Abraj Energy Services S.A.O.G.

Tender No. PC.260802.BS.8000681

Master Services Tender
For Construction of Radio-active Source Storage Area

T1, Invitation to Tender

1. INVITATION TO TENDER

Abraj Energy Services SAOG "the Company" invites 'Bidder' to Tender for the Work or Services in accordance with the terms and conditions set down in the Tender Documents. If you are a successful Bidder you shall be required to enter into a Contract in accordance with the Form of Agreement.

Tender Name: PC.260802.BS.8000681, Construction of Radio-active Source Storage Area

Contract Period: 3 Months + 3 Months Optional

The Tender Documents shall comprise the following Sections:

Section 1: Below documents T1, T2, T3 are redundant after award and will not be part of the Contract

T1- Invitation to Tender

T2- Instructions to Bidders

T3- Data to be submitted by Bidders

Section 2: The final Contract Documents after award

C1- Form of Agreement

C2- Standard Terms and Conditions

C3-Special Terms and Conditions

C4-Scope of Work

C5-Schedule of Rates

C6-HSE

C7- ICV – If Applicable

C8- Procedures for Contractors

Proposals shall be submitted electronically through the SAP Ariba System. A submission link will be provided to each invited Bidder. Proposals must be uploaded within the date and time specified in SAP Ariba.

Yours faithfully,

For Abraj Energy Services S.A.O.G.

Abraj Energy Services S.A.O.G.

Tender No. PC.260802.BS.8000681

Master Services Agreement
For Construction of Radio-active Source Storage Area

T2, Instruction to bidders

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1. INSTRUCTIONS TO BIDDERS

1.1 Tenderer Registration

All nationally registered companies shall submit a copy of a valid Joint Supplier Registration System (JSRS) certificate as a prerequisite to participate in the Tender. Failure to do so will result in the Tenderer being disqualified from participating in the tendering process. Registration can be made online via https://businessgateways.com.

A foreign company wishing to engage in commercial activity in the Sultanate of Oman is required to conform to all registration requirements as applicable to the Work/Services under Omani Law. If a Tenderer is a foreign entity, it shall provide Company with a copy of its local commercial registration or equivalent thereof issued by the competent authorities in its country of registration as part of Tenderer's bid submission. If required under Omani Law, the successful Tenderer shall submit a copy of the Agency Certificate or the Commercial Registration Certificate issued by the Ministry of Commerce and Industry, within 30 working days from the date of the Letter of Award.

Foreign companies, who are not nationally registered with JSRS, and would like to participate in the tendering process, are not required initially to submit a valid JSRS certificate. However, if they are successful in the Tender, the Tenderer shall be required to provide documentary evidence within 7 working days of the Letter of Award/Contract that they have applied for the JSRS certificate. The original JSRS certificate shall be submitted to Company for verification within 2 week's time from the date of the Letter of Award/Contract.

In special circumstances where Company buys Materials or Equipment directly from foreign companies abroad, Company shall review the JSRS registration requirement on a case to case basis taking into account of the quantities and value of the Materials or Equipment required, frequency and other relevant factors, and notify the Tenderers accordingly if application for JSRS certificate is still required at the time of award.

1.2 General

Bidders must notify the Company immediately if they find discrepancies omissions or ambiguities in the description of the services or specifications of goods.

Bidders should note the restrictions set out in the Contract regarding the subcontracting and assignment of any part of the Contract to other companies.

Bidders should also note those terms peculiar to the conducting of services in the Sultanate of Oman, including the requirements set out in the Contract for use of Omani supplies, equipment, machinery, consumables, Omani workers and subcontractors, and the importation of materials, equipment and consumables.

By submitting a Tender, the Bidder is deemed to have made the necessary allowances in the Tender Price for adhering to all laws, rules, regulations, Policies, and procedures applicable in the Sultanate of Oman.

Clarification Requests: All questions or communications regarding this Invitation to tender shall be directed by e-mail to Contract@abrajenergy.com before the clarification closing date.

Any addendums, clarifications or any other correspondence will be issued and sent via e-mail/SAP Ariba to all Bidder during the tendering period.

The Tender Documents and all Tender submissions are to be made in the English language.

1.3 Expression of Interest

The bidder will confirm the Express of Interest (EOI) for the Tender as per Annexure-01 and provide the documents as per following:

To register your interest please complete the forms listed below duly signed by authorized signatory and submitted within three (3) days of reviewing the Invitation to Tender (ITT) to: Contract@abrajenergy.com

1. Annexure-02 Interest to Participate in Tender and Confidentiality Declaration (Form #AES-02) 2. Annexure-03 Declaration to Comply with Company Requirement (Form # AES-03)

1.4 Confidentiality

All recipients of tender documents (whether they submit Tenders or not) shall treat the details of the documents as private and confidential.

During the tender period, the Bidder shall not communicate with anyone related to or deemed to be related to the owner or custodian of the project unless expressly so directed by the Abraj Contract department or where such communication shall constitute an enquiry as set down in these instructions.

1.5 Clarification Requests

All Clarification Requests regarding this Tender shall be submitted by Bidder in the format as included in Annexure 06.

All requests for clarification must be submitted no later than 6 calendar days prior to the bid submission closing date. Any request received after

that deadline may, at the Company's discretion, be declined. Responses to accepted clarification requests will be issued to all tenderers simultaneously.

Any request for extension of the bid submission deadline must be received no later than 6 calendar days before the original bid closing date. The Company (Abraj) reserves the right to grant or reject such extension requests, and if granted will notify all tenderers accordingly.

Addenda to the Tender Documents may be issued prior to the date of delivery of Tenders for the purpose of amending or clarifying the Tender Documents. Should there be any doubt or obscurity as to the meaning of the Tender Documents, or as a request for a site visit, or as to anything to be done under the Contract or concerning these instructions, or any other matter, the Bidder must set forth in writing such doubt or obscurity and deliver the same to Abraj not later than ten (10) working days before the date fixed for the submission of Tenders. If considered appropriate a reply in the form of a Circular Letter or Addendum will be distributed to all Bidders who have obtained the Tender Documents.

Company will endeavour to revert within 2-5 working days from receipt of Clarification submissions.

1.6 Preparation of Bids

The technical Bid should be provide to meet the requirement specified in scope of work.

Any bid exceptions must be attached to the bid. Exceptions to the provisions of the contract will not be accepted by Company for review or negotiation after the bid closing time. Exceptions shall be accompanied by complete information on the nature and extent of the proposed exception and the consequent impacts to the prices, schedule or other aspect of the bid.

Bidders will not be compensated for the cost of preparing a bid, including, without limitation, any travel costs, whether successful or unsuccessful and regardless of whether Company chooses not to award the contract.

Bidders are encouraged to provide any additional information helpful to Company in evaluating their bids.

Bidder shall submit their bid in accordance with Tender documents and provide information as per attached Annexures wherever required.

Bidder shall ensure upon receipt that the copy of the Tender Documents has received in complete and inform if they have not received any of mentioned above to Contract Administration on email address Contract@abrajenergy.com within three (3) days after received of tender invitation.

All copies shall be properly executed, all blank spaces shall be filled in, and any interlineations, alterations, or erasures shall be formally explained and initialed by the Bidder. Failure to comply with these requirements may be cause for rejection of the bid.

Bid may not be considered unless they are in conformity with the Tender Documents. You are specifically advised that evaluation of BID shall include the degree of exceptions taken (if any) to the Body of terms and conditions.

Bidder shall confirm acceptance of the proposed terms and conditions together with any exceptions, clearly shown in the Tender documents. Partial or incomplete BID received after the stated due time may be rejected.

Each Bidder shall give the full legal name, registered number, place of incorporation and registered office address of the Bidder. Where the Bidder operates under any trading name this also shall be stated, as shall be any trading or mailing address if different to the registered office address.

BID shall be written in English and labelled with the name of the part inside.

The Technical Bid shall include, but is not limited to, the following information:-

a. Maximum technical information of all the services or equipment covering the Scope of work as per T3 technical criteria.

b. Specification, brand name, manufacturer name, material detailed, etc.maximum information of each component or part of all equipment or assembly of Equipment.

c. List of Certificates. If possible, sample of certification.

d. Country of Origin of Raw Material and Assembly of equipment.

e. Product drawing or assembly drawing with maximum information.

f. Part Catalogue or Product catalogue.

g. Manufacturer experience detailed.

h. List of Customer to whom you are dealing.

i. Any other information which can be useful for technical evaluation of scope of work as per attached.

j. For any additional Item or scope of work should be specified with optional price.

k. Bidder should provide detailed product specification along with catalogue copy in Technical BID.

l. All items should be supplied as per latest standard of American Petroleum
Institute.

m. This is general standard of the equipment required in Oil and Gas Industries.

n. Purchaser should have right to select line item in the bid.

o. The Technical Tender shall not contain any pricing information.

p. Deviation to our requirement will be marked separately and any change in price will be provided in Commercial bid. Refer to T3

The Commercial Bid shall include, but is not limited to, the following information:-

a. Submit your price for the Tender in accordance with the Price Schedule provided in SAP Ariba.

b. Provide Delivery period. - Abraj expects to get better delivery and the delivery is one of the criteria of commercial evaluation.

c. Provide clear delivery term.

d. Packing charges if any required.

e. Identify the manufacturer of each equipment item or assembled unit, where applicable.

f. Country of origin of each item of Equipment or assembly of Equipment where applicable.

g. Include any further commercial details that support evaluation of the full Scope of Supply or Scope of Services.

h. Commercial Part shall be submitted with prices and rates in US $/OMR taking into account the Works to be executed with terms and conditions included herein.

i. Technical and Contractual Part shall be submitted with the format and content specified hereinafter. No prices shall be indicated in the technical and contractual part.

j. If any deviation included in the commercial part, the bidder shall clarify the cost impact if any against each deviation. The cost impact is the reduction in the rate which the Bidder will provide in case Abraj accepts the deviation request. Refer to T3

1.7 Visit to the Site (If Required)

The Bidder must visit the Site and obtain, at his own expense, all information necessary for preparing a Tender. He must carefully examine the Tender Documents and satisfying himself as to the tasks, risks, obligations and responsibilities to be undertaken in the Contract, form and nature of the entire areas in which the Works are to be carried out, the means of access to the Site and in general all other matters which may affect his tender.

Any neglect or failure on the part of the Bidder to obtain reliable information at Site or elsewhere or on any other matters affecting the execution and completion of the Works of this Contract shall not relieve the accepted Bidder from any risks or liabilities or from the responsibilities of completing and handing over the works.

Abraj Energy Services will arrange a guided Site Visit and a notice to this effect will be issued during the tendering period. The Bidder shall contact Contract Administrator/ Contract Engineer through Email regarding the time and date of the guided Site Visit and bidder has to comply with Abraj HSE policy.

Any of the employees, servants or agents of the Bidder will be allowed by Abraj to enter the site and his premises and land for the purposes of inspection and examination strictly on condition that such persons, firms or companies will indemnify the Company and his servants and agents from and against all liability arising out of any personal injury, fatal or otherwise, loss or damage to property and any other loss directly or indirectly attributable to the said inspection and examination.

1.8 Submission of Bids

The Tender shall be submitted in two part: one comprising a Technical Tender and one containing the Commercial Tender. The Technical Tender shall contain all the required documents requested in the Tender Documents excluding any financial references. The Commercial Tender shall contain all financial documents and information. Bidders who fail to adhere to this requirement will result in the disqualification of their Tender

The Bid Form together with all information and documentation shall be completed and submitted by email only.

The bidder must affix its initialed company stamp to every page of its original Tender submission which should include all parts of the Tender Documents. The original shall be clearly marked “ORIGINAL”

Bidders not complying with the requirements of the Bid Form and the submission and delivery of the bids may be deemed non-responsive to the Invitation to Tender and their bids may be excluded from further consideration.

The Bidders should submit the bids which should be signed by Authorized person of the company and company may verify if it is required from CEO or Owner of bidder or any other Agencies e.g. Chamber of Commerce.

No deletions or erasures may be made in the list of prices and the schedule of categories. Any correction in the prices etc. shall be re-written in numbers and words and signed by the authorized person.

The bidder may not delete or modify any clauses or technical specifications irrespective of the nature of such modification.

Any special conditions or modifications shall be sent in or attached with a separate letter kept in the tender envelope. A reference shall be made to this letter in the bid itself. No other alternative shall be acceptable.

The price schedule shall specify whether the item is manufactured in the Sultanate of Oman or abroad. Inaccuracy of the information submitted, partly or fully, shall lead to the rejection of the item without prejudice to the Abraj Tender Committee's right to deprive the bidder of the facility to deal with other tenders of the Company within a period specified by the relevant Abraj Tender Committee (ATC), depending on the situation of each case.

The prices quoted by the bidder in the schedule of categories shall include and cover all the expenses and liabilities, irrespective of their nature, to be incurred or met in respect of each clause and shall also include those involved in the completion, delivery and maintenance if required, of all the works during the period of guarantee and maintenance.

The final calculation shall be done on the basis of these prices irrespective of fluctuations in the market, the customs duty and other duties and taxes.

The bidder shall, in case of the submission of one or more alternative offer, ensure that these offers are clear and detailed and referred to in the list of contents.

If the bidder fails to specify the price of an item required to be supplied in the price list, this shall be considered as abstention from participation in the tender in respect of such item.

The prices specified in words shall be accepted. As an exception, the relevant may accept the offer specified in numbers only in the Company's interest.

A bid based on a reduction in the lowest bid by a specified percentage shall also not be acceptable.

To submit the Commercial bid, the following shall be taken into account:

a. If the goods are required to be delivered on board the ship, the price given in the bid shall include the price of the items, adding thereto the expenses for mobilization, transportation and loading in accordance with the FOB system.

b. If the goods are required to be delivered at the port of arrival, the price given in the bid shall include the price of the items, adding thereto the expenses for mobilization, transportation, loading and shipping in accordance with the C & F system.

c. If the goods are required to be delivered at the port of arrival, the price given in the bid shall include the price of the items, adding thereto the expenses for mobilization, transportation, loading, shipping, insurance and unloading in accordance with the CIF system.

d. If the goods are required to be delivered at the stores of the purchaser or the work sites, the price given in the bid shall include the price of the items, adding thereto the expenses for mobilization, transportation and loading, the shipment charges, the insurance cost and expenses on unloading, customs duties, internal transportation and other additional charges.

e. In all cases, the contractor shall bear all the expenses for getting the letter of credit from the Company pertaining to their banker while the Company shall bear the letter of credit opening charges pertaining to its banker in Oman.

Bidders accept full responsibility for ensuring their bids are delivered or submitted to the correct Abraj system SAP Ariba by the specified deadline. Bids submitted to any other address or later than the deadline may not be considered.

Bids received after the final bid submission deadline will be returned unopened to the bidder.

Company expressly reserves the right to extend the bid submission deadline.

1.9 Currency of Contract

The currency of the contract will be in Omani Rials (OMR) or US Dollar. In the case of a tender submitted by an individual or companies abroad, it is permitted to write the prices in foreign currency provided the equivalent Oman currency must be mentioned. Tender in foreign currency without the equivalent Oman currency will be rejected.

1.10 Validity of Tenders

The Bid Proposal shall remain valid and irrevocable for a period of **One Hundred and Fifty (150) days** from the closing date for the submission of Tenders. Company intends to notify all Bidder of the result of their

Tender submission during this period. If Bidder retracts or withdraws its Tender during the period of its validity without receiving authorization from Company, Company may, at its sole discretion, without the need for summons, notice or other legal formalities or exercise any other rights stipulated in the Tender Documents.

In exceptional circumstances, prior to expiry of the original, the procuring agency may request the bidders to extend the period of validity for a specified additional period, which shall not be for more than one third of the original period of bid validity. The request and the responses thereto, shall be made in writing. A bidder may refuse the request without the forfeiture of the bid security. In case, a bidder agreed to the request, shall not be required or permitted to modify the bid, but will be required to extend the validity of the bid security for the period of the extension

1.11 Language of Contract

All correspondence with the Company or the Company' representative shall be in the English Language. Original documents or copies submitted by Tenders, which are not in Arabic or English, should be accompanied by English translation.

1.12 No Alterations

No Alterations to the text of the Tender Documents shall be made except for filling in blanks intended to be filled-in. Failure to fully comply with this instruction may result in the rejection of the Tender.

Any alteration to a unit rate or amount made by the Bidder to correct clerical errors entered by him in the Schedule of Prices and Schedule of Rates during the preparation of the tender must be initialed by the person authorized to sign the Tender prior to the submission of tender.

1.13 QHSE Requirements

The Supplier shall comply with all the HSE requirements of Abraj Energy Services (S.A.O.G). As specified while executing the required supply works. Bidder shall fully describe its HSE record for the last three years. This shall include details of accidents and incidents involving Bidder's personnel and third parties for the activities undertaken by Bidder.

1.14 Bidder Registration Requirements

Registration Link, supplier to make sure to successfully obtain their Vendor Code in SAP Ariba. For any registration support, vendor to send Email to: Contract@abrajenergy.com

1.15 Opening of Tenders

Both Technical & Financial Offers will be opened by Abraj in the tender submission platform SAP Ariba.

1.16 Tender Bond

The Bidder must furnish, as part of his Tender, a Tender Bond in the value of not less than 1% of the Tender Value. If the Bidder submits an alternative Tender, the one percent shall be calculated based on the highest Tender Value. The wording of the Tender Bond shall be as per the prescribed Form of Tender Bond included within the Tender Document. See Annexure-04.

The Tender Bond shall be denominated in Omani currency and shall be obtained from a bank located and registered in the Sultanate of Oman and valid for One Hundred and Fifty (150) days from the latest date fixed for the submission of Tenders. Any Tender not accompanied by a Tender Bond will be rejected.

The Tender Bond of unsuccessful Bidders will be returned on its expiration or after the award of the Contract to the successful Bidder.

The Tender Bond will be forfeited:

i) If a Bidder withdraws his Tender during the period of Tender validity specified in the Tender Documents; or
ii) In the case of a successful Bidder, if the Bidder fails:
   a) to sign the Contract; and/or
   b) To furnish the Performance Bond.

1.17 Performance Bond

Company reserves the right to require Tenderer to provide a performance bond for a stipulated value in the stipulated format provided in Annexure 1 of Section C1, as a condition of award obtained from a Bank registered in the Sultanate of Oman, and valid for the whole of the Contract and Defects Liability Period. The Performance Bond will be retained by the Company during the Contract and Defects Liability Period and will be returned to the Supplier upon the satisfactory completion of the Defects Liability Period. The Performance Bond shall be as per the prescribed "Form of Performance Bond" included in the Tender Document.

1.18 Evaluation of Tenders

After received of Bids, Abraj evaluation Team will conduct evaluation of Bid. Technical and Commercial bids will be evaluated separately by different Evaluation Team. Tender evaluation Strategy of bids will be conducted as per Annexure-07.

