



The Shell Petroleum Development Company of Nigeria Limited  
Eastern Division  
P O Box 263 Port-harcourt  
Nigeria  
Tel +234 (0)8070224182  
Fax +234 (0)84 237127  
Internet www.shell.com  
16 July 2021

**Attention: The Managing Director.**

Dear Sirs

**TECHNICAL AND COMMERCIAL INVITATION TO TENDER FOR PROVISION OF LOGISTICS SUPPORT SERVICES FOR GOVERNMENT SECURITY AGENCIES (GSA) AT SPDC LOCATIONS**

**NCDMB CERTIFICATION OF AUTHORIZATION NUMBERS: ES/NCDMB/SPDC-TITT/0106/21/UPD and ES/NCDMB/SPDC-CITT-TEMPL/010621/UPD.**

**INVITATION TO TENDER REFERENCE NO CW502377**

The Shell Petroleum Development Company of Nigeria Limited hereinafter referred to as the COMPANY, has a requirement for the provision of the above work or service [Provision of Logistics Support Services for Government Security Agencies at SPDC Locations] for a period of two (2) years plus an option of one (1) year extension provisionally commencing on **Q4 2021** and you are hereby invited to submit a Technical Bid (See page 29) and Commercial Bid (See page 22) for such Work for our consideration.

The enclosed Invitation to Tender is of two packages-Technical Invitation to Tender (TITT) and Commercial Invitation to Tender (CITT) as one Tender comprises PART (1) – INVITATION TO TENDER; PART (2) – CONDITIONS OF TENDER; PART (3) - PROFORMAE FOR THE TENDER” with Appendices, for completion by Tenderer and Part (4) - PROPOSED CONTRACT DOCUMENTS.

Please acknowledge, **within 5 working days**, receipt of this Invitation to Technical Tender, also confirming your intention to respond or otherwise, via email to [debo.ogunjimi@shell.com](mailto:debo.ogunjimi@shell.com) attaching a scanned completed copy of the TENDER ACKNOWLEDGEMENT FORM and the SECRECY DECLARATION. All other documents must be submitted via NipeX as stated below.

As part of your Technical and Commercial bid submission, you should also submit any/all proposed legal qualifications to our “Proposed Contract Documents” (Part 4 of the ITT), note that any such legal qualifications received after the bid submission will not be considered and may invalidate your bid.

It is stressed that the SOLE contact point with the COMPANY during both the pre- and post-Tendering periods is the undersigned, to and/or from whom any Tender submission or query with respect to this Tender must be submitted and/or received through the NipeX Portal. Unsolicited re-Tendering which undermines the principles of competitive Tendering is forbidden. Failure to comply with this basic requirement will invalidate your Tender, whilst failure to comply with any Instruction to Tenderers may similarly invalidate your Tender.

Tender must be submitted only via the NipeX portal ([www.nipexng.com](http://www.nipexng.com)) no later than **9<sup>th</sup> AUGUST 2021 at 16:00 hrs local time (GMT+1)**, which shall be the Tender Closing Date and any Tender submitted after this time and date by whatever means shall be rejected. All Tenders shall be submitted to the COMPANY strictly in accordance with the Instructions to Tenderers attached hereto, including the use of the NipeX portal for the Tender submission. Follow-up hard or electronic copies of the NipeX submission may also be required. **Please note that ONLY tenderers who are successful at the technical phase of the evaluation will have their commercial bids opened.**

Also note that there will be a **PRETENDER MEETING** scheduled as follows:

**DATE:** 26<sup>th</sup> July 2021.

**VENUE:** ON-LINE (via Microsoft Teams)

**TIME:** 11:00 AM

Please note that this letter or any prequalification questionnaire is not an offer of work; nor is it acceptance of any offer you may or have made; nor does it bring into existence any contract; or guarantee of work between our companies.

Yours faithfully

For: The Shell Petroleum Development Company of Nigeria limited

Debo Ogunjimi.

Senior Contract Manager | Contracting & Procurement | Upstream Nigeria

**Telephone:** +234 (0) 807 026 3121

**Email:** debo.ogunjimi@shell.com

**Internet:** <http://www.shell.com>

**INVITATION TO TENDER  
(ITT)  
FOR A CONTRACT FOR  
PROVISION OF LOGISTICS SUPPORT SERVICES FOR GOVERNMENT SECURITY AGENCIES (GSA) AT  
SPDC LOCATIONS  
Tender No. CW502377  
THE SHELL PETROLEUM DEVELOPMENT COMPANY OF NIGERIA LIMITED (“COMPANY”)  
DATE: JULY 2021**

**ES/NCDMB/SPDC-TITT/0106/21/UPD/ PROVISION OF LOGISTICS SUPPORT SERVICES FOR  
GOVERNMENT SECURITY AGENCIES (GSA) AT SPDC LOCATIONS**

**ES/NCDMB/SPDC-CITT-TEMPL/010621/UPD / PROVISION OF LOGISTICS SUPPORT SERVICES FOR  
GOVERNMENT SECURITY AGENCIES (GSA) AT SPDC LOCATIONS**

**ZUBAIRU ISMAILA  
NAPIMS**

**DEBO OGUNJIMI  
SPDC**

## Contents

<b>SECTION I</b>	<b>5</b>
<b>INSTRUCTIONS TO TENDERER</b>	<b>5</b>
1 <b>DEFINITIONS</b>	<b>5</b>
2 <b>INTRODUCTION</b>	<b>7</b>
3 <b>GENERAL REQUIREMENTS</b>	<b>7</b>
4 <b>PREPARATION OF TENDER</b>	<b>8</b>
5 <b>INSTRUCTIONS REGARDING FORMS SUBMITTED</b>	<b>9</b>
6 <b>RESULTS OF TENDERING</b>	<b>11</b>
7 <b>FURTHER INFORMATION ABOUT TENDERER OR TENDER</b>	<b>11</b>
<b>SECTION II</b>	<b>14</b>
<b>CONDITIONS OF TENDER</b>	<b>14</b>
1 <b>CONDITIONS RELATING TO TENDER</b>	<b>14</b>
2 <b>COMPANY'S RIGHTS</b>	<b>15</b>
3 <b>CLARIFICATION, EQUALITY OF INFORMATION AND ADDENDA</b>	<b>15</b>
4 <b>TENDERER'S CONFIDENTIALITY OBLIGATIONS</b>	<b>16</b>
5 <b>COMPANY'S CONFIDENTIALITY OBLIGATIONS</b>	<b>17</b>
6 <b>PRIVACY OF PERSONAL DATA</b>	<b>17</b>
7 <b>COMPLIANCE WITH TRADE CONTROLS</b>	<b>18</b>
8 <b>GENERAL BUSINESS PRINCIPLES</b>	<b>18</b>
9 <b>ANTI-BRIBERY AND CORRUPTION</b>	<b>18</b>
<b>SECTION III</b>	<b>19</b>
<b>FORMS APPLICABLE TO THE TENDER</b>	<b>19</b>
1 <b>FORM OF ACKNOWLEDGEMENT</b>	<b>19</b>
2 <b>FORM OF TENDER</b>	<b>20</b>
3 <b>FORM FOR SCHEDULE OF PRICES</b>	<b>22</b>
4 <b>FORM FOR QUALIFICATIONS TO THE CONTRACT TEMPLATE</b>	<b>27</b>
5 <b>FORM FOR ALTERNATIVE TENDERS</b>	<b>28</b>
6 <b>DOCUMENTS TO BE PROVIDED BY TENDERER</b>	<b>29</b>
7 <b>NIGERIAN CONTENT REQUIREMENTS</b>	<b>32</b>
<b>SECTION IV</b>	<b>37</b>
<b>CONTRACT TEMPLATE AND OTHER REQUIRED DOCUMENTS</b>	<b>37</b>
<b>SECTION V</b>	<b>89</b>
<b>SCOPE DESCRIPTION</b>	<b>89</b>

## SECTION I

### INSTRUCTIONS TO TENDERER

**PLEASE READ THE INSTRUCTIONS IN THIS SECTION OF THE ITT CAREFULLY AS FAILURE TO COMPLY WITH THESE PROCEDURES MAY INVALIDATE YOUR BID.**

#### 1 DEFINITIONS

Capitalised words and expressions have the following meanings when interpreting the ITT:

<b>ACKNOWLEDGEMENT FORM</b>	the form included in Section III – Form of Acknowledgement.
<b>ADDENDUM</b> or <b>ADDENDA</b>	an addition to or clarification of the ITT issued by COMPANY.
<b>AFFILIATE</b>	in reference to a PERSON, any other PERSON that: (a) directly or indirectly controls or is controlled by the first PERSON; or (b) is directly or indirectly controlled by a PERSON that also directly or indirectly controls the first PERSON. A PERSON controls another PERSON if that first PERSON has the power to direct or cause the direction of the management of the other PERSON, whether directly or indirectly, through one or more intermediaries or otherwise, and whether by ownership of shares or other equity interests, the holding of voting rights or contractual rights, by being the general partner of a limited partnership, or otherwise. An AFFILIATE of COMPANY is also an AFFILIATE of Royal Dutch Shell, plc.
<b>ALTERNATIVE PROPOSAL</b>	an alternate technical or commercial (or both) proposal prepared and submitted by TENDERER.
<b>ANTI-CORRUPTION LAWS</b>	shall mean the Corrupt Practices and Other Related Offences Act, Laws of the Federation of Nigeria 2004; Criminal Code Act Cap. 38, Laws of the Federation of Nigeria 2004; the Penal Code (Northern States) Federal Provisions Act Cap.P3, Laws of the Federation of Nigeria, 2004; the Economic and Financial Crimes Commission (Establishment) Act Cap. E.1, Laws of the Federation of Nigeria, 2004, (as amended from time to time) and all other applicable national, regional, provincial, state, municipal or local laws and regulations that prohibit tax evasion, money laundering or otherwise dealing in the proceeds of crime or the bribery of, or the providing of unlawful gratuities, facilitation payments or other benefits to, any GOVERNMENT OFFICIAL or any other PERSON.”
<b>APPLICABLE LAWS</b>	where applicable to a PERSON, property, or circumstance, and as amended from time to time: (a) statutes (including regulations enacted under those statutes); (b) national, regional, provincial, state, municipal, or local laws; (c) judgments and orders of courts of competent jurisdiction; (d) rules, regulations, and orders issued by government agencies, authorities, and other regulatory bodies; and (e) regulatory approvals, permits, licenses, approvals, and authorizations.
<b>COMPANY</b>	the entity identified on the cover page.
<b>COMPANY GROUP</b>	COMPANY and: (a) its co-venturers and joint ventures; (b) any AFFILIATE of COMPANY, its joint ventures, or its co-venturers; and (c) any director, officer, employee, or other individual working under the direct control and supervision of COMPANY, its joint ventures, or co-venturers, or the AFFILIATES of COMPANY, its joint ventures, or co-venturers.
<b>TENDER ADMINISTRATOR</b>	the person to which any and all communication with respect to this ITT must be made.
<b>CONFIDENTIAL INFORMATION</b>	all data, reports, records, correspondence, notes, compilations, studies and other information disclosed by either COMPANY or its AFFILIATES or TENDERER, and relating to or in any way connected with this ITT, COMPANY, or any of their respective AFFILIATES or their actual or proposed business activities, whether such information is disclosed orally, in writing, in machine readable form or by any other means, whether disclosed directly or indirectly, and regardless of whether such information is identified as confidential, and

	includes any information ascertained by inspection by TENDERER or its AFFILIATES of the premises or worksites of COMPANY or its AFFILIATES.
<b>CONSEQUENTIAL LOSS</b>	(a) indirect or consequential losses; and (b) loss of production, loss of product, loss of use, and loss of revenue, profit, or anticipated profit, whether direct, indirect, or consequential, and whether or not the losses were foreseeable at the time of entering into the TENDER.
<b>CONTRACT</b>	the form included in Section IV – Contract Template and Other Required Documents.
<b>GOVERNMENT OFFICIAL</b>	(a) any official or employee of any government, or any agency, ministry, or department of a government (at any level); (b) anyone acting in an official capacity for a government regardless of rank or position; (c) any official or employee of a company wholly or partially controlled by a government (e.g. a state-owned oil company), political party, or any official of a political party; (d) any candidate for political office, or any officer or employee of a public international organisation (e.g. the United Nations or the World Bank); and (e) any immediate family member (meaning a spouse, dependent child, or household member) of any of the foregoing.
<b>ITT or ITT DOCUMENTS</b>	this Invitation to Tender, including all documents listed in the table of contents and all other documents incorporated by reference in those listed documents.
<b>NOTICE</b>	means a communication to be delivered to TENDER ADMINISTRATOR
<b>PERSON</b>	(a) a natural person; or (b) a legal person, including any individual, partnership, limited partnership, firm, trust, body corporate, government, governmental body, agency, or instrumentality, or unincorporated venture.
<b>PERSONAL DATA</b>	any information relating to an identified or identifiable individual, unless otherwise defined under APPLICABLE LAWS related to the protection of individuals, the processing of such information, and security requirements for and the free movement of such information.
<b>PURPOSE</b>	means the preparation and submission by TENDERER of the TENDER in response to the ITT and, if applicable, the preparation and conclusion of the CONTRACT in relation to the SCOPE.
<b>SCOPE</b>	all activities and obligations to be performed by or on behalf of CONTRACTOR under the CONTRACT, including those described in Section V.
<b>TENDER</b>	the document prepared and submitted by TENDERER in response to, and in accordance with this ITT, and includes an ALTERNATE TENDER.
<b>TENDERER GROUP</b>	TENDERER and: (a) its joint venture partners and subcontractors; (b) any AFFILIATE of TENDERER or its subcontractors; and (c) any director, officer, employee, other PERSON, employed by or acting for and on behalf of TENDERER, its subcontractors, or the AFFILIATES of TENDERER and its subcontractors.
<b>TENDER LETTER</b>	the form included in Section III – Form of Tender.
<b>TENDERER</b>	the PERSON having confirmed its intent to submit a TENDER in accordance with the ITT, and also includes any and all joint venture partners with which the party elects to join in submitting its TENDER, and any subcontractors nominated by the party to provide any part of the SCOPE. TENDERERS refer to each TENDERER to which COMPANY has sent an ITT for the provision of SCOPE.
<b>TENDER DEADLINE</b>	the date and time by which TENDERER must submit its TENDER.
<b>TENDER PERIOD</b>	the period during which a TENDER may be submitted by a TENDERER, which period commences on the date the ITT is issued by COMPANY and ends on the TENDER DEADLINE.
<b>THIRD PARTY</b>	any person or entity other than COMPANY, an AFFILIATE of COMPANY or TENDERER.

## **2 INTRODUCTION**

### **2.1 Invitation to Tender**

- (a) COMPANY invites you to submit a TENDER for the Provision of Logistics Support Services for Government Security Agencies (GSA) at SPDC Locations.
- (b) This ITT is comprised of the following sections:

**SECTION I** INSTRUCTIONS TO TENDERER

**SECTION II** CONDITIONS OF TENDER

**SECTION III** FORMS APPLICABLE TO THE TENDER

**SECTION IV** CONTRACT TEMPLATE AND OTHER REQUIRED DOCUMENTS

**SECTION V** SCOPE DESCRIPTION

**SECTION VI** LOCAL CONTENT

- (c) This ITT is not an offer to contract with COMPANY and is subject to conditions of the TENDER.

### **2.2 Particular Features of the SCOPE**

The successful TENDERER will be responsible for the SCOPE. COMPANY will monitor and appraise the successful TENDERER's performance against the requirements of the CONTRACT and the successful TENDERER will be required to supply information necessary to allow COMPANY to monitor and appraise the progress of the SCOPE.

## **3 GENERAL REQUIREMENTS**

### **3.1 Acknowledgement Form**

TENDERER will submit the ACKNOWLEDGEMENT FORM to COMPANY no later than **5 working days** after the publishing of the ITT. In addition to submitting technical bids, TENDERER will submit the following documents to COMPANY.

- Updated Corporate Affairs Commission (CAC) Certificate of Incorporation or Certificate of Registration of a business name / Incorporated Trustee.
- Certified true copies of CAC Forms CO2 and CO7 respectively, or CAC form 2, BNA 1, and form 6 as applicable to business name and enterprises.
- Independently certified or statutory documents listing the shareholders and directors of corporate entities holding shares in your company as stated in your Form CO2 or its equivalent.
- Valid Department of Petroleum Resources (DPR) Permit (if applicable).
- Current year Tax Clearance Certificate.
- Proof of legitimate occupancy of your current office location (Tenement receipt, Tenancy Agreement, Certificate of Occupancy, etc.).
- Completed and signed non-collusion declaration and update form (attached).

### **3.2 Return if not Tendering**

If, after submitting the ACKNOWLEDGEMENT FORM, TENDERER decides not to submit a TENDER, the Tenderer shall communicate a rejection letter to COMPANY and return any/all hard copy documents, files, drawings etc. issued as part of this ITT or

- (ii) destroyed or deleted from electronic storage immediately upon notification of rejection to the COMPANY.

### **3.3 Communications with Others**

During the TENDER PERIOD, any communications in respect of this ITT must be made to COMPANY LEAD. TENDERER will not communicate with any other PERSON at COMPANY regarding the ITT or related matters, whether or not such PERSON was engaged in work leading up to the ITT or in the preparation of the ITT prior to the TENDER DEADLINE.

### 3.4 Ownership

All copies of this ITT supplied by COMPANY to TENDERER remain the property of COMPANY and must be (i) returned to COMPANY 5 days after TENDERER receives notification from COMPANY that TENDERER has been unsuccessful or (ii) destroyed or deleted from electronic storage immediately upon notification from COMPANY.

### 3.5 Sufficiency of Tender

The submission of a TENDER confirms that TENDERER has satisfied them self, either independently or by proper consultation with COMPANY, as to the extent and nature of the SCOPE which is the subject of the TENDER and all requirements contained in this ITT, and that there is sufficient information to permit proper assessment of risks and contingencies and all other circumstances which could otherwise affect a TENDER.

## 4 PREPARATION OF TENDER

### 4.1 Language of the Tender

The TENDER and its accompanying documents must be submitted entirely in the English language.

### 4.2 Currency of the Tender

- (a) The currency used in the TENDER must be the currency in which TENDERER will actually incur the expenditure. For the sole purpose of evaluation and comparison of TENDERS, TENDER prices must also be converted into **Nigerian Naira (NGN)** at the exchange spot rates for day prior to submission of the TENDER. In any event, COMPANY will use the same exchange rate(s) for all TENDERERS when comparing TENDERS

\*\*\*Tenderer's attention is drawn to NNPC's directive that all contract award recommendations in split currencies shall contain a minimum of 40% Nigerian Naira. However, for this tender award recommendation shall be in 100% **Nigerian Naira (NGN)**.

- (b) TENDERER may submit an ALTERNATIVE TENDER, for COMPANY's consideration. Tenderers must submit a Tender in the format prescribed and issued by the COMPANY. Such an alternative Tender, if any, must be submitted as Appendix ----- to the Form of Tender, clearly marked "ALTERNATIVE TENDER". It should be submitted in addition to the properly completed Tender in the requested format, and by the due date specified for the receipt of Tenders. All rates and prices will be fixed and not subject to adjustment in respect of currency exchange rate fluctuation for the duration of the CONTRACT.
- (c) TENDERER may submit an ALTERNATIVE TENDER, for COMPANY's consideration. All rates and prices will be fixed and not subject to adjustment in respect of currency exchange rate fluctuation for the duration of the CONTRACT.

### 4.3 Validity Period

All details of the TENDER, including prices and rates, are to remain valid for acceptance for [270 days] days or any reasonable revision to such period by COMPANY.

### 4.4 Legal Authority of Tenderer

- (a) The TENDER must give the full legal name and registered office of TENDERER and, if applicable, the jurisdiction in which it is registered or incorporated. The TENDER must be signed by its duly authorized representative. If requested by COMPANY, TENDERER agrees to use COMPANY's designated on-line tool to sign with a digital signature, except where prohibited by APPLICABLE LAW. If signed digitally, TENDERER agrees to waive any right to dispute the genuineness of the signature, or the admissibility of its TENDER or COMPANY's ITT where such challenge is based on the absence of a physical signature.



- (b) If TENDERER proposes to perform SCOPE through another entity, such other entity will be a subcontractor of TENDERER and TENDERER will remain obligated for such performance.
- (c) A TENDER by a joint venture must state the full names of all parties to the joint venture and must be signed by either an authorised representative with authority to sign on behalf of the joint venture or by an authorized representative of each joint venture member, such that in either case all members are legally bound. If SCOPE will be performed by a joint venture, each member must acknowledge joint and several liability for the performance of the CONTRACT and of all TENDERER's liabilities.
- (d) COMPANY may request evidence of the authority of any PERSON signing on behalf of TENDERER.

#### **4.5 Meetings with Company**

An **ONLINE** information session will be organised to outline COMPANY's strategy and to provide TENDERERS with an opportunity to ask questions about the ITT, the process and the requirements for a TENDER.

#### **4.6 Contents of the Tender**

- (a) The TENDER must follow the order and form provided in this ITT. *[All submitted documents are to be initialled on each page, where possible.]*
- (b) The TENDER must include the following documents noted in Section III:

Form of TENDER

Schedule of Prices

Qualifications to the Contract Template

NCDMB Commercial Template

ALTERNATIVE TENDERS

- (c) The TENDER must be submitted in all formats requested (for example, paper and digital storage media). Where COMPANY has requested a paper version, the original of the paper version submitted to COMPANY will prevail in the event of any inconsistency. By submitting a TENDER, TENDERER warrants that the paper and digital versions are identical.

### **5 INSTRUCTIONS REGARDING FORMS SUBMITTED**

#### **5.1 Form of TENDER**

The TENDER will be completed by TENDERER and will constitute an offer by TENDERER to enter into the CONTRACT as the "CONTRACTOR" with COMPANY under the terms and conditions of the CONTRACT.

#### **5.2 Schedule of Prices**

- (a) TENDERER must enter its rates, prices and other information onto the tables provided in the Schedule of Prices. TENDERER may not alter the text or layout of the tables in any manner whatsoever.
- (b) TENDERER will not include Value Added Tax (or equivalent sales tax, where applicable) in any prices/rates.

