

مستقیم و غیرمستقیم

در این مورد مستقیم و غیرمستقیم

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latest  
international oil and gas industry standards and practices;  
C- Contractor has visited the site(s) where the Work, wholly or partly, will be performed and it acknowledges that it is fully familiar with the nature land, environment, access to operation area, roads, railways, ports, landing strips and all means of communications and access, labor, equipment and material availability, residence requirements, safety and environmental considerations;  
D- Contractor hereby accepts any and all responsibilities for having properly evaluated all costs and contingencies for successfully performing the Work and satisfying all Contract obligations and to bear all and any consequences resulting from its improper evaluation;  
Es, Company intends to have the Work implemented, carried out and completed satisfactorily by . \ Contractor;  
Contractor acknowledges the Work of legal environment existing in any country with ice of the t rfc hich ffe yf i Wol decl respect to the perfoi 'which may affect performance of the Orhan Se are & § f se ee 2 o> | i on? — aan a ae we ee Ma ey Swe oy ee ie (fi ™



another, they shall take the  
following order of precedence:  
Contract Document Title of Documents, Appendices and Relevant Annexes  
Prcetoucal  
This Document Main Body 1  
Appendix 1 Scope of Work as 2  
emanated Scope of Work Guidelines 2  
Appendix 2 Compensation 3  
Appendix 3 HSE Rules and Regulations 4  
Appendix 4 Standard Forms 5  
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and its Sub-  
Contractors), subcontractors, invitees and its Affiliates, subsidiary,  
shareholders, officers,  
directors, Company Personnel and employees (including the Company  
Representatives),  
agents, consultants and NIOC.

2.1.8. "Company Personnel" means any individual being under contractual  
relationship with  
Company.

2.1.9. "Confidential Information" means any document, data, information, or  
materials and etc.  
not being available in the public domain, that are furnished in any form or  
manner by  
Company to the Contractor or are otherwise acquired, obtained, generated,  
derived, created  
and/or developed by the Contractor in connection with the Work and/or field and  
reservoir  
and/or any arbitration proceedings under the Contract or relating to the  
business and  
management of Company including but not limited to any knowledge, invention,  
discoveries  
plans, maps, sections, reports, records, technical information, geologicahartd  
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performance of the  
 Work, whether being the employee of Contractor or its Sub-contractors or any  
 other entity  
 being under any kind of relationship including contractual relation with  
 Contractor;  
 2.1.22. "Operation Area" or "Contract Area" shall mean an onshore area situated  
 Sepehr-Jufair  
 Field located in the northeastern part of the Abadan Plain, Sepehr-Jufair area  
 where the  
 Work under the Contract is being carried out as per Appendix 1 (Scope of Work);  
 2.1.23. "Call out" or "Call off Order" means an order issued by Company which  
 include the  
 Services to be performed and carried out by Contractor.  
 2.1.24. "SSO", stands for Iranian Social Security Organization;  
 2.1.25. "Sub-Contractor" or "Subcontractor", shall mean sub-contractor(s),  
 and/or consultants  
 employed by Contractor at its own costs and expenses in connection with the  
 Work and  
 Contractor's responsibilities. Contractor shall obtain Company's Approval  
 before  
 employing any Subcontractor. Contractor shall not have the right to terminate  
 its contracts  
 with its Subcontractors without Company's Approval;  
 "Third Party" means any person except for Company Group and Contractor Group;  
 "VAT" stands for Value Added Tax;  
 "Well Location" means any location within Operation Area where Contractor is  
 required  
 to perform services-as-per\_Contract.  
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 yy Sepehr Pasargad Oil and Gas Production Company  
 is



writing".

2.2.10 "Days" or "Months" shall mean "consecutive calendar days" or "consecutive calendar months".

2.2.11 "Clause" and "Sub-Clause" shall mean Clauses and Sub-Clauses of the Main body unless otherwise specified.