1.19 Award contract

Abraj reserves the right to reject all of the bids for any reason and not award the Contract to any Bidder.

Abraj reserves the right to award the Contract to a Bidder other than the lowest Bidder and to negotiate any amendment to the terms of the contract with the successful Bidder.

Abraj reserves the right to seek clarification from bidders during the evaluation process. Bids will be evaluated by Company to determine the best qualified and most competitive.

Bidder taking into consideration all aspects of the bid, including but not limited to:

a. The bidder's technical ability to perform the job to Company specifications and the suitability of the proposed equipment, tools, goods, processes and programs.
b. The rates offered.
c. Bidder's financial integrity, past performance, reputation within the industry.

In the event that Company estimates that the bid price exceeds competitive limits, it may request the bidder to reconsider the bid price with the aim to lower the price, and such a request shall not be considered as a rejection or acceptance by the Company until the validity period specified herein.

Notification of Acceptance: By way of a Letter of Intent to Award/ Contract, Company shall notify the successful Bidder of Company acceptance of its Tender subject to the following conditions precedent: Signing of the Contract.

For the purpose of determining the start dates of the Performance Bond and the Insurances, the date of the Letter of Intent to Award / Contract shall be used unless another date is otherwise stipulated in the Letter of Intent to Award/ Contract. If the successful Bidder fails to submit the documentation per (a) and (b) above within the time period stipulated in the Letter of Intent to Award/ Contract, Company may, at its sole discretion, without the need for summons or notice or other legal formalities, exercise any rights stipulated in the Tender Documents, and notify the successful Bidder that the Contract is, ipso facto, terminated. The Effective Date, as entered in the Agreement, shall be determined at the sole discretion of Company.

ANNEXURE - 01 EXPRESSION OF INTEREST

Abraj Energy Services S.A.O.G.	
FROM:	Supply Chain Department
DOCUMENT:	AES-01 / Expression of Interest
TENDER REFERENCE	PC.260802.BS.8000681, Construction of Radio-active Source Storage Area

Dear Sir/Madam,
You are hereby invited to express your interest (EOI) for the above mentioned tender and confirms the following:

To register your interest please complete the forms listed below duly signed by authorized signatory and submitted within three (3) days of reviewing the Invitation to Tender (ITT) to: Contract@abrajenergy.com

1. Annexure-02 Interest to Participate in Tender and Confidentiality Declaration for Tender
2. Annexure-03 Declaration to Comply with Company Requirement

Please note that all submissions and communications pursuant to this EOI notice shall bear following caption the Tender Reference

Our pre-qualification and tendering processes shall follow your EOI. If we do not receive any response from you on or before the above mentioned date, you will not be eligible to participate in this tender.

Abraj takes this opportunity to wish you all the best and we hope to deal with you soon.

Regards,

Supply Chain Department

Abraj Energy Services S.A.O.G.

ANNEXURE – 02 INTEREST TO PARTICIPATE IN TENDER AND CONFIDENTIALITY DECLARATION FOR TENDER

Abraj Energy Services S.A.O.G.	
FROM:	Supply Chain Department
DOCUMENT:	AES-02 / Interest to Participate in Tender and Confidentiality Declaration for Tender
TENDER REFERENCE	PC.260802.BS.8000681, Construction of Radio-active Source Storage Area

Attention: Contracts Officer

Dear Sir/Madam,

Having reviewed the Tender Document our company would like to register our interest in bidding for above referenced tender.

We the undersigning party (hereinafter called the 'Bidder') hereby represents and warrants to ABRAJ ENERGY SERVICES SAOG, being a company incorporated under the laws of the Sultanate of Oman having its Head Office at Airport Heights – Building No: 500, Complex No:313 - Way No:1308, PO BOX 1156 AZAIBA 130 Sultanate of Oman Sultanate of Oman (hereinafter called the 'Company') to be unconditionally bound by the following terms and conditions with respect to the receipt, review, and treatment of all information and documents provided to the Bidder by or on behalf of the Company, including but not limited to the Tender Documents, in connection with the Tender Reference mentioned above.

1.1. Confidential Information shall mean all knowledge, data or information in connection with this Tender or the Project, which from time to time may be disclosed to the Bidder by Company, or on behalf of Company, in writing, including drawings, magnetic tapes, computer programs or in any other way, as well as all knowledge, data or information derived there from, to the extent that such knowledge, data or information at the time of such acquisition or disclosure is not either already in the unrestricted possession of Contractor or part of public knowledge or literature.

1.2. Confidential Record shall mean all documents and any other material containing Confidential Information.

2.1. The Bidder shall:

(a) preserve and cause its employees, potential Subcontractors and Manufacturers to preserve the secrecy of any Confidential Information;

(b) not disclose, except with the prior written consent of the Company, to any Third Party any Confidential Information or Confidential Record or enable any Third Party to note the fact that the Bidder has been invited to submit a Tender for the work for any purpose other than the performance of the work or the preparation and submission of a Tender for the work;

(c) not, except with the prior written consent of the Company, reproduce, copy or use, or disclose to, place at the disposal of or use on behalf of any Third Party or enable any Third Party to peruse, copy or use, any Confidential Information for any purpose other than the performance of the work or the preparation and submission of a Tender for the work.

2.2. The Bidder may disclose Confidential Information or Confidential Records as required by law or to a court or tribunal of competent jurisdiction if an order for such disclosure is made and, in those circumstances, only to the extent necessary by law or to satisfy such order for disclosure. The Bidder shall notify the Company prior to any such disclosure and shall provide all reasonable assistance as may be requested by the Company to prevent or minimize such disclosure.

2.3. The undertakings under Clause 2.1 above shall continue so far as the Confidential Information in question has:

(a) not become part of public knowledge or literature, or

(b) not been disclosed to the Bidder by a Third Party (other than one disclosing on behalf of the Company) whose possession of such information is lawful and who is under no secrecy obligation with respect to the same.

3.1. All intellectual property rights, including but not limited to copyright, patents, trademarks, moral rights and industrial design rights in any Confidential Record shall, in the absence of any express provision to the contrary thereon, be vested in the Company.

4.1. In the event that it is decided by the Company that the tendered work will be entrusted to another Bidder, or if the tender process is terminated or suspended by the Company for any reason whatsoever, the Bidder shall, upon receipt of a written notification thereof from the Company, return to the Company the Tender Documents as well as any Confidential Record pertaining thereto and delete any electronic record thereof in Bidder's possession.

5.1. The Bidder shall ensure that if, under the terms of this Confidentiality Declaration, any of the Confidential Information comes to the knowledge of and/or into the possession of any Third Party, the Bidder shall require from such Third Party that it shall abide by identical stipulations to those contained in this Confidentiality Declaration.

5.2. Notwithstanding the above clause 5.1, the Bidder shall at all times remain liable to Company for any breach of the obligations under this Confidentiality Declaration, irrespective of whether or not the disclosure is actually caused by the Bidder or a Third Party to whom the Bidder has disclosed the Confidential Information.

6.1 This Confidentiality Declaration shall be governed by and construed in accordance with the Laws of the Sultanate of Oman.

6.2 In the event of a dispute arising under or in connection with this Confidentiality Declaration, including with respect to the existence, operation or validity of this Confidentiality Declaration, such dispute shall be resolved by arbitration in accordance with the arbitration proceedings and shall be conducted in the English language and the seat of the arbitration shall be Muscat, Sultanate of Oman.

Yours faithfully for:

…….

Signature & date:

……..

Full Name:

……..

Position:

……..

Stamp of Bidder

ANNEXURE – 03 DECLARATION TO COMPLY WITH COMPANY REQUIREMENT

Whereas M/s. …… confirm to comply with company requirements as per below checklist:

Item Description	Required by Company (Yes/No)	Supplier Confirmation (Yes/No)	Comments
Compliance to Abraj Terms and Conditions – C2	**Yes**		
Tender Fees if applicable	**No**		
Bidder to Submit Tender Bond as per clause 2.15 of this document if applicable	**No**		
Bidder to Submit Performance Bond as per clause 2.16 of this document	**Yes**		
Bidder to Submit Advance Payment Bank Guarantee (if any advance payment requested)	**Yes**		
Bidder to submit Omanisation Certificate (For Local Registered Company)	**Yes**		

Failure to comply with the above checklist will result in Bidder being disqualified from the tendering process.

Agreed and accepted this ..... Day of..... [Insert year]

For and on behalf of Bidder:

ANNEXURE – 04 FORM OF TENDER BOND (IF APPLICABLE)

Abraj Energy Services (SAOG)

Sultanate of Oman

Tender Bond No. .....

By this bond we.....whose address is.....hereby guarantee
Messrs.....
of.....
.... and hold at your disposal the sum of R.O. .....

being .....1% of the Tender Value from ..... until .....a total period of ninety (90) calendar days.

This bond shall be free of interest and payable in cash on your first written demand in the event of the Bidder either withdrawing his Tender within a period of (90) calendar days from the date for the receipt of Tenders or failing to provide a Performance Bond within ten (10) working days of acceptance of the Tender whichever date is earlier without any reference to or contestation on behalf of the Contractor.

This bond should be returned to us upon its expiry or upon fulfilment of our undertaking, whichever is the earlier.

Authorized Signatures

(To be issued by a locally registered bank)

ANNEXURE – 05 FORM OF ADVANCE PAYMENT BOND (IF APPLICABLE)

Abraj Energy Services (SAOG)

Airport Heights – Building No: 500, Complex No:313 - Way No:1308, PO BOX 1156 AZAIBA 130 Sultanate of Oman

Advance Payment Bond No……

Whereas M/s . …… (Hereinafter called the Contractor) has been awarded a

Contract dated ……. for implementation, completion and maintenance of …… Project as described in the contract for the total Contract Price of R.O. …… (Omani Rials ……..…… Only) and in consideration of your making an advance payment of R.O. …….. (Omani Rials …… Only) to the Contractor being (10%) of the Contract Price, by this bond, we …….. whose address is ……..…….…… ……

guarantee to pay you a sum not exceeding R.O. ……. (Omani Rials

…… Only) on your first written demand without any reference to or contestation on behalf of the Contractor.

It is understood that our liability towards you will be progressively reduced by the amount repaid to you by the Contractor as contained in the Certificates and Payment against the said advance payment.

The bond will be effective from …….. and shall be valid until ……, or until the amount of advance payment is fully recovered, whichever occurs later.

This bond should be returned to us upon its expiry or upon fulfillment of our undertaking whichever is the earlier.

Authorised Signatories

(To be issued by a locally registered bank)

Place:

Date:

ANNEXURE – 06 CLARIFICATION REQUEST

Tender Reference: PC.260802.BS.8000681, Construction of Radio-active Source Storage Area

1	Question Received XX/XX/XXXX **Article X.X.X** … Company Response Dated XX/XX/XXXX …
2	Question Received XX/XX/XXXX **Article X.X.X** … Company Response Dated XX/XX/XXXX …
3	Question Received XX/XX/XXXX **Article X.X.X** … Company Response Dated XX/XX/XXXX …
4	Question Received XX/XX/XXXX **Article X.X.X** … Company Response Dated XX/XX/XXXX …

ANNEXURE - 07 TENDER STRATEGY FOR EVALUATION OF BID

Abraj Management had followed the tendering strategy as per the tender procedure which forms part of the Abraj Tender Policies and Procurement (ATPP).

The process followed was the following: -

1. Tender for purchase of equipment and materials or availing of Services and includes Purchase Order, Service Order or other arrangement will send seeking Technical and commercial bids in two separate sealed envelopes which are submitted in a sealed envelope or electronic mode.

2. The technical bids will be evaluated as per the evaluation process defined below. We have tender opening protocol duly signed by the authorized persons as per ATPP.

3. The Commercial bids will open for the technical qualified bidders only.

4. The Commercial bids will be reviewed and evaluated. The best offer will be awarded the Contract after evaluation and approval from Abraj Management Team.

5. Letter of Intent (LOI) has been issued to the successful bidder followed by execution of Contract wherever required.

Process for Evaluation of bid

The Technical Evaluation Process for the different types of bids will be carried out in the following steps:

1. Opening of the Technical Bids.

2. Analysis of the Technical Bids.

3. Gather all missing information from the technical bids.

4. Sending clarifications to those bidders who have not been disqualified initially.
5. Receive clarifications.

6. Set weightage for scoring based on importance of each evaluation criteria.

7. Evaluate data and score.

8. Finalize Technical Evaluation.

9. Minimum Technical Score to be obtained is **70%** to be Eligible for getting qualified for Commercial Bid Evaluation. For bidders who are technically disqualified, their commercial bid will not be opened.

10. Whoever is technically qualified, all are treated at part for commercial evaluation and L-1 bidder would be awarded the contract. The Company reserves the right to award the contract in the best interest of the company to any bidder other than L-1 without assigning any reason whatsoever.

Technical Methodology

At first, Bidders shall be evaluated on technical proposals in accordance with Evaluation Criteria as described in the Tender Document.

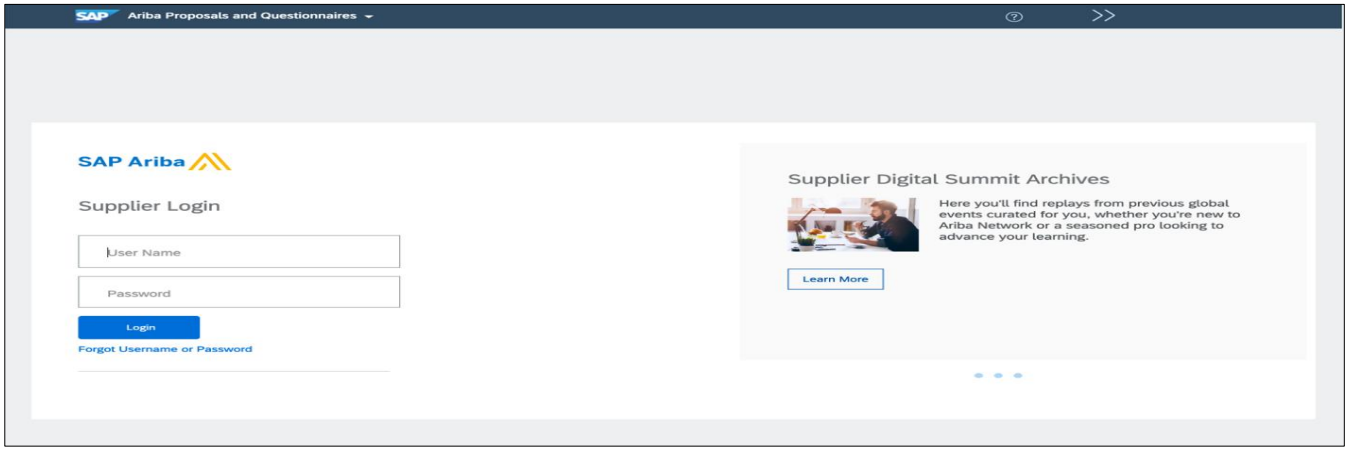
Each of technical proposals shall be evaluated on the basis of the Bidder's degree of compliance, with requirements as specified in the Tender Document including the Specifications. Bidder who achieves the technical evaluation threshold will be evaluated commercially.

ANNEXURE – 08 TRAINING MANUAL: SUPPLIER RESPONSE FOR EVENT

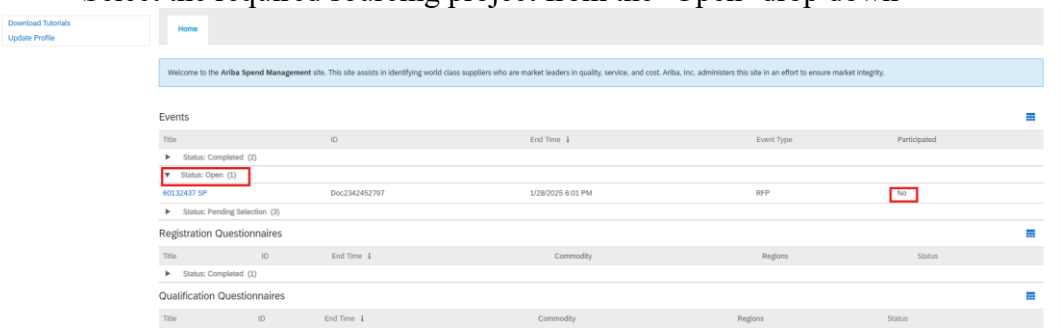
1. SUPPLIER RESPONSE FOR SOURCING PROJECT

1.1. SUPPLIER LOGIN

- Supplier will receive an email to participate in the event
- Supplier will enter their username and password in the supplier login page.



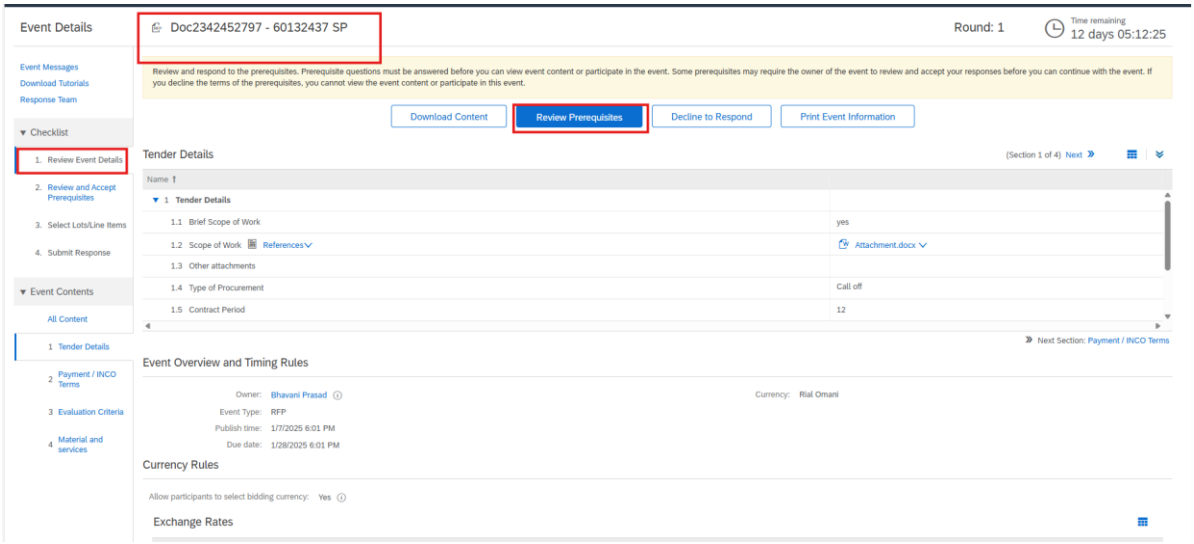
- This will be the landing page after login.
- Select the required sourcing project from the 'Open' drop down



2. RESPOND TO EVENTS

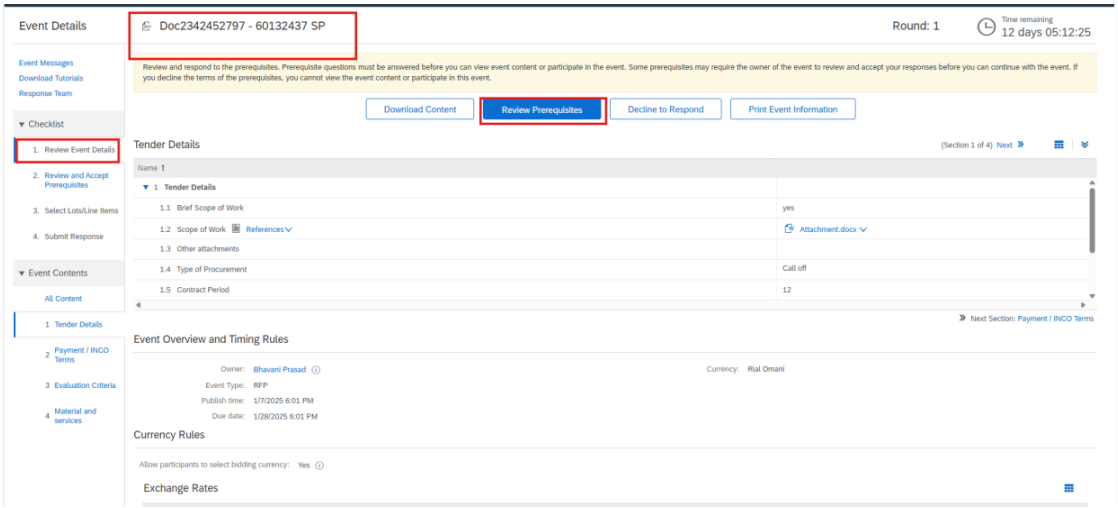
2.1 REVIEW EVENT DETAILS

- If supplier directly login from the mail link, this is the landing page after the login page.