#### **5.3 Qualifications to the Contract Template and Other Required COMPANY documents.**

- (a) COMPANY and its AFFILIATES, as purchasers on a global basis, have standardized contracting and procurement processes. The ITT is accompanied by standard terms and conditions which take into account the commercial interests relevant to the TENDER while maintaining a fair and reasonable position for all its suppliers. Standard terms and conditions are intended to contain all necessary operative clauses and have been drafted following due consideration of the marketplace. Utilization of standard terms permits fair comparison of the TENDER relative to that of other potential suppliers. For this reason, COMPANY will not entertain requests for changes to terms and conditions except under conditions noted below. COMPANY will not accept requests for changes based on preferences.
- (b) Any qualifications that are necessary to allow for performance of SCOPE must clearly set out by TENDERER on a table provided by COMPANY, with proposed alternative terms and conditions. A mark-up or “red line” of the CONTRACT is not acceptable to the COMPANY.
- (c) The list of qualifications to the CONTRACT together with TENDERER’s commercial proposal will be used to assess the competitiveness of the TENDER.
- (d) COMPANY’s will not use any contract template or general terms and conditions proposed by TENDERER and the submission of an alternate contract template or general terms and conditions will not satisfy the requirement to propose alternative terms and conditions as specified above or an ALTERNATE TENDER.
- (e) If the TENDER is qualified, the rates and prices are to be calculated and presented on the assumption that COMPANY will accept all the qualifications. COMPANY reserves the right to disregard the TENDER if it is qualified.
- (f) COMPANY will not entertain further qualifications to the CONTRACT submitted post-award or otherwise after the TENDER DEADLINE.
- (g) Where applicable, the same requirements as above pertain to additional required COMPANY documents, including the following:
  - (i) Parent Company Guarantee – A TENDERER may be required, where applicable, to cause its parent company to provide additional financial or performance assurances at the outset of the CONTRACT, or where required by occurrence of subsequent conditions specified by the CONTRACT.
  - (ii) Data Processing Agreement – Where SCOPE involves the processing of PERSONAL DATA by TENDERER, if TENDERER is awarded the CONTRACT, a data processing agreement must be signed by CONTRACTOR in addition to the CONTRACT.
  - (iii) IM/IT Agreement for IT Access and Security – Where SCOPE involves access by TENDERER to COMPANY GROUP’s IT systems or infrastructure, if TENDERER is awarded the CONTRACT, an IM/IT agreement must be signed by CONTRACTOR in addition to the CONTRACT.

#### **5.4 Alternative Tender**

- (a) Where TENDERER feels it would be advantageous or more cost-effective to TENDERER or COMPANY, or both, to deviate from the requirements set forth in this ITT, TENDERER may present such deviations as an ALTERNATIVE TENDER, marked as such, and presented in addition to TENDERER’s principal TENDER.
- (b) TENDERER is encouraged to develop and propose alternatives to the SCOPE that do not challenge the broad concepts contained in it, if alternatives will reduce the CONTRACT price or improve the schedule or operating economy with no sacrifice in quality. Any ALTERNATE TENDER must describe the nature and extent of TENDERER’s proposed deviations and the resultant effect on the prices, schedules, commercial terms and other aspects of TENDERER’s principal TENDER.
- (c) Notwithstanding the foregoing, COMPANY’s consideration of any ALTERNATIVE TENDER is conditional upon TENDERER’s submission of a principal TENDER in accordance with the terms of this ITT.

#### **5.5 Delivery**

TENDERS will be submitted online using NipeX or any other specified means

## **5.6 Modifications to the Tender**

TENDERER may modify or withdraw its TENDER through written NOTICE at any time between its submission and the TENDER DEADLINE. Following withdrawal of its TENDER, TENDERER may submit a new TENDER, provided it is submitted prior to the TENDER DEADLINE.

## **6 RESULTS OF TENDERING**

When COMPANY takes a decision on the results of the ITT, TENDERER will be informed whether or not the TENDER has been successful. No other information will be given on the progress of the TENDER evaluation.

## **7 FURTHER INFORMATION ABOUT TENDERER OR TENDER**

### **7.1 Further Information**

COMPANY reserves the right to request any further information it may deem necessary to evaluate the TENDER and additional information necessary for the appraisal of the TENDER.

### **7.2 Visits**

COMPANY may visit TENDERER for the purpose of obtaining further information or require that TENDERER visit COMPANY's offices or worksites.

### **7.3 Win-Win Discussions**

COMPANY expects, after TENDERS have been received and evaluated, to explore with short-listed TENDERERS means whereby mutual savings and commensurate benefits may be achieved. This process will be conducted before the award of the CONTRACT.

### **7.4 Local Content Plan**

When requested to be included as part of its TENDER, TENDERER will attach a written plan to provide opportunities to local businesses consistent with the relevant provisions of the CONTRACT. The Local Content Plan should include details requested to evaluate the Local Content Plan.

## **"NIGERIAN CONTENT"**

"Nigerian Content" is defined in the Nigerian Oil & Gas Industry Content Development Act as "the quantum of composite value added to or created in the Nigerian economy by a systematic development of capacity and capabilities through the deliberate utilization of Nigerian human, material resources and services in the Nigerian oil and gas industry

## **GUIDELINES ON THE IMPLEMENTATION OF NIGERIAN CONTENT**

### **Introduction**

THE COMPANY is committed to the development of the Nigerian Oil and gas business in alignment with the Nigerian Oil and Gas Industry Development Content Act 2010 on Nigerian Content.

It is important that Tenderers familiarise themselves and comply with the provisions of the Nigerian Oil & Gas Industry Content Development Act otherwise referred to as "The Nigerian Content Act" in their Tender and in execution of contract(s) that may result from this tender.

As from the commencement of this Act, the minimum Nigerian Content in any project, service or product specification to be executed in the Nigerian oil and gas industry shall be consistent with the level set in Schedule of The Nigerian Content Act (see Schedule attached to the ITT) and any other targets as may be directed by Nigerian content Monitoring Board.

### **Contractor's Obligations**

The Contractors shall comply with all the provisions of The Nigerian Content Act that relate to this contract but in particular the Contractor must comply with the minimum Nigerian Content % Targets for the following scope which are covered in Schedule of The Nigerian Content Act and any other requirement that may arise from time to time not explicitly stated in this contract but which apply to the contract in fulfilment of The Nigerian Content Act, in the submission of their Tender.

The Tenderer in response to instructions to Tenderers shall confirm and describe in full the work to be completed in Nigeria in fulfilment of The Nigerian Content Act Requirements. The capability of the Contractor to execute the identified work scope items for Nigerian Content will be subject to verification during the technical evaluation stage.

The Contractor shall execute all Work detailed in their Technical Tender in line with The Nigerian Content Act. Deviations from the agreed Nigerian Content requirements within the tender are not acceptable except with prior written consent from the COMPANY.

The Work items and their associated costs will be clearly identified and described in the Commercial Tender both within the pricing schedule and as a narrative outlining Nigerian Content commitment. Contractors that demonstrate their commitment to meet or exceed The Nigerian Content Act requirements shall be a ground for preferential consideration in the technical and commercial bid evaluation.

The Nigerian Content provisions in the Scope of Work has been included to aid contractors in identifying Nigerian Content opportunities to support the minimum requirements defined above in Schedule of the Act as well as examine further potential opportunities to meet the Nigerian Content Act requirements.

A 1% deduction imposed under the Nigerian Oil and Gas Industry Content Development Act shall apply to all rates and prices in the contract.

#### 7.4.1 NIGERIAN CONTENT

In compliance with Nigerian Oil and Gas Industry Content Development (NOGICD) Act 2010 and the Human Capacity Development (HCD) Training Guideline, CONTRACTOR shall be obligated to carry out HCD training program for Nigerian. All the cost associated with the HCD training program shall be borne by CONTRACTOR in line with the NCDMB Human Capacity Development Guidelines (HCD) 2014 on determination of HCD Training Manhours and Training Budget Fund. See Table below

##### 7.4.1.1 Human Capacity Development

In view of the forgoing, Tenderer is expected to estimate and make budgetary provision for the statutory Human Capacity Development (HCD) training. Though this cost constitutes an integral part of tenderer's quote for the scope of work, tender is to provide this as cost as a separate line item for visibility purpose. Tenderer is expected to implement the training upon contract award.

Category of Contracts	Project Contracts (% of Total Contract Cost)	Service Contracts (% of Total Contract Cost)	Procurement Contracts (% of Total Contract Cost)
<b>MAJOR</b> (Above \$500M)	1%	1%	1%
<b>MEDIUM</b> (\$100M - \$500M)	2%	2%	2%
<b>SMALL</b> (\$1M to \$100M)	3%	3%	3%
<b>CALL OFF CONTRACTS</b>	3%	3%	3%

#### **7.5 Permits**

TENDERER will provide all permits required for the SCOPE, except where COMPANY has agreed in the SCOPE DESCRIPTION to supply listed permits. Providing information regarding the SCOPE or COMPANY's contemplation of activities in connection with the SCOPE to any governmental authority or third party is not permitted. Where material to the TENDER, COMPANY and TENDERER will discuss the means to obtain information on permits that may be required and proceed only as approved by COMPANY.

## SECTION II

### CONDITIONS OF TENDER

#### 1 CONDITIONS RELATING TO TENDER

- (a) By submitting a TENDER:
  - (i) TENDERER accepts the terms and conditions set forth in this ITT, agrees to perform its obligations set forth in this ITT, and further agrees that no other terms and conditions apply; and
  - (ii) COMPANY will not be deemed to have accepted a TENDER until TENDERER and COMPANY have signed the CONTRACT for the supply of the SCOPE and then only for such SCOPE.
- (b) The preparation and submission of a TENDER is at the sole expense of TENDERER. COMPANY is not liable for any costs incurred by TENDERER, including costs and expenses of attending meetings or worksite visits.
- (c) Acceptance of any TENDER by COMPANY is contingent upon COMPANY's sole determination that it is in the best interest of COMPANY to accept any such TENDER, in whole or in part. COMPANY may consider any other considerations, including the following, in making its determination:
  - (i) The commercial basis of TENDER;
  - (ii) TENDERER's willingness to accept the terms and conditions set out in the CONTRACT without qualification;
  - (iii) TENDERER's personnel, efficiency, and experience in performing similar SCOPE;
- (d) COMPANY makes no representations, covenants, warranties or guarantees, expressed or implied, other than those expressly set forth herein. All warranties expressed or implied are specifically excluded, including those based on custom, usage or industry practices, and those concerning acceptance of the lowest price TENDERS.
- (e) COMPANY MAKES NO REPRESENTATION OR WARRANTY AS TO THE ADEQUACY, ACCURACY, OR SUITABILITY FOR ANY PURPOSE OF ANY INFORMATION SUPPLIED BY COMPANY TO TENDERER IN CONNECTION WITH THIS ITT. COMPANY AND NNPC, AGIP, TOTAL ("THE JOINT VENTURE OWNERS") WILL NOT BE LIABLE FOR ANY LOSSES, COSTS, DAMAGES, EXPENSES OR THIRD-PARTY CLAIMS ARISING FROM OR IN RELATION TO THE USE OF THE INFORMATION BY TENDERER, EVEN IF NEGLIGENT.
- (f) COMPANY and NNPC, AGIP, TOTAL ("the Joint Venture Owners") will not be responsible or liable for any act or omission of COMPANY in relation to this TENDER, including any decision to:
  - (i) reject any or all proposals;
  - (ii) accept a TENDER (including a non-compliant TENDER) submitted by another TENDERER or a third party; or
  - (iii) procure the supply of the SCOPE, in whole or in part, from a third party, and TENDERER.
- (g) COMPANY and NNPC, AGIP, TOTAL ("the Joint Venture Owners") will not be responsible for any losses, costs, damages, expenses, CONSEQUENTIAL LOSSES and third party claims which TENDERER may sustain, incur or pay, or which may be brought against TENDERER.
- (h) While performance of a portion of the SCOPE may be subcontracted by a successful TENDERER when approved by COMPANY, TENDERER may not subcontract or assign any of its rights to TENDER or its obligations under the ITT.
- (i) By submitting a TENDER, TENDERER warrants that:
  - (i) as to any matter related to prices in the TENDER, they were arrived at independently, without consultation, communication, agreement or understanding with any other PERSON participating in the TENDER process or a third party for the purpose of restricting competition;

- (ii) unless otherwise required by APPLICABLE LAWS, the quoted prices in the TENDER were not knowingly disclosed by TENDERER, directly or indirectly, to any other PERSON participating in the TENDER process or third party. TENDERER will keep the quoted prices confidential; and
  - (iii) no attempt has been made or will be made by TENDERER to induce any other person or firm to submit or not to submit a TENDER for the purpose of restricting competition.
- (j) TENDERER may reproduce the ITT only to the extent required to enable TENDERER to respond to this ITT.
  - (k) All submitted TENDERS will be retained by COMPANY and will not be returned to TENDERER.
  - (l) TENDERER will not make any public announcements or news releases pertaining to the acceptance by COMPANY of its TENDER without the prior express written approval of COMPANY.
  - (m) Any conflict or inconsistency between this ITT and the provisions in this Section II will be resolved in favour of this Section II.

## **2 COMPANY'S RIGHTS**

- (a) COMPANY, in its sole discretion, reserves the right to:
  - (i) accept a non-compliant TENDER notwithstanding any material or immaterial, defect, error, or deficiency in the TENDER;
  - (ii) not accept the lowest-cost compliant TENDER;
  - (iii) accept a TENDER submitted after the TENDER DEADLINE;
  - (iv) accept an ALTERNATE TENDER;
  - (v) accept a TENDER for the performance of all or a portion of the SCOPE;
  - (vi) enter into discussions or negotiations in respect of the SCOPE with one or more PERSONS participating in the TENDER process or third parties at any time;
  - (vii) enter into one or more CONTRACTS for the performance of SCOPE with one or more PERSONS or any third parties, upon the same or different terms and conditions as set forth in this ITT;
  - (viii) accept a TENDER subject to TENDERER entering into a subcontract with another PERSON participating in the TENDER process or a third party where COMPANY wishes to have a specific portion of the SCOPE performed by such other PERSON or third party under the supervision and control of TENDERER;
  - (ix) request further information from or discuss with a TENDERER the terms of its TENDER for the purposes of clarification or appraisal of the TENDER;
  - (x) terminate this ITT at any time and without prior notice to TENDERER and procure all or any portion of the SCOPE from one or more of those PERSONS participating in the TENDER process or third parties of COMPANY's choice upon the same or different terms and conditions as set forth in this ITT; and
  - (xi) reject any or all TENDERS, even where such TENDERS are compliant with this ITT.
- (b) COMPANY's rejection may be on its sole discretion without providing its reasons to TENDERER, or may be on specific grounds, including:
  - (i) TENDERER has not complied with the requirements set forth in this ITT;
  - (ii) there is a material or immaterial defect or error in the TENDER;
  - (iii) the TENDER is conditional, incomplete, irregular, unrealistic or otherwise deficient;
  - (iv) TENDERER does not have the capability to fully perform the SCOPE under the terms of the CONTRACT;
  - (v) the TENDER may give rise to adverse cost consequences to COMPANY;
  - (vi) the TENDER is not received by COMPANY by the TENDER DEADLINE.
- (c) COMPANY may extend, but is not obliged to extend, the TENDER DEADLINE before or after the TENDER DEADLINE.

## **3 CLARIFICATION, EQUALITY OF INFORMATION AND ADDENDA**

- (a) TENDERER may seek clarification from COMPANY LEAD in order to complete the TENDER.
  - (i) Any questions or requests for clarification or information may only be submitted by e-mail.



- (ii) COMPANY may disregard, and not acknowledge or respond to any telephone or verbal queries.
  - (iii) Any response by COMPANY will be in the form of a question and answer pair, which will be e-mailed to all suppliers participating in the TENDER concurrently, without revealing the identity of TENDERER responsible for the original question or clarification, in the form of an ADDENDUM to the ITT.
- (b) Where TENDERER finds errors or omissions in any aspect of the ITT DOCUMENTS, such matters must be immediately submitted by e-mail to COMPANY LEAD. Where necessary, COMPANY will issue an ADDENDUM to address any material errors or omissions, or COMPANY may otherwise respond with any corrections to non-material errors or omissions to all TENDERERS concurrently via e-mail.
- (c) Any request for clarification which is based on TENDERER's own development of innovative design/technical proposal will be treated as proprietary to that TENDERER and hence COMPANY's response to such will not be circulated to all other TENDERERS. TENDERER must notify COMPANY that its request for clarification is in relation to its submission of an ALTERNATIVE TENDER and that the clarification is proprietary in order to ensure confidentiality is maintained. COMPANY may determine that the request for clarification is not proprietary to TENDERER.
- (d) Any requests for clarification must be received at least **7 (seven)** day(s) before the TENDER DEADLINE.
- (e) COMPANY may, for any reason, modify the ITT by an ADDENDUM prior to the TENDER DEADLINE.
- (i) All ADDENDA to the ITT will be numbered sequentially and TENDERER must acknowledge receipt of all such ADDENDA to COMPANY LEAD by e-mail (or other required form of communication, if specified) immediately upon receipt.
  - (ii) Each ADDENDUM will be issued to each PERSON participating in the TENDER. If TENDERER has submitted its TENDER to COMPANY prior to the issuance of an ADDENDUM, TENDERER must re-submit its TENDER to COMPANY based upon the revised ITT.
  - (iii) COMPANY may, at its sole discretion, revise the TENDER DEADLINE as a result of such modification and resulting ADDENDUM. Except as COMPANY may revise the TENDER DEADLINE, no extension of time and date by which the TENDER must be submitted will be granted.
  - (iv) Matters raised in ADDENDA will be included in any resulting CONTRACT without the necessity of making any other adjustment to the ITT.
- (f) The information contained in the ITT will be the basis for the TENDER and nothing will be deemed to change or supplement the ITT, except as noted below, in connection with the ADDENDA.

#### **4 TENDERER'S CONFIDENTIALITY OBLIGATIONS**

- (a) TENDERER undertakes:
- (i) not to disclose any CONFIDENTIAL INFORMATION to any THIRD PARTY or enable any THIRD PARTY to become aware of the fact that TENDERER has been invited to submit a TENDER for the SCOPE and, if applicable, the fact that the SCOPE has been awarded to TENDERER, for which a CONTRACT will be concluded;
  - (ii) not to use, reproduce or copy any CONFIDENTIAL INFORMATION other than for the PURPOSE; and
  - (iii) to establish and maintain reasonably effective security measures to prevent unauthorised access to, use, copying or disclosure of CONFIDENTIAL INFORMATION.
- (b) TENDERER may disclose CONFIDENTIAL INFORMATION as is reasonably necessary to carry out the PURPOSE to those employees of TENDERER who before the date of disclosure:
- (i) have been informed of the confidential nature of the CONFIDENTIAL INFORMATION; and
  - (ii) are bound by written obligations no less stringent than those assumed by TENDERER under this confidentiality declaration.
- (c) Any restrictions on disclosure of the CONFIDENTIAL INFORMATION will cease to apply to information that TENDERER can prove:
- (i) becomes part of the public knowledge through no fault of TENDERER or any of its AFFILIATES, or;
  - (ii) is thereafter disclosed to TENDERER without an obligation of confidentiality by a THIRD PARTY who has the legal right to do so.



- (d) At the request and option of COMPANY or where TENDERER is not awarded with the CONTRACT, TENDERER will promptly return any CONFIDENTIAL INFORMATION and delete it from electronic storage and delete or destroy all extracts or analyses that reflect any CONFIDENTIAL INFORMATION.
- (e) Nothing in this ITT grants TENDERER a licence under intellectual property rights of COMPANY or its AFFILIATES, or any rights in respect of CONFIDENTIAL INFORMATION other than those specifically set out herein. TENDERER is granted no rights to make any changes, modifications or enhancements to CONFIDENTIAL INFORMATION, or to create any derivative work from CONFIDENTIAL INFORMATION.
- (f) COMPANY and its AFFILIATES are not liable in negligence or otherwise for any loss or expense arising from the use of any CONFIDENTIAL INFORMATION or any allegation that such use infringes any THIRD-PARTY intellectual property right. TENDERER will indemnify COMPANY against any THIRD-PARTY claim for loss or damage (including personal injury or death) arising from or in connection with TENDERER's use of any CONFIDENTIAL INFORMATION.
- (g) COMPANY makes no representation and extends no warranty, express or implied, and assumes no responsibilities whatsoever with respect to the completeness, utility or accuracy of any CONFIDENTIAL INFORMATION; merchantability or fitness for a particular purpose; or the freedom from infringement of any THIRD PARTY intellectual property rights by TENDERER's use of CONFIDENTIAL INFORMATION.
- (h) TENDERER acknowledges that CONFIDENTIAL INFORMATION may have content which is subject to laws and regulations governing the export and re-export of goods, technology, software and/or services, including the U.S. Export Administration Regulations administered by the U.S. Department of Commerce, the U.S. trade sanctions legislation administered by the U.S. Department of the Treasury and European Council Regulation 428/2009. Therefore, TENDERER hereby certifies that in exercising in its receipt and use of CONFIDENTIAL INFORMATION, it will comply with all applicable laws and regulations.
- (i) Disclosure of CONFIDENTIAL INFORMATION to TENDERER will not be construed as an offer nor a representation nor a warranty made by COMPANY that COMPANY will enter into the CONTRACT with TENDERER in respect of the SCOPE.

## **5 COMPANY'S CONFIDENTIALITY OBLIGATIONS**

- (a) COMPANY will not disclose or permit a disclosure to a third party of the TENDER.
- (b) COMPANY may disclose the TENDER only to the extent of the following:
  - (i) Disclosure is expressly permitted under the ITT;
  - (ii) TENDERER has requested or consented in writing to the disclosure; or
  - (iii) Disclosure is necessary to review the TENDER and is made only to those in COMPANY GROUP who have agreed to be bound by any confidentiality provisions assumed by COMPANY.
- (c) COMPANY will treat ALTERNATIVE TENDERS as confidential, only where marked as such. Where an ALTERNATIVE TENDER is not marked confidential, COMPANY is entitled to reissue an ITT based on the ALTERNATIVE TENDER without attribution to TENDERER.

## **6 PRIVACY OF PERSONAL DATA**

- (a) Information submitted as part of a TENDER may be distributed within COMPANY GROUP to:
  - (i) evaluate TENDERER's overall capabilities and capacity to perform the SCOPE; and
  - (ii) evaluate competence of TENDERER's proposed project leads.
- (b) Where COMPANY receives PERSONAL DATA for the purposes noted above, or for other reasons, TENDERER will alert COMPANY to the fact it has supplied PERSONAL DATA. COMPANY will implement appropriate security measures to protect PERSONAL DATA against accidental or unlawful destruction or loss, alteration, unauthorised disclosure, or access (including remote access), and to protect it against all other forms of unlawful processing.

TENDERER will not include PERSONAL DATA in the TENDER beyond what is strictly necessary for the evaluation of TENDERER and its project leads.

- (c) Where it is necessary for COMPANY to provide PERSONAL DATA to TENDERER, then TENDERER will provide the safeguards described above. As a condition of award of any SCOPE that includes the processing of PERSONAL DATA, TENDERER will be required to enter into a data processing agreement in COMPANY's usual form.