Clause 3: Subject of Contract

3.1 The subject of this Contract is satisfactory provision of Maintenance Services as detailed in

Appendix 1 ("Scope of Work") in accordance with this Contract. Contractor shall perform the

Services with due diligence and care and in a good, safe and workmanlike manner, all in

accordance with this Contract and good international oil and gas industry practices. The

Services shall include all activities that are set forth in this Contract and all activities that are

reasonably inferable from description of the Services.

2\Contractor shall provide services to the Company on a scheduled Services through required anpower and is as below:



all in form and substance sufficient to meet Company's reporting requirements under the Project Agreements. Contractor shall maintain current revisions of drawings, specifications, lists, clarifications and other materials related to maintenance of the Project provided to Contractor by Company and vendors. Contractor shall provide Company reasonably necessary assistance in connection with Company's compliance with reporting requirements under the Project Agreements, applicable Laws or any other agreement to which Company is a party relating to the Project. Such assistance shall include providing reports, records, logs and other information that Company may reasonably request as to the Project or its operation.

Unless expressly agreed otherwise in writing, this Contract and the Scope of Work will apply to every Call-Off Order, during the Contract Duration with the same force and effect as if these terms and conditions and the Scope of Work were fully set out in any such Call-Off Order.

Unless the Parties expressly agree otherwise in writing, these terms and conditions (including any amendments to them) will supersede any other terms and conditions as may be attached to any Call-Off Order during the Term. Format of service tickets shall be proposed by Contractor for Approval of Company but irrespective of the terms and conditions in such orders or tickets, the terms and conditions of this Contract will govern the performance of the Services.

Upon obtaining knowledge thereof, Contractor shall promptly notify Company in writing of:

- i) any event of default under any of the Project agreements; (ii) any litigation, claims, disputes or actions, threatened or filed, concerning the Project or the Services; (iii) any refusal or

% Sepehr Pasargad Oil and Gas Production Company



Final Acceptance  
Certificate (FAC) by Company. The Force Majeure and Suspension Period will be  
added to the  
Performance Period.

Clause 6: Contract Compensation  
Total gross ceiling all-inclusive contract price is 4,976,131.20 USD  
(hereinafter called "Contract  
Compensation"). Contractor will be compensated based on the actual performed  
Services that requested  
pany and satisfactorily performed by Contractor i in accordance with this  
Contract particularly  
ndix 2 (Compensation).  
lance of doubt, Company is not obliged to meet the ceiling mentioned above and  
have full  
of choice to i whole of the Services to which the Contractor is responsible  
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in the Appendix 2  
(Compensation). In this case, and as a matter of necessity, the contract period  
might be extended for the  
requested extra services. The details of Change Orders(s) mechanism (if  
applicable) cited in the clause  
No. 9 of this document. (Change Order)

Note 5: Each and every invoice of Contractor shall be subject to all legal and  
contractual deductions  
and procedure stipulated in Appendix 2 (Compensation).

Note 6: The Contractor hereby irrevocably waives any and all rights, claims, or  
entitlements to  
compensation, damages, or extensions of time arising from delays in the  
processing or payment of any  
amounts due under this Contract.

Note 7: All payments made to the Contractor prior to the final financial  
settlement, including the  
resolution of any invoice discrepancies, shall be deemed on account payments  
and subject to adjustment  
upon final financial clearance.

Clause 7: Invoicing And Terms of Payment

(A) Payments to Contractor shall be made against subsequential presentation of  
the following  
do nts:

Approval of documents and reports (Documents and Reports) of requested Call-Off  
Order (as per Call-Off Order format) by the Company. Supporting documentation  
including Service tickets, reports, needed additional credentials Approved by  
Company  
hers, and/or progress reports as deemed necessary-duly'signed by

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so called "Sana" for the daily bid rate of purchasing market transference  
exchange rate (TT  
Weighted Average Market) as stated in SANA website (sanarate.ir) on a day  
before the date  
of payment.