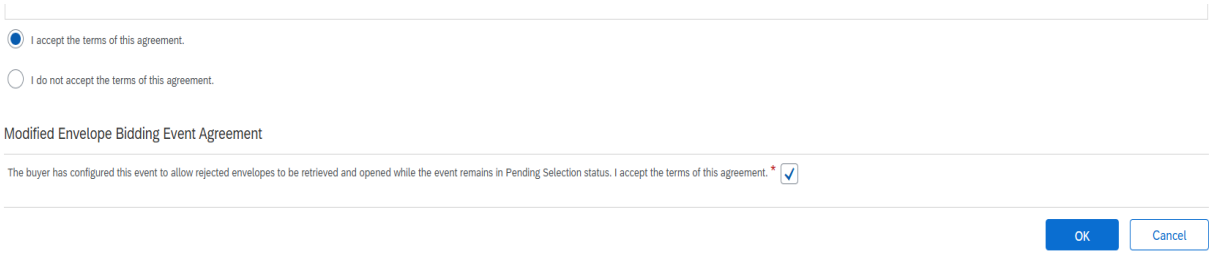


2.2 REVIEW AND ACCEPT PREREQUISITES

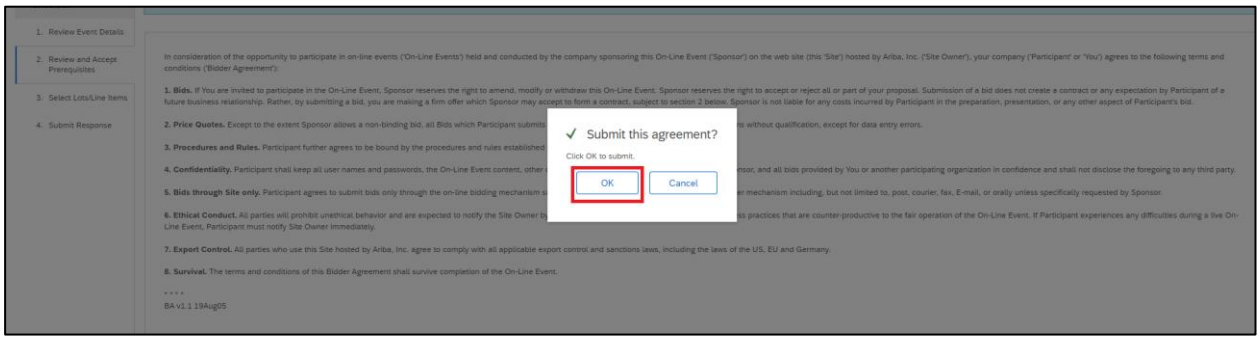
- Supplier will click on “Review Prerequisites” to proceed further into the event.



- Supplier has to accept the bidder agreement to proceed to the event. Select “I accept the terms of this agreement” and Click Ok.

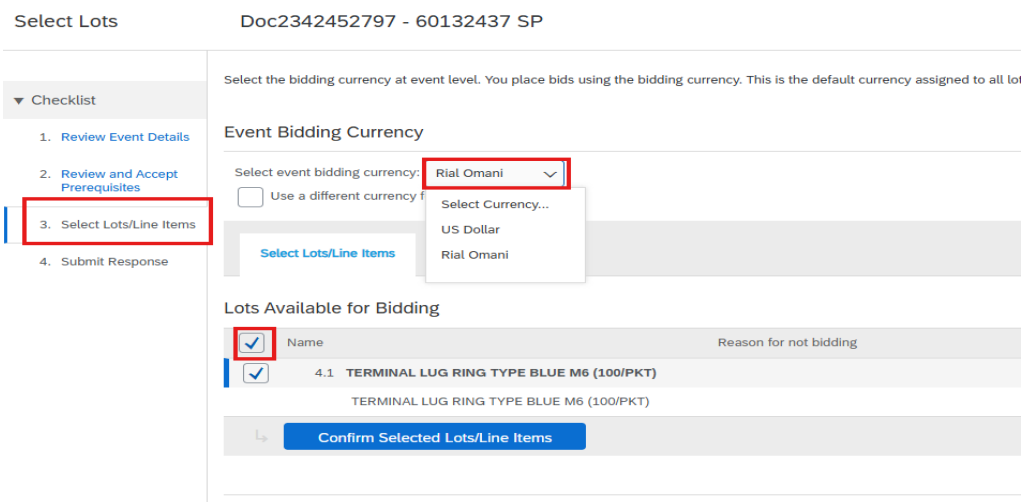


- Click on OK to submit the agreement



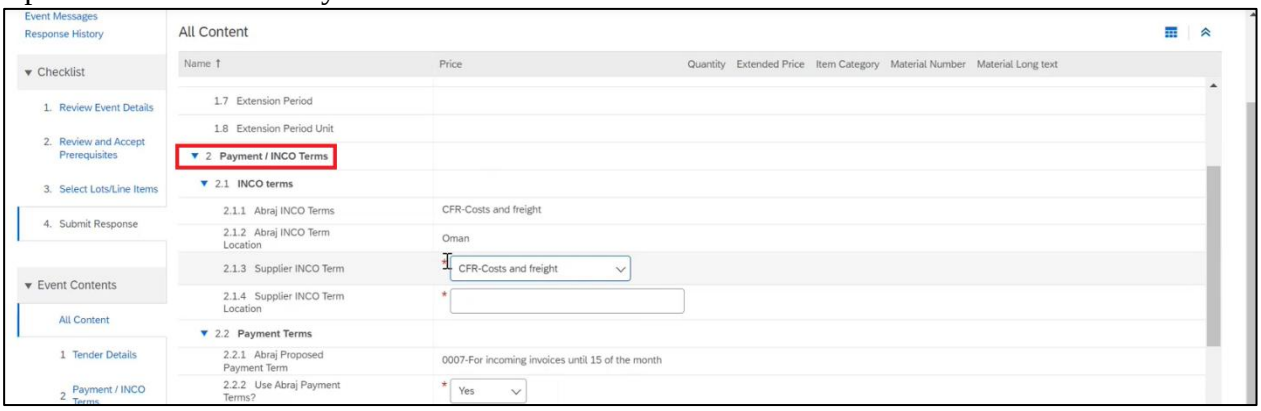
2.3 SELECT LOT OR LINE ITEMS

- Click on 'Select Currency' drop down to select the event bidding currency and Supplier will select the line items and click on "Confirm Selected Lots/line items".

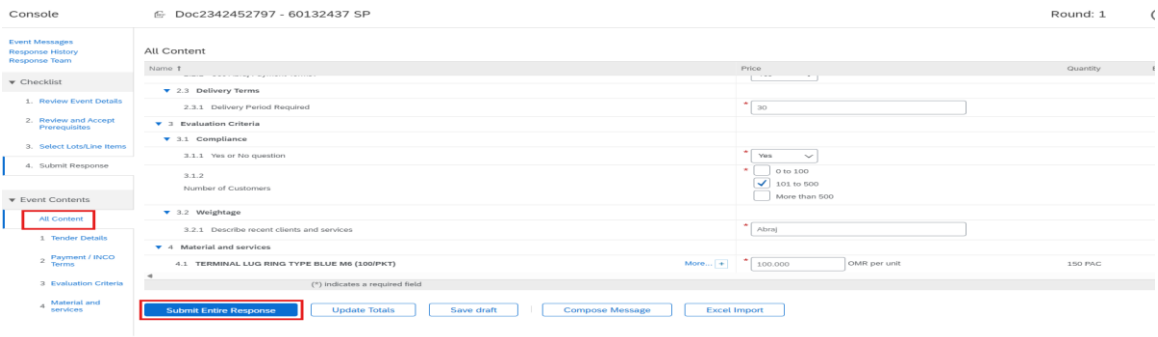


2.4. SUBMIT RESPONSE

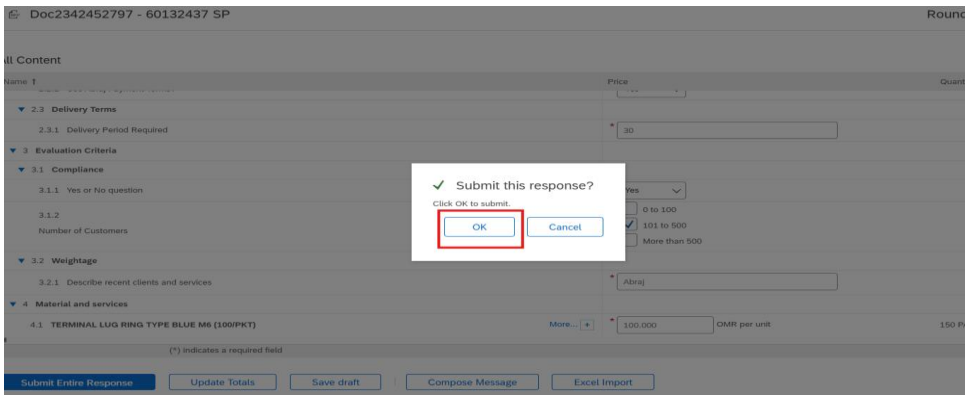
- Update the INCO and Payment terms



- Fill all the mandatory Technical and Commercial information and click on Submit Entire Response

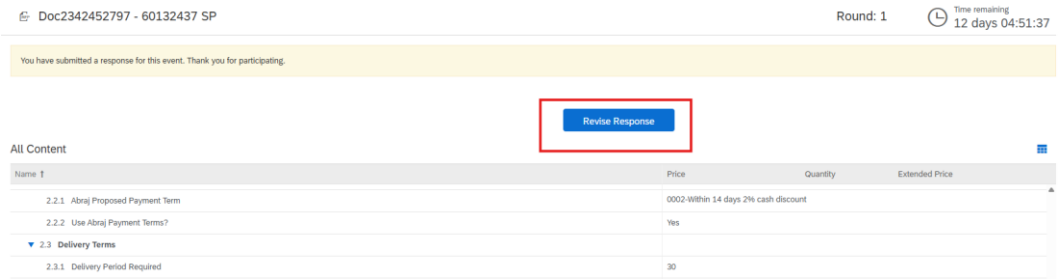


- Click on 'OK' to submit the responses



3. SUPPLIER REVISING THE RESPONSE

- Supplier can revise the response by clicking on "Revise Response" button
- Supplier can also send his questions to buyer by clicking on "Compose Message"



Abraj Energy Services S.A.O.G.

Tender No. PC.260802.BS.8000681

Master Services Agreement
For Construction of Radio-active Source Storage Area

T3, Data to be submitted by the bidder

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3	ANNEXURE 2: DEVIATIONS FORM-COMMERCIAL SUBMISSION	7

Documents Required to Be Submitted by Bidders

At first, Bidders shall be evaluated on technical proposals in accordance with **Mandatory Requirements and Technical Weightage Criteria** as described below

Each of technical proposals shall be evaluated on the basis of the Bidder's degree of compliance, with requirements as specified in the Tender Document including the Specifications. Bidder who achieves the Technical evaluation threshold will be evaluated commercially.

The evaluation shall consist of

Technical Proposal Evaluation

1. Compliance & Evaluation Criteria

Mandatory Requirements:

1	A comprehensive survey must be conducted to confirm the exact scope and site conditions before construction begins.
2	The Contractor is required to submit all relevant laboratory test reports from similar completed projects, duly endorsed and approved by the Client and Consultant.
3	A warranty of 10 years must be provided for all construction elements, excluding electrical works, which should have a 1-year warranty.
4	Bidder shall provide valid JSRS Certificate
5	The bidder shall submit a valid Omanization Certificate

Bidders to ensure to submit documents and evidence for above criteria in their technical bid submission.

Technical Weightage Criteria:

No	Criteria
1	Number of Similar Projects Completed
2	Experience in Similar Scope of Work (Client References)
3	Project Execution Plan / Delivery Schedule
4	Manpower Strength and CVs

Cutoff: **70%**

Financial Proposal Evaluation

Lowest bid ranked highest

Annexure 1: Deviations Form-Technical Submission

As a base requirement, the Bidder's proposal shall fully comply with Abraj's Contract including its Terms and Conditions. No deviations or exceptions shall be considered valid unless expressly stated in compliance with this form and submitted before the bid closing date.

Bidders are advised that Abraj will take into consideration the extent of any exceptions taken by the bidder during the evaluation of the bid.

Deviation form submission instructions:

1. For Fully Compliant Bidders
   If your organization is fully compliant with the Contract including the terms and conditions and its annexures, please keep the table below blank, sign and stamp this document and tick the applicable box at the \\bottom of this form.

2. For Bidders with Exceptions or Deviations
   If your organization has any exceptions or deviation to any part of the Contract including its Terms & Conditions, please provide all exceptions in a Microsoft Word compatible format as a table using the following column structure. The bidder is required to tick the appropriate box at the bottom of this form, and to stamp and sign it.

Clause number	Original clause wording	Exception/ deviation	Reason for Exception/ deviation	Cost impact on price, schedule (YES/NO)

Important Notes:

a) Any deviation request submitted post tender submission deadline will not be considered and may lead to disqualification.

b) The Bidder shall clarify the cost impact if any against each deviation. ONLY INDICATE IN THIS FORM (YES/NO) IF THERE IS COST IMPACT.

The cost impact values in OMR to be filled in **Deviations Form-Commercial Submission**

c) An example for deviation request.

Article #	Article Clause	Exception/ deviation	Reason for Exception/ deviation	Cost impact on price, schedule (YES/NO)
8.1	The Consultant's Fee shall be inclusive of all taxes, levies and assessments pertaining to the Services, but exclusive of value added tax, ……..	State the deviation	Reasons to be filled by the Bidder.	YES

By signing this form, we confirm that we have reviewed the entire Abraj Contract, including Terms & Conditions and annexures and we confirm that:

☐ Our organization is fully compliant with the Contract including the Terms and Conditions and annexures.

OR

☐ Our organization is not fully compliant with one or more provisions of the Contract. Therefore, we have submitted a Deviation Table in compliance with this form, detailing each exception or deviation, along with the reason and any associated cost or delivery impact.

Authorized signatory Name:

Signature:

Date:

Stamp:

Annexure 2: Deviations Form-Commercial Submission

As a base requirement, the Bidder's proposal shall fully comply with Abraj's Contract including its Terms and Conditions. No deviations or exceptions shall be considered valid unless expressly stated in compliance with this form and submitted before the bid closing date.

Bidders are advised that Abraj will take into consideration the extent of any exceptions taken by the bidder during the evaluation of the bid.

Deviation form submission instructions:

3. For Fully Compliant Bidders
   If your organization is fully compliant with the Contract including the terms and conditions and its annexures, please keep the table below blank, sign and stamp this document and tick the applicable box at the bottom of this form.

4. For Bidders with Exceptions or Deviations
   If your organization has any exceptions or deviation to any part of the Contract including its Terms & Conditions, please provide all exceptions in a Microsoft Word compatible format as a table using the following column structure. The bidder is required to tick the appropriate box at the bottom of this form, and to stamp and sign it.

Clause number	Original clause wording	Exception/ deviation	Reason for Exception/ deviation	Cost impact on price, schedule (Price in OMR)

Important Notes:

a) Any deviation request submitted post tender submission deadline will not be considered and may lead to disqualification.

b) The Bidder shall clarify the cost impact if any against each deviation. The cost impact is the reduction in the rate which the Bidder will provide in case Abraj accepts the deviation request.

c) The cost impact will be considered in the Bidder's commercial evaluation.

d) An example for deviation request with commercial evaluation impact;

Article #	Article Clause	Exception/ deviation	Reason for Exception/ deviation	Cost impact on price, schedule (Price in OMR)
8.1	The Consultant's Fee shall be inclusive of all taxes, levies and assessments pertaining to the Services, but exclusive of value added tax, ……..	State the deviation	Reasons to be filled by the Bidder.	A reduction of OMR 3,000 in total price

If Bidder's commercial evaluation resulted to a contract value of = 40,000 OMR, then the impact of deviation will be;

- Final contract value of 40,000 OMR if Abraj did not accept the deviation.
- Final contract value of 37,000 OMR if Abraj did accepts the deviation.

By signing this form, we confirm that we have reviewed the entire Abraj Contract, including Terms & Conditions and annexures and we confirm that:

☐ Our organization is fully compliant with the Contract including the Terms and Conditions and annexures.

OR

☐ Our organization is not fully compliant with one or more provisions of the Contract. Therefore, we have submitted a Deviation Table in compliance with this form, detailing each exception or deviation, along with the reason and any associated cost or delivery impact.

Authorized signatory Name:

Signature:

Date:

Stamp:

Abraj Energy Services S.A.O.G.