## **7 COMPLIANCE WITH TRADE CONTROLS**

- (a) TENDERER hereby certifies that in submitting its response or proposal to the TENDER, it shall comply with all applicable governmental laws, regulations, decrees and orders governing the export and re-export of goods, technology, software and/or services, including, without limitation, the U.S. Export Administration Regulations administered by the U.S. Department of Commerce, the U.S. trade sanctions legislation administered by the U.S. Department of the Treasury and European Council Regulation 428/2009 and any amendments thereto.

## **8 GENERAL BUSINESS PRINCIPLES**

- (a) TENDERER acknowledges that it has actual knowledge of:
  - (i) the Shell General Business Principles, available at: [www.shell.com/sgbp](http://www.shell.com/sgbp), and the Shell Supplier Principles, available at [www.shell.com/suppliers](http://www.shell.com/suppliers); and
  - (ii) the Shell Global Helpline, available at: <http://www.shell.com/globalhelpline>.
- (b) In connection with all activities associated with the ITT, TENDERER agrees that it will adhere to the principles contained in the Shell General Business Principles and Shell Supplier Principles (or where TENDERER has adopted equivalent principles, to those equivalent principles).
- (c) TENDERER will notify COMPANY immediately if it becomes aware of any behaviour by TENDERER GROUP in relation to this TENDER which is, or may be, inconsistent with the Shell General Business Principles or the Shell Supplier Principles, where applicable, or where TENDERER has adopted equivalent principles, their equivalent. TENDERER will make use of the Shell Global Helpline to report any suspected violations of the above.

## **9 ANTI-BRIBERY AND CORRUPTION**

- (a) In connection with all activities associated with the ITT, TENDERER represents that:
  - (i) it is knowledgeable about ANTI-CORRUPTION LAWS applicable to the TENDER and will comply with those laws; and
  - (ii) TENDERER has not made, offered, authorised, or accepted, and will not make, offer, authorise, or accept, any payment, gift, promise, or other advantage, whether directly or through any other PERSON, to or for the use or benefit of any GOVERNMENT OFFICIAL or any other PERSON where that payment, gift, promise, or other advantage would: (A) comprise a facilitation payment; or (B) violate the relevant ANTI-CORRUPTION LAWS.
- (b) TENDERER will immediately notify COMPANY if TENDERER receives or becomes aware of any matter PERSON that is prohibited by the preceding paragraph.
- (c) TENDERER agrees that in the event that it comes under investigation or is found by any authority or body to be in breach of (i) APPLICABLE LAWS; or (ii) ANTI-CORRUPTION LAWS, after it has been awarded the CONTRACT by COMPANY, the COMPANY reserves the right to withdraw the CONTRACT award and decline to sign the CONTRACT with TENDERER.

### SECTION III

#### FORMS APPLICABLE TO THE TENDER

##### 1 FORM OF ACKNOWLEDGEMENT

RE: ACKNOWLEDGEMENT for TENDER NO. CW502377 for PROVISION OF LOGISTICS SUPPORT SERVICES FOR GOVERNMENT SECURITY AGENCIES (GSA) AT SPDC LOCATIONS.

To: COMPANY LEAD

(a) We acknowledge receipt of the ITT and we agree to maintain confidentiality in regard to this ITT process and the contents of the ITT DOCUMENTS.

(b) We confirm that: *(Please ✓ in only one of the ☐)*

☐ We have received all the documents listed in the ITT Index without damage and in useable condition.

☐ The following listed ITT DOCUMENTS were not received and/or are damaged and unusable:

(c) We confirm that: *(Please ✓ in only one of the ☐)*

☐ We intend to submit a bona fide TENDER in accordance with the specified requirements of the ITT by the TENDER DEADLINE. We confirm our adherence to appropriate standards of business ethics and, in particular, we have established procedures to prevent the making, receiving, providing or offering of any payment, gift, promise, or other advantage which may violate ANTI-CORRUPTION LAWS. Furthermore, we will comply with Shell's "Life Saving Rules", available at <http://www.shell.com/lifesavingrules> and other safety rules when visiting any COMPANY GROUP premises.

☐ We do not wish to TENDER and therefore return all the ITT DOCUMENTS with this ACKNOWLEDGEMENT FORM.

(d) We confirm that: *(Please ✓ in only one of the ☐)*

☐ As of this date, we have no requirements to seek clarification of these ITT DOCUMENTS. We will request clarification as soon as the need arises.

☐ We require clarification of the following:

(e) We request that you send all future communications in respect of this ITT to:

<b>Company Name:</b>	
<b>Mailing Address:</b>	
<b>Courier Address:</b>	
<b>Telephone Number:</b>	
<b>Fax Number:</b>	
<b>E-Mail Address:</b>	
<b>Contact Person:</b>	

Yours truly,

**[\*\*INSERT NAME OF TENDERER]**

Signed: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

## 2 FORM OF TENDER

TENDERER NAME: **\*\*Insert Tenderer Name**

Date: **\*\*Insert date**

RE: FORM OF TENDER FOR A CONTRACT FOR TENDER NO. **CW502377** FOR **PROVISION OF LOGISTICS SUPPORT SERVICES FOR GOVERNMENT SECURITY AGENCIES (GSA) at SPDC Locations**  
To COMPANY LEAD:

In accordance with the above referenced TENDER, the undersigned, on behalf of the TENDERER confirms:

- (a) We have examined your entire ITT package including its forms, **\*\*and the ADDENDA #\*\*** and are providing all completed required forms, and where applicable, optional forms, all of which are listed below and in accordance with the requirements of your ITT we hereby offer to enter into a CONTRACT with COMPANY on the terms and conditions set out in the CONTRACT in accordance with the following :
  - Form of TENDER
  - Schedule of Prices
  - NCDMB Commercial template (To include NCCC AND HCD)
  - Information Requested by COMPANY
  - Other Information Requested by COMPANY
- (b) We are able to commence the SCOPE within **30 (Thirty)** working days of award of CONTRACT and to complete the SCOPE on or before the times stipulated in the CONTRACT.
- (c) We agree that this TENDER constitutes a firm offer to COMPANY which CONTRACTOR will not withdraw after the TENDER DEADLINE, unless the CONTRACT is not signed by COMPANY within 90 days of the TENDER DEADLINE. The time for signing the CONTRACT may be extended by written agreement of COMPANY and CONTRACTOR.
- (d) We agree that COMPANY is not obliged to review or accept any new deviations to the provisions of the ITT, including COMPANY's CONTRACT, raised by us after the submittal of this TENDER.
- (e) We certify that we have:
  - (i) examined and are fully familiar with all of the provisions of the ITT;
  - (ii) carefully checked and confirmed as accurate all of the words and figures shown in the pricing in this TENDER;
  - (iii) carefully reviewed the accuracy of all statements in our TENDER; and
  - (iv) by careful examination of the ITT, satisfied ourselves as to the requirements of the ITT and all other matters which can in any way affect the supply of the SCOPE or the cost thereof.
- (f) We hereby agree that COMPANY will not be responsible for any errors or omissions on our part in preparing this TENDER.
- (g) We understand that COMPANY is not bound to accept the lowest-cost compliant or any TENDER, and COMPANY may not assign a reason for rejection of any TENDER.
- (h) We agree that any costs incurred by us in the course of preparation of this TENDER are entirely of our own account.
- (i) We accept that future unsolicited re-TENDERS of any kind may result in our disqualification.
- (j) We confirm that all insurances required by us under the proposed contract are currently in force or will be provided in sufficient time to permit commencement of the CONTRACT.
- (k) We confirm that we **\*\*are/are not** a subsidiary of another company.

- (l) We certify that this is a bona-fide TENDER, intended to be competitive, and that we have not fixed or adjusted the amount of the TENDER by or under or in accordance with any agreement or arrangement with any PERSON not directly involved with its preparation. We further certify that we have not performed, and will not:
- (i) communicate to any PERSON the amount of the proposed TENDER except in confidence for obtaining insurance premium quotations in connection with the TENDER;
  - (ii) enter into any agreement or arrangement with any other person that either we will refrain from tendering or discuss the amount of any TENDER to be submitted; or
  - (iii) offer, pay or give or agree to pay or give any sum of money or valuable consideration to any PERSON for any act of the type described above.
- (m) We agree that the COMPANY has the right, in its sole discretion, and at any time, to change the ITT, cancel, delay or otherwise not proceed to award the CONTRACT based on this ITT.
- (n) We confirm actual knowledge of:
- (i) the Shell General Business Principles, available at: [www.shell.com/sgbp](http://www.shell.com/sgbp), and the Shell Supplier Principles, available at [www.shell.com/suppliers](http://www.shell.com/suppliers); and
  - (ii) the Shell Global Helpline, available at: <http://www.shell.com/globalhelpline>.
- (o) In connection with all activities associated with the ITT, we agree to adhere to the principles contained in the Shell General Business Principles and Shell Supplier Principles (or where we have adopted equivalent principles, to those equivalent principles). We will notify COMPANY LEAD immediately if we become aware of any behaviour by TENDERER GROUP which is, or may be, inconsistent with the Shell General Business Principles or the Shell Supplier Principles, or where applicable, our equivalent principles.

**\*\*INSERT NAME OF TENDERER\*\***

Signed: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

### 3. FORM FOR SCHEDULE OF PRICES (COMMERCIAL BIDS)

STEADY STATE	MEASURES			NEW TENDER RATES (NGN/Naira/₦)	
A) ACCOMODATION AND CATERING*	UNIT OF MEASURE	QTY	NUMBER OF DAYS	1-YEAR DAY RATE	3-YEARS TOTAL
40 MAN HOUSEBOAT	day	1	1		
CATERING	day	1	1		
AGO (Average of Location rates: Bayelsa, PH and Delta)	LTR	1	1		
PORTABLE WATER	LTR	1	1		
SEWAGE DISPOSAL	Monthly	1	1		
MOBILISATION/DEMOBILISATION	Lot	1	1		
20 MAN PORTAKABIN	day	1	1		
CATERING	day	1	1		
AGO (Average of Location rates: Bayelsa, PH and Delta)	LTR	1	1		
SEWAGE DISPOSAL	Monthly	1	1		
MOBILISATION/DEMOBILISATION-land	Lot	1	1		
MOBILISATION/DEMOBILISATION-swamp	Lot	1	1		
30 MAN PORTAKABIN	day	1	1		
CATERING	day	1	1		
AGO (Average of Location rates: Bayelsa, PH and Delta)	LTR	1	1		
SEWAGE DISPOSAL	Monthly	1	1		
MOBILISATION/DEMOBILISATION-land	Lot	1	1		
MOBILISATION/DEMOBILISATION-swamp	Lot	1	1		


<b>40 MAN PORTAKABIN</b>	day	1	1		
CATERING	day	1	1		
AGO (Average of Location rates: Bayelsa, PH and Delta)	LTR	1	1		
SEWAGE DISPOSAL	Monthly	1	1		
MOBILISATION/DEMOBILISATION-land	Lot	1	1		
MOBILISATION/DEMOBILISATION-swamp	Lot	1	1		
<b>TUGBOAT (ALL INCLUSIVE)</b>	day	1	1		
<b>SENTRY BARGE (ALL INCL)</b>	day	1	1		
<b>CATERING*</b>					
BREAKFAST	day	1	1		
LUNCH	day	1	1		
DINNER	day	1	1		
<b>B) ESCORT/PATROL</b>					
<b>PATROL BOAT-REGULAR INTRA-FIELD MOVEMENT (ALL INCL):</b> fiber boats for small creeks/well head channels	day	1	1		
<b>PATROL BOAT -INTENSIVE INTER-FIELD MOVEMENT (ALL INCL):</b>	day	1	1		
<b>Provision of Patrol Boats-Kama navigates shallow offshore/major rivers/lagoons</b>	day	1	1		
<b>VEHICLES-REGULAR-ALL INCL-not more than 4yrs</b>	day	1	1		
DRIVER	day	1	1		
Facility based vehicles	day	1	1		

Non-Facility based vehicles	day	1	1		
<b>VEHICLES-SPECIALLY FITTED-ALL INCL</b>	day	1	1		
DRIVER	day	1	1		
Facility based vehicles	day	1	1		
Non-Facility based vehicles	day	1	1		
<b>C) CALL OFF (ACCOMODATION AND CATERING)</b>					
<b>60 MAN HOUSEBOAT</b>	day	1	1		
CATERING	day	1	1		
AGO	LTR	1	1		
PORTABLE WATER	LTR/Monthly	1	1		
SEWAGE DISPOSAL	Monthly	1	1		
LAUNDRY	day	1	1		
MOBILISATION	Lot	1	1		
DEMOBILISATION	Lot	1	1		
<b>60 MAN PORTAKABIN</b>	day	1	1		
CATERING	day	1	1		
AGO (Average of Location rates: Bayelsa, PH and Delta)	LTR	1	1		
SEWAGE DISPOSAL	Monthly	1	1		
LAUNDRY	day	1	1		
MOBILISATION/DEMOBILISATION-land	Lot	1	1		
MOBILISATION/DEMOBILISATION-swamp	Lot	1	1		
<b>D) STATIC GUARD</b>					
SENTRY POST-Land	one off	1	1		
SENTRY POST-Swamp	one off	1	1		



SENTRY POST -Refurbishment (land/swamp)	one off	1	1		
OBSERVATION TOWER- Land	one off	1	1		
OBSERVATION TOWER - Swamp	one off	1	1		
OBSERVATION POST- Refurbishment (land/swamp)	one off	1	1		
Sub Total per year					
<b>Grand Total for 3 years</b>					

### 3.1 NCDMB COMMERCIAL TEMPLATE

		NCDMB COMMERCIAL TEMPLATE : PROVISION OF LOGISTICS SUPPORT SERVICES FOR GOVERNMENT SECURITY AGENCIES AT SPDC							
		<b>INSTRUCTION TO BIDDERS:</b> 1. ALL SUBMISSION SHOULD BE IN MICROSOFT EXCEL 2. THE TEMPLATE SHOULD BE FILLED CORRECTLY AND ACCURATELY. THE COMPLETED TEMPLATE WOULD BE USED FOR MONITORING PURPOSES BY NCDMB UPON AWARD OF CONTRACT. 3. FAILURE TO FILL THIS TEMPLATE CORRECTLY AND ACCURATELY WILL LEAD TO DISQUALIFICATION BY NCDMB 4. ALL THE RATES QUOTED FOR IN THIS NCDMB TEMPLATE SHOULD TALLY WITH THE RATES QUOTED FOR IN THE OPERATOR'S COMMERCIAL SUBMISSION							
<b>PROJECT/CONTRACT TITLE:</b>		PROVISION OF LOGISTICS SUPPORT SERVICES FOR GOVERNMENT SECURITY AGENCIES AT SPDC							
<b>NAME OF THE OPERATOR</b>		SPDC							
<b>NAME OF BIDDER:</b>									
<b>BIDDER'S ADDRESS</b>									
<b>SECTION A : PERSONNEL</b>									
<b>EQUIPMENT (LIST EQUIPMENT)</b>	<b>UNIT OF MEASURE</b>	<b>EQUIPMENT (NAME OF NOMINATED VESSEL</b>	<b>OWNER OF NOMINATED VESSEL</b>	<b>ARE THE VESSELS CATEGORIZED ON THE NCDMB NOGIC MARINE VESSEL CATEGORIZED AS NIGERIAN OWNED OR FOREIGN OWNED</b>	<b>PROVIDE EVIDENCE OF DOCUMENTATION OF VESSEL OWNERSHIP IF CATEGORIZED AS OWNED ON THE NCDMB NOGIC MARINE VESSEL CATEGORIZATION</b>	<b>WORKING DAY RATE</b>	<b>NC VALUE</b>	<b>NC%</b>	
TUGBOAT	DAILY								
40 man HOUSEBOAT	DAILY								
60 man houseboat	DAILY								
PATROL BOAT	DAILY								
SENTRY BARGE	DAILY								
<b>LIST TYPE OF SERVICE</b>	<b>NAME AND ADDRESS OF fabrication yard for construction of Portacabins</b>	<b>Name and address of in-country manufacturer for portacabins</b>				<b>NC%</b>			
20 MAN PORTAKABIN									
30 MAN PORTAKABIN									
40 MAN PORTAKABIN									
60 man portacabins									

#### 4 FORM FOR QUALIFICATIONS TO THE CONTRACT TEMPLATE

The following table lists all the TENDERER's proposed qualifications to the CONTRACT.

QUALIFICATION NO.	REFERENCE IN CONTRACT	TEXT OF TENDERER'S QUALIFICATION	REASON TENDERER HAS REQUESTED THE QUALIFICATION
1	[Tenderer to insert Section, Article and Clause number]	[Tenderer to insert text of Clause it wishes to change and indicate the change desired by using the 'track changes' function.]	
2			

## 5 FORM FOR ALTERNATIVE TENDERS

### TENDERER'S PROPOSED ALTERNATIVES TO THE CONTRACT

			EFFECT ON TENDER IF ALTERNATIVE IS ACCEPTED	
REFERENCE IN CONTRACT	DESCRIPTION OF PROPOSED ALTERNATIVE INCLUDING SUGGESTED MODIFICATION TO CONTRACT DOCUMENTS	REASON FOR PROPOSING ALTERNATIVE	CONTRACT PRICE	TIME AND MANNER OF PERFORMANCE

**6. DOCUMENTS TO BE PROVIDED BY TENDERER: INFORMATION PROVIDED BY THE TENDERER FOR EVALUATION AND/OR INCORPORATION INTO THE CONTRACT. THIS SHALL BE IN THE FORM OF TECHNICAL PREQUALIFICATION QUESTIONNAIRE**

DESCRIPTION OF REQUIREMENT	
<b>A</b>	<b><u>STATUTORY &amp; BUSINESS REQUIREMENTS</u></b>
1	<b>Incorporation in Nigeria</b> – Provide evidence of Incorporation in Nigeria: Certificate of Incorporation from Corporate Affairs Commission/Memorandum & Articles of Association /Form CO2/Form CO7
2	<b>DPR Permit</b> – Provide current Department of Petroleum Resources (DPR) Permit relevant to category of work.
3	<b>Tax Clearance</b> – Provide Three (3) -Years Tax Clearance Certificate [commencing from 2018, 2019, 2020]
4	<b>Shell General Business Principles and Anti-Bribery &amp; Corruption</b> - Confirmation of understanding of the Shell General Business Principles and compliance with Anti-Bribery and Corruption Provisions - <b>See Sheet 2-Ethics &amp; Shell General Business Principles and ABC Evaluation Guide</b>
5	<b>Ethical Status</b> - Is Tenderer under sanction by Company for Fraud or breach of Anti-Bribery & Corruption provisions or breach of the "Shell Life Saving Rules" or under investigation following HSSE incident involving a fatality?_
<b>B</b>	<b><u>CORPORATE STRUCTURE -</u></b>
1	<b>Corporate Formation</b>
	Provide evidence of independent status <b>OR</b> legally binding Joint Venture Partnership or agreements with well-defined financial or operational roles.
2	<b>Organizational Structure/Strength</b>
	Provide clear Management structure/chart with well-defined lines of authority. Qualifications and numbers of top Management staff and other personnel adequate to execute the services for each phase of the Work.
	Provide the chart(s) showing names of all Key Personnel and is accompanied by job descriptions detailing accountabilities, proposed chains of authority and lines of communication to amplify the chart(s).
3	<b>Management Structure</b>
	Provide management system available and employed by the company in the management and placement of orders, overall project management, progress and reporting to clients.
	Provide documentary evidence of all applicable administration and technical software licences to operate under this tender
4	<b>Subcontractor Management</b>
	Provide documentary evidence of subcontractor management plans to operate under this tender
	Provide detailed listings of the proposed Project Management Team and the listed Key Personnel with Curriculum Vitae
	Provide Manpower plan indicating disciplines and grades for the various phases of the Work including the number, disciplines and grades of Nigerian Nationals/Local staff that shall be employed during the Work.
	Provide Manpower Histograms.

