfolio (onshore only)
- Training manual and training aids
- Emergency response plan and drills
- Maintenance manual
- API reference documents

5.4.3 Monitoring / history records

These documents shall comprise monitoring / history record files such as:

- Risk evaluation records
- HSE meetings reports
- Work Permits
- Inventory / movement of dangerous goods
- Competence records of all CONTRACTOR PERSONNEL
- HSE log book to register the HSE drills and the periodical tests and maintenance of the HSE EQUIPMENT
- Incident / accident reports



- HSE audit reports and follow-up
- Inspection and test certificates
- Modification authorizations
- HSE improvement plans

6. TRAINING AND COMPETENCE

1.1. Training and competence system

CONTRACTOR and his SUBCONTRACTORS shall have a formal training and competence assurance system covering all the awareness, knowledge, and skills required for the performance of the SERVICES.

This system shall include an HSE training matrix relevant to risk exposure covering the type of participants, the course levels, the refresher courses, and periods. The matrix shall include HSE subjects such as:

- HSE Risk identification and analysis (unsafe act auditing, job risk analysis, cause tree analysis, work permit, environment awareness, ...)
- Personnel Fitness (periodical medical check-up, vaccinations, malaria prevention, ...)
- General operation safety (stepping-handling-lifting, personal protective EQUIPMENT, working at heights, ...)
- Pressure safety (compressed air, high-pressure circuits, pressure vessels, pressurized operations, ...)
- Hazardous Materials safety (H2S hydrogen sulphide, explosive mixtures, asphyxia mixtures, radioactive materials, nitrogen, mud products, treatment products, cements, drugs and alcohol, ...)
- Electricity safety (earth, lockout tag out, classified zones 1-2, ...)
- Logistics safety (lifting gear, crane, forklift, container, air, marine, motor vehicle transportation, personnel lifting, heliport safety, ...)
- Mechanical safety (welding, cutting, sand blasting, painting, handling- tripping tubular, ...)
- First aid
- Fire fighting
- Onshore safety (onshore safety induction, ...)

In order to increase the skills of Personnel and by COMPANY'S request , CONTRACTOR at its own cost shall held the training courses For 3 engineers of the COMPANY Personnel in related to H2S Services . Courses should have high quality and must be held by overboard well known organization .Valid certification must be award to participate.

Contractor is responsible for the cost of all training, all cost and fees for such course including air tickets to/from, food, accommodation, insurance, medical cares, training materials, etc. of the trainees, will be borne by contractor at no cost for Company.

7. EMERGENCY PREPAREDNESS



7.1 Emergency system

CONTRACTOR shall have a system to identify the potential HSE emergencies associated with the performance of the SERVICES and to ensure the readiness of the recovery measures.

Potential HSE emergencies may include:

- fire and explosion
- blowouts
- spills and unplanned releases of produced fluids and gases or other materials
- missing person, man overboard
- WORKSITE injury, outbreaks of disease, need for medical evacuation
- marine, aviation and motor vehicle accidents
- loss of stability
- total power failure
- security breaches and sabotage, civil disorder, war
- earthquakes, hurricanes and other natural events
- loss of radioactive material or explosive materials, radioactive source abandonment
- pollution prevention

CONTRACTOR shall enforce alarm signals to communicate various emergency situations. CONTRACTOR's emergency plan shall be documented and provided to COMPANY upon request.

7.2 Emergency co-ordination

The CONTRACTOR initial emergency responses shall be reviewed with COMPANY to co-ordinate the mobilization of the following resources into a complete emergency response plan:

- the community (firemen, hospitals and doctors, police force, coast guards, authorities, ...)
- specialized contractors (medical evacuation, security measures, nuclear search, ...)
- COMPANY resources (spill emergency response, medirescue, ...)

7.3 Fire protective EQUIPMENT and life saving EQUIPMENT on onshore operations

CONTRACTOR's fire protective EQUIPMENT shall comply with the requirements of the certification of the marine support used in the performance of the SERVICES.