Contract No. PC.260802.BS.8000681

Master Services Agreement
For Construction of Radio-active Source Storage Area

C1, Form of Agreement

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5	ANNEXURE -02: FORM OF ADVANCE BANK GURANTEE	11
6	ANNEXURE -03: FORM OF PURCHASE ORDER	14

CONTRACT AGREEMENT

This Contract numbering PC.260802.BS.8000681 is entered into on this [DD-MM-2026]

Between

Abraj Energy Services S.A.O.G., a Public joint stock company incorporated in the Sultanate of Oman, bearing Commercial Registration Number 1/84455/5, and having its registered office at Airport Heights, Seeb, Muscat, Sultanate of Oman, and its postal address at P.O. Box 1156, Post Code 130, (the "Abraj") (the *Company)*

and

[insert] with company number [insert] and its registered address being [insert] (the ***Contractor***)

(Each a ***Party*** and together the ***Parties***).

WHEREAS

A The Company is proposing to undertake Construction of Radio-active Source Storage Area (the ***Project***).

B The Contractor has held itself out to the Company as having the required resources, expertise and experience to carry out and complete the Works on the terms and conditions of the Contract.

C Based on the information provided by the Contractor, the Company has decided to engage the Contractor to carry out and complete the Works and the Contractor has agreed to such engagement upon and subject to the terms and conditions of the Contract.

IT IS AGREED as follows:

1 **Definitions**

Words and phrases in the Contract Agreement will have the meanings given to them in C2 of the General Terms, unless the context requires otherwise.

2 **Contractor To Perform The Works**

The Contractor will carry out and complete the Works in accordance with the Contract.

3 **Company To Pay The Contract Price**

The Company will pay the Contractor the Contract Price at the times and in the manner provided in the Contract.

4 **Each Party to Fulfil All Other Obligations**

Each Party will carry out and fulfil all other obligations imposed on that Party by the Contract.

5 **Contract Documents**

5.1 The Contract Documents are comprised of the following (listed in descending order of precedence) which together form the Contract:

C0- Cover Page

C1- Form of Agreement

C2- Standard Terms and Conditions

C3- Special Terms and Conditions

C4- Scope of Work

C5- Schedule of Rates

C6- HSE

C7- ICV If Applicable

C8- Procedures for Contractors

5.2 The Contract Documents (and all parts thereof) are intended to be correlative, complementary and mutually explanatory of one another, and the Contract must be read as a whole. However, if there is any ambiguity, conflict or inconsistency between or within the Contract Documents, the order of precedence will be the order in which the Contract Documents are listed in Clause 5.1 above, provided however that if the Contract Documents provide for differing standards of quality, performance, product, workmanship or finish, the Contractor must provide those of the highest standard unless the Company agrees otherwise in writing.

6 **Governing Law**

This Contract Agreement is governed by and will be construed in accordance with the laws of the Sultanate of Oman.

EXECUTED as a contract

EXECUTED by
Abraj Energy Services S.A.O.G. by

Director/ Authorised Signatory	Director/ Authorised Signatory
Saif Al Hamhami Chief Executive Officer	Salah Al Harthy Chief Corporate Services Officer

EXECUTED by
[insert] by

Director/Authorised Signatory	Director/ Authorised Signatory
Name & Title:	Name & Title:

COMPANY AND CONTRACTOR REPRESENTATIVES

PART A – DETAILS OF COMPANY REPRESENTATIVE

NAME: [insert]

POSITION: [insert]

E-MAIL: [insert]

LANDLINE: [insert]

ADDRESS: [insert]

CELLPHONE NUMBER: [insert]

PART B – DETAILS OF CONTRACTOR REPRESENTATIVE

NAME: [insert]

POSITION:[insert]

E-MAIL: [insert]

LANDLINE: [insert]

ADDRESS: [insert]

CELLPHONE NUMBER: [insert]

APPENDIX 1: CONTRACT SCHEDULE

Item Description	Detailed Particulars
Commencement Date	xx/xx/2026
Original Contract Period	3 Months
Optional Extension Period	3 Months
Value of Performance Bond	Not Required

A. Contractor shall at its sole expense obtain a performance bond issued by a reputable bank in Oman, as approved by Company, in the form stipulated in Annexure 1 below and for the sum stipulated in Appendix 1 Above.

B. The performance bond shall come into effect within ten (10) days from the Effective Date and shall be valid until twelve (12) months after the Expiry Date. In no event shall Company be obliged to make any payments to Contractor under the Contract before having received the duly signed performance bond.

C. Contractor shall at its sole expense ensure that the performance bond is amended periodically to reflect any approved extension of the Operational Period or the Warranty Period and shall submit the revised original of such document to Company.

D. In the event Contractor defaults or otherwise fails to perform an obligation under the Contract and, having been given written notice of such default by Company, Contractor fails to remedy such default within a specified or reasonable duration, Company shall have the right, to call on the performance bond to recover the costs incurred by Company due to Contractors default.

ANNEXURE- 01: FORM OF PERFORMANCE BOND

This bond is made on ***[Insert date]***

THIS BOND IS GIVEN BY

[Insert Financial Institution]of ***[Insert Financial Institution address]*** (the "***Financial Institution***")

IT IS MADE IN THE FOLLOWING CIRCUMSTANCES:

A ***[Insert]*** (the "**Contractor**") has entered into an agreement dated [***insert date***] (the "**Contract**") with ***[insert]***(the "**Company**") for the [insert] in [insert], Sultanate of Oman (the "**Works**") in accordance with the Contract, and to otherwise carry out and fulfil the obligations imposed on the Contractor by the Contract.

B The Contract requires the Contractor to provide the Company with security in the form of this bond.

C At the request of the Contractor, and in consideration of the Company agreeing to enter into the Contract with the Contractor, the Financial Institution gives the undertakings contained in this bond for the benefit of the Company and the persons and entities under Clause 6 below.

BY THIS BOND:

1. The Financial Institution unconditionally and irrevocably undertakes to the Company to pay immediately on demand from the Company any sum or sums which may from time to time be demanded by the Company up to a maximum aggregate amount of ***[Insert Amount]*** ("**Guaranteed Amount**") without any reference to the Contractor, and notwithstanding any notice or representation of the Contractor to the Financial Institution not to pay the same.

2. Any demand made by the Company under Clause 1 will be in writing and will state the amount required to be paid. The amount demanded (up to the Guaranteed Amount) will be paid to the bank account advised by the Company to the Financial Institution in the demand.

3. The undertaking contained in Clause 1 will be unconditional and irrevocable and the liability of the Financial Institution under this bond will not be affected in any way for any reason whatsoever and, without limitation, the Financial Institution will not be released from any liability:

   (a) by any alteration in the terms of the Contract between the Company and the Contractor;

   (b) by any alteration in the extent or nature of the Works to be completed, delivered and having defects remedied;

   (c) by any allowance of time given under the Contract;

(d) by any forbearance or waiver by the Company in respect of any of the Contractor's obligations or in respect of any default on the part of the Contractor;

(e) by the termination of the Contract for any reason; or

(f) by the insolvency, bankruptcy, winding up or reorganisation of the Contractor (including, without limitation, where the Contractor is placed into receivership, voluntary administration and/ or liquidation or similar),

notwithstanding that any such event or circumstance is made, granted, given or occurs without the consent or knowledge of the Financial Institution.

4. The undertaking contained in Clause 1 is a continuing undertaking and will remain in force until the earlier of the following:

(a) receipt by the Financial Institution of written notification signed for and on behalf of the Company that the undertaking is no longer required by the Company which notification may be given at any time by the Company in its discretion;

(b) the date that is ten (10) Business Days (as that term is defined in the Contract) after the issue of the Final Completion Certificate (as that term is defined in the Contract) by the Company's Representative (as that term is defined in the Contract) under the Contract unless the Company is at that time making a claim under this bond in which case this bond will be released and returned as soon as the claim has been paid by the Financial Institution; and

(c) payment by the Financial Institution to the Company of the Guaranteed Amount as referred to in Clause 1.

5. The Financial Institution may at any time, without being required to do so, pay to the Company the Guaranteed Amount, less any sum or sums it may have previously paid against demands by the Company under this bond, and thereafter the liability of the Financial Institution under this bond will cease and determine.

6. The Company may assign all or part of its benefit under this bond to its successors or to any person or entity that the Company is entitled to assign the Contract to.

7. All payments under this bond will be made in the currency of the Guaranteed Amount specified above, and will be free of any set-off, withholding or deduction of any kind whatsoever.

8. This bond will be governed by Oman law and the Financial Institution irrevocably submits to the non-exclusive jurisdiction of the courts of Oman.

EXECUTION

Executed as a deed

EXECUTED by
[*NAME OF FINANCIAL INSTITUTION*]
by

Director/Authorised Signatory	Director/Authorised Signatory
Print Name	Print Name

Witness to both Signatures

Print Name

Occupation

Address

Address of the Financial Institution

Physical address:

Postal address:

Facsimile:

Telephone:

Attention:

NOTE - This document must be executed by the Financial Institution in the manner required for execution of a deed governed by Oman law.

ANNEXURE- 02: FORM OF ADVANCE PAYMENT GUARANTEE

This guarantee is made on ***[insert date]***

[Insert Financial Institution's name] of ***[insert Financial Institution's address]*** (the "Financial Institution")

IT IS MADE IN THE FOLLOWING CIRCUMSTANCES:

A ***[Insert]*** (the "**Contractor**") has entered into an agreement dated ***[insert date]*** (the "**Contract**") with ***[insert]*** (the "**Company**") for the [insert] in [insert], Sultanate of Oman (the "**Works**") in accordance with the Contract, and to otherwise carry out and fulfil the obligations imposed on the Contractor by the Contract.

B The Contract requires the Contractor to provide the Company with security in the form of this guarantee in advance of the Contractor being entitled to receive an advance payment under the Contract.

C At the request of the Contractor and in consideration of the Company accepting such undertaking in lieu of other security from the Contractor, the Financial Institution gives the undertakings contained in this guarantee for the benefit of the Company and the persons and entities under Clause 6 below.

BY THIS GUARANTEE:

1. The Financial Institution unconditionally and irrevocably undertakes to the Company to pay immediately on demand from the Company any sum or sums which may from time to time be demanded by the Company up to a maximum aggregate amount of ***[insert amount]***("**Guaranteed Amount**") without any reference to the Contractor, and notwithstanding any notice or representation of the Contractor to the Financial Institution not to pay the same.

2. Any demand made by the Company under Clause 1 shall be in writing and shall state the amount required to be paid. The amount demanded (up to the Guaranteed Amount) shall be paid to the bank account advised by the Company to the Financial Institution in the demand.

3. The undertaking contained in Clause 1 shall be unconditional and irrevocable and the liability of the Financial Institution under this guarantee shall not be affected in any way for any reason whatsoever and, without limitation, the Financial Institution shall not be released from any liability:

   a) by any alteration in the terms of the Contract between the Company and the Contractor;

   b) by any alteration in the extent or nature of the Works to be completed, delivered and having defects remedied;

   c) by any allowance of time given under the Contract;

d) by any forbearance or waiver by the Company in respect of any of the Contractor's obligations or in respect of any default on the part of the Contractor;

e) by the termination of the Contract for any reason; or

f) by the insolvency, bankruptcy, winding up or reorganisation of the Contractor (including, without limitation, where the Contractor is placed into receivership, involuntary administration and/or liquidation or similar),

notwithstanding that any such event or circumstance is made, granted, given or occurs without the consent or knowledge of the Financial Institution.

4. The undertaking contained in Clause 1 is a continuing undertaking and shall remain in force until the earlier of the following:

a) receipt by the Financial Institution of written notification signed for and on behalf of the Company that the undertaking is no longer required by the Company which notification may be given at any time by the Company in its discretion;

b) the time at which this guarantee is returned to the Financial Institution by the Company in accordance with the requirements of the Contract, unless the Company is at that time making a claim under this guarantee in which case the guarantee will remain in force until the claim has been paid by the Financial Institution; and

c) payment by the Financial Institution to the Company of the Guaranteed Amount as referred to in Clause 5.

5. The Financial Institution may at any time, without being required to do so, pay to the Company the Guaranteed Amount, less any sum or sums it may have previously paid against demands by the Company under this guarantee, and thereafter the liability of the Financial Institution under this guarantee shall cease and determine.

6. The Company may assign all or part of its benefit under this guarantee to its successors or to any person to whom the Company is entitled to assign the Contract.

7. All payments under this guarantee shall be made in the currency of the Guaranteed Amount specified above, and shall be free of any set-off, withholding or deduction of any kind whatsoever.

8. This guarantee shall be governed by Oman law and the parties irrevocably submit to the non-exclusive jurisdiction of the courts of Oman.

EXECUTION AS A DEED

[Financial Institution] by its Attorney:

_____

Signature of Attorney

_____

Name of Attorney in the presence of:

_____

Name:

Occupation:

Address:

ANNEXURE- 03: FORM OF PURCHASE ORDER

Abraj Energy Services S.A.O.G
PO Box 1156, PC 130, Azaiba
Sultanate of Oman
Tel: +968 2450 9999 Fax: +968 2450 9998
CR: 1844555 | www.abrajenergy.com
VAT Reg No:OM1100000554
Email:

ABRAJ

CONTRACT STOCK ORDER

أبراج لخدمات الطاقة ش.م.ع.ع.
ص.ب: 1156 - ر.ب: 130
العزيبة - سلطنة عُمان
هاتف: 2450 9999 968+ فاكس: 2450 9998 968+
س.ت: 1844555 | www.abrajenergy.com

[redacted]

To: PO Box: PC: Fax: Telephone No.: Abraj Vendor Code: Attn: VAT Reg No : Email:		

Purchase Order No & Version: 000000000 - 00	PO Date: DD.MM.YYYY	PO Status: Released
This purchase order number must appear on all invoices, packing lists, cartons and correspondence.		
Cost Center -		
Our Reference -		
Quotation Reference -		
Freight Forwarder -		
Shipment Mode -		

Storage.Location : R306	PO Currency	Payment Terms

Please process our order as per following terms and conditions -

Item No	Material/ Service Code and Description	Delivery Dt/Store	UOM	Qty.	Unit Price	Amount	VAT Amount
10		DD.MM. YYYY RIG					

Total Value:	Gross Total
	Gross Price
	Sub Total
	VAT
	Net Total

Remarks:

DELIVERY INSTRUCTIONS TO VENDORS

The following instructions should be adhered to, for all material delivered to the shipping address as mentioned on the Purchase Order. Failure to do so may result in non-acceptance of the goods : -

1. Delivery note line item sequence should match Abraj Purchase Order line item sequence.
2. All materials should be packed in acceptable shipping conditions and clearly marked with appropriate Purchase Order Nos., line item number and Part Nos.
3. A copy of the Abraj Purchase Order should be sent along with the Delivery Note to the Freight Forwarder or Abraj Central Warehouse.
4. After delivery of goods to the Freight Forwarder or Abraj Central Warehouse, a copy of the signed / stamped Delivery Order has to be sent via E-mail to the concerned buyer.
5. This Purchase Order along with its terms & conditions supersedes all previous correspondence.
6. Abraj is not responsible for any items shipped against 'Non-Approved' PO's.
7. This purchase order is governed by Abraj Energy's standard terms and Conditions as attached.
8. Provide original invoice as per PO terms & conditions to our Accounts Payable Department.
9. Please contact concerned PO originator for clarifications.
10. International Suppliers : Supplier/Vendor is required to Send/Courier Abraj Energy Services S.A.O.G all Original shipping documents (Commercial invoice with blue wet ink signature and shipper's stamp/packing List with blue wet ink signature and shipper's stamp/Attested Certificate of origin from the chamber of commerce). If not provided then Abraj will deduct customs duty of 2% on the CIF value or a maximum of OMR 500 (USD 1300) in the case of vendor failed in providing the originals of above stated documents or providing them in copies.

1 of 4

Abraj Energy Services S.A.O.G.

Contract No. PC.260802.BS.8000681

Master Services Agreement
For Construction of Radio-active Source Storage Area

C2, Standard Terms & Conditions

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SPECIFIC TERMS

Clause numbers below refer to clauses in the General Terms.

Item	Clause	Specific Term
Project	Recital A of the Contract Agreement	Project shall have the meaning given to it in Recital A of the Contract Agreement.
Contract Price	1.1 (definition of "Contract Price")	The Contract Price is the fixed-price lump-sum amount of [insert], as may be adjusted in accordance with the terms of the Contract.
Payment Milestones	1.1(definition of "Payment Milestones")	The Payment Milestones (if any) are as follows: [insert]
Advance Payment	7.5	The Advance Payment will be [insert] (equivalent to [insert]% of the Contract Price)
Commencement Date	1.1(definition of "Commencement Date")	The Commencement Date shall be two (2) days after the Effective Date.
Due Date for Completion	1.1(definition of "Due Date for Completion")	The Due Date for Completion will be [insert] subject to adjustment in accordance with the terms of the Contract.
Liquidated damages for late completion	1.1(definition of "Liquidated Damages")	[insert] for each calendar day of delay in achieving the Due Date for Completion provided that the Liquidated Damages shall not exceed a total of [10%] of the Contract Price.

Item	Clause	Specific Term
Defects Notification Period	1.1(definition of "Defects Notification Period")	The Defects Notification Period expires [12] months after the date of Practical Completion of the Works as recorded in the Practical Completion Certificate, subject to any extension under Clause 16.4.
Extended Defects Notification Period	16.4	[12] months commencing from the date that an item of the Materials has been replaced, repaired or made good to the satisfaction of the Company.
Description of the Site	1.1(definition of "Site")	The Site is: Adam Base
Party Representatives	1.1 (definitions of "Company's Representative" and "Contractor's Representative")	Company's Representative: [insert] Contractor's Representative: [insert]
Key Personnel	1.1 (definition of "Key Personnel")	The Key Personnel are: [insert names and roles]

Item	Clause	Specific Term
Performance Bond	6.1	The Contractor shall deliver a Performance Bond to the Company: (1) the amount of the Performance Bond is stipulated in Appendix 1 in C1; and (2) the Financial Institution under the Performance Bond is to be to the satisfaction of the Company (in its sole and absolute discretion); and (3) the Performance Bond is to be in the form set out in C1, or on another form that is to the satisfaction of the Company (in its sole and absolute discretion).
Advance Payment Guarantee	6.4	The Contractor shall deliver an Advance Payment Guarantee to the Company: (1) the amount guaranteed under the Advance Payment Guarantee is to be equivalent to the Advance Payment made pursuant to Clause 7.5; and (2) the Financial Institution under the Advance Payment Guarantee is to be to the satisfaction of the Company (in its sole and absolute discretion); and (3) the Advance Payment Guarantee is to be in the form set out in C1, or on another form that is to the satisfaction of the Company (in its sole and absolute discretion).
Shop drawings, as-built drawings and operation and maintenance manuals	10	The Contractor shall provide to the Company the following: (1) shop drawings (to be provided within ten (10) Business Days of the Effective Date); (2) as-built drawings; (3) operation and maintenance manuals. [Edit as appropriate]

Item	Clause	Specific Term
Testing and Commissioning Programme and Procedure	13.3	The Contractor shall provide to the Company a Testing and Commissioning Programme and Procedure in accordance with Clause 13.3. [Consider if required]
Contractor insurance	18.1	The Contractor shall obtain and maintain throughout the term of the Contract and thereafter as per its terms the following insurances: (1) public liability insurance, for at least [insert]per occurrence, with a deductible no greater than [insert] per occurrence; (2) product liability insurance for, at least [insert] per occurrence, with a deductible no greater than [insert] per occurrence; (3) professional indemnity insurance, for at least [insert] per occurrence, with a deductible no greater than [insert] per occurrence; (4) construction 'all risks' insurance for loss or damage to the Works (including covering the Materials and any materials and plant forming or to form part of the Works), for the full replacement value of the Works. [Edit as per Abraj's insurance consultant's advice]
Address for notices	29	**Company**: Physical address: [insert] Postal address: [insert] Email: [insert] For the attention of: [insert]

Item	Clause	Specific Term
		Contractor: Physical address: [insert] Postal address: [insert] Email: [insert] For the attention of: [insert]

GENERAL TERMS

1 DEFINITIONS AND INTERPRETATION

1.1 **Definitions:** In the Contract, unless the context requires otherwise:

Advance Payment has the meaning given in Clause 7.5.