<b>C</b>	<b>TECHNICAL CAPABILITIES ((Site visit/verification <u>MAY</u> be required to confirm information provided)</b>
	<b><u>CONTRACTOR'S TECHNICAL CAPACITY TO DELIVER THE SCOPE OF WORK SPECIFIED IN SECTION V (PERSONNEL, PLANT &amp; EQUIPMENT, RELEVANT EXPERIENCE AND QA/QC)</u></b>
<b>1</b>	<b>Company Experience</b>
	Provide evidence of relevant operating experience in the area of Work ( <i>Onshore-Land and Swamp Accommodation, Catering &amp; Ancillary Services and Logistics Services</i> ) being tendered.
	Provide reference of three (3) major customers that can be contacted for information with certificate of Performance or Commendation notes
	Provide evidence of fully Equipped Operational base with warehouses to fully support and ensure continuity of supply.
	Provide evidence of understanding of tender requirements backed by Work Execution Plan.
<b>2</b>	<b>Personnel</b>
	Provide evidence showing number of personnel, years of experience, and skills which includes but not limited to the services listed for each specific Scope of Work group, e.g., Provision of Catering and Ancillary Services to Onshore-Land and Swamp locations; Provision of Logistics Services (Escort/Patrol Services for Land & Marine); Supply Chain Management, etc., in the Oil and Gas Industry
<b>3</b>	<b>Equipment, Hardware &amp; Accessories</b>
	Provide evidence of ownership or partnership (MOA) and availability of the under listed Equipment, Hardware & Accessories
	a) 40- and 60-man capacity Houseboats
	b) 20, 30, 40- and 60-man capacity Portacabins
	c) Sentry Post
	d) Observation Tower
	e) 4-Wheel Drive Pick-Up (Regular and Specially Fitted)
	f) Patrol Boats (Regular and Intensive Inter-field Movement)
	g) Tugboats
<b>4</b>	<b>Quality Assurance and Quality Control (QA/QCL Plans</b>
	Provide evidence with detailed content for the following:
	a) QA/QC Plan.
	b) Description of quality audit programme
	c) Evidence of previous performance quality audits on previous projects performed on Tenderer.
	d) Evidence of procedure/systems used by Tenderer for performance quality management.
	* All evidence shall be duly signed, stamped/sealed and dated

<b>D</b>	<b><u>FINANCIAL CAPABILITY</u></b>
	Provide Three (3) years (2018, 2019 and 2020) accounts audited by a licensed accountancy firm which shall be a member of the institute of Chartered Accountants of Nigeria with a public practice license evidenced by the presence of the ICAN PPS stamp on the certificate and Three (3) years accounts audited by any other accredited/verifiable local/international accountancy firm.
	Provide Status of the latest audit certificate. Most recent accounts should not have an end of year date more than 18 months before time of tendering.
	Provide Contract value ratio - Average annual turnover /the estimated annual contract value.
	Provide Contract exposure -(Net current assets -/- maximum 3-month contract exposure) / maximum 3-month contract exposure.
	Provide Acid (Cash) ratio for each of the past 3 years (2018, 2019 and 2020) - (current assets-stock-debtors) / current liabilities.
	Provide Debt to Equity ratio - (Total liabilities - Accounts payable)/ Shareholders' equity.
	Provide Interest cover ratio - (Profit before interest and tax) / Interest payable.
<b>E</b>	<b><u>CONTRACTOR'S HSSE CAPABILITIES/MANAGEMENT</u></b>
	<b>HSE Policy:</b> Provide Hazard Identification and Risk Assessment of the Contract:
	Provide Contractor's assessment of Contract Specific HSSE hazards and risk i.e. well-defined business policies regarding the Health, Safety and Environmental impacts of its operations to his workers and immediate community. Also included is its policies on Community Development and Security of life and properties with respect to its operation.
	<b>HSE Management System</b>
	Provide clear evidence that the Company Management is accountable in the business for the implementation of effective HSE management and a management system is in place to monitor and control performance.
	HSSE Plan and Details of Risk Event Description; Industrial/National Strike, Insufficient Food Items, Delayed Delivery of Food Items, Poor Meal/Menu Quality, Poor HSSE, Food Poisoning, Poor Customer Relations etc., and Procedures on how contractor intends to manage each Risk by providing roles, responsibilities and interfaces for Preventive and Corrective Response. Health management plan for personnel, Retainership clinic
	<b>Historical HSE Data</b>
	Safety records for accidents, injuries, damages and summary for near misses, LTI, for the past three (3) years. Evidence of training of core crew (Survivor Training, Food Handling certificates, training on food safety and hygiene including HACCP)- and HSE reward scheme

**ZUBAIRU ISMAILA**  
**NAPIMS**

**DEBO OGUNJIMI**  
**SPDC**

## 7.0 NIGERIAN CONTENT REQUIREMENTS

Bidders are to demonstrate strict compliance with the provisions of Nigerian Oil & Gas Industry Content Development Act and provide the following requirements:

- Only Nigerian companies having greater than 51% Nigerian shareholding shall participate in bidding bid for this tender work scope.
- Provide evidence of company Ownership Structure form CO2 and CO7, registration on NOGIC JQS and DPR certificate.
- Tenderer shall comply with the NCDMB HCD guideline by committing (via a letter of undertaking) to providing Project-Specific training, man-hour, budget, skill development and understudy plan for Nigerian personnel utilizing OGTAN registered trainer(s) or other approved NCDMB training institution(s)
- Provide project specific organogram of all personnel (not limited to Camp boss, Chief cook, Cooks, Head housekeepers) that shall execute the work scope. CVs, names and nationality of all personnel stated in the organogram.
- Provide evidence of registration or MOA with a vendor with valid registration with Nigeria Hotel and Catering Institute or similar affiliated hospitality professional registration body in Nigeria for execution of the catering and housekeeping services.
- Tenderer shall provide the following equipment to execute the work scope:
  - Evidence of ownership of the underlisted equipment categorized Nigerian owned on the latest NCDMB NOGIC marine vessel categorization report or Memorandum of Agreement with category A/AA vendor owning the under-listed equipment and categorized Nigerian owned on the latest NCDMB NOGIC marine vessel categorization report. Tenderer shall also complete **Table 1** below.
    - Tugboat
    - Houseboat
    - Patrol Boat
    - Sentry Barge
  - Tenderer shall provide evidence (not limited to in-country fabrication yard having ISO or SON certification) of capability to fabricate or provide memorandum of agreement (MOA) for the procurement of Portacabins from in-country manufacturer/assemblage facility owner for Portacabins. Complete **Table 2** below.

### Nominated Vessels (Table 1):

Name of Nominated vendor	Vessel to be provided	Vessel owned (yes/no).	Name and address of Owner of Equipment	Category of owner of vessel based on NCDMB marine vessel report	MOA provided Yes/No
	Tugboat				
	40 Man Houseboat				
	60 Man Houseboat				
	Patrol Boat				
	Sentry Barge				

### Other Equipment (Table 2B):



Name of Nominated vendor	Equipment to be provided	Equipment to be Procured (Yes/No)	Name of in-country manufacturer for procurement of equipment	Portacabin to be fabricated? (Yes/No)	Name and Address of In-country Fabrication Yard for Fabrication of Portacabin	ISO or SON Certification Number for Fabrication yard In-country.
	20 Man Portacabins					
	30 Man Portacabins					
	40 Man Portacabins					
	60 Man Portacabins					

## 8.0 NIGERIAN LABOUR REQUIREMENT

S/No.	Topics		Questions	Y/N	Free Text
1	Child Labour and Young Workers	1.1	Does your company have a policy, procedure or process that prohibits the employment of employees who are under the international minimum age for work (15 years), or the national minimum age for work if it is higher?		
		1.2	How does your company communicate, manage and monitor the implementation of this policy or process on under-age employees, including the corrective actions to be taken if an under-age employee is identified? Please describe.		
		1.3	Does your company have a policy, procedure or process specifying the conditions under which young workers (aged 15 to 18) can be employed, and the types of work that they can be asked to undertake?		
		1.4	How does your company communicate, manage and monitor the implementation of this policy or process? Please describe.		
2	Forced Labour and Human Trafficking	2.1	Does your company have a policy, procedure or process that prohibits modern slavery (slavery, servitude, forced labour and human trafficking) in your operations and in those of employment agencies or sub-contractors you use?		
		2.2	How does your company communicate, manage and monitor the implementation of this policy or process? Please describe.		
		2.3	Does your company pay the service fees charged by the employment agencies or sub-contractors that you use for recruitment and hiring and all other recruitment related expenses necessary to recruit, hire, deploy, and manage workers?		
		2.4	Does your company have a policy, procedure or process to ensure the employment agencies, or sub-contractors, you use to recruit and hire workers operate ethically and legally?		

		2.5	Does your company provide all workers with a written contract, in a language the employee understands, setting out terms of employment, and including daily wage rates and hours of work?		
		2.6	Does your company provide workers with a contract which specifies an agreed period of notice and then permits workers to activate this notice period at their discretion, with no penalty?		
		2.7	Does your company prohibit unlawful wage deductions or payments by workers and prohibits the withholding of both money or identification documents belonging to workers, by your company, or employment agencies acting on your behalf, before or after the start of employment?		
		2.8	Do you have a policy, procedure or process which requires that regular checks are conducted on facilities, including the following: living space, temperature, lighting, sanitary facilities, privacy, ventilation?		
3	Non-Discrimination	3.1	Do you have a policy, procedure or process that prohibits discrimination in hiring, wages, equal pay, protections and conditions of employment, promotion, benefits and grievance management, termination / dismissal?		
		3.2	How does your company communicate, manage and monitor the implementation of this policy or process? Please describe.		
		3.3	Does your company have a policy, procedure or process which prohibits violence, sexual harassment and sexual violence in the workplace?		
		3.4	How does your company communicate, manage and monitor the implementation of this policy or process? Please describe.		
4	Freedom of Association	4.1	Do you have a policy, procedure or process that permits freedom of association and collective bargaining? This includes provision for the development of "parallel means" of representation for labour rights, in countries where the law restricts labour rights, or discriminates against workers on the grounds of trade union membership or activities		
		4.2	How does your company communicate, manage and monitor the implementation of this policy or process? Please describe.		
5	Working Conditions - Compensation and Number of Hours	5.1	Does your company have a policy, procedure or process requiring the direct, timely and accurate payment of wages for all workers? This should be supported with a pay slip in a language and format they understand, which explains how their wages are calculated and any deductions?		
		5.2	How does your company communicate, manage and monitor the implementation of this policy or process? Please describe.		
		5.3	Does your company have a policy, procedure or process which ensures that working hours and rest periods for all categories of workers are compliant with national laws? This includes legally mandated breaks & rest periods on a daily and weekly basis, the provision of paid leave, sick leave, emergency leave and parental leave.		
		5.4	How does your company communicate, manage and monitor the implementation of this policy or process? Please describe.		

6	Grievance Mechanisms and Disciplinary Procedures	6.1	Does your company have a policy, procedure or process providing disciplinary and grievance mechanisms for workers?		
		6.2	How does your company communicate, manage and monitor the implementation of this policy or process? Please describe.		
		6.3	Has your company established a body to manage grievance and disciplinary issues and to ensure they are applied consistently to all workers without discrimination		
7	Standards Towards Own Suppliers	7.1	Does your company have a policy, procedure or process for selection and follow up of suppliers on the basis of human rights?		
		7.2	How does your company manage and monitor the implementation of this policy or process? Please describe.		
8	Security Arrangements	8.1	Does your company have a policy, procedure or process providing guidelines for use of force for security providers?		
		8.2	How does your company communicate, manage and monitor the implementation of this policy or process? Please describe.		
9	Community	9.1	Does your company have a policy, procedure or process for avoiding and managing any adverse impacts on communities?		
		9.2	How does your company manage and monitor the implementation of this policy or process? Please describe.		

**Note: Evidence required should be in the form of:**

- 1. Copy of the Company policy or process**
- 2. Copy of Company Code of Conduct (or equivalent)**
- 3. Employee handbook (relevant section highlighted)**
- 4. Appropriate relevant documentation**

**NOTE: A two-tier bid evaluation strategy will be adopted viz: Technical Evaluation and Commercial Evaluation. Only commercial bids submitted by Tenderers who pass the Nigerian Content requirements evaluation and passed the remaining technical section will be considered for evaluation, only the commercial bids of the vendors that satisfy the Technical requirement shall be open**

**Table 1 NIGERIAN CONTENT REQUIREMENTS (HUMAN CAPACITY DEVELOPMENT)**

As part of the contract, CONTRACTOR is expected to engage **a minimum of EIGHT personnel nominated from the national skill pool database for training and competency development.** The format of the training will include, Face to face training and a short term on the job training.

In addition to the training specified in the table below, tenderer is required to provide additional training applicable to the contract scope of work, and this training plan shall be incorporated into the CONTRACT.

Training Implementation Plan	
<b>TOTAL NUMBER OF TRAINEES:</b>	Tenderer to insert details (Refer to project category matrix for determination of Training Manhours and Training Fund of the NCDMB HCD training guideline)
<b>TRAINING SCHEDULE (Start - End):</b>	Tenderer to insert details

	Training Title	Name and Address of Training Provider	Duration	Man-Hours	On the Job Learning Plan (3 – 6 months)	Qualification and level of competence /certification to be achieved through training
1		Tenderer to insert details	Tenderer to insert details	Tenderer to insert details	Tenderer to insert details	
2		Tenderer to insert details	Tenderer to insert details	Tenderer to insert details	Tenderer to insert details	
3		Tenderer to insert details	Tenderer to insert details	Tenderer to insert details	Tenderer to insert details	
4		Tenderer to insert details	Tenderer to insert details	Tenderer to insert details	Tenderer to insert details	

#### **NOTES**

\*\*HCD training shall be 3% of contract value.

\*\* CONTRACTOR is responsible for all costs involved in executing the training plan above

**SECTION IV**

**CONTRACT TEMPLATE AND OTHER REQUIRED DOCUMENTS**

**PURCHASE CONTRACT**

**FOR PURCHASE OF GOODS AND SERVICES**

**Between**

**[\*\*insert]**

**and**

**[\*\*insert]**

**[\*\*insert SHARP Contract ID#]**

## TABLE OF CONTENTS

Contents .....	4
SECTION I 5.....	4
INSTRUCTIONS TO TENDERER 5.....	4
1 DEFINITIONS 5.....	4
2 INTRODUCTION 7.....	4
3 GENERAL REQUIREMENTS 7.....	4
4 PREPARATION OF TENDER 8 .....	4
5 INSTRUCTIONS REGARDING FORMS SUBMITTED 9 .....	4
6 RESULTS OF TENDERING 11 .....	4
7 FURTHER INFORMATION ABOUT TENDERER OR TENDER 11 .....	4
SECTION II 14.....	4
CONDITIONS OF TENDER 14.....	4
1 CONDITIONS RELATING TO TENDER 14.....	4
2 COMPANY'S RIGHTS 15 .....	4
3 CLARIFICATION, EQUALITY OF INFORMATION AND ADDENDA 15.....	4
4. TENDERER'S CONFIDENTIALITY OBLIGATIONS 16 .....	4
5 COMPANY'S CONFIDENTIALITY OBLIGATIONS 17 .....	4
6 PRIVACY OF PERSONAL DATA 17 .....	4
7 COMPLIANCE WITH TRADE CONTROLS 18 .....	4
8 GENERAL BUSINESS PRINCIPLES 18.....	4
9 ANTI-BRIBERY AND CORRUPTION 18.....	4
SECTION III 19.....	4
FORMS APPLICABLE TO THE TENDER 19 .....	4
1 FORM OF ACKNOWLEDGEMENT 19 .....	4
2 FORM OF TENDER 20.....	4
3 FORM FOR SCHEDULE OF PRICES 22 .....	4
4 FORM FOR QUALIFICATIONS TO THE CONTRACT TEMPLATE 27.....	4
5 FORM FOR ALTERNATIVE TENDERS 28 .....	4
6 DOCUMENTS TO BE PROVIDED BY TENDERER 29 .....	4
7 NIGERIAN CONTENT REQUIREMENTS.....	32 . 4
SECTION IV 37.....	4
CONTRACT TEMPLATE AND OTHER REQUIRED DOCUMENTS 37.....	4
SECTION V 86.....	4
SCOPE DESCRIPTION 86 .....	4

SECTION I.....	5
INSTRUCTIONS TO TENDERER.....	5
1 DEFINITIONS.....	5
2 INTRODUCTION .....	7
3 GENERAL REQUIREMENTS.....	7
4 PREPARATION OF TENDER .....	8
5 INSTRUCTIONS REGARDING FORMS SUBMITTED .....	9
6 RESULTS OF TENDERING.....	11
7 FURTHER INFORMATION ABOUT TENDERER OR TENDER.....	11
SECTION II.....	14
CONDITIONS OF TENDER.....	14
1 CONDITIONS RELATING TO TENDER .....	14
2 COMPANY'S RIGHTS.....	15
3 CLARIFICATION, EQUALITY OF INFORMATION AND ADDENDA .....	15
4 TENDERER'S CONFIDENTIALITY OBLIGATIONS.....	16
5 COMPANY'S CONFIDENTIALITY OBLIGATIONS.....	17
6 PRIVACY OF PERSONAL DATA .....	17
7 COMPLIANCE WITH TRADE CONTROLS.....	18
8 GENERAL BUSINESS PRINCIPLES .....	18
9 ANTI-BRIBERY AND CORRUPTION.....	18
SECTION III.....	19
FORMS APPLICABLE TO THE TENDER.....	19
1 FORM OF ACKNOWLEDGEMENT.....	19
2 FORM OF TENDER.....	20
4 FORM FOR QUALIFICATIONS TO THE CONTRACT TEMPLATE.....	27
5 FORM FOR ALTERNATIVE TENDERS.....	28
6. DOCUMENTS TO BE PROVIDED BY TENDERER: INFORMATION PROVIDED BY THE TENDERER FOR EVALUATION AND/OR INCORPORATION INTO THE CONTRACT. THIS SHALL BE IN THE FORM OF TECHNICAL PREQUALIFICATION QUESTIONNAIRE .....	29
SECTION IV .....	37
CONTRACT TEMPLATE AND OTHER REQUIRED DOCUMENTS .....	37
PURCHASE CONTRACT.....	37
FOR PURCHASE OF GOODS AND SERVICES.....	37
Between .....	37
***insert] .....	37

and.....	37
["**insert"] .....	37
["**insert SHARP Contract ID#"] .....	37
SECTION II – DEFINITIONS AND INTERPRETATION .....	43
1    DEFINITIONS.....	43
SECTION IIIA – SPECIAL TERMS AND CONDITIONS.....	47
1    PURCHASE ORDERS .....	47
2    REQUIREMENTS PERTAINING TO SCOPE.....	47
3    [INTENTIONALLY DELETED] .....	47
4    REQUIREMENTS PERTAINING TO SERVICES .....	47
5    COMPENSATION, PAYMENT, AND INVOICING.....	48
6    QUALITY ASSURANCE .....	48
7    ACCESS TO COMPANY SYSTEMS, INFORMATION, OR INFRASTRUCTURE .....	48
8    VARIATIONS.....	48
9    INSPECTIONS, TESTING, AND ACCEPTANCE OF SCOPE .....	48
10   REMEDIAL ACTIONS.....	49
11   ADDITIONAL TERMS .....	49
SECTION IIIB – GENERAL TERMS AND CONDITIONS.....	50
1    PERFORMANCE.....	50
2    TAXES .....	50
3    LIENS .....	50
4    SUSPENSION .....	50
5    TERMINATION .....	51
6    LIQUIDATED DAMAGES .....	52
7    LIABILITIES AND INDEMNITIES .....	52
8    INSURANCE.....	52
9    COMPLIANCE WITH APPLICABLE LAWS, BUSINESS PRINCIPLES, AND HSSE STANDARDS..	52
10   CONFIDENTIALITY .....	55
11   INTELLECTUAL PROPERTY.....	56
12   FINANCIAL AND PERFORMANCE AUDIT .....	56
13   RELATIONSHIP OF PARTIES.....	56
14   CONTRACTOR PERSONNEL AND SUBCONTRACTING .....	57
15   ASSIGNMENT .....	57
16   FORCE MAJEURE.....	57
17   NOTICES .....	58



18	GOVERNING LAW, DISPUTE RESOLUTION AND REMEDIES.....	58
19	ADDITIONAL LEGAL PROVISIONS.....	58
	SECTION IV –SCOPE DESCRIPTION .....	64
	Refer to Section V of the ITT .....	64
	SECTION V – SCHEDULE OF PRICES .....	65
	SECTION V.....	89
	SCOPE DESCRIPTION.....	89

THIS CONTRACT IS MADE ON **[\*\*insert date]** BETWEEN:

**[\*\*SHELL COMPANY]**,

whose registered office is at **[\*\*, (\*\*) \*\*, \*\*]** (“COMPANY”),

and

**[\*\*CONTRACTOR]**,

whose registered office is at **[\*\*, (\*\*) \*\*, \*\*]** (“CONTRACTOR”),

## THE PARTIES AGREE AS FOLLOWS

### SECTION I – FORMATION OF CONTRACT and NOTICE PARTIES

- (a) SCOPE is described in part as **[\*\*insert a high-level**
- (b) **description of SCOPE]**, and is described in more detail in the CONTRACT.
- (c) The CONTRACT PRICE is set out in the schedule of prices.
- (d) The CONTRACT has an effective date of **[\*\*date]** and will terminate on **[\*\*date]**.
- (e) Notices under the CONTRACT must be made in the manner set out in the general terms and conditions and delivered:

To COMPANY:

**[\*\*include details]**

To CONTRACTOR:

**[\*\*include details]**

### Signatories

For and on behalf of **[\*\*insert full Shell name]**

For and on behalf of **[\*\*insert full CONTRACTOR name]**

\_\_\_\_\_  
Name:  
Position:

\_\_\_\_\_  
Name:  
Position:

## SECTION II – DEFINITIONS AND INTERPRETATION

### 1 DEFINITIONS

Capitalised words and expressions have the following meanings when interpreting the CONTRACT:

ACCEPTANCE	COMPANY accepts SCOPE in writing or is deemed to have accepted SCOPE in the manner specified by the CONTRACT.
AFFILIATE	in reference to a PERSON, any other PERSON that: (a) directly or indirectly controls or is controlled by the first PERSON; or (b) is directly or indirectly controlled by a PERSON that also directly or indirectly controls the first PERSON. A PERSON controls another PERSON if that first PERSON has the power to direct or cause the direction of the management of the other PERSON, whether directly or indirectly, through one or more intermediaries or otherwise, and whether by ownership of shares or other equity interests, the holding of voting rights or contractual rights, by being the general partner of a limited partnership, or otherwise. Any AFFILIATE of Royal Dutch Shell, plc is an AFFILIATE of COMPANY.
AGENCY PERSONNEL	those CONTRACTOR PERSONNEL who are not direct employees but are working under the direct control and supervision of CONTRACTOR GROUP.
ANTI-CORRUPTION LAWS	shall mean the Corrupt Practices and Other Related Offences Act, Laws of the Federation of Nigeria 2004; Criminal Code Act Cap. 38, Laws of the Federation of Nigeria 2004; the Penal Code (Northern States) Federal Provisions Act Cap.P3, Laws of the Federation of Nigeria, 2004; the Economic and Financial Crimes Commission (Establishment) Act Cap. E.1, Laws of the Federation of Nigeria, 2004, (as amended from time to time) and all other applicable national, regional, provincial, state, municipal or local laws and regulations that prohibit the bribery of, or the providing of unlawful gratuities, facilitation payments or other benefits to, any Government Official or any other person.”.
APPLICABLE DATA PROTECTION LAW	all laws, rules, regulations, governmental requirements, codes as well as international, federal, state, provincial laws applicable to COMPANY when acting as a controller or processor of PERSONAL DATA, in particular REGULATION (EU) 2016/679 (GDPR).
APPLICABLE LAWS	where applicable to a PERSON, property, or circumstance, and as amended from time to time: (a) statutes (including regulations enacted under those statutes); (b) national, regional, provincial, state, municipal, or local laws; (c) judgments and orders of courts of competent jurisdiction; (d) rules, regulations, and orders issued by AUTHORITIES; and (e) regulatory approvals, permits, licences, approvals, and authorisations.
AUTHORITIES	the government and any county, municipality, local government, or other political subdivision, instrumentality, ministry, or department which has jurisdiction over any part of SCOPE, or any county, municipality, local government or other political subdivision thereof.
BOOKS AND RECORDS	books, accounts, contracts, records, and documentation, in electronic format, or otherwise, in respect of the CONTRACT and performance of SCOPE.
COMPANY GROUP	COMPANY and: (a) its CO-VENTURERS and JOINT VENTURES; (b) any AFFILIATE of COMPANY, its JOINT VENTURES, or its CO-VENTURERS; and (c) any director, officer, employee, or other individual working under the direct control and supervision of COMPANY, its JOINT VENTURES, or CO-VENTURERS, or the AFFILIATES of COMPANY, its JOINT VENTURES, or CO-VENTURERS. A reference to COMPANY GROUP includes a reference to each of its members severally.
COMPANY PROVIDED ITEMS	items of materials, equipment, services, or facilities, provided by COMPANY to CONTRACTOR to perform SCOPE.
CONFIDENTIAL INFORMATION	all technical, commercial, photographic or other information, and all documents and other tangible items that record information, whether on paper, in machine readable format, by sound or video, by way of samples or otherwise, relating to a PERSON’s business, including WORK PRODUCT, PERSONAL DATA, and SCOPE provided to that PERSON, business plans, property, way of doing business, business results or prospects, the terms, negotiations, and existence of the CONTRACT, proprietary software, IP RIGHTS, and business records. A reference to COMPANY GROUP’S CONFIDENTIAL INFORMATION includes WORK PRODUCT and the terms, negotiations, and existence of the CONTRACT.