7.4 Fire protective EQUIPMENT and life saving EQUIPMENT on onshore operations

CONTRACTOR's firefighting EQUIPMENT shall comply with the following minimum requirements:

Basic firefighting stock for immediate action:

- Fuel oil storage area: 1 x 50-kg Dry Powder extinguisher
- Generator sets: 1 x 6-kg CO 2 extinguisher



- Electrical switchboard: 1 x 6-kg CO 2 extinguisher
- For site as a whole: 2 x 50-kg Dry Powder wheeled units

Gas detection

A gas detection system provided, apart from any other gas detection, which may be used by the geologists.

This system will consist of a permanent monitoring of gas detection in the vicinity of the EQUIPMENT. An alarm will be given by a visual signal at the drill floor at 20 % of LEL. A second alarm will be raised at 60 % of LEL by a visual alarm and a siren. This alarm will be received in the office or will be powerful enough to be received in the office.

8. INCIDENTS, ANOMALIES AND CORRECTIVE ACTIONS

8.1 Incident-anomaly system

CONTRACTOR shall have a system to report, analyze, and remedy to:

- Occupational events or chains of events, which have caused injury / illness and/or environmental damage and/or material loss (accidents, incidents);
- Occupational events (near miss incidents) or conditions (anomalies) having the potential to cause accidents

8.2 Incident-anomaly reports

CONTRACTOR shall report to COMPANY the incidents and anomalies associated with the performance of the SERVICES in particular:

- abnormal conditions
- adverse weather conditions

CONTRACTOR shall report the potential consequences on people, the environment and material of anomalies and incidents, in addition to the real consequences of incidents.

In case of human victims, CONTRACTOR shall report the following data, as applicable:

- victim's name, age,
- employer's name
- date of the first full day of incapacity to work,
- date of return to the same work capability as before the incident (confirmed by a medical doctor or by actual return to work) or the date of death.

The lost workdays of each victim shall be determined by the number of calendar days separating the first full day of incapacity to work and the date of return to the same work capability as per the latest edition of the E&P FORUM "Safety Incident Reporting System users Guide".



There are no lost days associated with a fatality.

8.3 Analysis and remedial action reports

CONTRACTOR shall report to COMPANY his analysis of the causes for the above incidents and anomalies.

CONTRACTOR shall use the "Cause tree analysis" method when the consequences, real or potential, are high. This method is described in the "analysis and reporting of incidents" section of the "Encyclopedia of Occupational Health and Safety" produced, in 1997, by the International Labor Office (ILO).

8.4 Integrated incident-anomaly report

CONTRACTOR shall integrate in his HSE improvement plan, defined in this HSE Document article 10, the following information on incidents and anomalies:

- the monthly man-hours worked by his PERSONNEL under this CONTRACT
- the review of all incidents and anomalies associated with the performance of the SERVICES
- the corresponding corrective actions done and planned

CONTRACTOR shall use the terminology defined in the latest edition of the specification TOTAL EXPLORATION PRODUCTION SP-SEC-502 when reporting the above information in his HSE improvement plan.

9. AUDITS AND INSPECTIONS

9.1 Audits and inspections by CONTRACTOR

CONTRACTOR shall have a system of periodic audits and inspections for:

- the health of his PERSONNEL (pre-employment, regular, special and catering crew medical examinations, vaccinations, noise survey, hygiene inspections, potable water testing, as per Article 3.3 of this HSE Document "Local data".)
- the competence and training of his PERSONNEL
- his Safe Working and HSE management procedures (in particular the work permit compliance with and effectiveness)
- the emergency response systems
- the preventive maintenance of his EQUIPMENT
- the status of his statutory certifications
- the physical control of his dangerous goods
- the effect of his activity on the environment

9.2 Inspections and tests certificates



CONTRACTOR shall maintain valid inspection and test certificates available on RIG for the following items, throughout OPERATIONAL PERIOD:

- pressure vessels, HP lines and production-test lines, PSV
- lifting appliances and shackles,
- extinguishers,
- lifesaving appliances
- anchors, chains and/or mooring lines,
- Marine support registration certificate, classification certificate (as applicable).
- Detectors calibration
- BA Hydrostatic test
- Compressors
- Documents related to the laboratory issuing calibration certificates

9.3 Records / documentation

CONTRACTOR shall keep the record of all the audits and inspections in the proper logbooks
CONTRACTOR shall communicate to COMPANY the plan, the result and the corrective actions associated with his audits and inspections relevant to the CONTRACT, as a part of his HSE improvement plan (refer to Article 10 of this HSE Document).