Advance Payment Guarantee means the Advance Payment Guarantee required by the Specific Terms (if applicable).

Approved Amount has the meaning given in Clause 7.2.

Business Day means any day of the week (other than Friday, Saturday and statutory holidays) on which registered banks are open for general banking business in Muscat, Oman.

Commencement Date means the date for the Contractor to commence performance of its obligations under the Contract as set out in the Specific Terms.

Commissioning means the process for achieving, validating and documenting the performance of systems, sub-systems, plant and Materials and for preparing personnel for operating and maintaining the applicable facilities, as may be further described in the Scope of Work.

Company's Representative means the Company's Representative set out in the Specific Terms or any replacement under Clause 5.3.

Confidential Information means the terms and conditions of the Contract; any Documents in respect of the Works; and any information acquired directly or indirectly from the Company in connection with the Company (including in connection with any of its operations), the Works and/or the Contract; whether such items were created, or the information acquired, before or after the date of the Contract.

Consent means any appraisal, permit, consent, approval, licence, authorisation, certification, agreement or waiver that must be obtained from any person or entity in order for the Contractor to perform its obligations under the Contract including for the Materials, materials, plant and/or temporary works to be transported, imported or exported.

Contract/Contract Agreement means the written agreement dated [insert] signed by the Company and the Contractor comprising of the Contract Documents.

Contract Documents means the documents listed in C1 of the Contract Agreement.

Contract Price has the meaning given to it in the Specific Terms.

Contractor's Representative means the Contractor's Representative set out in the Specific Terms or any replacement thereof made pursuant to C1.

Defect means any defect, error, omission, shrinkage, undue deterioration or other fault in the Works and any failure of the Works to comply with the Contract.

Defects Notification Period has the meaning given to it in the Specific Terms.

Dispute means any dispute, controversy or claim arising out of or in connection with the Contract, including any question regarding the existence, validity or termination of the Contract.

Documents means all drawings (including as-built drawings), specifications, reports (including shop reports), manuals, programmes, plans, aids, software, results, studies, calculations, data and any other documents or information (whether in physical or electronic form).

Due Date for Completion has the meaning given to it in the Specific Terms.

Effective Date means the date on which the Parties have signed and dated the Contract.

Encumbrance means any mortgage, lien, pledge, claim, charge, retention of title, security or encumbrance of any kind.

Final Completion Certificate means the certificate issued by the Company's Representative under Clause 16.7.

Force Majeure means an exceptional event or exceptional circumstance that:

(a) is beyond the affected Party's reasonable control;

(b) was not reasonably foreseeable by the affected Party as at the date of the Contract;

(c) was not caused by any breach or negligence of the affected Party or any person or entity for whom the affected Party is responsible; and

(d) the effect of the event or circumstance could not have been substantially prevented, avoided or overcome or mitigated by the affected Party by:

    (i) implementation of any contracted business continuity or disaster recovery service, or any contingency plans agreed between the Parties or which the affected Party has represented it has in place;

    (ii) in the case of the Contractor where it is the affected Party, exercising Good Industry Practice; and/or

    (iii) using information provided by the unaffected Party or which is available in the public domain,

provided that:

(e) a lack of funds;

(f) in the case of the Contractor where it is the affected Party, late performance by a Subcontractor (unless such late performance by a Subcontractor would be excused if the Subcontractor was the Contractor under the Contract); and

(g) in the case of the Contractor where it is the affected Party, the occurrence of any shortage of materials, plant, Materials, personnel or other resources; will not be, nor be deemed to be, Force Majeure.

General Terms means the General Terms that comprise part of the Contract.

Good Industry Practice means, without limiting or prejudicing any higher standards or requirements under the Contract, compliance with all applicable Laws and Consents, and the exercise of that degree of skill, diligence, prudence (including good, safe and prudent practice) and foresight that would reasonably be expected to be observed by a highly skilled and experienced Contractor engaged in carrying out activities or undertakings the same as or similar to the Contractor's activities and undertakings under the Contract under the same or similar circumstances.

Intellectual Property Rights means:

(a) patents, trademarks, service marks, rights in design, trade names, copyrights and topography rights, in each case whether registrable, registered or not;

(b) applications for registration of any of them;

(c) rights under licences and consents in relation to any of them; and

(d) all forms of protection of a similar nature or having equivalent or similar effect to any of them which may subsist anywhere in the world.

Joint Venture has the meaning given in Clause 30.9.

Key Personnel means the Key Personnel stated in the Specific Terms.

Law means:

(a) any statute, regulation, by-law, ordinance or subordinate legislation in force from time to time in the Sultanate of Oman to which a Party is subject;

(b) any binding court order, judgment or decree;

(c) any applicable industry code, policy or standard enforceable by law; or

(d) any applicable direction, policy, permission, consent, licence, rule or order that is binding on a Party and that is made or given by any governmental, legal or regulatory body in the Sultanate of Oman having jurisdiction over a Party or any of that Party's assets, resources or business,

in any jurisdiction that is applicable to the Contract.

Liquidated Damages means the liquidated damages for late completion specified in the Specific Terms.

Materials means any raw or manufactured material, goods, or things required for use in the Works.

Parent Company Guarantee means the Parent Company Guarantee required by the Specific Terms (if applicable).

Payment Milestones has the meaning given to it in the Specific Terms.

Performance Bond means the Performance Bond required by the Specific Terms (where applicable).

Practical Completion is when the Works are complete, including, without limitation:

(a) the successful testing of the Works in accordance with the Testing and Commissioning Programme and Procedure;

(b) the issue of all Consents for the Works, including the occupational use and/or compliance certificates (to the extent applicable);

(c) the delivery to the Company of all duly signed producer statements as may be required by the Company and in the form required by the Company;

(d) the Contractor has complied with Clause 15.7 as well as any other conditions precedent to Practical Completion; and

(e) the delivery to the Company of all required Documents, including any as-built drawings and operation and maintenance manuals that may be required under Clauses 10.10 and 10.13, respectively,

except for minor omissions and minor defects acceptable to the Company's Representative to be completed by the Contractor under Clause 15.6.

Practical Completion Certificate means the certificate issued by the Company's Representative under Clauses 15.4(a) or 15.5, as the case may be.

Project has the meaning given to it in the Contract Agreement.

Scope of Work means the work set out in C4.

Site means the site described in the Specific Terms.

Specific Terms means the Specific Terms that form part of the Contract.

Subcontractor means a subcontractor of the Contractor of any tier, and likewise ***Subcontract*** means a subcontract of any tier.

Works means the design, procurement, assembly, manufacture, transportation, installation, construction, testing, commissioning, hand-over, carrying out and completion of the works and services contemplated in the Scope of Work, including the provision of all Materials, control, supervision, project management, co-ordination and labour needed to properly carry out the foregoing and all other works, services and obligations to be carried out by the Contractor under the Contract.

[Definition of Works to be amended on a case-by-case basis]

Works Places has the meaning given to it in Clause 12.2.

Technical Advisor means the [third party] advisor appointed by the Company to provide technical advice including but not limited to assessment of progress payments and supervise testing. [Abraj may wish to use an in-house specialist in this role.]

Testing and Commissioning Programme and Procedure has the meaning given to it in Clause 13.3.

Variations has the meaning given to it in Clause 19.1.

Interpretation:

1.2 In the Contract, except where the context requires otherwise:

(a) a reference to a person or entity will include a reference to individuals, sole proprietorships, firms, trusts, bodies corporate, unincorporated associations,

partnerships, an individual's executors or administrators, and government, local and central bodies and authorities;

(b) a reference to any monetary amount is to the Omani rial currency;

(c) a reference to a person or party (including the Company and the Contractor) includes reference to the person's successors, permitted novatees and permitted assigns;

(d) references in the Contract to any Laws will include and refer to any replacements, amendments, modifications or supplements thereto;

(e) the words "include" or "including" will be deemed to be followed by "without limitation" or "but not limited to" respectively, whether or not they are followed by such phrases or words of like import;

(f) the headings and subheadings in the Contract are for convenience only and will not affect its interpretation;

(g) a reference to a Clause or Schedule is a reference to a Clause or Schedule of the Contract;

(h) where a word or expression is defined in the Contract e.g. Commissioning, other parts of speech and grammatical forms of that word or expression have a corresponding meaning e.g. Commission and Commissioned;

(i) anything required by the Contract to be done on a day which is not a Business Day may be done on the next Business Day;

(j) the singular includes the plural and vice versa, and words importing one gender include the other genders; and

(k) references to time are to [insert] time.

No rule of construction (including the contra proferentem rule) applies to the interpretation of the Contract to the advantage or disadvantage of any one Party on the basis that a Party prepared the Contract or any relevant part of it.

2 SCOPE OF THE CONTRACT

2.1 The Contract sets out the terms and conditions on which the Contractor will perform the Works.

3 CONTRACTOR'S CORE OBLIGATIONS

General

3.1 The Contractor will carry out and complete the Works and perform all its other obligations under the Contract in accordance with:

a) the Scope of Work;

b) Good Industry Practice;

c) all applicable Laws and Consents;

d) any instructions issued by the Company's Representative; and

e) the Contract,

and will provide the Materials and all supervision, services, labour, plant, transportation and everything of a temporary or permanent nature required to carry out and complete the Works in accordance with the Contract (including all incidental work and/or services that can reasonably be inferred as necessary to complete the Works).

Warranties

3.2 The Contractor warrants to the Company that:

a) it has, prior to the Effective Date, carefully considered, examined and scrutinised the Scope of Work and has fully satisfied itself with the same;

b) it will commence its obligations under the Contract on the Commencement Date;

c) it will achieve Practical Completion of the Works on or by the Due Date for Completion and it will otherwise proceed in a regular and diligent manner;

d) it will provide and maintain appropriately skilled, competent, qualified and experienced personnel in appropriate staffing levels to properly perform its obligations under the Contract;

e) the Works will incorporate only new and unused Materials of the quality specified in the Scope of Work (to the extent not specified in the Scope of Work, in accordance with Good Industry Practice) and will not contain any hazardous or toxic materials;

f) the Works will be fit for the purposes described in or reasonably able to be inferred from the Contract; and

g) the Works will be free of any Defects at the time of issuance of the Final Completion Certificate.

No warranty in the Contract will limit any other warranty.

3.2.1 The Contractor undertakes to warrants to be responsible for all defects that compromise the integrity of the structures or that cause them to become unsuited for their intended purposes for (10) ten years from the completion date.

Consents

3.3 The Contractor will obtain all Consents required for the performance of its obligations under the Contract and applicable Law.

Subcontracting

3.4 The Contractor may only subcontract the performance of any of its obligations under the Contract with the Company's prior written consent, which consent may be given or withheld at the sole and absolute discretion of the Company. The Contractor will remain fully responsible for the performance of any obligations that have been subcontracted, and the Contractor will be responsible for the acts, omissions and defaults of every Subcontractor (notwithstanding that the Subcontractor may have been approved by the Company), including their employees and agents, in relation to or in connection with the Contract as if they were the acts, omissions or defaults of the Contractor (all such acts, omissions and defaults will be deemed to be acts,

omissions and defaults of the Contractor), and the Contractor will remain primarily liable to discharge all of its obligations and duties under the Contract.

Personnel

3.5 The Contractor must engage the Key Personnel throughout the performance of the Contract in the field and/or position specified in the Specific Terms. The Contractor will not change or demobilise any such person without the prior written approval of the Principal's Representative (subject to Clause 3.6). The Contractor warrants that such personnel will be fully skilled, competent, qualified and experienced in the field and/or position specified in the Specific Terms.

3.6 The Contractor will remove from the Contract and/or the Site (as may be applicable) any employee, or employee of a Subcontractor, whom the Company's Representative reasonably considers is acting in an incompetent or negligent manner or is a danger to health, safety or welfare.

Site

3.7 When on the Site the Contractor will ensure that:

a) it and its employees, agents and all Subcontractors comply with all requirements of the Company, including health, safety and security requirements (including any required induction and training courses), in respect of the Site;

b) the activities of the Company, any separate contractors or any third parties at the Site are not interfered with or impeded in any way by the Contractor or its employees, agents or by any Subcontractor; and

c) the Contractor and its employees, agents and all Subcontractors obey all lawful directions given by any authorised personnel of the Company while on the Site.

3.8 The Contractor is not granted nor entitled to exclusive possession of the Site and must co-operate with any other persons who come on to the Site, including representatives of the Company, separate contractors and any other third parties.

Reporting and providing documentation

3.9 The Contractor must:

a) provide regular (at least fortnightly) updates to the Company regarding the progress of the Works;

b) promptly provide any other information requested by the Company (acting reasonably) from time to time; and

c) notify the Company in writing as soon as it becomes aware of any matter that could impact on the Contractor's ability to achieve Practical Completion of the Works on or by the Due Date for Completion and must immediately take all necessary steps to fully mitigate any such matter.

Spares

3.10 The Contractor will guarantee the continuous supply of spare parts and/or replacement materials for the Materials, finishing materials and fixtures included in the Works for a minimum of ten (10) years from Practical Completion. In the event such parts or materials cannot be procured by the Contractor using best endeavours or such parts or materials produced by a third party come out of production, the Contractor shall

(subject to the Company's approval) procure a suitable replacement and perform any modification to the Works as may be required.

4 COMPANY'S CORE OBLIGATIONS

Payment

As complete and full compensation for the fulfillment by the Contractor of all its obligations under the Contract, the Company will pay the Contractor the Contract Price at the times and in the manner set out in the Contract.

5 REPRESENTATIVES

Company's Representative

5.1 The Company will be represented at all times by the Company's Representative.

5.2 All agreements, approvals, directions, instructions and the like to be given by the Company to the Contractor will be given by or through the Company's Representative and these will be binding on the Company, except that the Company's Representative is not authorised to:

a) waive any term or condition of the Contract or any right or remedy of the Company under the Contract;

b) release, discharge or relieve the Contractor from any obligations or liabilities under the Contract;

c) vary the Contract;

d) grant an extension of time;

e) grant or agree to any additional payment;

f) suspend the Works; and/or

g) terminate the Contract.

5.3 The Company is entitled to replace the Company's Representative at any time and will notify the Contractor immediately if it does so.

Contractor's Representative

5.4 The Contractor will be represented at all times by the Contractor's Representative and all acts and omissions of the Contractor's Representative will be binding on the Contractor.

5.5 The Company will be entitled to, at any time, object to the Contractor's Representative. In that event the Contractor will use its best endeavours to satisfy the objection raised by the Company. The Contractor will immediately appoint another appropriately qualified and experienced Contractor's Representative and notify the Company accordingly, should the objection not be satisfactorily addressed at the sole discretion of the Company within three (3) Business Days of the date the objection is raised.

6 SECURITY

Performance Bond

6.1 The Contractor will, within ten (10) Calendar Days from the Effective Date, provide a Performance Bond to the Company for the amount and in the form specified in the Specific Terms and duly executed by a Financial Institution satisfactory to the Company.

6.2 Notwithstanding anything to the contrary, no payment otherwise due under the Contract will become payable until the Contractor has complied in full with Clause 6.1.

6.3 If the Contractor fails to comply with Clause 6.1, then it will be deemed to be in material breach of the Contract.

Advance Payment Guarantee

6.4 The Contractor will, within eight (8) Business Days from the Effective Date, provide an Advance Payment Guarantee valid from the date of the Advance Payment to be made pursuant to Clause 7.5, in the form specified in the Specific Terms and duly executed by a Financial Institution satisfactory to the Company.

6.5 Notwithstanding anything to the contrary, no payment otherwise due under the Contract will become payable until the Contractor has complied in full with Clause 6.4.

6.6 If the Contractor fails to comply with Clause 6.4, then it will be deemed to be in material breach of the Contract.

7 CONTRACT PRICE AND PAYMENT

Contract Price sufficient, fixed and firm

7.1 The Contractor acknowledges and agrees that it has, and will be deemed to have, satisfied itself as to the correctness and sufficiency of the Contract Price, which covers all of its obligations under the Contract. The Contract Price is fixed and firm and is not subject to any adjustment of any kind except as expressly provided otherwise in the Contract.

Payment

7.2 Payment for performance of the Works by the Contractor in accordance with the Scope of Work, will be made by the Company on a monthly basis subject to the following:

a) The Contractor will issue provisional monthly invoices by the [1st] of the month for the portion of the Works undertaken during the previous month.

b) The Technical Advisor will assess each provisional monthly invoice against the Materials installation work completed during the month to which the provisional monthly invoice relates. The Technical Advisor will notify the Contractor in writing within [ten (10)] Business Days of receipt of the provisional monthly invoice of the amount that the Company proposes to pay to the Contractor (the ***Approved Amount***).

c) The Contractor will, within two (2) Business Days of written notice from the Technical Advisor under Clause 7.2(b), send the Company an invoice for the Approved Amount. The invoice must be sent directly to the Company (with a copy to the Technical Advisor) and must quote the Contract number recorded in the Contract Agreement.

d) The Company will pay the Approved Amount due to the Contractor by the [25th] of the month following the month of receipt of the invoice under Clause 7.2(c).

Payment Not Acceptance

7.3 No payment made by the Company under or in connection with the Contract will or will be deemed to constitute the Company's acceptance that all or any part of the Works are in compliance with the Contract.

Set-Off, Deduction and Withholding

7.4 The Company may, in addition to any other rights of set-off available to it under Omani law, deduct, withhold or set-off:

a) any payment due to the Contractor under the Contract including:

(i) any debt or other moneys due from the Contractor to the Company; and/ or

(ii) any genuine claim to money that the Company may have against the Contractor whether for damages or otherwise, and

b) any payment due to the Contractor under the Contract such amount as it deems reasonably necessary or appropriate because of any one or more of the following reasons:

(i) Defects, whether or not payment has been made therefor; and/ or

(ii) any overpayment made by the Company with respect to any previous payment.