CONSEQUENTIAL LOSS	(a) indirect or consequential losses; and (b) loss and/or deferral of production, loss of product, loss of use, and loss of revenue, profit, or anticipated profit, whether direct, indirect, or consequential, and whether or not the losses were foreseeable at the time of entering into the CONTRACT.
CONTRACT PRICE	the total amount payable by COMPANY to CONTRACTOR in accordance with the CONTRACT.
CONTRACTOR EQUIPMENT	any machinery, plant, tools, equipment, goods, materials, supplies, and other items (including all appropriate associated spare parts, storage containers, packing, and securing) owned or contracted for by CONTRACTOR GROUP, provided title has not passed and will not pass to COMPANY under the CONTRACT.
CONTRACTOR GROUP	CONTRACTOR and: (a) its SUBCONTRACTORS; (b) any AFFILIATE of CONTRACTOR or its SUBCONTRACTORS; and (c) any director, officer, employee, other PERSON or AGENCY PERSONNEL employed by or acting for and on behalf of CONTRACTOR, its SUBCONTRACTORS, or the AFFILIATES of CONTRACTOR and its SUBCONTRACTORS. A reference to CONTRACTOR GROUP includes a reference to each of its members severally.
CONTRACTOR PERSONNEL	any individual provided by CONTRACTOR GROUP, whether directly or indirectly, and assigned to work in connection with the performance of SCOPE, whether or not an employee of CONTRACTOR GROUP.
CO-VENTURER	any PERSON who is a party to a joint operating agreement, unitisation agreement, including a JOINT VENTURE, or similar agreement: (a) with COMPANY or any of its AFFILIATES; and (b) which agreement is related to SCOPE performed under the CONTRACT. A reference to CO-VENTURERS includes a reference to each CO-VENTURER severally and to its respective successors and permitted assigns.
FORCE MAJEURE EVENT	the events qualifying as a force majeure event as expressly set out in the CONTRACT.
GOVERNMENT OFFICIAL	(a) any official or employee of any government, or any agency, ministry, or department of a government (at any level); (b) anyone acting in an official capacity for a government regardless of rank or position; (c) any official or employee of a company wholly or partially controlled by a government (e.g. a state-owned oil company), political party, or any official of a political party; (d) any candidate for political office, or any officer or employee of a public international organisation (e.g. the United Nations or the World Bank); and (e) any immediate family member (meaning a spouse, dependent child, or household member) of any of the foregoing.
HSSE STANDARDS	(a) all HSSE policies, manuals, standards, rules, and procedures, as communicated to CONTRACTOR, by or on behalf of COMPANY, designed to manage HSSE risks during performance of SCOPE under the CONTRACT; (b) all APPLICABLE LAWS relating to HSSE; and (c) any other rules and procedures (whether issued by COMPANY GROUP or otherwise) in force at a relevant COMPANY GROUP WORKSITE at the time of performance of SCOPE.
INDEMNIFY	release, save, indemnify, defend, and hold harmless.
INDIRECT TAXES	any of the following: (a) value added tax; (b) goods and services tax; or (c) sales tax or a similar levy.
INSOLVENCY EVENT	if a PERSON: (a) stops or suspends, or threatens to stop or suspend, payment of all or a material part of its debts, or is unable to pay its debts as they fall due; (b) ceases or threatens to cease to carry on all or a substantial part of its business; (c) begins negotiations for, starts any proceedings concerning, proposes or makes any agreement for the reorganisation, compromise, deferral, or general assignment of, all or substantially all of its debts; (d) makes or proposes an arrangement for the benefit of some or all of its creditors of all or substantially all of its debts; (e) takes any step with a view to the administration, winding up, or bankruptcy of that PERSON; (f) is subject to an event in which all or substantially all of its assets are subject to any steps taken to enforce security over those assets or to levy execution or similar process, including the appointment of a receiver, trustee in bankruptcy, or similar officer; or (g) is subject to any event under the law of any relevant jurisdiction that has an analogous or equivalent effect to any of the INSOLVENCY EVENTS listed above.
IP RIGHTS	all patents, copyright, database rights, design rights, rights in CONFIDENTIAL INFORMATION, including know-how and trade secrets, inventions, moral rights, trademarks and service marks (all whether registered or not and including all applications for any of them and all equivalent rights in all parts of the world), whenever and however arising for their full term,

	and including any divisions, re-issues, re-examinations, continuations, continuations-in-part, and renewals.
JOINT VENTURE	any entity: (a) which itself is not an AFFILIATE OF COMPANY; (b) in which an AFFILIATE OF COMPANY has a direct or indirect ownership interest; and (c) the activities of which are related to SCOPE.
LIABILITIES	liabilities for all claims, losses, damages, costs (including legal fees), and expenses.
LIENS	liens, attachments, charges, claims, or other encumbrances against SCOPE or property of COMPANY GROUP.
LIQUIDATED DAMAGES	amounts agreed in the CONTRACT, that CONTRACTOR must pay to COMPANY if certain events or obligations as specified in the CONTRACT are not achieved or not timely achieved.
OTHER CONTRACTOR	any other contractor engaged by COMPANY GROUP to perform work at the WORKSITE.
OTHER PERMITTED BUYER	(a) JOINT VENTURES; and (b) SHELL CONTRACTORS.
PERSON	a natural person or a legal entity, including any partnership, limited partnership, limited liability company, corporation, firm, trust, body corporate, government, governmental body or agency, or unincorporated venture.
PERSONAL DATA	any information relating to an identified or identifiable individual, unless otherwise defined under APPLICABLE LAWS related to the protection of individuals, the processing of such information, and security requirements for and the free movement of such information.
PURCHASE ORDER	a written order issued as permitted by the CONTRACT from COMPANY to CONTRACTOR to purchase SCOPE.
RESTRICTED JURISDICTION	countries or states that are subject to comprehensive economic or trade sanctions, restrictions or embargoes (as may be amended by the relevant AUTHORITIES from time to time).
RESTRICTED PARTY	(i) any PERSON resident, established or registered in a RESTRICTED JURISDICTION; (ii) any PERSON classified as a US Specially Designated National or otherwise subject to blocking sanctions under TRADE CONTROL LAWS; (iii) any AFFILIATES of such PERSONS; and (iv) any PERSON acting on behalf of a PERSON referred to in the foregoing.
SCOPE	the GOODS to be delivered or the SERVICES to be performed, as the case may be, by or on behalf of CONTRACTOR under this CONTRACT, and all other activities and obligations to be performed by or on behalf of CONTRACTOR under this CONTRACT.
SERVICES	services to be supplied by CONTRACTOR under the CONTRACT, including the results of those services.
SHELL CONTRACTOR	a PERSON acting as contractor of an AFFILIATE of Royal Dutch Shell plc.
SOFTWARE	any software forming part of SCOPE or necessary for the intended use of SCOPE, including, as applicable, the database and all machine codes, binaries, object codes or source codes, whether in a machine or human readable form, and all improvements, modifications, and updates, flow charts, logic diagrams, passwords, and output tapes, and any future updates, releases, and generally available associated software items, together with the licence to use them or ownership rights in them.
STANDARDS OF PRACTICE	with reference to SCOPE and the performance of SCOPE, the sound standards, methods, skill, care, techniques, principles, and practices that are recognised and generally accepted in the international oil, gas, and petrochemical industry.
SUBCONTRACT	any contract between CONTRACTOR and a SUBCONTRACTOR or between a SUBCONTRACTOR and another SUBCONTRACTOR of any tier for the performance of any part of SCOPE, including any call off under framework agreements of COMPANY or an AFFILIATE of COMPANY and supply agreements for materials.
SUBCONTRACTOR	any party to a SUBCONTRACT, other than COMPANY and CONTRACTOR, including any employers of AGENCY PERSONNEL (except as explicitly provided otherwise).
TAXES	all taxes, duties, levies, import, export, customs, stamp or excise duties (including clearing and brokerage charges), charges, surcharges, withholdings, deductions, or contributions that are imposed or assessed by any competent authority of the country where SCOPE is performed or any other country in accordance with APPLICABLE LAWS.
TRADE CONTROL LAWS	all APPLICABLE LAWS concerning trade or economic sanctions or embargoes, RESTRICTED PARTY lists, trade controls on the import, export, re-export, transfer or otherwise trade of goods, services, software, or technology, including those of the European Union, the United Kingdom and the United States of America.

VARIATION	a modification or alteration of, addition to, or deletion of, all or part of SCOPE.
VARIATION ASSESSMENT	a proposal prepared by CONTRACTOR in respect of a VARIATION in which it provides full detail of the following: (a) the impact of the proposed VARIATION on SCOPE; (b) a detailed schedule for the performance of adjusted SCOPE; (c) the effect on the CONTRACT PRICE (if any), determined in accordance with the CONTRACT; and (d) any other information COMPANY concludes is necessary for its evaluation.
VARIATION ORDER	a written order for a VARIATION authorised by COMPANY.
WORK PRODUCT	any and all information, reports, data, drawings, computer programs, source and object codes, program documentation, spread sheets, presentations, analyses, results, conclusions, findings, solutions, calculations, studies, concepts, codes, manuals, inventions, business models, designs, prototypes, magnetic data, flow charts, recommendations, working notes, specifications or other information, documents, or material, which arises or is made, created, or generated under the CONTRACT, in connection with SCOPE, or is made, created, or generated from or using COMPANY GROUP's CONFIDENTIAL INFORMATION or COMPANY GROUP's IP RIGHTS.
WORKSITE	lands, waters, and other places on, under, in, or through which SCOPE or activities in connection with SCOPE are to be performed, including manufacturing, fabrication, or storage facilities, offshore installations, floating construction equipment, vessels, offices, workshops, camps, or messing facilities. WORKSITE does not include any lands, waters, or other places used during transportation to and from WORKSITES.

## **SECTION IIIA – SPECIAL TERMS AND CONDITIONS**

### **1 PURCHASE ORDERS**

- (a) SCOPE is to be purchased through separate PURCHASE ORDERS. Each PURCHASE ORDER is a stand-alone contract between the parties to the PURCHASE ORDER. Each PURCHASE ORDER incorporates the terms of this CONTRACT.
- (b) No terms in CONTRACTOR's quotation, acknowledgment, confirmation accepting the PURCHASE ORDER, invoice, specification, or similar document will form part of the agreement between the parties. CONTRACTOR waives any right to rely on such terms and conditions.
- (c) COMPANY may issue separate PURCHASE ORDERS for SCOPE. Where COMPANY is an AFFILIATE of Royal Dutch Shell plc, then AFFILIATES of COMPANY and OTHER PERMITTED BUYERS in COMPANY's jurisdiction may also issue PURCHASE ORDERS for SCOPE in their own name. For PURCHASE ORDERS issued by AFFILIATES of COMPANY or OTHER PERMITTED BUYERS, references to "COMPANY" in this CONTRACT will refer to the issuer of the PURCHASE ORDER. Only the issuer of the PURCHASE ORDER will have any liability in connection with that PURCHASE ORDER

### **2 REQUIREMENTS PERTAINING TO SCOPE**

- (a) This CONTRACT is non-exclusive and carries no requirement for COMPANY to place any orders or purchase any minimum quantities. COMPANY may acquire same or similar SCOPE from other suppliers.
- (b) Time is of the essence for the performance of SCOPE.
- (c) Any information supplied by COMPANY is the property of COMPANY and will not be used by CONTRACTOR for any purpose other than for performance of the CONTRACT.

### **3 [INTENTIONALLY DELETED]**

### **4 REQUIREMENTS PERTAINING TO SERVICES**

#### **4.1 SERVICES Warranties**

- (a) CONTRACTOR warrants that all SERVICES supplied in connection with the performance of SCOPE will be:
  - (i) performed in accordance with the CONTRACT; (ii) fit for use for any purpose specified in the CONTRACT; and
  - (iii) free from any defect or deficiency.
- (b) Unless a different period is specified in the scope description, CONTRACTOR's warranty for SERVICES applies to all defects arising within **[\*\*12 months]** of COMPANY's ACCEPTANCE of the SERVICES.
- (c) Following ACCEPTANCE by COMPANY of the SERVICES, the warranties set out in this Article are in lieu of all other warranties expressed or implied by statute, common law, custom, usage, or otherwise.

#### **4.2 Additional SERVICES Assurances**

CONTRACTOR will supply SERVICES diligently, efficiently, and carefully, in a good and professional manner, and in accordance with the CONTRACT and all STANDARDS OF PRACTICE. CONTRACTOR will furnish all skills, labour, supervision, equipment, goods, materials, supplies, transport, and storage required for SERVICES.

#### **4.3 CONTRACTOR PERSONNEL in Connection with SERVICES**

Where required by COMPANY, CONTRACTOR will perform at its own expense security background checks and obtain entry credentials for CONTRACTOR PERSONNEL on COMPANY GROUP WORKSITES.



## **5 COMPENSATION, PAYMENT, AND INVOICING**

- (a) COMPANY agrees to pay the CONTRACT PRICE to CONTRACTOR in the currency requested by COMPANY, if not otherwise specified in the Schedule of Prices, and at the times and in the manner specified in this Article. The CONTRACT PRICE is all-inclusive except for value added tax or sales tax.
- (b) CONTRACTOR will invoice only after ACCEPTANCE of SCOPE, except as otherwise provided in the CONTRACT.
- (c) COMPANY will pay CONTRACTOR any undisputed amount within **\*\*45 days** after receipt of a correct and adequately supported invoice. An invoice is considered unsupported when COMPANY cannot reasonably verify the legitimacy or accuracy of the invoice using the information provided by CONTRACTOR or if supporting documentation is missing.
- (d) COMPANY may use certain electronic tools and services for notifications of completion of SCOPE, invoicing, payment of invoices, and other related transactions. CONTRACTOR will use the tools and services identified in the CONTRACT or otherwise by COMPANY and will make its information technology systems compatible with those tools and services. For tools and services facilitated by a third-party provider, CONTRACTOR will enter into contracts with the relevant provider.
- (e) Payment of an invoice is not: (i) by itself an accord and satisfaction, or otherwise a limitation of the rights of the parties in connection with the matter; or (ii) evidence SCOPE was performed in accordance with the CONTRACT.
- (f) If COMPANY disputes an invoice, COMPANY may withhold payment of any disputed part of an invoice and pay only the undisputed part. COMPANY may, on notice to CONTRACTOR, set off any liabilities between CONTRACTOR and COMPANY arising out of the CONTRACT or any other agreement. Any exercise by COMPANY of its rights under this provision will be without prejudice to any other rights or remedies available to COMPANY.

## **6 QUALITY ASSURANCE**

CONTRACTOR must have quality assurance programs in place adequate to support its performance of SCOPE.

## **7 ACCESS TO COMPANY SYSTEMS, INFORMATION, OR INFRASTRUCTURE**

In the event that performance of SCOPE requires CONTRACTOR or CONTRACTOR PERSONNEL to access COMPANY GROUP's technical information, information technology, or resources (including COMPANY's infrastructure), CONTRACTOR will sign and comply with COMPANY's standard terms and conditions for access and security, unless other terms applicable to the CONTRACT were agreed on by the parties in writing.

## **8 VARIATIONS**

COMPANY may request, or CONTRACTOR may initiate, a VARIATION ASSESSMENT for reasons of emergency, safety, or other reasonable necessity. CONTRACTOR is not entitled to a VARIATION for matters that were included in SCOPE, or matters that CONTRACTOR agreed to perform or take into account in connection with the CONTRACT. COMPANY may reject or accept the VARIATION ASSESSMENT by issuing a VARIATION ORDER.

## **9 INSPECTIONS, TESTING, AND ACCEPTANCE OF SCOPE**

- (a) To confirm SCOPE complies with the CONTRACT, CONTRACTOR will perform all tests and inspections required by the CONTRACT, APPLICABLE LAWS and, unless otherwise specified in the CONTRACT, STANDARDS OF PRACTICE.
- (b) CONTRACTOR will request ACCEPTANCE from COMPANY: i) of GOODS by completion of delivery; or ii) of SERVICES by writing on completion of SCOPE. COMPANY will not unreasonably delay any response to a request for ACCEPTANCE. Where any SCOPE has not otherwise been accepted or rejected by COMPANY in writing,



ACCEPTANCE will be deemed to have occurred 30 days after GOODS or the results of SERVICES have been placed in commercial use by COMPANY GROUP. Other than to start the period for any warranty of limited duration, ACCEPTANCE does not limit or waive any remedies.

## **10 REMEDIAL ACTIONS**

If defects in SCOPE are discovered, CONTRACTOR will provide a plan to remedy the defects and will remedy the defects in an expeditious manner. Without prejudice to other remedies it may have, COMPANY may perform or have others perform some or all of the remedial actions, and CONTRACTOR will pay or promptly reimburse COMPANY for all costs CONTRACTOR would have been liable for under the CONTRACT where: (i) emergency situations or other HSSE risks require the immediate performance of remedial actions; (ii) CONTRACTOR presents a plan which does not provide for expeditious completion of warranty work; or (iii) CONTRACTOR does not timely complete the actions according to the agreed schedule. CONTRACTOR's warranties against defects are assignable, and CONTRACTOR will assign to COMPANY all manufacturers' warranties or will pursue for COMPANY or its assignee all warranties that cannot be assigned.

## **11 ADDITIONAL TERMS**

### **11.1 COMPANY Credit Card Payments**

COMPANY may make payment for SCOPE using a COMPANY approved credit card. CONTRACTOR will not process any COMPANY approved credit card payment until CONTRACTOR has received confirmation of delivery of SCOPE from COMPANY. After processing a COMPANY approved card payment, CONTRACTOR will provide an acknowledgement to COMPANY of the amount and credit card number charged ensuring only the last four credit card numbers are visible.

## **SECTION IIIB – GENERAL TERMS AND CONDITIONS**

### **1 PERFORMANCE**

- (a) CONTRACTOR will participate in business performance reviews to discuss HSSE performance, CONTRACTOR's financial condition and other key performance indicators (KPIs).
- (b) The frequency of business performance reviews will be established by the SCOPE DESCRIPTION or, alternatively, by COMPANY's representative.

### **2 TAXES**

#### **2.1 CONTRACTOR TAXES**

CONTRACTOR will be responsible for payment of all TAXES, and any interest, fines, or penalties for which CONTRACTOR GROUP is liable for: (a) income, capital gains, and wages; and (b) import or export of CONTRACTOR EQUIPMENT, or the movement of CONTRACTOR PERSONNEL.

#### **2.2 INDIRECT TAXES**

If INDIRECT TAXES apply, CONTRACTOR will add them to the invoice as a separate item, and COMPANY will pay them in addition to the CONTRACT PRICE.

#### **2.3 Withholding**

- (a) Where required under APPLICABLE LAWS, COMPANY will withhold, or deduct and pay over to relevant AUTHORITIES, TAXES from amounts payable to CONTRACTOR. CONTRACTOR acknowledges that any sum withheld or deducted will, for the purpose of the CONTRACT, be deemed to have been paid to CONTRACTOR and that the sum is a corresponding discharge of COMPANY's liability to CONTRACTOR under the CONTRACT.
- (b) Where COMPANY makes a withholding or deduction as required by APPLICABLE LAWS, COMPANY will provide CONTRACTOR with credit notes upon receipt from the Federal Inland Revenue Service ("FIRS") or appropriate tax authority.
- (c) If CONTRACTOR holds a valid exemption certificate, it will provide copies or further information to substantiate an entitlement to avoid the withholding, which COMPANY may then rely on to apply the exemption.

### **3 LIENS**

- (a) CONTRACTOR warrants good and clear title to SCOPE supplied.
- (b) CONTRACTOR will not permit CONTRACTOR GROUP to place any LIENS or claim any LIENS.
- (c) CONTRACTOR will immediately notify COMPANY and promptly remove any LIENS by CONTRACTOR GROUP.

### **4 SUSPENSION**

- (a) COMPANY may suspend the CONTRACT or part of SCOPE for cause by written notice with immediate effect pending COMPANY's decision on termination where COMPANY concludes it has grounds to terminate the CONTRACT for cause. Where suspending for cause, CONTRACTOR will not be entitled to any VARIATION or other compensation.
- (b) COMPANY may suspend the CONTRACT or part of SCOPE for convenience at its own discretion with seven days' prior written notice. CONTRACTOR may seek a VARIATION if actions required by suspension impact the schedule or timing of SCOPE.

- (c) COMPANY may at any time withdraw by written notice all or part of a suspension, and CONTRACTOR will resume performance.

## **5 TERMINATION**

### **5.1 Termination by COMPANY for cause**

- (a) COMPANY may terminate the CONTRACT or part of SCOPE for cause by written notice with immediate effect if:
  - (i) in connection with performance of the CONTRACT, CONTRACTOR GROUP breaches its own Business Principles, or if it has no equivalent principles, then Shell's Business Principles;
  - (ii) CONTRACTOR GROUP violates ANTI-CORRUPTION LAWS, applicable competition laws, TRADE CONTROL LAWS, other APPLICABLE LAWS, or HSSE STANDARDS or causes COMPANY to be in violation of those laws or HSSE STANDARDS;
  - (iii) CONTRACTOR GROUP becomes a RESTRICTED PARTY; or
  - (iv) CONTRACTOR is subject to an INSOLVENCY EVENT.
- (b) COMPANY may terminate the CONTRACT or part of SCOPE for cause where COMPANY determines CONTRACTOR materially breached a term or condition of the CONTRACT other than those set out in the preceding paragraph. COMPANY will first provide written notice which may require CONTRACTOR to remedy the breach, or COMPANY may terminate the CONTRACT if COMPANY determines the breach is not capable of timely remedy, or it is not subsequently remedied.

### **5.2 Termination by COMPANY for convenience**

- (a) COMPANY may terminate the CONTRACT or part of SCOPE for convenience at its own discretion with 30 days' prior written notice.

### **5.3 Termination by CONTRACTOR for cause**

- (a) CONTRACTOR may terminate the CONTRACT if COMPANY fails to pay an undisputed amount to CONTRACTOR that is properly presented, due, and payable for more than 60 days and exceeds 5% of the CONTRACT PRICE, assuming complete performance of the CONTRACT, subject to:
  - (i) CONTRACTOR giving COMPANY with prior written notice specifying the unpaid amount which is due and payable for more than 60 days and requiring it to be paid within a further period of 45 days of such notice; and
  - (ii) COMPANY failure to cure or provide proper grounds for non-payment during the notice period.
- (b) CONTRACTOR's termination rights do not apply to non-payment in the case of COMPANY's valid exercise of set off rights.

### **5.4 CONTRACTOR Obligations on Termination**

On any termination, CONTRACTOR will promptly cease performance, give access to SCOPE in progress, avoid unreasonable interference with others, and take reasonable steps to allow COMPANY to complete SCOPE, including turning over all documentation for SCOPE and SOFTWARE which was to be supplied in connection with the CONTRACT.