III. In case of any payment in other currency (other than USD and except Rial),  
the applicable  
exchange rate shall be the one published in the Financial Times on a day before  
of the date of  
payment.

IV. The Contractor shall, in respect of the Work under the Contract, comply  
with the Law and  
any foreign exchange rules and regulations issued by the Central Bank of Iran  
(CBI).

V. Company shall not bear any costs associated with handling and transfer of  
money for making  
any payments to the Contractor.  
Deductions from Payments to Contractor  
allowing amounts along with other deductions under the Contract shall be deducted  
from any

id all payments to the Contractor:  
% (5 percent) ss amount of each invoice for the advantages payment

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to guarantee the due advance payment under the Contract and Company's approval. (Form can be found in Appendix No.

4) The advance payment bank guarantee shall be provided after Company's approval and award the Contract by Contractor from a prime bank acceptable to Company. This bank guarantee shall be valid up to the end of amortization of the advance payment amount, and will be released upon issuance of the Contractor's request and further Company's Approval.

If requested by Contractor, Company, at its discretion, may accept the provision of advance payment guarantee in Rial subject to:

A) provision of an acceptable advance payment bank guarantee equal to 130% of the stated amount in

this Clause. Purchasing SANA Telegraphic Transfer (TT) rate as published at [www.sanarate.ir](http://www.sanarate.ir) website

the supervision of the Central Bank of Iran (CBI) at the date of PBG's letter issued from the

term in case of surge of currency exchange rate more than 10% in comparison with the rate at

the date of advance payment. 00 ND



Company to the bank shall be applied. and. and;  
B) renewing or amending amount of the provided PBG upwards during the Contract term in case of surge of currency exchange rate more than 10% in comparison with the rate at the issuance date of PBG.

Note: In case of Contractor's failure, the equal amount will be deducted from approved entitled payment as complementary of PBG amount. The PBG shall remain valid until issuance of the Final Acceptance Certificate. After satisfactory accomplishment of the Services, Contract expiry or termination and Approval of Company, the PBG will be released.

8.3 Good Performance Retention ("GPR")  
19\shall deduct from each and every approved invoice(s) of Contractor an amount equal to Ten (10%) of its gross value as good performance guarantee retention for due and good performance Contractor's obligations and responsibilities under the Contract. In case Contractor fails to fulfill any contractual obligations under the Contract or fulfil it properly or in compliance, with the required ityin-ti hall at its sole discretion, confiscate all or part of the

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ii Calculation of relevant lump sum price or unit rates by analogy based on

lump sum price

and/or unit rates mentioned in the Appendix No. 2 (Compensation).

ii Holding a quotation process by the Contractor with participation of vendors

or contractors

Approved by the Company in advance and under direct supervision of the Company.

iv Mutual agreement of the Parties.

(2) Chang Order to Call Off Order

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**QUESTION**

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implementation of this Contract.

10.2.3 Contractor Representative may be replaced upon notifying Company of such replacement.

Clause 11: Termination

11.1 Termination for Convenience:

Without prejudice to the other Company's right, Company has the right to terminate the Contract or all or part of the issued Call off Order at any time at its own convenience as stipulated hereunder.

11.1.1 Company reserves the right to terminate the Contract or Call off Order by giving One (1) week prior notice to Contractor.

11.1.2 Contractor shall stop the Services instantly after receipt of such termination notice and within

Two Weeks (2 Weeks) shall be delivered to Company the result of Services and its progress

through a report illustrating the status and progress of each stage of Services (including unfinished parts of the Services that seems necessary to be accomplished within fifteen (15)

KE ~. Days and their required budget estimation).

) 11.13 — Contractor's report or based on Company's sole/discretion, decide to services. As such, Contractor of

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of termination (if any) as per terms and conditions of the Contract.

Note: In case of termination under Clause 11.2., Contractor shall be entitled to submit its invoice solely for the accomplished Services according to Appendix No. 2 (Compensation). it is agreed that no claim by Contractor for additional payment (of any kind, name and nature) shall be allowed in this respect.