Advance Payment

7.5 The Company will, upon receipt of the Advance Payment Guarantee, pay to the Contractor an advance payment of [insert] (***Advance Payment***).

8 TAXES

Contractor taxes

8.1 The Price(s) which Company has agreed to pay for the Work is inclusive of all taxes, excluding Value Added Tax, duties or other charges, and shall be firm and fixed unless otherwise agreed in writing by Company; provided however, that Company shall receive the benefit of any general reductions in Contractor's prices prior to performance of the Work.

Withholding Tax

8.2 Should any applicable law require withholding taxes, but not Value Added Tax, from payments to Contractor, Company shall deduct such amounts to be withheld from the payment due to Contractor and shall remit the amount withheld to the proper tax authorities, unless Contractor demonstrates, to Company's satisfaction, exemption

from such withholding. Any amounts withheld by Company shall be deemed part of the compensation paid to Contractor. Contractor shall complete, sign and return to Company any forms regarding withholding or other taxpayer information that Company requests from and supplies to Contractor. Company shall provide Contractor evidence of any amounts withheld and remitted to the requisite tax authorities.

For the purpose of clause 8.1, the following shall have the following meaning:

- **Value Added Tax (VAT)**
  Including without limitation value added tax, goods and service tax, sales tax or any similar tax as applicable to the contract and the supplementary documentation issued thereunder, including but not limited to invoices, credit notes, debit notes and similar, in accordance with the prevailing laws of the Sultanate of Oman, including any transitional VAT legislative provisions

- **Tax Authority**
  The designated government agency that is responsible for managing, collecting and enforcing the relevant tax or any similar competent authority and relevant ministry under which it operates.

8.3 To the extent that the goods and services provided under the Contract are subject to VAT, the Contractor shall add VAT to the Contract Price or Service Fee at the prevailing rate as applicable such that the stated prices shall be considered exclusive of VAT. Where appropriate the Contractor shall apply any VAT exemption or subject the supply to zero-rated VAT, whichever may be applicable.

The VAT for such supply will be calculated as follows:-

- A x R, Where:
  A is the Contract Price or Service Fee payable for the supply
  R is the applicable rate of VAT.

A. Company shall pay the Contract Price or Service Fee plus VAT to the Contractor following receipt of a valid tax invoice which is in accordance with the prevailing VAT Law.

B. Payment of VAT to the (Supplier/Contractor) will not be processed and released by Abraj in the absence of a valid VAT invoice.

C. In the event that the Contractor has incurred or will incur costs and expenses, and where some or all of these costs and expenses are or will be recharged to Company separately to compensation for services, and there has been or will be VAT incurred on these costs and expenses, then the recharges shall be as follows:-

   1) If after employing reasonable efforts and procedural and legal compliance, the Contractor does not have a right to recover this VAT from the relevant tax authority, whether through filing of a local VAT return or other scheme

or mechanism, then the value of the recharges shall be calculated as inclusive of the VAT that was incurred.

2) In all other cases, including where the Contractor does have a right to recover this VAT from the relevant tax authority, then the value of the recharges shall be calculated without including the VAT that was incurred.

D. For the avoidance of doubt, it shall at all times remain the sole responsibility of the Contractor to:-

1) Assess the VAT rate(s) and VAT liability arising out of or in connection with the Contract.
2) Account for or pay any VAT (and any other tax liability) relating to payments made to the Contractor under the Contract to the relevant Tax Authority.
3) To the extent the supplies made by Contractor is zero rated according to the Oman Law and Regulations, Company will provide the necessary document/s and/or certification/s to satisfy Contractor of the zero-rating VAT treatment.

E. Company shall not be liable to the Contractor in any way whatsoever and shall have recourse in regard to any error or failure made by the Contractor in relation to VAT, including without limit:-

1) Where the Contractor is subject to a VAT ruling(s), determination, announcement or generally accepted practice in connection with the Contract
2) Where the Contractor has applied the incorrect rate of VAT, for whatever reason, and this application is subsequently held to be incorrect or invalid
3) Where the Contractor's treatment of VAT in respect of any claim for payment made under the Contract is subsequently held to be incorrect or invalid

Tax Information Required

8.4 The Contractor will provide the Company with the necessary information to enable the Company to determine the extent of any withholding tax payments the Company is required to deduct or withhold under Clause 8.2 above.

9 RISK, TITLE, NO DAMAGE TO PROPERTY AND UTILITIES

9.1 **Risk**

Notwithstanding any other provision, risk in the Contract Works will remain with the Contractor until the date of issue of the Practical Completion Certificate for the whole of the Contract Works. The Contractor will promptly at its own cost make good any loss or damage to the Contract Works or any part of the Contract Works from any cause that occurs while the risk in the Contract Works is with the Contractor under the previous sentence.

9.2 **Title**

Title in the Materials will transfer to the Company at whichever is the earlier of the following times:

a) when the Materials have been delivered to the Site; and

b) when the Contractor has been paid for the Materials.

9.3 The Contractor warrants that at the time title is so transferred to the Company it has or will have full title to the applicable Materials free of all Encumbrances to ensure that full title in such item free of all Encumbrances passes to the Company.

9.4 **No Damage to Property**
The Contractor will not, and will ensure that Subcontractors do not, damage any public or private property during the performance of the Contract. If the Contractor or any Subcontractor directly or indirectly causes any damage to any such property, then the Contractor will immediately, at its own cost, repair, rebuild or otherwise restore the same.

9.5 **Utilities**
The Contractor will, to the extent applicable:

a) be responsible for physically locating any utilities and services that are situated in or affect the Site; and

b) arrange for their protection, isolation, offsetting, reinstatement or alteration where appropriate.

10 COMPANY'S INFORMATION, DRAWINGS AND MANUALS

Company's Information

10.1 The Contractor warrants and represents that it has, prior to the date of the Contract, carefully examined, considered and scrutinised the Scope of Work and has fully satisfied itself with the same.

10.2 The Company does not warrant the accuracy, completeness or fitness for purpose of any information provided by it or may be provided by or on behalf of it to the Contractor at any time in relation to or in connection with the Works and/or the Contract. The Contractor must not rely on such information, or claim to have relied on the same, at any time, and the Company will have no liability whatsoever to the Contractor arising from the provision or use of such information.

Shop Drawings

10.3 The Contractor is solely responsible for preparing shop drawings for the Materials based on and in accordance with the Scope of Work and Good Industry Practice, and for ensuring that the Materials to which the shop drawings relate comply with the requirements of the Contract.

10.4 The Contractor will submit its final shop drawings to the Company by the time specified in the Specific Terms.

10.5 The Company will as soon as reasonably practicable and in any event within ten (10) Business Days after receipt of the shop drawings from the Contractor review the shop drawings and may comment upon and/ or require the Contractor to modify the shop drawings.

10.6 If the Company requires the shop drawings to be modified in accordance with Clause 10.5 above, the Contractor will, as soon as reasonably practical, correct and resubmit the shop drawings to the Company for review, in which case the process in Clause 10.5 will apply.

10.7 Any review, approval, comment or acknowledgement of the shop drawings by or on behalf of the Company will not prejudice or affect the Contractor's obligation to carry out the Works in strict compliance with the Contract.

10.8 The Contractor will not commence procuring, fabricating or manufacturing the Materials to which the shop drawings relate unless and until the Company has reviewed the shop drawings and does not require any modifications to be made to the shop drawings under Clause 10.5.

As-Built Drawings

10.9 The as-built drawings will make clear cross-reference to the shop drawings and the Scope of Work and all subsequent documentation, instructions and approvals given by the Company's Representative to the Contractor from which the as-built drawings were derived.

10.10 The draft as-built drawings will be provided to the Company prior to and as a requirement of Practical Completion.

10.11 The final Company approved as-built drawings will be provided to the Company within 4 weeks after the date of Practical Completion.

Operation and Maintenance Manuals

10.12 The operations and maintenance manuals will be in sufficient detail to enable the Company to operate, and maintain the Works.

10.13 The draft operation and maintenance manuals will be provided to the Company prior to and as a requirement of Practical Completion.

10.14 The final Company approved operation and maintenance manuals will be provided to the Company within four (4) weeks after the date of Practical Completion.

11 INTELLECTUAL PROPERTY RIGHTS

Ownership of New Documents

11.1 All Documents produced or prepared by or for the Contractor (including by any Subcontractor) in the course of or as a result of the performance of the Contract in connection with the Works, will be the exclusive property of the Company, and, for the avoidance of any doubt, the Company may use and disclose the same freely without reference to or consent of the Contractor or any other person or entity. The Contractor will not use any such Documents for any purpose other than the performance of the Contract. The Contractor will ensure that it secures all necessary rights from Subcontractors in order to ensure that exclusive property in the said Documents vests in the Company in the manner set out in this Clause 11.1.

Company's License To Use Existing Documents

11.2 With respect to all Documents used by the Contractor or any Subcontractor in respect of the Works that are not produced or prepared by or for the Contractor in the course of or as a result of the performance of the Contract, the Contractor (both for itself and on behalf of the applicable Subcontractors) hereby grants to the Company and its advisers and contractors an irrevocable, transferable (including by way of sublicense(s)), perpetual, unconditional, non-exclusive, royalty-free licence and right to copy and use all such Documents for the Works, including for the planning, design, engineering, procurement, assembly, installation, testing, commissioning,

completion, operation, maintenance, modification, repair, renewal, expansion and/or alteration of the Works, as well as for the ongoing business operations of the Company. The Contractor will ensure that it secures all necessary rights and licenses from Subcontractors in order to meet its obligations under this Clause 11.2.

Formalities and Delivery of Documents

11.3 The Contractor will execute or procure the execution of such documents and do all such things as may be necessary or reasonably desirable in the Company's opinion to give effect to the provisions of Clauses 11.1 and 11.2. The Contractor will also promptly deliver to the Company all Documents in respect of the Works that the Company may from time to time request.

Infringement

11.4 The Contractor warrants to the Company that:

a) the Contractor, all Subcontractors, and, in each case, their respective employees and agents, will not infringe the Intellectual Property Rights of any person or entity in the course of performing the Contractor's obligations under the Contract; and

b) the Works will not by their nature constitute or depend for their existence upon any infringement of the Intellectual Property Rights of any person or entity and may be used and (where applicable) operated by the Company or any other person or entity without any infringement of the Intellectual Property Rights of any person or entity.

11.5 The Contractor will indemnify the Company and the Company's Representative against any claim, loss, damage or liability incurred by the Company or the Company's Representative in respect of any infringement of the type referred to in Clause 11.4, as well as in respect of any costs the Company or the Company's Representative may incur in respect of the same.

12 HS&E, HAZARDOUS SUBSTANCES AND EMERGENCY WORK

Health, Safety and Environment

12.1 The Contractor will submit a Site specific Health & Safety Management Plan to the Company for approval prior to the Commencement Date. The Contractor must observe and comply with the Company approved plan.

12.2 At the Site and all other locations where the Works are performed by or on behalf of the Contractor in relation to the Contract (all being ***Works Places***) the Contractor will be responsible for:

a) ensuring the health, safety and welfare of all people that are or may be affected by, or are in close proximity to, the Works;

b) providing all necessary information to the Company and relevant third parties in respect of any potential hazard associated with the performance of the Works;

c) protecting the environment; and

d) taking best industry practice health, safety and environmental measures.

12.3 Without limitation or prejudice to Clause 12.2, the Contractor warrants that it will take all practicable steps to ensure that no act or omission:

a) causes a hazard, significant hazard, harm or serious harm to any employee of the Contractor or any other person at any Works Place or in the vicinity of any Works Place;

b) is a breach of any duty or obligation of the Contractor under all applicable health and safety legislation; or

c) does or is likely to give rise to any proceedings or a prosecution under all applicable health and safety legislation against the Company, the Contractor, any Subcontractor or any other person or entity,

and the Contractor further warrants that it, and that each person it engages in relation to the Works, is aware of and complies with its obligations under health and safety-related Law as well as any Company issued or provided health and safety rules, policies and procedures.

12.4 The Contractor acknowledges and agrees that as between it and the Company the Contractor is the person in control of the Works Places and accordingly has the responsibility for the health and safety of all persons in and about the Works Places.

12.5 Without limitation or prejudice to Clause 12.2, the Contractor warrants that it will not do or omit to do anything, or use materials, plant, Materials, substances or processes which:

a) would or could discharge a contaminant into the environment, cause the emission of noise to exceed a reasonable level or cause any adverse effect on the environment;

b) is a breach of any duty or obligation of the Contractor under any other applicable environmental legislation; or

c) does or is likely to give rise to the issue of an abatement notice, enforcement proceedings under any applicable Law against the Company, the Contractor, any Subcontractor or any other person or entity,

and the Contractor further warrants that it will comply with all applicable environmental Law as well as any Company issued or provided environmental rules, policies and procedures.

Handling Of Hazardous Substances

12.6 The Contractor will ensure that it, and that each person it engages in relation to the Works, is aware of and complies with its obligations under Laws relating to the handling, use of and disposal of hazardous substances.

12.7 The Contractor will be responsible for having a valid controlled substance licence at all times if required by the Company or as otherwise may be required by any Law or Consent. If the Contractor fails to hold the required licences this may result in the Contractor being liable in any proceedings, criminal or otherwise and the Contractor will be deemed to be in material breach of the Contract.

Emergency Work

12.8 If, during the execution of the Works, any work is necessary as a matter of urgency to prevent damage to the Works or any other property or to prevent the death or injury of any person, the Contractor will immediately carry out such work.

12.9 If the Contractor is unable or unwilling to do such work immediately, the Company may do or cause to be done such work as the Company may determine is necessary in order to prevent damage to the Works or property or to prevent the death or injury of any person. The cost incurred by the Company in relation to or in connection with any such work will be paid by the Contractor to the Company on demand as a debt due and payable.

13 INSPECTION AND TESTING

Inspection

13.1 The Company will have the right to inspect the Works at any time. The Contractor will provide all necessary access and facilities for such inspection.

Testing

13.2 The Contractor must carry out any tests required by the Contract or otherwise by Good Industry Practice, and must invite (giving reasonable advance notice) the Company's Representative to attend all such testing.

13.3 Where the Specific Terms require, the following will apply:

a) Within fifteen (15) Business Days from the date of the Contract, the Contractor will prepare and provide to the Company a detailed programme and procedure for the testing and Commissioning of the Works that is in accordance with the Contract and Good Industry Practice, for the Company's approval.

b) If the Company requires changes to the programme and procedure, the Contractor will consult with the Company and will thereafter amend and resubmit the programme and procedure for the Company's approval. The process in this Clause 13.3b) will be repeated (as many times as is necessary) until the Company has approved of a programme and procedure for testing and Commissioning that has been so amended and resubmitted by the Contractor.

c) The programme and procedure for testing and Commissioning approved by the Company under Clause 13.3a) or Clause 13.3b) (as the case may be) will, for the purposes of this Clause 13.3, be the ***Testing and Commissioning Programme and Procedure***.

d) The Contractor must observe and comply with the Testing and Commissioning Programme and Procedure, including complying with all agreed testing and Commissioning periods therein.

General

13.4 The Company may require the Contractor carry out any test and/ or inspection that is not specified in or required by the Contract. The Company will compensate the Contractor for any reasonable costs incurred by the Contractor and the Contractor will be entitled to a fair extension to the Due Date for Completion for doing so, unless such test and/ or inspection reveals that the Works (or any part thereof) are not in

accordance with the Contract or where such test and/or inspection was otherwise reasonable in light of other Defects.

13.5 The Contractor will provide the Company with a certified report of the results of any tests and/or inspections referred to in Clause 13.4.

Contractor not relieved

13.6 Neither inspection by the Company of any of the Works nor any testing will relieve the Contractor of any obligations or liabilities under the Contract.

14 COMPANY CONSENTS

The Company will obtain all Consents required for the execution of the Works other than the Consents to be obtained by the Contractor pursuant to Clause 3.3.

15 COMMENCEMENT, COMPLETION AND DELAY LIQUIDATED DAMAGES

Commencement

15.1 The Contractor must commence the Works on the Commencement Date.

Completion

15.2 The Contractor's Representative will give the Company's Representative written notice not less than ten (10) Business Days' prior to the date the Contractor believes it will achieve Practical Completion of the Works.

15.3 Unless the Contractor's Representative requests otherwise, the Company's Representative will inspect the Works on the date the Contractor has advised under Clause 15.2 and:

a) if the Company's Representative believes that Practical Completion has been achieved, he or she will issue a Practical Completion Certificate; or

b) if further works or services are required before Practical Completion is achieved, he or she will give to the Contractor's Representative written notice of the works or services to be undertaken in order that the Works may qualify for a Practical Completion Certificate.

15.4 Where the Company's Representative has advised that a Practical Completion Certificate may be issued on satisfactory completion of any works or services required under Clause 15.3b), the Company's Representative will issue a Practical Completion Certificate once those works or services have been completed to the Company's Representative satisfaction.

15.5 The Practical Completion Certificate will state the date on which Practical Completion was achieved.

15.6 If the Practical Completion Certificate is issued notwithstanding the existence of minor omissions or minor defects, these must be rectified by the Contractor promptly following issue of the Practical Completion Certificate. Failure to promptly remedy any such items will entitle the Company or its nominee to carry out all necessary work at the Contractor's cost (such cost will be recoverable from the Contractor on demand by the Company as a debt due and payable).

15.7 The Contractor will, as a requirement of Practical Completion, remove all surplus materials, plant and Materials from the Site. Risk and ownership in all such materials, plant and Materials will vest in the Contractor immediately upon removal from the Site unless required otherwise by the Company.

Delay Liquidated Damages

15.8 If the Contractor fails to achieve Practical Completion of the Works on or by the Due Date for Completion, the Contractor will pay to the Company the Liquidated Damages. The payment of any Liquidated Damages under this provision will be without prejudice to the Company's other rights and remedies and will not relieve the Contractor from discharge of its obligations under the Contract.

15.9 The Parties agree that the Liquidated Damages for delay payable by the Contractor under Clause 15.8 are a genuine pre-estimate of the losses that may be suffered by the Company as a result of the Contractor failing to achieve Practical Completion of the Works on or by the Due Date for Completion.

16 DEFECTS AND FINAL COMPLETION

Defects

16.1 In the event that the Company notifies the Contractor of any Defect in Works at any time prior to the expiry of the Defects Notification Period, the Contractor will, at the Contractor's own cost and risk, promptly repair, replace or otherwise make good such Defect.

16.2 The Company will, where applicable, give the Contractor reasonable access to the Site to enable the Contractor to perform its obligations under Clause 16.1.