9.4 API reference documents

CONTRACTOR shall use as reference documents for audits and inspections the current edition of API documents at EFFECTIVE DATE and in particular, those listed hereafter. These documents shall be available on the RIG on COMMENCEMENT DATE:

For onshore rigs:

API Spec 4F	Specification for drilling and well servicing structures.
API RP 4G	Maintenance and use of drilling and well servicing structures.
API Spec 6D	Specification for pipeline valves (steel gate, plug, ball and check valves). API
Spec 9A	Specification for wire rope.
API RP 9B	Recommended Practice on application, care, and use of wire rope for oilfield service.
API Spec 13A	Specification for oil well drilling fluid materials.
API RP 13B1&2	Recommended Practice for standard procedure for field testing drilling fluids.



- API Spec 16D Specification for control systems for drilling well control EQUIPMENT
API RP 16E Recommended Practice for design of control systems for drilling well control EQUIPMENT
API RP 51 Onshore oil and gas production practices for protection of the environment
API RP 52 Land drilling practices for protection of the environment
API RP 53 Blowout Prevention EQUIPMENT Systems for drilling operations.
API RP 54 Recommended Practice for occupational safety and health for oil and gas well drilling and servicing operations.
API RP 67 Recommended Practice for oil field explosive safety.

In the event of conflict between these API documents and COMPANY specifications and / or the requirements under this CONTRACT, COMPANY specifications and / or the requirements under this CONTRACT shall prevail over the API documents.

10. HSE IMPROVEMENT PLAN

CONTRACTOR shall have an HSE improvement plan covering at least the following:

- Performance compared to HSE objectives
- Corrective actions to do and done as defined by the following categories of HSE evaluations: risk assessments, drills reviews, incident analysis, audits, inspections, and environmental monitoring.
- Response to HSE comments from local inhabitants, authorities, and COMPANY.

CONTRACTOR shall review his HSE improvement plan with COMPANY every month from EFFECTIVE DATE to COMPLETION DATE.

1. LIST OF REQUIRED DOCUMENTATION

The following documents should be produced and be available to Company Representative

- CONTRACTOR's Safety Management System including HSE policies, HSE plan, SWMS's , JSA and etc.
- CONTRACTOR's Pump Truck Safety Manual(s)
- CONTRACTOR's QA - Manual(s)
- C.V. OF CONTRACTOR's PERSONNEL

پروژه اصلی: انجام عملیات اسیدکاری و آزمایش ۳۰ حلقه چاه آزادگان
با شرکت پترو پارس لیمیتد

موضوع: مناقصه عمومی یک مرحله ای تامین خدمات H2S

شماره مناقصه : ۱۴۰۲-۱۲۱



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پیوست ۴ : لیست تجهیزات

پروژه اصلی: انجام عملیات اسیدکاری و آزمایش ۳۰ حلقه چاه آزادگان
با شرکت پترو پارس لیمیتد