Company shall not have any other liabilities to Contractor whatsoever as a result of any such termination and Contractor agrees to waive any and all claims for damages.

11.3 If Company exercises its rights to terminate pursuant to Clauses 11.1 or 11.2, Contractor must: immediately cease performance of all Services and immediately deliver to Company all work product (whether or not completed) unless otherwise provided by Company and return all of Company's Confidential Information that it may possess; execute or have executed all documents and perform or have performed all such acts which may be required, including, but not limited to, the aor ll possessory, intel rights or any or all subco) and/or aceon for the argo geno pas ste ey er fo

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and/or to any  
other duly constituted authorities who may be employed on the operations or any  
other contract  
which Company may enter into in connection with or ancillary to the Work and/or  
within  
Operation Area.

B.6 Contractor shall, in compliance with the Law, utilize local Iranian content  
during the  
execution of this Contract. At one hundred (100%) of Services and goods shall  
be considered  
as Iranian local content under the Applicable Law.

B.7 The Contractor shall maximize the utilization of qualified and experienced  
Iranian citizens  
to carry out Services, in accordance with the Law, including the Law limiting  
the employment  
» of foreign nationals exclusively to positions where qualified and experienced  
Iranian citizens  
are not available. If the Contractor wishes to employ foreign nationals to  
occupy such positions,  
must first obtain the prior written consent of Company. Moreover, the  
Contractor shall take  
reasonable measures to replace such foreign employees whenever qualified  
Iranian citizens  
have become available for such positions.

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possess  
the relevant technical knowledge to carry out such work and Services.  
B.10 Contractor represents and warrants that, prior to entering into this  
Contract, Contractor  
has:

A: obtained from Company and other sources any information and data it deems  
necessary  
to make the decision to enter into this Contract and to perform the Services  
including all  
relevant information and data relating to the location for the Services;

B: made its own evaluation of such information and data, including any  
applicable Laws  
that may apply to Contractor and Contractor's Personnel in connection with  
their  
performance of the Services, to its satisfaction; and

C: acquainted itself with the nature and scope of the Services required by this  
Contract and  
with matters which may affect the Services, including, without limitation: (i)  
the  
geographic, climatic, weather, and cultural conditions prevailing at the  
Project Site; (ii)  
third-party services, labor, facilities, airports, and ports (if applicable)  
available; and (iii)  
rules, regulations, orders, ordinances, codes, policies and Laws.

'B. 11 Contractor will be responsible for continuing due diligence in  
connection with its  
performance of its obligations under this Contract. Failure by Contractor to  
familiarize itself  
with any such matter will not relieve Contractor in whole or in part from its  
obligations under  
this Contract nor will such failure be the basis for an extension of time, or  
increase in cost.

) Contractor perform as rapidly as existing conditions permit in a good and  
faithful manner; see

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medical requirements, and  
possessed the required minimum qualifications and experience set out in this  
Contract.

C.3 Contractor must maintain at all times the personnel specified in the  
applicable Call Off Order (or  
such other personnel as may be agreed between the Parties in writing) and any  
other personnel necessary  
to perform the Services.

C.4 Company reserves the right to approve the appointment of all Key Contractor  
Personnel, identified  
as such in the relevant Call Off Order. Company reserves the right to  
selectively request detailed  
resumes of such Key Contractor Personnel. Changes or replacement of Contractor  
Personnel may take  
place upon the request of Company.

C.5 The personnel assigned by Contractor to perform the Services, or any part  
of the Services, must be  
mentally and physically fit, trained, competent, skilled and experienced in the  
conduct of the tasks for  
which they are intended. Contractor's Key Personnel must be able to read, write  
and speak the English  
language fluently. If requested by Company prior to the commencement of the  
performance of the  
Services, Contractor must provide to Company curriculum vitae for all of  
Contractor's Key Personnel  
to be assigned to the performance of the Services. Company will have a  
reasonable time after receipt of  
aterial to make a reasonable request that any of such personnel not be assigned  
perform the  
Duration to have the power and authority to, cause Contractor's Personnel to  
comply with all  
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applicable Laws. To the extent legally permissible, medical certificates, upon request, must be made available for inspection by Company.