16.3 If the Contractor fails to promptly remedy any Defect in accordance with Clause 16.1, the Company may, by notice to the Contractor:

a) carry out the remedial work itself or by others and the Company's reasonable costs in doing so will be recoverable by the Company from the Contractor as a debt due and payable; or

b) require the Contractor to grant the Company a reasonable reduction in the Contract Price, with reference to the Defect and the effect on the Works, as determined by the Company (acting reasonably), and such reduction will be recoverable by the Company from the Contractor as a debt due and payable.

16.4 If any part of the Works is replaced, repaired or made good during the Defects Notification Period, the replacement, repaired or made good part will have an extended Defects Notification Period for the period stated in the Specific Terms.

16.5 The Contractor must obtain, from the relevant third parties, warranties that are obtainable in the ordinary course of business in respect of the Works. Immediately following the expiry of the Defects Notification Period, the Contractor will assign to the Company the benefit of all such warranties. Where the Contractor is unable to assign to the Company any such warranty, the Contractor will hold such warranty in trust for the Company and will take such action in respect of the warranty at the Contractor's cost as the Company may reasonably request from time to time.

Final Completion

16.6 The Company's Representative will issue a Final Completion Certificate to the Contractor when:

a) the Defects Notification Period has expired;

b) the Contractor has complied with all of its obligations under the previous provisions of this Clause 16; and

c) the Works are otherwise complete, including delivery to the Company of all required Documentation.

16.7 Notwithstanding the issue of the Final Completion Certificate, the Contractor will remain liable for the fulfilment of any obligation of the Contractor under the Contract which then remains unperformed or not properly performed.

17 INDEMNITY

The Contractor will indemnify the Company (both during the term and after termination of the Contract) against:

a) any loss, damage or liability suffered by the Company arising out of any third party claim in relation to or in connection with any negligence or breach of the Contract by the Contractor;

b) any loss, damage or liability incurred by the Company in respect of injuries to persons or damage to property arising out of the performance of the Contract by the Contractor; and

c) any costs the Company may incur in respect of that loss, damage or liability.

18 INSURANCE

18.1 **Contractor Insurance** [Abraj's insurance consultant to review all insurance provisions for appropriateness]
From commencement to completion of all of the Works (but subject to 18.1(c) below), and to the extent specified in the Specific Terms, the Contractor will keep in force the following insurance policies with a reputable insurer acceptable to the Company and on terms acceptable to the Company (acting reasonably) and in accordance with this Clause 18:

a) public liability insurance, for the amount stated in the Specific Terms;

b) product liability insurance, for the amount stated in the Specific Terms;

c) [professional indemnity insurance, for the amount stated in the Specific Terms. The Contractor shall keep in force such professional indemnity insurance from commencement until the date this is ten (10) years from the date the Works achieve Practical Completion.]

d) construction 'all-risks' insurance for loss or damage to the Works (including covering the Materials and any materials and plant forming or to form part of the Works), for the full replacement value of the Works.

The Contractor must also ensure that it has all insurances in place needed to comply with all applicable Laws.

Co-Insureds

18.2 The Company and the Contractor will be named as co-insureds for their respective rights and interests under all insurance policies effected by under, in relation to or pursuant to the Contract. All insurer's rights of subrogation against such additional insureds for losses or claims arising out of, in relation to or in connection with the Contract will be waived under such policies. This Clause will not apply to any professional indemnity insurance effected by the Contractor under Clause 18.1.

Insurance Deductibles

18.3 As between the Company and the Contractor, all deductibles in respect of the insurances to be effected and maintained by the Contractor under the Contract will be for the sole account of the Contractor. The deductibles will not exceed the deductibles specified in the Specific Terms.

Insurance Certificates

18.4 The Contractor will provide certificates to the Company from the relevant insurers or insurance brokers as to the currency of its required insurances within five (5) Business Days of the Commencement Date as well as promptly following a request by the Company's Representative from time to time.

No Material Alteration

18.5 The Contractor will not make or permit any material alteration to the terms of any insurance policy to be effected and maintained by the Contractor under the Contract without the prior written approval of the Company. If any insurer makes or attempts to make any such alteration, the Party first notified must promptly give notice to the other Party.

Continuance of Underlying Responsibilities

18.6 Nothing in Clauses 18.1 – 18.5 limits the obligations or liabilities of the Parties under the other terms and/ or conditions of the Contract or otherwise. Any amounts not insured (including by reason of limitation, exclusion or deductible will be borne by the Company and Contractor in accordance with their responsibilities and liabilities under the Contract.

19 VARIATIONS

Variation Instructions

19.1 The Company's Representative may, from time to time, instruct that the Works, including the timing of the Works, be modified or changed (being a ***Variation***). The instruction must be in writing and served on the Contractor.

Notice of Variations

19.2 If the Contractor receives any instruction from the Company or the Company's Representative that is, or which the Contractor believes is a Variation, the Contractor must, within five (5) Business Days of receipt of such instruction, give written notice to the Company's Representative to that effect including the Contractor's proposed

reasonable adjustment (if any) to the Contract Price (with supporting details) in respect of the same. Notwithstanding anything to the contrary, the instruction will not entitle the Contractor to any adjustment to the Contract Price unless such notice is given by the Contractor within this timeframe.

Price Adjustment For Variations

19.3 Any schedule of prices included in the Contract will be used to value Variations, to the extent applicable or appropriate. Otherwise the adjustment will be reasonable. If no agreement is reached regarding the adjustment to the Contract Price for a Variation within ten (10) Business Days of the date of the Contractor's notice under Clause 19.2 or within the timeframe otherwise set by the Company, the Company's Representative may vary the Contract Price by what it considers to be the appropriate amount under this Clause 19.3.

Schedule Adjustment For Variations

19.4 Schedule adjustments for Variations are dealt with in Clause 20.1.

Compliance With Variation Instructions

19.5 The Contractor must comply with a Variation instructed under Clause 19.1 unless it is impossible (including taking account of resources available to the Contractor), unsafe or illegal for the Contractor to do so.

No Variation Processing Costs

19.6 The Contractor will not be entitled to any compensation for the cost of processing any Variation (whether or not the Variation proceeds).

20 EXTENSIONS OF TIME

Extensions Of Time

20.1 The Due Date for Completion will be fairly extended by the Company's Representative where the Contractor is fairly entitled to an extension of time by reason of:

a) the net effect of any Variation; or

b) a Force Majeure event or circumstance that prevents the Contractor from performing its obligations under the Contract,

provided that the instruction, event or circumstance must cause actual delay to the critical path elements of the Works which the Contractor must demonstrate to the reasonable satisfaction of the Company's Representative. This Clause is without limitation or prejudice to the last sentence of Clause 20.2.

Notice Of Extension Of Time Ground

20.2 The Contractor must, within five (5) Business Days of the occurrence of an extension of time ground under Clause 20.1, give written notice to the Company's Representative to that effect including the Contractor's proposed reasonable adjustment (if any) to the Due Date for Completion (with supporting details) in respect of the same. Notwithstanding anything to the contrary, the extension of time ground instruction, event or circumstance will not entitle the Contractor to any adjustment to

the Due Date for Completion unless such notice is given by the Contractor within this timeframe, provided however that the Company may, at its sole and absolute discretion, at any time and from time to time and for any reason it considers sufficient but without being under an obligation to do so, by notice to the Contractor unilaterally extend the Due Date for Completion.

Contractor Expedition

20.3 Where there has been a delay that does not entitle the Contractor to an extension of time pursuant to Clause 20.1, or if in the Company's opinion it is likely that the Contractor will not achieve Practical Completion of the Works on or by the Due Date for Completion, the Contractor will, at its own cost, take all steps as the Company may reasonably require to expedite progress, including by applying additional resources, airfreighting items, working longer hours and/ or otherwise accelerating the works, so as to ensure compliance with the schedule and programme requirements under the Contract.

21 FORCE MAJEURE

21.1 The Contractor's relief in respect of Force Majeure is set out in Clause 20.1.

21.2 The Company will not be regarded as being in breach of the Contract to the extent that it has been prevented from performing due to Force Majeure.

22 SUSPENSION

22.1 The Contractor will, on written direction from the Company, suspend the Works in accordance with that direction. The Company will compensate the Contractor for any reasonable costs (the level of such costs to be determined by the Company at its sole discretion) incurred by the Contractor in giving effect to the direction unless the suspension is:

a) in the opinion of the Company necessary to protect the health and safety of any person; or

b) in response to any breach of the Contract by the Contractor.

22.2 The Contractor will promptly recommence the Works after any written direction from the Company to do so and the Contractor will be entitled to a fair extension to the Due Date for Completion to reflect the period of the suspension unless the suspension is due to a reason in Clause 22.1a) or 22.1b).

23 TERMINATION

Termination Rights

23.1 The Company may terminate the Contract, by giving written notice to Contractor, in the event that:

a) the Contractor has not remedied a material breach of the Contract within ten (10) Business Days after the date on which the Contractor receives notice from the Company requiring it to remedy the breach (any such notice must make it clear that it is a notice for the purposes of this Clause 23.1a) in order to be effective as a notice under this Clause 23.1a));

b) the Contractor becomes bankrupt or insolvent in that the Contractor is not able to pay its debts as they fall due or is placed in liquidation, statutory

management, receivership, voluntary administration, is dissolved, or enters into any arrangement for the benefit of its creditors (other than for the purposes of a solvent reconstruction).

Rights On Termination

23.2 Where the Company terminates the Contract under Clause 23.1:

a) the Company may cancel the supply of any Materials, related works and services which have not then been delivered to the Site and will not be obliged to make any payment for such Materials, works and services or in respect of such cancellation; and

b) the Company will be entitled to recover from the Contractor any moneys paid in advance in respect of such Materials, related works or services and its costs, losses and damages incurred as a result of the termination (including, where applicable, any additional costs incurred by the Company in obtaining an alternative supply of the Materials and related works and services and in remedying Defects).

Company Termination For Convenience

23.3 The Company may, at its sole and absolute discretion and at any time, and without any requirement to obtain the Contractor's consent and without the need for a court order, terminate the Contract for any reason whatsoever or without cause by giving written notice to the Contractor to that effect. Upon receipt of any such notice of termination the Contractor will cease performance of the Works except to the extent specified in the notice of termination, and will be entitled to be paid by the Company the value (with reference to the Contract Price) of the obligations performed by the Contractor up until the date of termination.

Return Of Property

23.4 On the termination of the Contract for any reason, the Contractor must ensure that all property belonging to the Company is delivered or returned (as the case may be) in a satisfactory condition to the Company before receiving any final payment under the Contract.

Without Prejudice

23.5 Termination of the Contract for any reason will be without prejudice to any rights, liabilities or obligations of either Party which have accrued up to the date of termination.

24 DISPUTE RESOLUTION

24.1 The Parties shall attempt to resolve any Dispute.

Arbitration

24.2 If a Dispute is not resolved within [ninety (90)] days of written notification of its existence from one Party to the other, such Dispute shall be finally resolved by referral to arbitration administered by Oman Commercial Arbitration Centre (OAC) in accordance with the Arbitration Rules of Oman Commercial Arbitration Centre (OAC Rules), which Rules are deemed to be incorporated by reference into this clause.

The number of arbitrators shall be one if the disputed amount is equal to or less than OMR 1,000,000. Otherwise, the number of arbitrators shall be three. The seat, or legal place, of arbitration shall be Muscat Sultanate of Oman. The language to be used in the arbitral proceedings shall be English.

No Suspension during a Dispute

24.3 During the resolution of any Dispute the Contractor will continue the performance of its obligations in accordance with the Contract.

25 GOVERNING LAW

The Contract is governed by and will be construed in accordance with the laws of the Sultanate of Oman, and subject always to Clause 24, the parties irrevocably submit to the non-exclusive jurisdiction of the Oman courts any courts which have jurisdiction to hear appeals from any of those courts and waive any right to object to any proceedings being brought in those courts.

26 ASSIGNMENT AND NOVATION

Contractor Assignment

26.1 The Contractor must not assign, charge or novate all or any part of its rights and/or obligations under the Contract to any person or entity without the prior written consent of the Company (which may be given or withheld at the Company's sole and absolute discretion).

Contractor Deemed Assignment

26.2 For the purposes of Clause 26.1, where the Contractor is a company that is not listed on the main board of a public stock exchange, any change in the legal or beneficial ownership of its shares or those of its holding company, or the issue of new capital, which results in a change in the effective management or control of the Contractor will be deemed to be an assignment for the purposes of Clause 26.1. Any sale, disposal or transfer of more than 50% of the Contractor's assets or undertakings will also be deemed to be an assignment for the purposes of Clause 26.1.

Company Assignment or Novation

26.3 The Company may, without the consent of the Contractor, assign, charge or novate all or any part of its rights and/or obligations under the Contract to any person or entity.

Formalities

26.4 Both Parties agree to promptly execute all documentation reasonably required by the assigning, charging or novating Party in order to effect and/or formalise any permitted assignment, charge or novation. In respect of any novation by the Company under Clause 26.3, the Contractor must promptly, following request by the Company, duly execute, in triplicate, a deed of novation in the form required by the Company, failing which the Company may withhold payment of any amounts otherwise due and payable by the Company to the Contractor under the Contract.

27 CONFIDENTIALITY

27.1 Confidentiality

The Contractor will at all times keep confidential the Confidential Information, except to the extent:

a) the information was in the public domain prior to obtaining the same from or on behalf of the Company or later becomes part of the public domain through no act or omission of the Contractor or any person or entity for whom it is responsible;

b) the information is disclosed to the Contractor by a third party who did not receive the same, directly or indirectly, from the Company and who has, to the best of the Contractor's knowledge, no obligation of confidentiality with respect thereto;

c) the information is to be provided to the Contractor's employees, agents or Subcontractors to perform its obligations under the Contract, provided that the Contractor informs the person or entity of the confidential nature of the information and the person or entity unconditionally and irrevocably agrees in writing to keep the information confidential (such written agreement must be obtained prior disclosure being made);

d) the Contractor has a statutory obligation to disclose such information or is required to make such disclosures by a court of law; or

e) expressly authorised by the Company in writing.

Media Statements

27.2 The Contractor must not make any statements to the media or others regarding the contents of the Contract or the Works without the prior written approval of the Company.

28 CLAIMS

The Contractor acknowledges and agrees that it is not entitled to and will not claim any extension of time, any Variation, any additional payment or any other relief whatsoever under, in relation to or in connection with the Contract except to the extent expressly set out in the Contract, and it will not claim otherwise.

29 NOTICES

29.1 Any notice, consent, approval or document required to be given under the Contract must be in writing, in the English language and must be given by hand, post, facsimile or email to the Party's address for service of notices set out in the Specific Terms. Subject to the last paragraph of this Clause 29, a notice, consent, approval or document is taken to have been received:

a) if the notice, consent, approval or document is delivered by hand to the receiver, at the time of delivery;

b) if the notice, consent, approval or document is posted in a postage paid registered envelope addressed to the receiver, at the time when it would be received in the ordinary course of registered post then prevailing;

c) if the notice, consent, approval or document is transmitted by facsimile, on the date of transmission subject to receipt of an error free transmission report by the transmitter; and

d) if the notice, consent, approval or document is sent by email, when receipt of the email is acknowledged by the receiver by return email or otherwise in writing, except that return emails generated automatically will not constitute an acknowledgment.

29.2 If a notice, consent, approval or document is received on a day or on a day that is not a Business Day, the notice will be taken to have been received on the next Business Day

30 GENERAL

Entire Agreement

30.1 The Contract constitutes the entire understanding and agreement of the Parties relating to the matters dealt with in it and supersedes and extinguishes all prior agreements, statements, representations and understandings, whether verbal or written, given by or made between the Parties relating to the matters dealt with in the Contract. The Parties will not be bound by or be liable for any statement, representation, promise, inducement or understanding of any kind or nature in respect of the subject matter of the Contract not recorded in the Contract. Notwithstanding the foregoing this provision will not limit the liability of a Party in respect of fraudulent acts or omissions of that Party, and, without limitation or prejudice to Clause 28, for the avoidance of any doubt this provision is not intended to and nor will it limit or prejudice any rights and/ or remedies of a Party at law, equity or otherwise in relation to or in connection with the Contract.

No Partnership/Agency:

30.2 The Contract does not create a partnership or joint venture between the Parties and, in particular but without limitation, the Company will not be under any obligation to the Contractor or to any other party in respect of any subcontracts entered into in respect of the Contract.

Severability

30.3 If any one or more of the provisions contained in the Contract are invalid, illegal or unenforceable in any respect under any applicable law, the validity, legality and enforceability of the remaining provisions contained in the Contract will not in any way be affected or impaired.

Further Acts

30.4 Each Party will sign and deliver any documents and undertake any acts, matters and things that are reasonably required or requested by the other Party to carry out and give effect to the intent and purpose of the Contract.

Counterparts

30.5 The Contract may be executed in counterparts (including electronic copies of counterparts) and, provided that each Party has duly executed a counterpart, the

counterparts together will constitute a binding and enforceable agreement between the Parties.

Waiver

30.6 Any waiver of a Party's rights, powers or remedies under the Contract, or of the other Party's obligations, must, to be effective, be in writing, be dated and be signed by an authorised representative of the waiving Party. No waiver by a Party of the other Party's obligations contained in the Contract will constitute a waiver of any other obligations expressed or implied herein.

Amendments

30.7 No amendment to the Contract will be binding upon any Party unless the amendment is signed by an authorised representative of each Party.

Approvals

30.8 The obligations and liabilities of the Contractor under the Contract will not be released, diminished or in any other way affected by any enquiry, direction, inspection, comment, consent, sanction, acknowledgement, confirmation, approval or advice made or given by or on behalf of the Company(including by the Company's Representative) or failure by any such person to enquire, direct, inspect, comment, consent, sanction, acknowledge, confirm, approve or advise.

Plans

30.9 The observance by the Contractor of any programme, procedure, policy, manual, plan or similar instrument or tool referred to or derived or prepared under the Contract will not relieve the Contractor from any of its obligations or liabilities under the Contract.

Joint and Several Liability

30.10 To the extent that the Contractor is comprised of more than one person or entity in joint venture, partnership, consortium or other unincorporated grouping of two or more persons (***Joint Venture***):

a) those persons or entities will be jointly and severally liable to the Company for all obligations, duties and liabilities of the Contractor under the Contract;

b) the Contractor will notify the Company in writing as to which of those persons or entities (if not each of them) will have authority to bind the Contractor and in the absence of such written notification each such person or entity will be deemed to have the authority to bind the Contractor for all purposes (which cannot be retrospectively changed by the Contractor);

c) the Contractor must ensure that the composition or legal status of the Joint Venture is not altered or changed in any way whatsoever without the prior written consent of the Company; and

d) all references to "Contractor" in the Contract will be deemed to be a reference to each and every person and entity comprising the Contractor, individually, as well as to all the persons and entities comprising the Contractor, together.