موضوع: مناقصه عمومی یک مرحله ای تامین خدمات H2S

شماره مناقصه : ۱۴۰۲-۱۲۱



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Provision of Equipment's

Item	Description	QTY	
	H2S & LEL Equipment's		
1	Fixed Sensor With Transmitter H2S (4 channel)	6	Nos
2	Fixed Sensor With Transmitter LEL (4 channel)	6	Nos
3	spare Fixed Sensor With Transmitter H2S and LEL (4 channel)	2+2	Nos
4	Electrical cables (connecting sensors with monitor panels)	600	M
5	Visual H2S Alarms (Red and orange flashing lights)	4+4	Nos
	Gas detection system		
6	Personal portable electronic H2S gas detector	13	Nos
7	Spare Personal portable electronic H2S gas detector	2	Nos
8	Portable Electronic HC gas detector	1	Nos
9	Portable multi gas detector (H2S-LEL- CO -O2)	4	Nos
10	Spare Portable multi gas detector (H2S-LEL- CO -O2)	2	Nos
11	Calibration kit	1	Nos
12	Gas Detection Tubes	3	Nos
13	Gas detection pump	1	Nos
14	hand hold Siren	1	Nos
15	None Explosion Siren	2	Nos
16	Hand-held-Gas Tec Plunger Type Gas Detector for sampling	1	Nos
	Respiratory protection system		
17	Self-contained breathing apparatus (SCBA)	23	Nos
18	spare Self-contained breathing apparatus (SCBA)	3	Nos
19	Portable Air Breathing Apparatuses(BA)	13	Nos
20	spare Portable Air Breathing Apparatuses(BA)	3	Nos
21	15 minutes scape sets (personal mask	40	Nos
22	Rack Air storage system (Fixed cascade breathing system (16cyl))	8+8	Nos
23	spare Air Capsule	3	Nos

قرائت شد و مورد قبول واقع شد

پروژه اصلی: انجام عملیات اسیدکاری و آزمایش ۳۰ حلقه چاه آزادگان
با شرکت پترو پارس لیمیتد

موضوع: مناقصه عمومی یک مرحله ای تامین خدمات H2S

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24	Regulator	12	Nos
25	Manometer	6	Nos
26	Fixed point (panel board) LEL gas detection system & H2S detection system (16 channel) (Sixteen-channel control panel	1	Nos
27	Explosive proof fan (Bug Blower)	3	Nos
28	Outdoor Air Quality Test Kit	1	SET
29	Manifold	8	Nos
30	50 ft. High Pressure Air Line Hoses	2	200 m
31	50 ft. Low Pressure Air Line Hoses	3	200 m
32	Breathing air compressor electrical	1	Nos
33	Breathing air compressor Diesel Bauer junior ii	1	Nos
	Safety Equipment		
34	H2s Sample gas	2	2 Lit
35	Methane Sample gas	5	Lit
36	Anemometer Device	1	Nos
37	Wind gauge Cloth	5	Nos
38	Wind gauge stand	2	Nos
39	Safety Signage and warning Flags (H2S Danger-Well condition and safe	20	Nos
40	Connectors	36	Set
41	First aid kit	1	Nos
	unit Common Equipment		
42	Computer system	1	Nos
43	UPS	1	Nos
44	Cooler - EX	1	Nos
45	Refrigerator & Rubbish bin & Tools Box	1+1+1	Nos

***Operation Rate:**

Operation charge for H2S UNIT shall be applicable when operation start after
COMPANY SITE REPRESENTATIVE approval till release equipment

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موضوع: مناقصه عمومی یک مرحله ای تامین خدمات H2S

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بخش چهارم : جدول نرخ



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موضوع: مناقصه عمومی یک مرحله ای تامین خدمات H2S

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لیست اعلام قیمت به ازای یک پکیج سرویس H2S با حضور دستگاه حفاری

ردیف	شرح کالا	تعداد	حجم تقریبی برآورد	قیمت واحد بر مبنای یک روز/یک نفر/روز/یک مرتبه	قیمت کل
۱	تجهیزات مطابق شرح کار	یک مجموعه	روز ۲۰۰		
۲	سوپروایزر H ₂ S	نفر ۱	روز ۲۰۰		
۳	اپراتور H ₂ S	نفر ۱	روز ۲۰۰		
۴	انتقال کلیه تجهیزات و نفرات به استان خوزستان و ایلام (MOB)	یک مجموعه	مرتبه ۲		
۵	انتقال کلیه تجهیزات و نفرات از استان خوزستان و ایلام (DEMOB)	یک مجموعه	مرتبه ۲		
۶	جابجایی چاه به چاه درون میادین نفتی	یک مجموعه	مرتبه ۳		
	جمع کل				

تاریخ شروع عملیات، آماده به کار بودن تجهیزات و پرسنل براساس استانداردها و الزامات شرکت ملی نفت ایران (و به تبع آن کارفرمایان اصلی پروژه از قبیل شرکت های مناطق نفت خیز جنوب، شرکت مهندسی و توسعه نفت، شرکت سروک آذر، شرکت پتروپارس و ...) می باشد.