### **5.5 Compensation in the Event of Termination**

- (a) If COMPANY terminates the CONTRACT or part of SCOPE for cause, COMPANY will determine and pay (subject to valid set offs) the amounts owed to CONTRACTOR for SCOPE properly performed in accordance with the CONTRACT prior to termination.
- (b) If COMPANY terminates the whole of the CONTRACT for convenience or CONTRACTOR validly terminates for non-payment, COMPANY will also pay reasonable, unavoidable, and auditable demobilization costs that COMPANY has specifically agreed elsewhere in the CONTRACT to pay on termination for convenience by COMPANY.

## **5.6 Exclusive Reasons for Termination**

The parties waive any right to terminate, rescind, or otherwise end the CONTRACT on grounds other than those set out in the CONTRACT.

## **6 LIQUIDATED DAMAGES**

Any LIQUIDATED DAMAGES set out in the CONTRACT are genuine pre-estimates of the losses that may be sustained by failure of performance. COMPANY may claim demonstrated general damages in any case where LIQUIDATED DAMAGES are unenforceable.

## **7 LIABILITIES AND INDEMNITIES**

- (a) Liability for loss of and damage to property and for personal injury, death, or disease to any PERSON, arising in connection with the CONTRACT, will be determined in accordance with APPLICABLE LAW.
- (b) Neither party will be liable to the other for that other party's own CONSEQUENTIAL LOSS, regardless of negligence or other fault.
- (c) Neither party is released from CONSEQUENTIAL LOSSES of the other caused by disclosure of CONFIDENTIAL INFORMATION or LIABILITIES related to IP RIGHTS. Neither party excludes or limits its LIABILITIES to the extent they may not be excluded under APPLICABLE LAW.

## **8 INSURANCE**

### **8.1 Insurance Requirement**

Prior to commencement of performance, CONTRACTOR will arrange any insurance required by APPLICABLE LAW, and maintain that insurance in effect throughout the duration of the CONTRACT.

### **8.2 Non-waiver**

Satisfaction of the obligation to procure insurance and perform other actions in connection with this Article will not relieve CONTRACTOR of any other obligations or LIABILITIES.

## **9 COMPLIANCE WITH APPLICABLE LAWS, BUSINESS PRINCIPLES, AND HSSE STANDARDS**

### **9.1 APPLICABLE LAWS**

- (a) CONTRACTOR will comply with APPLICABLE LAWS in the performance of the CONTRACT and will notify COMPANY of any material breaches.

### **9.2 Business Principles**

- (a) CONTRACTOR acknowledges that it has actual knowledge of:
  - (i) the Shell General Business Principles, available at [www.shell.com/sgbp](http://www.shell.com/sgbp), and the Shell Supplier Principles, available at [www.shell.com/suppliers](http://www.shell.com/suppliers);
  - (ii) the Shell Code of Conduct, available at <http://www.shell.com/codeofconduct>; and
  - (iii) the Shell Global Helpline, available at <http://www.shell.com/globalhelpline>.
- (b) CONTRACTOR agrees that CONTRACTOR GROUP will adhere to and notify of violations of the principles contained in the Shell General Business Principles and Shell Supplier Principles (or where CONTRACTOR has adopted equivalent principles, to those equivalent principles) in all its dealings with or on behalf of COMPANY in connection with this CONTRACT and related matters.

- (c) If CONTRACTOR GROUP supplies staff that work on behalf of COMPANY or represent COMPANY, CONTRACTOR commits that the staff will behave in a manner that is consistent with the Shell Code of Conduct.

### **9.3 Anti-Bribery and Corruption**

- (a) CONTRACTOR represents that, in connection with this CONTRACT and related matters:
  - (i) it is knowledgeable about ANTI-CORRUPTION LAWS applicable to the performance of the CONTRACT, including the Corrupt Practices and Other Related Offences Act, Laws of the Federation of Nigeria 2004; Criminal Code Act Cap. 38, Laws of the Federation of Nigeria 2004; the Penal Code (Northern States) Federal Provisions Act Cap.P3, Laws of the Federation of Nigeria, 2004; the Economic and Financial Crimes Commission (Establishment) Act Cap. E.1, Laws of the Federation of Nigeria, 2004, (all as amended from time to time), and will comply with all such laws; and
  - (ii) CONTRACTOR GROUP has not made, offered, authorised, or accepted, and will not make, offer, authorise, or accept, any payment, gift, promise, or other advantage, whether directly or through any other PERSON, to or for the use or benefit of any GOVERNMENT OFFICIAL or any other PERSON where that payment, gift, promise, or other advantage would: (A) comprise a facilitation payment; or (B) violate the relevant ANTI-CORRUPTION LAWS.
- (b) CONTRACTOR will immediately notify COMPANY if CONTRACTOR receives or becomes aware of any matter that is prohibited by the preceding paragraph.
- (c) CONTRACTOR affirms that no PERSON in CONTRACTOR GROUP is a GOVERNMENT OFFICIAL or other PERSON who could assert illegal influence on behalf of COMPANY or its AFFILIATES. If a PERSON in CONTRACTOR GROUP becomes a GOVERNMENT OFFICIAL, CONTRACTOR will promptly notify COMPANY and remove that individual from performance in connection with SCOPE at COMPANY's request.
- (d) CONTRACTOR will maintain adequate internal controls and procedures to ensure compliance with ANTI-CORRUPTION LAWS, including the ability to demonstrate compliance through adequate and accurate recording of transactions in its BOOKS AND RECORDS.
- (e) COMPANY will have the right to confirm compliance with ANTI-CORRUPTION LAWS and record keeping by audit. CONTRACTOR will keep BOOKS AND RECORDS available for audit while the CONTRACT is in effect and thereafter for ten years following termination of the CONTRACT.
- (f) CONTRACTOR will INDEMNIFY COMPANY GROUP for any LIABILITIES arising out of CONTRACTOR GROUP's breach of ANTI-CORRUPTION LAWS or any related undertakings under this Article.

### **9.4 Export and Trade Controls**

- (a) CONTRACTOR will comply with all applicable TRADE CONTROL LAWS and provide COMPANY with necessary data to comply TRADE CONTROL LAWS.
- (b) CONTRACTOR will ensure that, except with the prior written consent of COMPANY: (i) COMPANY PROVIDED ITEMS are not exported, provided, or made available, to any RESTRICTED JURISDICTION or RESTRICTED PARTIES; (ii) CONTRACTOR PERSONNEL with access to COMPANY GROUP's technical information, information technology resources (including COMPANY GROUP's infrastructure), or COMPANY GROUP WORKSITES, are not RESTRICTED PARTIES or nationals of a RESTRICTED JURISDICTION; (iii) CONTRACTOR will not utilise SUBCONTRACTORS that are RESTRICTED PARTIES; and (iv) CONTRACTOR will not source any of the goods, SOFTWARE or technology in SCOPE to be delivered or supplied to COMPANY under the CONTRACT, directly or indirectly, from RESTRICTED PARTIES or a RESTRICTED JURISDICTION.

### **9.5 PERSONAL DATA Protection**

- (a) The parties may provide each other with PERSONAL DATA in the course of the performance of this CONTRACT, the processing and transfer of which will be done in accordance with APPLICABLE DATA PROTECTION LAW. Each party is a data controller in respect of the PERSONAL DATA.
- (b) Where COMPANY is located in the European Economic Area and CONTRACTOR is located in a country that has not been deemed to provide an adequate level of protection for PERSONAL DATA and has not implemented a program or certification that is recognised as providing an adequate level of protection in accordance with Regulation (EU) 2016/679, the standard contractual clauses as set out in the Annex to Decision to 2004/915/EC are incorporated into this agreement in full including the data processing principles set forth in Annex A to those clauses and the following details:
  - (i) Data Exporter – COMPANY
  - (ii) Data Importer – CONTRACTOR
  - (iii) Data Subjects - Employees, contractors, and officers of COMPANY GROUP
  - (iv) Purposes of the transfer(s) - As necessary for the performance of the SCOPE under the CONTRACT
  - (v) Categories of data - Name, job title, business contact details, **[\*\*INSERT Categories. {Examples include business contact details, such as name, address, telephone number, email address, online identifiers, other.}]**.
  - (vi) Recipients - Data Importer and entities authorised by the Data Importer only as strictly required for the performance of the SCOPE and as permitted by APPLICABLE DATA PROTECTION LAW.
  - (vii) Sensitive Data - **[\*\*INSERT sensitive data. {Sensitive personal data is a subset of personal data that requires additional protection because of increased risk of harm to individuals if not properly protected and includes data related to health, ethnic origin or trade union membership for example.}]**
  - (viii) Data protection registration information of Data Exporter - Data Exporter complies with its registration obligations. The lead supervisory authority for COMPANY GROUP is the Netherlands Data Protection Authority <https://autoriteitpersoonsgegevens.nl/en>
  - (ix) Contact point for Data Exporter- [Privacy-Office-SI@shell.com](mailto:Privacy-Office-SI@shell.com)
  - (x) Contact point for Data Importer - **[\*\*INSERT contact point (names and addresses as appropriate) for the CONTRACTOR located outside the European Economic Area in a country not deemed to provide an adequate level of protection for PERSONAL DATA.]**

## 9.6 Health, Safety, Security, and Environment (“HSSE”)

In performing SCOPE at COMPANY GROUP WORKSITES, or other location if specified in the HSSE STANDARDS, CONTRACTOR will, and will ensure that CONTRACTOR GROUP will, at all times:

- (i) pursue Shell’s HSSE principle of Goal Zero;
- (ii) comply with Shell’s “Life Saving Rules”, available at <http://www.shell.com/lifesavingrules>; and
- (iii) comply with other applicable HSSE STANDARDS.

## 9.7 Local Content and Opportunity

- (a) CONTRACTOR will abide by and comply, and cause its SUBCONTRACTORS to comply, with all APPLICABLE LAWS on Nigerian content, which is defined in the Nigerian Oil & Gas Industry Content Development Act to mean “the quantum of composite value added to or created in the Nigerian economy by a systematic development of capacity and capabilities through the deliberate utilisation of Nigerian human, material resources, and services in the Nigerian oil and gas industry”. CONTRACTOR will also maximise Nigerian Content in performance of SCOPE.
- (b) CONTRACTOR will promote the sustainable development of Nigerian businesses as suppliers and service providers, establish training programs when specified by COMPANY, as well as utilise, as much as possible, goods and services procured from Nigerian markets.
- (c) Any contravention of the Nigerian Oil and Gas Industry Content Development Act or failure by CONTRACTOR to comply with its Nigerian content obligations as outlined in the CONTRACT, will entitle COMPANY to terminate the CONTRACT. CONTRACTOR will include the provisions of this Article in all its SUBCONTRACTS.

## 9.8 CONTRACT WORKER WELFARE MANAGEMENT PLAN



- (a) For the purpose of this sub-article, “CONTRACT WORKER WELFARE MANAGEMENT PLAN” means a plan prepared by CONTRACTOR which is consistent with the requirements of COMPANY’s Worker Welfare Manual and includes:
  - (i) a leadership commitment statement;
  - (ii) worker welfare risks and detailed controls and activities to mitigate such risks in adherence with the Building Responsibly Worker Welfare Principles (<https://www.building-responsibly.org/worker-welfare-principles>);
  - (iii) additional requirements for living conditions to comply with internationally recognized standards for workers accommodation;
  - (iv) a description of CONTRACTOR coordination with COMPANY worker welfare requirements, including COMPANY initiated programs and activities such as worker surveys;
  - (v) a process to measure effects of worker welfare initiatives including leading and lagging indicators; and
  - (vi) a periodic review of the CONTRACT WORKER WELFARE MANAGEMENT PLAN for effectiveness and incorporation of worker feedback.
- (b) CONTRACTOR will provide a CONTRACT WORKER WELFARE MANAGEMENT PLAN to the COMPANY for review prior to deployment of CONTRACTOR PERSONNEL for performance of the relevant part of SCOPE. CONTRACTOR will revise the CONTRACT WORKER WELFARE MANAGEMENT PLAN as and when required, including for any SCOPE not covered by the original CONTRACT WORKER WELFARE MANAGEMENT PLAN. If at any time, COMPANY reasonably determines that the CONTRACT WORKER WELFARE MANAGEMENT PLAN is inadequate, CONTRACTOR will revise the CONTRACT WORKER WELFARE MANAGEMENT PLAN accordingly. The CONTRACTOR will provide all revisions to the CONTRACT WORKER WELFARE MANAGEMENT PLAN to COMPANY for review.
- (c) CONTRACTOR is solely responsible for implementing the CONTRACT WORKER WELFARE MANAGEMENT PLAN and CONTRACTOR will, and will cause CONTRACTOR GROUP to, comply with the CONTRACT WORKER WELFARE MANAGEMENT PLAN, including subsequent revisions.
- (d) CONTRACTOR will assign a Worker Welfare focal point to support the implementation of the CONTRACT WORKER WELFARE MANAGEMENT PLAN.

## **10 CONFIDENTIALITY**

### **10.1 Obligations in Connection with CONFIDENTIAL INFORMATION**

- (a) CONTRACTOR will, and will ensure that CONTRACTOR GROUP will, not disclose or permit a disclosure to a third party of COMPANY GROUP’s CONFIDENTIAL INFORMATION without the prior written consent of COMPANY and will use COMPANY GROUP’s CONFIDENTIAL INFORMATION only in connection with performance of the CONTRACT.
- (b) Information that CONTRACTOR can prove at disclosure is public knowledge, in the possession of CONTRACTOR without binder of secrecy, or developed independently of COMPANY’s CONFIDENTIAL INFORMATION is not CONFIDENTIAL INFORMATION. Restrictions on disclosure of COMPANY’s CONFIDENTIAL INFORMATION will cease if CONTRACTOR can prove that the information has become part of the public knowledge through no fault of CONTRACTOR GROUP or is subsequently disclosed to CONTRACTOR without an obligation of confidentiality by a third party who has the legal right to do so.
- (c) On COMPANY’s request, CONTRACTOR will return promptly any CONFIDENTIAL INFORMATION and delete it from electronic storage, and delete or destroy all extracts or analyses that reflect any CONFIDENTIAL INFORMATION.

### **10.2 CONTRACTOR Information**

Except where the obligation is expressly stated elsewhere in the CONTRACT or through a separate agreement, COMPANY GROUP will not have an obligation of non-disclosure or non-use regarding information provided by CONTRACTOR GROUP.

### **10.3 External Communications**

CONTRACTOR must obtain written approval from COMPANY before proceeding with any external communications in connection with the CONTRACT, disclosure of business relationships, or use of COMPANY's trademarks.

## **11 INTELLECTUAL PROPERTY**

- (a) Except for IP RIGHTS vested with CONTRACTOR as provided below, all ownership rights, title, and interest in and to SCOPE and WORK PRODUCT will vest with COMPANY. This CONTRACT does not grant CONTRACTOR GROUP any rights, title, or interest in or to COMPANY GROUP's IP RIGHTS, other than those set out in the CONTRACT. IP RIGHTS created by modifications, amendments, enhancements, or improvements (including tailor-made to the specifications of COMPANY) to COMPANY GROUP's IP RIGHTS, or made using COMPANY GROUP's CONFIDENTIAL INFORMATION, will vest with COMPANY or its nominee when created.
- (b) CONTRACTOR, warranting that it is entitled to do so, grants to COMPANY GROUP the irrevocable, non-exclusive, perpetual, worldwide, royalty-free right and licence, with the right to grant sub-licences, to possess, and use any of CONTRACTOR's IP RIGHTS embodied in SCOPE, including the right to import, export, operate, sell, maintain, modify, and repair SCOPE. CONTRACTOR warrants that any possession or use of SCOPE as delivered by CONTRACTOR or of CONTRACTOR's IP RIGHTS will not infringe the IP RIGHTS of any third party.
- (c) COMPANY's ownership rights in SCOPE under this article will not extend to CONTRACTOR's IP RIGHTS that: (i) pre-existed the performance under the CONTRACT; (ii) are developed independently from performance of the CONTRACT; or (iii) are used by CONTRACTOR in connection with or to perform the CONTRACT, but are not based on or arising out of COMPANY GROUP's IP RIGHTS or CONFIDENTIAL INFORMATION.
- (d) CONTRACTOR will INDEMNIFY COMPANY GROUP, assignees, transferees, and sublicensees permitted by this CONTRACT for any LIABILITIES resulting from any claim that the ownership possession or use of any SCOPE or WORK PRODUCT infringes or misappropriates the IP RIGHTS of any third party.

## **12 FINANCIAL AND PERFORMANCE AUDIT**

- (a) COMPANY will have the right to audit: (i) invoiced charges and proper invoicing; (ii) other BOOKS AND RECORDS; and (iii) the performance of any other of CONTRACTOR's obligations under the CONTRACT, where capable of being verified by audit.
- (b) Based on the findings of the audit, the parties will settle any amounts charged incorrectly within 45 days of any audit finding; and CONTRACTOR will provide or re-perform any SCOPE where the requirement to do so is identified by any audit within 45 days of any audit finding.
- (c) CONTRACTOR will keep BOOKS AND RECORDS available for audit for the longer of the following periods: (i) five years following termination of the CONTRACT or any longer period as required by APPLICABLE LAWS; or (ii) two years after the period expires on any obligation of CONTRACTOR to perform or re-perform any SCOPE.
- (d) If a longer period is specified in the CONTRACT for retention of relevant BOOKS AND RECORDS for compliance with ANTI-CORRUPTION LAWS, CONTRACTOR will comply with that requirement.

## **13 RELATIONSHIP OF PARTIES**

### **13.1 Independent CONTRACTOR**

CONTRACTOR is an independent contractor in all aspects of performance under the CONTRACT. CONTRACTOR is responsible for the method and manner of performance to achieve the results required by the CONTRACT.

### **13.2 No Business Relationship**

- (a) Neither the CONTRACT nor its performance creates a partnership, joint venture or fiduciary relationship. No party is appointed as an agent of the other. The CONTRACT does not permit CONTRACTOR to make any commitment on behalf of COMPANY GROUP.



- (b) CONTRACTOR and CONTRACTOR PERSONNEL are not to be considered employees of COMPANY GROUP and are not eligible to participate in any of COMPANY GROUP's employee benefit plans. CONTRACTOR will INDEMNIFY COMPANY GROUP for any LIABILITIES related to claims for private or governmental benefits by CONTRACTOR GROUP.

## **14 CONTRACTOR PERSONNEL AND SUBCONTRACTING**

### **14.1 Responsibility**

- (a) CONTRACTOR is responsible for any SCOPE performed by and all activities, omissions, and defaults of any SUBCONTRACTOR and all CONTRACTOR PERSONNEL as if they were the activities, omissions, or defaults of CONTRACTOR.

### **14.2 Condition to SUBCONTRACT**

- (a) CONTRACTOR may not subcontract any part of its obligations under the CONTRACT except as agreed in writing by COMPANY.

### **14.3 Formation and Content of SUBCONTRACTS; Further Requirements**

- (a) CONTRACTOR will ensure that SUBCONTRACTS are in all material respects consistent with the terms and conditions of the CONTRACT.

## **15 ASSIGNMENT**

An assignment or novation by a party of all or part of the CONTRACT requires the written consent of the other party, except that COMPANY may assign and novate all or part of the CONTRACT to an AFFILIATE without the consent of CONTRACTOR by giving written notice to CONTRACTOR.

## **16 FORCE MAJEURE**

- (a) COMPANY and CONTRACTOR are each excused from performance of the affected part of an obligation of the CONTRACT while performance is prevented by a FORCE MAJEURE EVENT unless the event was contributed to by the fault of the party or was due to circumstances that could have been avoided or mitigated by the exercise of reasonable diligence.
- (b) Only the following are FORCE MAJEURE EVENTS:
- (i) riots, wars, blockades, or threats or acts of sabotage or terrorism;
  - (ii) earthquakes, floods, fires, named hurricanes or cyclones, tidal waves, tornadoes;
  - (iii) radioactive contamination, epidemics, maritime or aviation disasters;
  - (iv) strikes or labour disputes at a national or regional level or involving labour not forming part of CONTRACTOR GROUP or COMPANY GROUP, which materially impair the ability of the party claiming force majeure to perform the CONTRACT;
  - (v) government sanctions, embargoes, mandates, or laws that prevent performance;
  - (vi) except as expressly provided otherwise in the CONTRACT, inability of a party to timely obtain licences, permits, or AUTHORITIES' consent, required for performance; or
  - (vii) non-performance of a party's SUBCONTRACTOR where the SUBCONTRACTOR has been or is affected by one of the above FORCE MAJEURE EVENTS. However, performance will only be excused under this sub-paragraph if the parties to the CONTRACT agree that substitute performance by another SUBCONTRACTOR is impracticable under the circumstances.
- (c) A party whose performance is delayed or prevented will: (i) notify the other party without delay; and (ii) use all reasonable endeavours to mitigate the effects.
- (d) COMPANY may terminate the CONTRACT or part of SCOPE if any FORCE MAJEURE EVENT results in a delay that exceeds 90 consecutive or 180 cumulative days.

## **17 NOTICES**

All notices or other communications under the CONTRACT must be in English and in writing, and: (i) delivered by hand; (ii) sent by prepaid courier; (iii) sent by registered post; or (iv) sent by email with confirmation receipt requested. Notices and communications are effective when actually delivered at the address specified in the CONTRACT.

## **18 GOVERNING LAW, DISPUTE RESOLUTION AND REMEDIES**

### **18.1 Governing Law**

This CONTRACT, and any dispute or claim arising out of or in connection with this CONTRACT or its subject matter or formation, including any non-contractual disputes or claims, will be exclusively governed by and construed in accordance with the laws of the Federal Republic of Nigeria, excluding conflict of law rules and choice of law principles that provide otherwise. The United Nations Convention on the International Sale of Goods will not apply to this CONTRACT.

### **18.2 Dispute Resolution**

- (a) Any dispute or claim arising out of or in connection with the CONTRACT or its subject matter or formation, whether in tort, contract, under statute, or otherwise, including any question regarding its existence, validity, interpretation, breach, or termination, and including any non-contractual claim, will be finally and exclusively resolved by arbitration under the Arbitration and Conciliation Act, Cap. A18, Laws of the Federation of Nigeria, 2004 (“the ACT”), and any amendments to the ACT.
- (b) The arbitral tribunal, to be appointed in accordance with the ACT, will consist of one arbitrator. However, if either party asserts the amount in controversy exceeds USD \$5 million, then the tribunal will consist of three arbitrators.
- (c) The seat of the arbitration will be Lagos, Nigeria.
- (d) The language of the arbitration will be English.
- (e) The International Bar Association (IBA) Rules on the Taking of Evidence in International Arbitration will apply to the arbitration.
- (f) Each party waives, to the fullest extent permitted by law, any right under the laws of any jurisdiction:
  - (i) to apply to any court or other judicial authority to determine any preliminary point of law; and
  - (ii) to appeal or otherwise challenge the award, other than on the same grounds on which recognition and enforcement of an award may be refused under Article V of the United Nations Convention on the Recognition and Enforcement of Foreign Arbitral Awards of 1958 (“The New York Convention”).
- (g) Nothing in this Article will be construed as preventing any party from seeking conservatory or similar interim relief from any court with competent jurisdiction. Any award rendered by the arbitral tribunal will be made in writing and will be final and binding on the parties. The parties will carry out the award without delay. Judgment upon any award or order may be entered in any court having jurisdiction. All aspects of the arbitration will be considered confidential.