Survival

The provisions of Clauses 5 and 6 of the Contract Agreement and of Clauses 1, 6, 7.4, 8, 9, 11, 15.9, 15.10, 16, 17, 23, 24, 25, 27, 28, 29 and 30 of the General Terms will survive termination or expiry for whatever reason of the Contract.

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Master Services Agreement
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C3, Special Terms & Conditions

TO BE INSERTED PRIOR SIGNING

Abraj Energy Services S.A.O.G.

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C4, Scope of Work

Tender Scope of Work

Abraj Energy Services SAOC is floating a tender to Radio-active Source Storage Area at our Abraj Adam Base. This project is essential for storing radio-active source in safe manner.

General Description

The project involves the construction of a Radio-active Source Storage Area designed to safely store radio-active source. The construction must adhere to specified dimensions, structural requirements, and safety standards.

1.1.1. Area Dimensions
As per drawing.

1.1.2.Floor Specifications
As per drawing

1.1.3.Lighting

- Adequate lighting must be installed to ensure safe operations at all times. Lighting should meet industry standards for storage facilities.
- As per drawing

1.1.4.Entry

- Fencing with door should cover the outer area.
- Aluminum (WPVC) door should be used for building.

1.1.5.Location

- The storage area will be located at the Abraj Adam Base.

1.1.6 Other requirements

- Radio-active radiation source sensors should be installed to detect the source leak.
- Over-head crane with capacity of 2 TN.
- 4 Number of pits as per the drawing.

2.1 Commercial Criteria:

- A comprehensive quote covering the entire scope of work, including electrical installations, must be submitted.
- Quote should be submitted within 2 weeks.

2.2 Additional Specifications and Considerations

2.2.1 Safety and Compliance

- The contractor must adhere to all relevant safety standards and regulations during construction.
- Proper signage and safety barriers should be in place to protect workers and equipment.
- The contractor is responsible for providing all PPE for their workers at the location.

- The contractor is responsible for providing all the necessary equipment and tools at the working area.
- Work should only be conducted during daylight hours.
- The contractor is responsible for providing fitness-to-work documentation for the workers before the project starts and must not send or replace any worker without informing the Adam Base Manager and the HSE Advisor at the location.

2.2.2 Environmental Considerations

- The construction process should minimize environmental impact. Measures should be taken to prevent contamination of soil and water.
- Waste materials should be disposed of responsibly and in accordance with local regulations.

2.2.3 Quality Control

- Regular inspections should be conducted to ensure quality and adherence to specifications.
- Detailed records of materials used, including batch numbers and suppliers, should be maintained.

2.2.4 Project Management

- A warranty of 10 years must be provided for all construction elements, excluding electrical works, which should have a 1-year warranty.
- A dedicated project manager should be assigned to oversee the construction and ensure timely completion.
- Regular progress reports should be submitted to Abraj Energy Services SAOG.
- The Contractor shall coordinate with the Abraj contract team for any technical queries.
- **Geotechnical Test Report:**
  The Contractor shall obtain the geotechnical test report from a reputed and approved agency. The Contractor must propose a minimum of three **(3)** agencies for the Client/Consultant's review and approval prior to commencing the testing works. (this activity will not be consider any finacial claim)
- The Contractor shall also consider the upgradation of electricity in case of insufficient spare capacity in the existing MDB/SMDB.
  - A provisional cost for this scope shall be included.
  - Payment will be made as a **Variation to Contract (VTC)** based on actual executed works.
- Abraj shall not be responsible for providing meals, accommodation, or transportation for workers.
- The Contractor shall be fully responsible for arranging water and electricity for construction purposes.
- The Contractor shall be responsible for arranging the following:
- Temporary site office establishment, fully equipped with:

- Office tables with chairs
- Office storage cabinets
- Computer, printer, and telephone
- Internet connection
- Meeting table (capacity 10–14 persons)
- Projector with screen
- Full set of tender and ongoing documents
- Pantry and bathroom facilities
- Air-conditioning for Consultant and Client representatives at site

3. List of Documents (Attached)

1. **Volume 1 – Prime Tender Documents**
2. **Volume 2 – Drawings**
   a. Architecture
   b. Electrical
   c. Structural
3. **Volume 3 – Specifications**
   a. Architectural Spec- Abraj Radioactive Source Store
   b. Electrical – Abraj Store Specification
   c. Structural -Abraj Radioactive store Specification
4. **Volume 4 – BOQ**
5. **Volume – Technical Data**
   a. Civil Defense Approval
   b. Full set of ROP drawing
   c. Kroki Adam base
   d. New ministry of housing approval 1
6. **Architectural Combined – Municipality Approved Drawings.**
7. **License – Approved certificate.**
8. **Structure Combined – Municipality Approved Drawings.**

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C5, Schedule of Rates

SCHEDULE 2: PAYMENT SCHEDULE

Part 1 – Commercial Table

1.1 **The Contract Price is as follows:**

The price break down will be inserted here by Abraj prior signing

1. **Delivery Period:**
2. **Payment Term:** Within 60 Days from receipt of invoice
3. **Delivery Term:**
4. **Performance Bond(if Applicable):** Not Required
5. **Warranty Period: 12 Months + Warranty Extended Period 12 Months.**
6. **Type of Contract:** Rate Agreement / Call-Off. This contract is not confirmation to start the work. A Purchase Order / Work Order will be issued whenever the service is required.

1.2 **Liquidated Damages:**

The Liquidated Damages amount equivalent to [1]% of the Contract Price for each calendar day of delay in achieving the Due Date for Completion provided that the Liquidated Damages shall not exceed a total of [10%] of the Contract Price.

Part 2 – HSE Non-Compliance:

2.1 HSE NON-COMPLIANCE

- Without prejudice to any other Clauses of the Contract and without limiting the Company's rights and remedies for contractual non-conformance, in the event of Contractor's non-conformance or violation of any of the HSE requirements listed below or any applicable policies imposed by the company clients, any regulatory body or quasi-regulatory body, Company will issue a monetary penalty as specified in - below, for each such non-conformance or violation to be deducted from Contractor's next invoice payment. Additionally, and at Company's sole discretion, Company reserves the right to exercise the following remedies, individually or collectively, in addition to any other rights and remedies provided under the Contract:

- Suspension of the personnel involved in the violation(s) or non-conformance(s);
- Termination of personnel(s) involved in the violation(s) or non-conformance(s) and barring of such employees from all Company contracts;

- For documented repeated occurrence, and after notifying the Contractor, Company may implement the necessary and agreed corrective action at the cost of Contractor;
- For persistent non-conformance, Company may take action for suspension of Contractor and / or termination of Contract and removal of the Contractor from the Company approved Contractor lists.

2.2 HSE Penalties:

Sr. #	HSE default	Penalty
1	Appointing and sending manpower to Abraj sites without prior notification	100 OMR
2	Failed to provide required PPE to their deployed personnel	100 OMR
3	Failed to provide SOP / JSA / Lift Plan for required task	150 OMR
4	Expired manpower Mandatory HSE Trainings	150 OMR
5	Expired manpower periodic Medical examination / sending manpower without valid medical report	150 OMR
6	Failed to implement manpower rotation schedule	200 OMR
7	Mismatched or expired manpower Labor / ID cards	200 OMR
8	Failed to provide periodic maintenance of provided equipment or timely repair	200 OMR
9	Failed to provide a competent workforce as per the contract requirement	300 OMR
10	Equipment with expired Inspection or defective equipment (tires, lights, alarms etc.) provided on Abraj Locations	300 OMR
11	Failed to close out the actions from annual audits or actions identified by site team	300 OMR
12	Failure to Implement Summer Mitigations or Provide Adequate Rest and Break Times for Workers	300 OMR
13	Failed to inform site team for Journey to Abraj sites / Travel without journey plan	500 OMR
14	Failed to use approved vehicle for Journey for Abraj Field Locations	500 OMR

15	Failed to follow Safe Journey Requirement (Violation will consider each occupant separately) Failed to follow Journey management (Over speeding, driving more than 200Km without rest break, seat belt etc)	500 OMR
16	Failed to share Monthly HSE KPI (For Level 1 and Other Nominated Contractors)	500 OMR
17	Failed to follow Abraj / client LSR (Permit to Work, Working at Height etc.)	500 OMR
18	Violation of Abraj HSE Policies (Drugs & Alcohol or Driving Policies etc.)	500 OMR
19	Failed to participate in incident investigation / Hide incident details / Failed to Report an Incident or Near Misses	500 OMR
20	Neglecting to Maintain valid ROP registrations, RAS, and Any Mandatory HSE Inspections Required for Vehicles and Equipment	500 OMR
21	Failed to present in Abraj Critical Safety Meetings to discuss HSE Performances without Justification	500 OMR

Note: In case if client issues an HSE default which is higher than the penalties listed in the table above, the higher client-issued HSE default penalty will apply.

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C6, HSE

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1.HSE

(HEALTH, SAFETY, AND ENVIRONMENT) REQUIREMENTS

1. General HSE Obligations

1.1 During the supply of Goods and the performance of Related Services, the Contractor shall be fully responsible for:

- Providing all necessary information to the Company and relevant third parties concerning any potential hazards associated with the supply and/or operation of the Goods.
- Protecting the environment and preventing pollution or degradation arising from its operations.
- Implementing best industry practices and complying with all applicable Health, Safety, and Environmental (HSE) laws, regulations, and Company-issued rules, policies, and procedures.

1.2 Without limitation or prejudice to C2, the Contractor shall take all practicable steps to ensure that no act or omission:

- Causes or contributes to any hazard, harm, or serious harm to any person at or near the Delivery Point.
- Results in a breach of any statutory duty or legal obligation.
- Exposes the Company or any other party to regulatory proceedings or prosecution under applicable laws.

1.3 The Contractor shall not use or permit the use of any materials, substances, or processes that may:

- Release contaminants or cause adverse environmental effects.
- Breach any environmental law, regulation, or permit condition.
- The Contractor further warrants that all hazardous materials supplied shall be properly labeled, and each consignment shall be accompanied by relevant safety data sheets and handling instructions.

1.4 Any failure to adhere to the requirements of this HSE Clause shall constitute a material breach of contract and a defect in the Service. The Company reserves the right to apply remedies, including re-performance, replacement at the Contractor's cost, termination, and the imposition of penalties as defined in C5 (Payment Schedule), without prejudice to any other rights under C2 – Indemnity and Consequential Damages.

2. Contractor HSE Qualification Levels

To ensure proper HSE control, competency assurance, and alignment with Abraj Energy Services requirements, all contractors shall be classified into one of the following levels based on the nature of their activities, risk exposure, and frequency of site interactions.

Level	Risk Category	Criteria	Min Qualification Criteria
Level 1	High-Risk	Direct Operational Activities / Direct operational work on Abraj sites	• Full HSE–MS aligned with Abraj, OPAL, and ISO 45001 • Competent and certified workforce • Annual HSE audits • IVMS compliance (vehicles) • Detailed risk assessments and emergency plan
Level 2	Medium-Risk	Contractors who visit Abraj sites on a call-out or periodic basis with moderate HSE exposure.	• Valid certifications for job-specific tasks • Site induction completion • Activity-based risk assessments • Compliance with permit-to-work and site rules
Level 3	Low-Risk	Indirect or Short-Duration Services or Material Supply to Abraj warehouse.	• Site induction for visitors • Compliance with basic HSE requirements • Activity-specific controls when required

3. HSE Management System (HSE–MS)

3.1 **Establishment of HSE–MS**

The Contractor shall establish, implement, and maintain a documented HSE Management System consistent with:

- -Sultanate of Oman Ministry of Labor and relevant national HSE regulations.
- -Abraj Energy Services HSE Management System requirements.
- -OPAL HSE–MS Guidelines or equivalent recognized standards.
- -ISO 45001 (Occupational Health & Safety Management System).

Where discrepancies exist between the Contractor's HSE–MS and Abraj requirements, these shall be addressed through an Interface Matrix defining responsibilities, procedures, and compliance measures.

3.2 **Core Elements of the HSE–MS**

The Contractor's HSE–MS shall, at a minimum, include

- HSE Policy & Objectives endorsed by senior management, with measurable targets and annual HSE plans.
- Defined Roles & Responsibilities for management, supervisors, HSE staff, and workers, integrated into job descriptions and appraisals.
- Planning & Risk Management, including hazard identification, risk assessments, legal compliance register, and emergency preparedness plans.
- Implementation & Operations, covering standard operating procedures, permit-to-work systems, toolbox talks, job safety analyses, lifting plans, and management of change (MoC)
- Performance Monitoring, through leading/lagging indicators, inspections, behavior-based safety programs, and audits.
- Corrective & Preventive Actions processes with root cause analysis and action tracking to closure.
- Management Review & Continual Improvement with documented reviews, assigned actions, and evidence of continuous improvement.

3.3 **HSE Records & Documentation**

The Contractor shall maintain verifiable, auditable HSE records, including incident reports, statistics (LTIF, RTAF), man-hours, IVMS data, emergency drill records, waste management logs, and monthly HSE performance reports in accordance with Abraj requirements.

3.4 **Competence, Training & Awareness**

All Contractor and subcontractor personnel shall undergo:

- Site-specific HSE induction prior to commencing work.
- Job-specific and high-risk activity training (e.g., confined space entry, working at height, defensive driving).
- Periodic refresher and awareness sessions.
- Records of all training, qualifications, and competence assessments must be maintained and made available for audit.

3.5 **Communication & Consultation**

The Contractor shall ensure active workforce participation in HSE through toolbox talks, safety committees, suggestion schemes, and dissemination of safety alerts and lessons learned.

4. Road Safety & Logistics

- All Contractor vehicles and drivers shall comply with OPAL Road Safety Standards and applicable local traffic regulations.
- Vehicles shall be fitted with In-Vehicle Monitoring Systems (IVMS) and Fatigue Management Cameras, with data accessible to Abraj upon request.
- Preventive and predictive maintenance shall be conducted per manufacturer specifications, and records shall be retained.
- The Contractor shall report monthly road safety statistics, including vehicle kilometers driven and driver behavior data.
- Compliance with the Abraj commuting procedure and maintenance of approved hub lists is mandatory.

5. Environmental Management

The Contractor shall:

- Comply with all applicable environmental laws, regulations, and Abraj requirements.
- Maintain an Environmental Aspects and Impacts Register to identify, evaluate, and mitigate risks.
- Implement waste management procedures covering segregation, labeling, licensed transport, and final disposal.
- Promote recycling and recovery, adopting zero-discharge practices in sensitive zones.

- Maintain spill prevention measures, trained responders, spill kits, and conduct annual spill response drills where applicable.

6. Emergency Preparedness & Response

The Contractor shall develop, implement, and periodically test a documented Emergency Response Plan (ERP) aligned with Abraj ERP and relevant government requirements.
The ERP shall clearly define emergency roles, drill frequencies, communication protocols, and procedures for various scenarios (fire, explosion, medical, environmental, and vehicle-related emergencies).

7. Incident Management

The Contractor shall implement a comprehensive Incident Management Procedure addressing injuries, illnesses, near misses, property damage, vehicle incidents, environmental spills, and high-potential events.

- Serious incidents must be reported verbally to Abraj within 1 hour and followed by a written preliminary report within 24 hours
- Detailed investigations, including root cause analysis (TapRooT®, 5 Whys, BowTie), shall be completed per Abraj Incident Management Procedure.
- All corrective actions shall be tracked to closure, with lessons learned communicated across all workforce levels.

8. Occupational Health Management

The Contractor shall implement an Occupational Health Program covering:

- Pre-employment and periodic medical fitness assessments.
- Fatigue management, working hours control, and heat stress prevention.
- Monitoring of occupational exposures (noise, dust, chemicals, radiation).
- Health surveillance, vaccination programs, and wellness campaigns.
- Maintenance of first aid facilities, trained responders, and medical arrangements with local clinics.
- Records of occupational health data shall be maintained and integrated with safety performance reporting.

9. Contracting Control

In cases where an Abraj Contractor intends to sub-contract personnel or equipment under the awarded scope of work:

- Sub-contracting shall not extend beyond one layer of sub-contractor.
- Prior to awarding any sub-contract, the Contractor must obtain Abraj's written approval confirming that:
    - The proposed sub-contractor's personnel possess the required qualifications, competencies, and valid certifications.
    - All sub-contracted assets, equipment, and vehicles comply with Abraj's HSE standards and relevant legal requirements.
- The primary Contractor shall remain fully responsible for ensuring that the approved sub-contractor adheres to all HSE obligations, reporting protocols, and performance requirements stipulated in this Contract.

9. Enforcement and Penalties

Failure to comply with these HSE obligations constitutes a breach of contract. The Company reserves the right to:

- Suspend or terminate work until compliance is achieved.
- Impose contractual penalties as defined in the Payment Schedule C5.
- Recover costs incurred due to re-performance, remedial actions, or regulatory sanctions.

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C8, Procedures for Contractors

SAP ARIBA, SERVICES ENTRIES, AND INVOICES

SAP Ariba, (E-Commerce)

SAP is an integrated software package that Company utilises to administer and manage its business, including authorising payments to contractors. Contractor is deemed fully familiar with the requirements of SAP.

Contractor shall ensure that the information held in SAP relating to Contractor is properly maintained.

SAP Ariba, E-Commerce is a platform are the primary digital system for invoicing and service entries.

Failure to adhere to this Article will result in the return of Contractor's invoice and invoice delayed payments.

SAP Service Entry

Contractor will be required to create service entries in SAP Ariba.

After completing the service entry, Contractor shall provide all documentation required for approval of the service entry to Company Personnel approving the service entry technically and financially.

Contractor is responsible for having a service entry created in the system to cover the performed Services and Company then approves the service entry. Contractor shall be informed automatically by e-mail/SAP of the associated Service Entry number and value when the Service Entry has been approved.

Submission of Invoice

Contractor shall not send an invoice to Company before payment is due in accordance with the Contract. Contractor accepts that failure to comply completely with the requirements of this article may delay payment of Contractor's invoices or Contractor may have the invoice(s) returned. To be specific, any invoice that does not completely comply with the requirements cannot be processed and will be sent back. This will be applicable to invoices with calculation errors as well.

APPENDIX 1: KEY PERFORMANCE INDICATORS

Sr.No	Quantitative KPI	Item Description	Result %
1	On-Time Delivery (OTD)	% of deliveries on or before the promised date	
2	Quality Performance	% of Accepted received items/service	
3	Discrepancy	% of pending rejected items/service (defects, non-conformance)	
4	Cost Avoidance	% of savings from avoided price increases or negotiated discounts compared to market trends	

Sr.No	Quantitative KPI	Item Description	Result %
1	Innovation / Value Addition	Measures implemented improvements delivering measurable efficiency, quality, cost, or process benefits	
2	End User Satisfaction	Feedback score from internal end-users on supplier service quality	
3	Compliance & Documentation	(Adherence to General contract terms, specs, certifications, etc.	
4	HSE Compliance	Assesses safety performance, incident rates, audit scores, and proactive compliance actions	