در صورتیکه تجهیزات پیمانکار توسط کارفرما بین میادین نفتی جلیجا شود، تنها پنجاه درصد نرخ اعلام شده برای MOB & DEBOB به پیمانکار پرداخت خواهد شد.

پیمانکار مکلف است بنا بر درخواست کارفرما حداقل دو پکیج سرویس H₂S و نیز پرسنل متناظر آنرا ظرف مدت ۴۸ ساعت پس ابلاغ به ایشان تامین کند.



پروژه اصلی: انجام عملیات اسیدکاری و آزمایش ۳۰ حلقه چاه آزادگان
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موضوع: مناقصه عمومی یک مرحله ای تامین خدمات H2S

شماره مناقصه : ۱۴۰۲-۱۲۱

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لیست اعلام قیمت به ازای یک پکیج سرویس H2S بدون حضور دستگاه حفاری

ردیف	شرح کالا	تعداد	حجم تقریبی برآورد	قیمت واحد بر مبنای یک روز/یک نفر/روز/یک مرتبه	قیمت کل
۱	تجهیزات مطابق شرح کار	یک مجموعه	روز ۱۲۰		
۲	سوپروایزر H ₂ S	یک نفر	روز ۱۲۰		
۳	اپراتور H ₂ S	یک نفر	روز ۱۲۰		
۴	انتقال کلیه تجهیزات و نفرات به استان خوزستان و ایلام (MOB)	یک مجموعه	مرتبه ۲		
۵	انتقال کلیه تجهیزات و نفرات از استان خوزستان و ایلام (DEMOB)	یک مجموعه	مرتبه ۲		
۶	جابجایی چاه به چاه درون میادین نفتی	یک مجموعه	مرتبه ۵		
جمع کل					

تاریخ شروع عملیات آماده به کار بودن تجهیزات و پرسنل براساس استانداردها و الزامات شرکت ملی نفت ایران (و به تبع آن کارفرمایان اصلی پروژه از قبیل شرکت های مناطق نفت خیز جنوب، شرکت مهندسی و توسعه نفت، شرکت سروک آذر، شرکت پتروپارس و ...) می باشد.

در صورتیکه تجهیزات پیمانکار توسط کارفرما بین میادین نفتی جلیجا شود، تنها پنجاه درصد نرخ اعلام شده برای MOB & DEBOB به پیمانکار پرداخت خواهد شد.

پیمانکار مکلف است بنا بر درخواست کارفرما حداقل دو پکیج سرویس H₂S و نیز پرسنل متناظر آنرا ظرف مدت ۴۸ ساعت پس ابلاغ به ایشان تامین نماید.

پروژه اصلی: انجام عملیات اسیدکاری و آزمایش ۳۰ حلقه چاه آزادگان
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موضوع: مناقصه عمومی یک مرحله ای تامین خدمات H2S

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بخش پنجم: فرم مشخصات و اسناد قانونی شرکت /پیشنهاد دهنده

پروژه اصلی: انجام عملیات اسیدکاری و آزمایش ۳۰ حلقه چاه آزادگان
با شرکت پترو پارس لیمیتد

موضوع: مناقصه عمومی یک مرحله ای تامین خدمات H2S

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مشخصات قانونی شرکت (پیشنهاد دهنده)

	نوع شرکت
	نام شرکت
	تاریخ ثبت
	محل ثبت
	تاریخ تأسیس
	تابعیت شرکت
	مالکیت شرکت
	شماره ثبت
	شماره و تاریخ اظهارنامه ثبتی
	سرمایه شرکت
	تعداد سهام
	مدت شرکت
	مرکز اصلی شرکت
	مدیر عامل
	سهامداران شرکت
	صاحبان حق امضاء مجاز
	مدیران شرکت
	شماره (کد) اقتصادی
	شماره عضویت اتاق بازرگانی
	شماره کارت بازرگانی
	تاریخ صدور کارت بازرگانی