### **18.3 Specific Performance**

COMPANY is entitled to specific performance of the CONTRACT.

## **19 ADDITIONAL LEGAL PROVISIONS**

- (a) The parties retain their rights and remedies under APPLICABLE LAWS, subject to any provisions in the CONTRACT that provide otherwise.
- (b) A provision of the CONTRACT is not waived unless made in writing by an authorised representative of the waiving party.
- (c) Provisions that state that they survive or by their nature are intended to survive completion of performance or termination of the CONTRACT do so, along with all remedies attached to them.

- (d) Amendments to the CONTRACT must be made in writing and signed by the parties' authorised representatives in order to be binding.
- (e) CONTRACTOR GROUP or COMPANY GROUP not a party to the CONTRACT, but conferred rights in it are entitled to enforce those rights but are not required to consent to amend or terminate those rights.
- (f) The CONTRACT sets forth the entire agreement between the parties concerning its subject matter and supersedes any other agreements or statements pertaining to the same subject matter, except those agreements or statements expressly referenced in the CONTRACT as included. Any confidentiality agreement pertaining to the subject matter will remain in effect according to its terms, unless the CONTRACT provides that it is terminated or replaced.
- (g) The CONTRACT may be signed in any number of counterparts, all of which constitute a single instrument.
- (h) If requested by COMPANY, CONTRACTOR agrees to use COMPANY's designated on-line tool to sign with a digital signature, except where prohibited by APPLICABLE LAW. If signed digitally, COMPANY and CONTRACTOR agree to waive any right to dispute the genuineness of the signature, or the admissibility of the CONTRACT where such challenge is based on the absence of a physical signature.

## Appendix IIIB-2 - SHELL GENERAL BUSINESS PRINCIPLES

### Introduction

The SHELL General Business Principles govern how each of SHELL companies which make up SHELL Group\* conducts its affairs.

\*Royal Dutch SHELL PLC and the companies in which it directly or indirectly owns investments are separate and distinct entities. But in this publication, the collective expressions 'SHELL' and 'SHELL Group' may be used for convenience where reference is made in general to those companies. Likewise, the words 'we', 'us', 'our', and 'ourselves' are used in some places to refer to the companies of SHELL Group in general. These expressions are also used where no useful purpose is served by identifying any particular company or companies.

### Living by our Principles

The objectives of SHELL Group are to engage efficiently, responsibly and profitably in oil, gas, chemicals and other selected businesses and to participate in the search for and development of other sources of energy to meet evolving customer needs and the world's growing demand for energy.

Our shared core values of honesty, integrity and respect for people, underpin all the work we do and are the foundation of our Business Principles.

The Business Principles apply to all transactions, large or small, and drive the behaviour expected of every employee in every Shell company in the conduct of its business at all times.

We are judged by how we act. Our reputation will be upheld if we act in accordance with the law and the Business Principles. We encourage our business partners to live by them or by equivalent principles.

It is the responsibility of management to lead by example, to ensure that all employees are aware of these principles, and behave in accordance with the spirit as well as with the letter of this statement.

The application of these principles is underpinned by a comprehensive set of assurance procedures, which are designed to make sure that our employees understand the principles and confirm that they act in accordance with them.

As part of the assurance system, it is also the responsibility of management to provide employees with safe and confidential channels to raise concerns and report instances of non-compliance. In turn, it is the responsibility of Shell employees to report suspected breaches of the Business Principles to Shell.

The Business Principles have for many years been fundamental to how we conduct our business and living by them is crucial to our continued success.

Ben Van Beurden  
Chief Executive Officer

### Our Values

Shell employees share a set of core values - honesty, integrity and respect for people. We also firmly believe in the fundamental importance of trust, openness, teamwork and professionalism, and pride in what we do.

### Sustainable Development

As part of the Business Principles, we commit to contribute to sustainable development. This requires balancing short and long term interests, integrating economic, environmental and social considerations into business decision-making.

### Responsibilities

Shell companies recognise five areas of responsibility. It is the duty of management continuously to assess the priorities and discharge these inseparable responsibilities on the basis of that assessment.

#### a. To shareholders

To protect shareholders' investment and provide a long-term return competitive with those of other leading companies in the industry.

b. **To customers**

To win and maintain customers by developing and providing products and services which offer value in terms of price, quality, safety and environmental impact, which are supported by the requisite technological, environmental and commercial expertise.

c. **To employees**

To respect the human rights of our employees and to provide them with good and safe working conditions, and competitive terms and conditions of employment.

To promote the development and best use of the talents of our employees; to create an inclusive work environment where every employee has an equal opportunity to develop his or her skills and talents. To encourage the involvement of employees in the planning and direction of their work; to provide them with channels to report concerns.

We recognise that commercial success depends on the full commitment of all employees

d. **To those with whom we do business**

To seek mutually beneficial relationships with CONTRACTORS, suppliers and in joint ventures and to promote the application of these Shell General Business Principles or equivalent principles in such relationships. The ability to promote these principles effectively will be an important factor in the decision to enter into or remain in such relationships.

e. **To society**

To conduct business as responsible corporate members of society, to comply with applicable laws and regulations, to support fundamental human rights in line with the legitimate role of business, and to give proper regard to health, safety, security and the environment.

**Principle 1: Economics**

Long-term profitability is essential to achieving our business goals and to our continued growth. It is a measure both of efficiency and of the value that customers place on Shell products and services. It supplies the necessary corporate resources for the continuing investment that is required to develop and produce future energy supplies to meet customer needs. Without profits and a strong financial foundation, it would not be possible to fulfil our responsibilities.

Criteria for investment and divestment decisions include sustainable development considerations (economic, social and environmental) and an appraisal of the risks of the investment.

**Principle 2: Competition**

Shell companies support free enterprise. We seek to compete fairly and ethically and within the framework of applicable competition laws; we will not prevent others from competing freely with us.

**Principle 3: Business Integrity**

Shell companies insist on honesty, integrity and fairness in all aspects of our business and expect the same in our relationships with all those with whom we do business. The direct or indirect offer, payment, soliciting or acceptance of bribes in any form is unacceptable. Facilitation payments are also bribes and should not be made. Employees must avoid conflicts of interest between their private activities and their part in the conduct of company business. Employees must also declare to their employing company potential conflicts of interest. All business transactions on behalf of a Shell company must be reflected accurately and fairly in the accounts of the company in accordance with established procedures and are subject to audit and disclosure.

**Principle 4: Political Activities**

a) **Of companies**

Shell Companies act in a socially responsible manner within the laws of the countries in which we operate in pursuit of our legitimate commercial objectives.

Shell companies do not make payments to political parties, organizations or their representatives. Shell companies do not take part in party politics. However, when dealing with governments, Shell companies have the right and the responsibility to make our position known on any matters, which affect us, our employees, our customers, our shareholders or local communities in a manner, which is in accordance with our values and the Business Principles.

b) **Of employees**

Where individuals wish to engage in activities in the community, including standing for election to public office, they will be given the opportunity to do so where this is appropriate in the light of local circumstances.

**Principle 5: Health, Safety, Security and the Environment**

Shell companies have a systematic approach to health, safety, security and environmental management in order to achieve continuous performance improvement.

To this end, Shell companies manage these matters as critical business activities, set standards and targets for improvement, and measure, appraise and report performance externally.

We continually look for ways to reduce the environmental impact of our operations, products and services.

**Principle 6: Local Communities**

Shell companies aim to be good neighbours by continuously improving the ways in which we contribute directly or indirectly to the general well-being of the communities within which we work.

We manage the social impacts of our business activities carefully and work with others to enhance the benefits to local communities, and to mitigate any negative impacts from our activities.

In addition, Shell companies take a constructive interest in societal matters, directly or indirectly related to our business.

**Principle 7: Communication and Engagement**

Shell companies recognise that regular dialogue and engagement with our stakeholders is essential. We are committed to reporting of our performance by providing full relevant information to legitimately interested parties, subject to any overriding considerations of business confidentiality.

In our interactions with employees, business partners and local communities, we seek to listen and respond to them honestly and responsibly.

**Principle 8: Compliance**

We comply with all applicable laws and regulations of the countries in which we operate.



### Appendix IIIB-3- Shell Supplier Principles

In accordance with our Shell General Business Principles and Group Code of Conduct, we seek to work with contractors and suppliers who contribute to sustainable development and are economically, environmentally and socially responsible.

We will develop and strengthen relationships with contractors and suppliers who are committed to the principles set out below or to similar standards through their own activities and the management of their own suppliers and sub-contractors.

Contractors and suppliers should provide workers with a dedicated whistle-blowing mechanism where grievances related to below topics can be logged confidentially.

**1. Business Integrity**

Contractors and suppliers comply with all applicable laws and regulations.

Contractors and suppliers should not tolerate, permit or engage in bribery, corruption or unethical practices.

Contractors and suppliers support fair competition. Conflicts of interest are avoided.

**2. Health, Safety, Security and Environment**

Contractors and suppliers have a systematic approach to HSSE management, designed to ensure compliance with all applicable laws and regulations and to achieve continuous performance improvement.

Contractors and suppliers:

- are committed to protect the environment in compliance with all applicable environmental laws and regulations.
- use energy and natural resources efficiently.
- continually look for ways to minimise waste, emissions and discharge of their operations, products and services.

**3. Social Performance**

Contractors and suppliers respect their neighbours and contribute to the societies in which they operate.

**4. Labour and Human Rights**

Contractors and suppliers conduct their activities in a manner that respects human rights as set out in the UN Universal Declaration of Human Rights and the core conventions of the International Labour Organization (ILO) such as;

Contractors and suppliers:

- should not use child labour.
- should not use forced, prison or compulsory labour.
- comply with all applicable laws and regulations on freedom of association and collective bargaining.
- should not tolerate discrimination, harassment or retaliation and should provide a safe, secure and healthy workplace.
- should provide wages and benefits that meet or exceed the national legal standards and should comply with all applicable laws and regulations on working hours.

#### **SECTION IV –SCOPE DESCRIPTION**

**Refer to Section V of the IIT**



## **SECTION V – SCHEDULE OF PRICES**

### **ARTICLE 1 - GENERAL**

- 1.1 Definitions  
Words and terms in this Schedule of Prices shall have the meaning assigned to them, if any, in Section II – General Terms
- 1.2 WORK under this CONTRACT shall be authorised via PURCHASE ORDERS issued on ad-hoc Call-off basis by the COMPANY to the CONTRACTOR. Payment shall only be made on the satisfactory execution of each PURCHASE ORDER.
- 1.3 There is no guaranteed level of WORK to be done under this CONTRACT, and hence, no guarantee of a minimum payment by the COMPANY to the CONTRACTOR.

### **ARTICLE 2 – CONTRACT PRICE**

- 2.1 The PRICE payable by the COMPANY to the CONTRACTOR shall be the lump sum prices associated with each PURCHASE ORDER authorised by the COMPANY and completed by the CONTRACTOR in accordance with this CONTRACT.
- 2.2 Prior to authorisation of a PURCHASE ORDER, the COMPANY shall determine the associated lump sum PRICE by applying the appropriate rates contained in the SCHEDULE OF PURCHASE ORDER RATES set out below.

#### **TO BE INSERTED AFTER AWARD**

- 2.4 Pursuant to the Articles titled TAXATION and THE CONTRACTOR'S NIGERIAN CONTENT OBLIGATIONS in Section II - General Terms, a 1% deduction imposed under the Nigerian Oil and Gas Industry Content Development Act shall apply to rates and prices of the contract price

### **ARTICLE 3 - INVOICING**

- 3.1 The CONTRACTOR shall submit invoices on the completion of each PURCHASE ORDER. A work Completions acceptance certificate shall be issued by the COMPANY Authorised Representative for WORK performed by the CONTRACTOR in accordance with the provisions of the CONTRACT. The work Acceptance Certificate shall be used by the CONTRACTOR as supporting document for all invoices. The invoices shall be submitted at the COMPANY's Vendors Services Centre.
- 3.2 The invoice value shall be derived from the product of the volume of work contained in all authorised and completed PURCHASE ORDERS and the appropriate unit rates set out in the Schedule of Rates.

### **ARTICLE 4 - VARIATIONS**

- 4.1 General
- 4.1.1 VARIATIONS shall be governed by all the provisions of the CONTRACT, evaluated in accordance with this Section III and administered in accordance with Section V – ADMINISTRATION INSTRUCTIONS.
- 4.1.2 Any costs incurred by the CONTRACTOR in estimating and evaluating the effects of a VARIATION shall not in themselves result in an adjustment to the CONTRACT PRICE.
- 4.1.3 The COMPANY shall specify on the relevant part of the VARIATION FORM the basis upon which either estimates or evaluation of the effects of a VARIATION shall be prepared.
- 4.2 Rates Prices and percentages
- 4.2.1 Except where specific exclusions have been made in this Section III, the rates, prices and percentages included in the Appendix are deemed to be fully inclusive of all overheads, taxes, contribution to profit and all costs incurred by the CONTRACTOR arising out of or in connection with the performance of the WORK.

- 4.2.3 Where required, additional rates shall be established on a basis consistent with the existing rates included in the Appendices to this Section III and such new rates shall be established using one of the following methods.
- Proration of Existing Rates: the existing rates being interpolated or prorated to establish the new rates for similar work; or
  - Setting of New Rates, where interpolation or proration of existing rates is not appropriate, and no similar rate can be used as a basis for establishing an additional rate then the new rate shall be established in a manner consistent with the make-up of the relevant existing rates.

Such additional rates shall be developed by the CONTRACTOR and agreed by the COMPANY prior to such rates being used to evaluate VARIATIONS. The additional rates when approved by the COMPANY shall remain valid for the duration of the CONTRACT. In the event that the COMPANY and the CONTRACTOR cannot agree on any additional rate, the COMPANY shall proceed in accordance with Section II – General Terms, the Clause headed VARIATIONS AND SUSPENSION.

## **ARTICLE 5 - NIGERIAN CONTENT**

### **5.1 General**

For the purposes of this CONTRACT, NIGERIAN CONTENT shall be measured as a value and expressed as a percentage of the price and quantity of LABOUR, MATERIAL, SERVICE, EQUIPMENT and TOTAL CONTRACT PRICE in line with the applicable Nigerian Content Act Schedule categories in Article 7.2 below. The total Nigerian Content value shall be broken down into the applicable Nigerian Content Act Schedule Categories found in Section IV - Scope of Work Nigerian Content Act Schedule Targets and each category shall further be broken down into the following elements, with each element being captured and reported separately: -

- Manpower
- Materials and goods
- Equipment
- Services.

Taxes and duties are to be reported separately as separate line items.

### **5.2 Nigerian Content Breakdown of the Contract Price.**

#### **Nigerian Content Act Schedule Category 1**

	Total Quantity	Nigerian Quantity	Total Cost	Nigerian Cost	%NC Pledge	Measuring Metrics
Manpower	Xxhr	xxhr				
Procured material & goods						
Service						
Equipment						
Total						

#### **Nigerian Content Act Schedule Category 2**


### **Summary**

S/N	NC Act Schedule Category	Total Cost	Nigerian Cost	%NC	Measuring Metrics
1					
2					
3	Taxes & Duties				
	Total				Spend

Note:

1. Details of Taxes and Duties should include the total value of all taxes and fees paid to the Nigerian Government or regulatory agencies by Contractor in connection with the performance of the work during the reporting period.
2. For rate-based contracts, the CONTRACTOR shall complete the above template in percentage (not Naira) terms.
3. In compliance with Nigerian Oil and Gas Industry Content Development (NOGICD) Act 2010 and the Human Capacity Development (HCD) Training Guideline, CONTRACTOR shall carry out HCD training program on the project. All cost associated with this training program will be borne by CONTRACTOR in line with the project category matrix for determination of Training Manhours and Training Fund.

**5.3 Details of Nigerian Content**

The CONTRACTOR shall submit as part of his commercial submission, details of the Nigerian Content scope and cost.

## **SECTION VI - ADMINISTRATION INSTRUCTIONS**

### **ARTICLE 1 - INTRODUCTION**

This Part of the CONTRACT describes the procedures that shall be employed by the COMPANY and CONTRACTOR in their respective administration responsibilities. CONTRACTOR shall ensure that where detailed requirements are not comprehensively set out in this section of the CONTRACT, such requirements shall be developed in time to efficiently and effectively carry out the Work.

### **ARTICLE 2 - ORGANISATION**

#### **2.1 SHELL**

Mail address:  
Telephone number:  
Fax number:

SHELL AUTHORISED REPRESENTATIVE shall be:

Name:

Ref. Indicator:

Title:

Location:

Telephone:

SHELL AUTHORISED DEPUTY REPRESENTATIVE shall be:

Name:

Ref. Indicator:

Title:

Location:

Telephone:

SHELL hereby notifies the CONTRACTOR that its AUTHORISED REPRESENTATIVE shall be empowered to handle day-to-day administration of the CONTRACT (including issuance of PURCHASE ORDERS and Supervise the CONTRACTOR, and is also empowered to delegate his duties to the Authorised Deputy Representative, if necessary.

#### **2.2 CONTRACTOR**

The CONTRACTOR Representative is ..... He may be contacted at ..... and on telephone line ..... and the CONTRACTOR notifies SHELL that its Representative shall be empowered to ensure that all jobs are carried out effectively.

### **ARTICLE 3 - COMMUNICATION**

#### **3.1 Correspondence in General**

Correspondence shall be in English and shall be by letter or telex in that order of preference.

### 3.2 Correspondence by Letter

All correspondence shall bear the following headings: Date, CONTRACT reference number, CONTRACT title, CONTRACTOR name.

If more than one subject or item is dealt with, then each subject or item shall be referenced (A), (B), etc. as appropriate.

All correspondence shall indicate to whom copies have been sent.

### 3.3 Correspondence by Telex or Fax

A standard format using the following headings, shall be used for all telexed correspondence: From:, To:, Attention:, Copy for:, Telex/Fax reference number and date:, CONTRACT number:, CONTRACT title:, Confidentiality Classification:, Subject:, Urgency:, Contents of Telex/Fax:.....

If more than one subject or item is dealt with, then each subject or item shall be referenced (A), (B), etc. as appropriate.

### 3.4 Meetings

If required by the COMPANY, the CONTRACTOR shall prepare minutes of any meetings held in connection with the performance of the CONTRACT. The CONTRACTOR shall submit proposed minutes to the COMPANY for confirmation. If appropriate, the COMPANY shall acknowledge the agreed minutes as being a true record of the meeting in question.

Minutes shall carry the following information on the front pages:, Date of issue:, Sheet number and total number of sheets: (e.g. sheet 2 of 3); Circulation list:, CONTRACT reference number:, Name of CONTRACTOR:, Subject:, Venue and Date of meeting:, Personnel in attendance:

### 3.5 Change in Addresses

Both the COMPANY and the CONTRACTOR shall have the right to change their correspondence addresses by notice in writing to the other party. All notices shall be effective when received.

## **ARTICLE 4 - NIGERIAN CONTENT REPORTING AND MEASUREMENT GUIDELINES**

Nigerian Content shall be measured in line with the definition in the Article titled THE CONTRACTOR'S NIGERIAN CONTENT OBLIGATIONS in Section II - General Conditions of Agreement, subdivided into Labour, Materials, Equipment and Services. Each element shall be measured and reported separately for each project using the attached reporting template which is subject to change by the Nigerian Content Development Monitoring Board.

### 4.1 **Labour (Manpower costs)**

Monitoring of manpower costs shall be by value and rates. Man-hour rates for all level of personnel on the project (both expatriates and Nigerians), manpower distribution, organisational charts showing the Project management team, company management profile and supervisory personnel at all levels shall be provided.

The average rates admissible as Nigerian content man-hour rate shall be calculated by dividing the stated percentage as a fixed factor of the gross man-hours worked by each category of personnel, whether Nigerian or Foreign.

All gross payments (inclusive of salaries, allowances, tax, etc.) to Nigerian citizens employed in the direct performance and indirect support of the WORK and for the period of the WORK, shall be deemed to be 100% Nigerian Content.

All expenses reimbursements or payments (exclusive of salary, allowances, tax, etc. but inclusive of hotel bills, transport allowances e.t.c. expended in-country) made on behalf of non- Nigerian citizens employed in the direct performance and indirect support of the WORK and for the period of the WORK, shall be deemed to be 20% of the hourly rate of such employees and as such, only that proportion of the hourly rate shall be included in the determination of Nigerian Content.

For comparative and statistical purposes, the payments shall be split between payments to Managerial/Professional staff and Artisan/Junior staff.

In recognition of the need to incur costs in executing the training and development programmes in the Nigerian Content development plan, all personnel costs related to training, capability development and transfer of technology programmes for Nigerian manpower on training in-country shall be regarded as 100% Nigerian content. Where training is carried out abroad, 20% of related personnel costs shall be taken as Nigerian Content.

No foreign costs like base salaries of expatriates should be considered as part of the Nigerian content component, however expenses of the expatriate in-country can be considered as Nigerian Content.

The base salaries of Nigerians who work with project team outside the country are to be calculated as Nigerian Content, while the living expenses abroad are not Nigerian Content.

#### **4.2 Materials (related to goods & services provided).**

This covers materials procured for use either as a direct input in fabrication, construction, installation and commissioning or indirectly such as software etc.

Where the product is manufactured in Nigeria using Nigerian raw materials, then the Nigerian content is 100% of the cost.

In all other instances where the product or its components are not of Nigerian origin, then the Nigerian content is simply the added value to the product by Nigerians (working in a company registered and domiciled in Nigeria) in the course of assembly, product finishing and delivery.

For consistency and ease of calculation in cases where the value added cannot be easily and objectively determined, this shall be regarded as the price of the product as charged to the COMPANY less the foreign elements of the costs made up of:

- Cost of importing raw materials including Insurance & Freight;
- Import duties plus other clearing costs such as taxes & levies (NPA, ECOWAS fund, etc.)
- Any other costs incurred in the course of importation.