C.9 Contractor must obtain, maintain and provide at its expense all visas, working permits, exit and re-entry permits and all other authorizations or documentation required by any governmental entity in connection with the entry, presence, employment or exit of Contractor Group's personnel from the country and Site. Company will assist Contractor in securing such visas and work permits.

C.10 Contractor will be responsible, at its expense, to provide and schedule for the normal rotation of all of Contractor's Personnel, including, without limitation, transportation, in compliance with the Laws.

Contractor must ensure that it has available sufficient other personnel, who are suitably experienced and competent, to replace such personnel. Before commencing the provisions of the Services, Contractor must provide Company with Contractor's rotation schedule for its Approval.

C.11 Contractor will be responsible for and promptly pay all salaries, wages, costs, expenses, contributions, charges and other benefits of any nature due to Contractor's Personnel, including, without limitation, overtime, allowances, social benefits, relocation expenses, indemnities, vacation, severance, unemployment contributions, insurance, supplementary insurance, welfare funds, life insurance, pensions and annuities, rest and holiday pay, as well as compensation due to accidents, sickness, disability and death, of Contractor's Personnel and fringe benefits of whatever nature and must ensure that such payments and benefits comply with applicable Laws. In addition, regarding accommodations, by y Sepehr Pasargad Oil and Gas Production Company Appendix 1 (Scope of Work). All costs and expenses arising as a result of or incidental to Contractor's compliance with this Clause, or the default of same, will be for Contractor's account. In the reasonable judgment, any loss that results in



salaries directly, the Contractor shall reimburse the Company for the full amount so paid. In addition, the Contractor shall pay to the Company an amount equal to twenty percent (20%) of the total amount paid by the Company as a management fee. The Company shall be entitled to recover any such amounts from the Contractor by way of direct deduction from any amounts payable to the Contractor under this Contract, including approved invoices, from any guarantees provided by the Contractor, or by any other means available at law, at the Company's sole discretion.

#### D) Contractor Items

D.1 Contractor shall be responsible, at its own cost, for providing and maintaining adequate stock and spare part levels of Contractor's Items and to replenish the same when necessary.

D.2 Contractor has no right to change Contractor Items quantity and/or qualification without Company's Approval.

D.3 Contractor shall, at its own cost and if ordered by Company, maintain and/or repair and/or replace any of the Contractor Items. Contractor shall provide the required fuel and water for Services to be performed under this Contract except otherwise stipulated in this Contract.

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condition for payment of  
=VAT by the Company. Contractor shall submit to Company the documents  
substantiating the VAT  
relevant to each quarter to TAO prior to the start of the next quarter.  
In compliance with the Article 169 of Iranian Direct Taxes Law, Contractor is  
obliged to report in  
periods of every season, its expected income tax from submitted and paid  
invoices in coordination with  
the Company.

Note2: Contractor shall, on a monthly basis, submit to SSO Authorities its  
payroll records and lists of  
all Iranian and non-Iranian Personnel engaged in the performance of the  
Services. Any penalties stated  
under provisions of the SSO Act, for the late submission of relevant lists and  
delay in payment of the  
premiums to the SSO authorities, shall be solely on Contractor's own account.  
Company shall,  
according to the provisions of Clause 38 of the Social Security Act, retain 5%  
(five percent) of all and  
each approved invoice with Contractor's last Invoice the aggregated sum of  
which shall not be less than  
16.67% of Contract Ceiling Price.

Note 3: Upon expiry or earlier termination of the Contract, the Contractor  
shall submit to the Company  
ificate of Clearance from Social Security Organization. After receipt of such  
certificate,  
shall return said SSO retentions to the Contractor and proceed with the last  
invoice payment

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