For items purchased from the Nigerian market where the determination of the above costs will be laborious and time consuming, the following percentages for Nigerian Content shall be assumed<sup>1</sup>:

Description	% Nigerian Content
Imported (sourced directly from foreign company)	0
Imported (but sourced through local company)	5
Assembly done in Nigeria	20
Manufacturing done in Nigeria with over 60% of input materials being imported or less than 40% local input materials	40
Manufacturing done in Nigeria with over 60% of the input materials being local materials	100

Also, please note that where services are procured through a local sub-contractor, a mark-up of 5% on sub-contracted services would be awarded as Nigerian content.

#### **4.3 Capital Assets/Equipment**

A prime objective of Nigerian Content development is to encourage increased investment in manufacturing & fabrication facilities.

This item refers to costs incurred in the acquisition/development of capital assets and infrastructure in Nigeria as it relates to the delivery/execution of a project, the provision of a service or the manufacture of components for direct input into a project.

The goal is to recognise the contribution of the Asset/Equipment to Nigerian Content in monetary terms. This will be the total cost of the Asset/Equipment less the taxes and import duties paid<sup>2</sup> subject to the next paragraph.

As Capital assets by their nature are of a permanent nature and expected to have a useful life of several years the following guide is applicable:

100% of the cost where the useful life of the Capital Asset is less than the contract duration or the asset has a zero or negligible realisable value at the end of the contract.

In all other cases i.e. where the asset life is longer than the contract duration, the value to be considered for each contract shall be apportioned on the basis of the time spent on the contract multiplied by the cost spread over the useful life of the asset –

$$\left(\frac{\text{cost}}{\text{asset life (months)}} \times \text{number of months spent on contract}\right)$$

*Where an equipment is leased, the Nigerian content will depend on the category of the owner/lessor companies weighted as follows: Wholly Indigenous - 100%; Majority Nigerian Shareholding Company - 75%; Alliance or Joint Venture between an Indigenous & a foreign company - 50%; Majority Foreign Shareholding Company - 25% and; Foreign Company - 5%.*

#### **4.4 Services/Contracts (Including Sub Contracting)**

All services rendered in Nigeria by Nigerians funded in Naira shall be deemed 100% Nigerian Content.

For sub-contracts, Sub-Contractors shall be expected to provide information at the same level of detail as the Main Contractor (which shall include details of Nigerian content in labour, materials, equipment and sub services) and the total Nigerian content value shall then be included here.

Statutory payments made to Nigerian governmental organizations for permits, licences and levies in order to execute the contract shall not be taken as Nigerian content.

#### **4.5 Reporting**

Measurements shall be reported by means of Nigerian Content Monitoring Form attached as Appendices V.1. CONTRACTOR shall include a preliminary Nigerian Content Plan in the Technical Tender package. The plan shall be finalized with the COMPANY before contract is awarded and a copy submitted to COMPANY.

The Plan shall be reviewed and agreed during the Kick-Off meeting and shall form part of the elements of the Quarterly Business Performance Review (BPR).

After contract award, the CONTRACTOR shall be required to submit monthly reports, which shall also include details of deviations from the agreed Nigerian Content Plan to the Shell Authorised Representative. The CONTRACTOR shall notify the COMPANY in writing where deviations from the agreed Nigerian Content Plan are observed.

At the end of the contract, the CONTRACTOR shall submit a final Nigerian Content report to the Shell Authorised Representative, which shall be evaluated to rank CONTRACTOR's performance as either below target, threshold, on target or above target.

The COMPANY shall officially recognize CONTRACTORS that consistently perform above target and where specific contractors consistently default, the COMPANY shall flag this and penalized in accordance with the provisions of the CONTRACT.

---

<sup>2</sup> This is for consistency with the method used for materials and the overall guideline that taxes & duties are expressly excluded from the computation of Nigerian content.

CONTRACTOR's must familiarise themselves and comply with reporting requirements in the Nigerian Oil & Gas Industry Content Development Act

## **ARTICLE 5 – WORK PROCEDURE**

- 5.1 Prior to commencement of WORK under the CONTRACT, the COMPANY shall issue to the CONTRACTOR, one or more Purchase Order(s) (PO(s)) covering the WORK to be carried out. The PO shall state, among other things, the Value of the WORK, the duration, the PO Number, the COMPANY Contact Person and any other necessary details as may be relevant to the WORK.
- 5.2 On completion of WORK stated under a PO, the COMPANY shall issue to the CONTRACTOR a Work Completion Certificate (WCC). The WCC shall state the PO number, Service Entry Number for the WORK and the actual value of the WORK carried out by the CONTRACTOR. The CONTRACTOR shall thereafter raise an invoice which corresponds to the value on the WCC, attach the invoice to the WCC and submit to the SHELL Vendor Services Centre in either Warri or Port Harcourt Main Offices for payment in accordance with the payment terms of the CONTRACT.
- 5.3 The total PO Value shall mean the maximum anticipated value of WORK to be executed under the PO for the duration stated on the PO. Notwithstanding the stated total PO Value, the parties expressly acknowledge that the CONTRACTOR is not entitled to the total PO value unless the WORK executed and reflected in the Work Completion Certificate(s) (WCC) aggregate to that value. The total payments due to the CONTRACTOR shall always be limited to the value of WORK carried out and reflected on the WCC.

## **ARTICLE 6 - VARIATION TO THE WORK**

### **6.1 Introduction**

This article sets out the procedures for issuing Variations to the WORK in accordance with Section II Articles of Agreement, article headed VARIATION.

### **6.2 Request for Variation**

To request an estimate for a proposed VARIATION to the WORK, the COMPANY shall issue a formal request in writing to CONTRACTOR. This information shall form an integral part of the proposed VARIATION for which an estimate is requested.

### **6.3 Documentation**

The CONTRACTOR shall submit supporting documents showing the elements of the prices and details of the changes to the WORK programme, if any, incorporating the proposed VARIATION.

### **6.4 Approval of Variation**

Should the COMPANY wish to proceed with the proposed VARIATION, it shall instruct the CONTRACTOR in writing to perform the VARIATION using the CONTRACT Variation Form. The form shall detail the effects of the VARIATION and shall be signed in two originals, one to be retained by the COMPANY and one by the CONTRACTOR.

## **1. ARTICLE 7 - REPORTING**

### **7.1 General**

The CONTRACTOR shall keep the COMPANY informed on the progress of the WORK and on deviations from the WORK programme and trends and events likely to affect the performance of the WORK and shall promptly provide such reports.

7.2 The CONTRACTOR shall ensure that he submits all the reports as may be specified during the contract start-up meeting to satisfy the requirements of effective Contract Management.



### 7.3 Reporting Procedure

The CONTRACTOR shall provide reports as detailed in the CONTRACT.

## **ARTICLE 8 - EMERGENCY PROCEDURE GUIDE**

In the event of an emergency, the CONTRACTOR shall comply with the latest version of the Emergency Procedure Guide of THE COMPANY. It is the responsibility of the CONTRACTOR to ensure that he has such a copy. Copies of this guide may be obtained from the COMPANY Project Engineer.

## **ARTICLE 9 - INCIDENT REPORTING PROCEDURE**

### 9.1 Incident Reporting

Pursuant to the provisions of the CONTRACT, the CONTRACTOR shall complete the Incident Report Form in full and hand over to the COMPANY Representative in the event of:

- (a) any loss of, or damage to, or theft of the CONTRACTOR's property or the property of the COMPANY or any other property involved in the WORK,
- (b) any personal injury to Personnel of the CONTRACTOR or sub-contractors,
- (c) any injury to any Third Party,
- (d) any automotive incident,
- (e) a near miss incident.

A specimen copy of the Incident Report Form may be obtained from the COMPANY Representative.

### 9.2 Insurance Claims

In the event of any incident giving rise to an insurance claim, the CONTRACTOR shall, within seven (7) days of the incident, prepare a detailed report of the incident and deliver to the COMPANY Representative.

## **ARTICLE 10 - SUBCONTRACTING PROCEDURE**

In line with the provisions in Section II – DEFINITIONS AND INTERPRETATION, Article 14 (CONTRACTOR PERSONNEL AND SUBCONTRACTING), the CONTRACTOR shall adhere by the following:

#### **10.1 Subcontract Document/Plan**

Where the CONTRACTOR intends to deliver ANY part of the intended scope via another party, the CONTRACTOR shall submit a SUBCONTRACTOR Management Plan detailing the scope of services to be delivered via the SUBCONTRACTOR(s).

Subsequently, the CONTRACTOR shall not subcontract any scope not contained in the SUBCONTRACTOR Plan without the express approval of THE COMPANY in writing after CONTRACTOR has demonstrated that the proposed SUBCONTRACTOR meets all the stipulations set forth herein for SUBCONTRACTORS. THE COMPANY before granting such Subcontracting approval shall confirm that the CONTRACTOR has carried out due diligence on the SUBCONTRACTOR as would be done during tendering with the CONTRACTOR.

The SUBCONTRACTOR Management Plan shall be finalized/signed off/endorsed during the Contract Kick-off meeting.

#### **10.2 HSSE in Subcontracting**

For all HSSE Modes of work, the CONTRACTOR and the CONTRACT HOLDER shall ensure the inclusion of the Subcontracting activities/risks/mitigations in the HSE Plan.

The CONTRACTOR and CONTRACT HOLDER's HSE Support person shall confirm the inclusion of the Subcontracting scope and the name of selected SUBCONTRACTOR in the HSE Plan by endorsing the HSE Plan. This shall be completed before the CONTRACT Kick off meeting.

For Mode 2 HSSE High Risk Contracts, HSE Capability Assessment shall be carried out on the SUBCONTRACTOR by the CONTRACTOR using his Capability Assessment Procedure, if the CONTRACTOR chooses to execute the work using the SUBCONTRACTOR HSE MS. The CONTRACTOR shall demonstrate the HSE Capability Assessment of the SUBCONTRACTOR to the CONTRACT HOLDER. On the other hand, there will be no HSE Capability Assessment of the SUBCONTRACTOR if his work activities will be guided by the CONTRACTOR's HSE MS. The CONTRACTOR shall remain accountable for the HSE performance by her SUBCONTRACTOR.

However, in CONTRACTS which include the provision of services involving Marine vessels, Coiled Tubing, Well testing, Slickline and any other CONTRACT where the SUBCONTRACTOR is the main risk mitigator, a full independent HSE Capability Assurance shall be carried out on the SUBCONTRACTOR by the CONTRACT HOLDER for purposes of confirming the CONTRACTOR's HSSE certification of the proposed SUBCONTRACTOR. An Improvement Plan from the Capability Assessment will be included as part of the HSE Plan for tracking during CONTRACT execution. The CONTRACTOR shall specifically track and report this to the CONTRACT HOLDER. Compliance to this will also be reviewed during BPRs between THE COMPANY and the CONTRACTOR while the CONTRACTOR shall relay this review to her SUBCONTRACTOR(s). Thereafter, the CONTRACTOR shall present evidence of this to the CONTRACT HOLDER.

#### **10.3 Due Diligence in Subcontracting**

If the Counterparty is a Government Intermediary (GI), Distributor or Contractor/Supplier, the CONTRACTOR must undertake his own due diligence on his SUBCONTRACTOR, showing the Ultimate Beneficiary Owner (UBO) of the proposed SUBCONTRACTOR. The CONTRACTOR shall submit a confirmation and evidence of this to the CONTRACT HOLDER.

Such due diligence must be undertaken prior to seeking Shell's consent. THE COMPANY's consent to subcontracting must not be given unless due diligence has been performed first by the CONTRACTOR.

#### **10.4 Tendering the Subcontracting Scope**

The CONTRACTOR shall tender the subcontracting scope in a transparent, verifiable manner. The CONTRACTOR may share the proposed Subcontract Tender with the CONTRACT HOLDER, to ensure it addresses all aspects of the scope of work proposed for subcontracting.

Where the Subcontracting scope entails proof of Technical and/or Process Safety capability, the CONTRACTOR shall request the proposed SUBCONTRACTOR to submit the following documents mandatorily, where applicable:

- a. Equipment QA/QC report for all equipment to be utilized in the performance of the work;
- b. Certificate of Conformance (CoC) for all pressure containment equipment to be utilized in the performance of the work;
- c. Certificate of Service (CoS) for all pressure containment equipment to be utilized in the performance of the work;
- d. Equipment Maintenance Plan for all equipment to be utilized in the performance of the work and such Maintenance Plan must be in line with the OEM's recommendations;
- e. Resume and records of technical competence of the Subcontractor's personnel that would be engaged in the performance of the work;
- f. Evidence of ownership of all the equipment to be engaged in the performance of the work complete with equipment part numbers and serial numbers traceable to the equipment owner.

The CONTRACTOR shall, on receipt of the Subcontract bid(s), independently evaluate the bid(s) submitted by the proposed Subcontractor(s) and share the preferred SUBCONTRACTOR with THE COMPANY. The CONTRACTOR shall show evidence of all the checks demonstrating the capability and capacity of the proposed Subcontractor to deliver the Subcontracting scope.

#### **10.5 Reimbursable Element(s)**

To source for Reimbursable services/materials from the SUBCONTRACTOR, the responsibility to demonstrate 'value for money' resides with the CONTRACTOR.

In the procurement of materials via a SUBCONTRACTOR, the CONTRACT HOLDER shall confirm the CONTRACTOR's demonstration of 'value for money' via a competitively tendered process or confirmation by OEM or relevant Benchmarks or input from the Procurement Team.

For Services, the CONTRACTOR shall also demonstrate that the price outcome is a product of a competitive tender, utilizing SUBCONTRACTORS with capability as approved by the CONTRACT HOLDER, who also has to obtain benchmarks to validate price.

The CONTRACT HOLDER shall give his express approval of the CONTRACTOR's selected bidder and cost of delivery of the proposed Reimbursable services/materials before award to the SUBCONTRACTOR by the CONTRACTOR.

#### **10.6 Terms of Contract**

The CONTRACTOR shall issue a document to the SUBCONTRACTOR defining the contractual relationship and the Terms and Conditions of the CONTRACT between them. The CONTRACT document shall convey the commercial terms of the CONTRACT, Scope of WORK, in addition to THE COMPANY's Terms and Conditions, Ethics and Compliance and Business Principles.

#### **10.7 Contract Kick-Off Meeting.**

The CONTRACT HOLDER shall convene a Contract Kick Off meeting between COMPANY and CONTRACTOR and CONTRACTOR shall relay outcome of the contract kick-off meeting to her SUBCONTRACTOR(s). The SUBCONTRACTOR personnel shall join/participate in the daily Tool Box meetings set up by the CONTRACTOR during work execution.

The modalities for operationalizing the SUBCONTRACTOR Plan shall be extensively discussed during the Kick-Off meeting and shall form part of the Contract Kick off Minutes of Meeting. The modalities for operationalizing the Subcontractor Plan shall be signed off by the CONTRACTOR and her SUBCONTRACTOR leadership and their respective HSE Managers. The CONTRACTOR shall present evidence of this sign off to the CONTRACT HOLDER thereafter.

PPEs and HMO services shall be provided for the SUBCONTRACTOR staff in line with the agreement between the CONTRACTOR and the SUBCONTRACTOR. The CONTRACTOR shall ensure early pre-mobilization of SUBCONTRACTOR to allow for time to close out findings.

**10.8 Performance of the Work.**

The CONTRACTOR shall remain fully accountable for the work output of her SUBCONTRACTOR while the SUBCONTRACTOR is engaged in the performance of the work with the CONTRACTOR making sure to be part of the work from planning to execution. During work planning and execution, with the permission of THE COMPANY, the CONTRACTOR may bring in her SUBCONTRACTOR into pre-job meetings, Technical review sessions, Toolbox talks, After Action Reviews and other operations engagements convened by THE COMPANY for the purpose of engaging in technical discussions so that technical details are not lost. Notwithstanding the involvement of the CONTRACTOR's SUBCONTRACTOR in these meetings, the CONTRACTOR remains accountable for the work of her SUBCONTRACTOR.

For materials/equipment/spares delivered directly to site by the SUBCONTRACTOR, the CONTRACTOR shall show evidence of Proof of Delivery and any other applicable standard QA/QC requirement to the CONTRACT HOLDER before payment can be processed.

## **ARTICLE 11 - INSURANCE CERTIFICATES**

**11.1 Requirements**

Within fifteen working days of CONTRACT signature, the CONTRACTOR shall supply THE COMPANY with evidence that all the insurance requirements set out in Articles 31 of this CONTRACT, have been obtained.

**11.2 Renewable Insurances**

In the event that any of the insurances are renewable during the term of the CONTRACT, the CONTRACTOR shall provide the COMPANY, no later than fifteen working days after expiry of the insurances, with evidence of renewal of such insurances.

## **ARTICLE 12 - PLANNING**

The CONTRACTOR shall be fully responsible for all detailed planning and scheduling necessary to ensure the WORK is completed in accordance with the CONTRACT. The CONTRACTOR's planning and scheduling shall encompass all phases of the WORK, including those performed by its SUBCONTRACTORS.

## **ARTICLE 13 - DOCUMENTATION AND DOCUMENT CONTROL**

13.1 The CONTRACTOR shall be responsible for providing and maintaining all documentation required for the performance of the WORK, as well as documentation to be provided for the COMPANY in accordance with the CONTRACT.

13.2 No later than two (2) months after the EFFECTIVE DATE OF COMMENCEMENT OF THE CONTRACT, the CONTRACTOR shall submit to THE COMPANY a list of all drawings (except shop drawings, if any) and documents it proposes to create during the course of the WORK.

13.3 Within fourteen (14) days of receipt of the list described in Clause 15.2 above, the COMPANY shall return it to the CONTRACTOR notated to show which documents

- (a) The COMPANY shall approve (e.g. welding specifications and the like),
- (b) The COMPANY shall comment on,
- (c) Area for information only and,
- (d) The COMPANY does not need to see.

## **ARTICLE 14 - HANDOVER**

14.1 When the CONTRACTOR considers that it has completed all work required to enable HANDOVER of the PERMANENT WORK or part of the PERMANENT WORK to take place, the CONTRACTOR shall request the COMPANY to issue a HANDOVER Certificate. If the COMPANY agrees that part or all of the PERMANENT WORK has been completed, it shall issue the requested HANDOVER Certificate. Alternatively, the COMPANY shall inform the CONTRACTOR of any deficiencies.

- 14.2 In the event that the CONTRACTOR fails to achieve HANDOVER by a SCHEDULED HANDOVER DATE and the COMPANY requires use of the PERMANENT WORK or part of the PERMANENT WORK on or after the SCHEDULED HANDOVER DATE, then the COMPANY shall issue a HANDOVER Certificate to the CONTRACTOR. The COMPANY shall detail on the Certificate that part of the WORK scheduled to be complete but which is not complete.
- 14.3 A pro forma of the HANDOVER Certificate to be used when administering HANDOVER is attached as Appendix 4.

#### ARTICLE 15- COMPLETION AND CONTRACT CLOSURE PROCEDURE

##### 15.1 **Completion**

Following completion of the WORK under a PURCHASE ORDER and in accordance with the provisions of the CONTRACT, the CONTRACTOR shall issue to the COMPANY a Notification of Completion. The COMPANY shall thereupon issue to CONTRACTOR a Work Completion Certificate (WCC). A specimen copy of the Notification of Completion and the Work Completion Certificate may be obtained from the COMPANY REPRESENTATIVE.

##### 15.2 **CONTRACT Closure Certificate**

- 15.2.1 Within ninety DAYS of issue of the last WCC under the CONTRACT, the COMPANY shall issue to the CONTRACTOR a CONTRACT Closure Certificate in duplicate.

For WORKS where the provision of the Article headed 'Defects Correction' in the Articles of Agreement is applicable, the calculation of the ninety DAYS period shall become effective from the expiration date of such Defects Correction Period or, in cases where defects are corrected, from the expiration of the Defects Correction Period for such corrected defects.

- 15.2.2 If there are monies due from the COMPANY to the CONTRACTOR, in accordance with the CONTRACT, the CONTRACTOR shall submit to the COMPANY within 30 days of receiving the last WCC, an invoice for the monies due, referring to the WCC. The COMPANY shall within forty-five DAYS of receipt of such invoice pay to CONTRACTOR the final amount of monies due.
- 15.2.3 If there are no monies due to the CONTRACTOR or if there are monies due, when these are paid, then the CONTRACTOR shall sign a copy of the CONTRACT Closure Certificate and return it to.
- 15.2.4 When the COMPANY has received from the CONTRACTOR a copy of the CONTRACT Closure Certificate signed by the CONTRACTOR and the COMPANY is satisfied that all monies due under the CONTRACT have been settled, then the COMPANY shall close and archive the account for the applicable CONTRACT.

## APPENDIX V.1 – NIGERIAN CONTENT MONITORING FORM TEMPLATE

*\* This form should be filled by all contractors or sub-contractors.*

**NIGERIA CONTENT SPEND MONITORING SHEET**

CLIENT NAME:	_____	DATE OF AWARD:	_____
CONTRACTOR NAME :	_____	TYPE OF CONTRACT	_____
CONTRACT TITLE:	_____	STATUS THROUGH:	_____
CATEGORY OF CONTRACT:	_____	REPORT DATE:	_____
TOTAL CONTRACT VALUE:	_____		
CONTRACT REFERENCE NUMBER	_____		

		Total Monthly Earning			Total Monthly NC Earning			NC (100% of cost)
Man power/Labour	Total(No. of personnel)	Naira	\$	F\$	Naira	\$	F\$	
<b>Managerial</b>								
	Foreign							
	Nigerian							
<b>Professional/Skilled</b>								
	Foreign							
	Nigerian							
<b>Unskilled</b>								
	Foreign							
	Nigerian							
<b>Total Labour Costs</b>								

	Total Monthly Cost			Monthly Nigerian spend			NC (100% of cost)
Materials Procured/Equipment	Naira	\$	F\$	Naira	\$	F\$	
<b>Total Service Charge</b>							

	Total Monthly Contract Cost			Monthly Nigerian spend			NC (100% of cost)
Sub Contracted Services	Naira	\$	F\$	Naira	\$	F\$	
<b>Total Service Charge</b>							

Summary	Total Monthly Spend			Monthly Nigerian spend			NC (100% of cost)
	Naira	\$	F\$	Naira	\$	F\$	
Total Costs							

Signed by:                      Name \_\_\_\_\_                      Name \_\_\_\_\_                      Name \_\_\_\_\_  
    **Contractor**                      **Contract Holder**                      **Category Manager**

Company Stamp

APPENDIX V. 3 - CERTIFICATE OF MILESTONE COMPLETION

a. SHELL .....<Insert corporate entity name>

Project:

CONTRACTOR:

CONTRACT No:

CONTRACT Title:

Location:

MILESTONE No. : .....

**CERTIFICATE OF MILESTONE COMPLETION**

In respect of the above numbered MILESTONE, SHELL hereby issues to the CONTRACTOR this Certificate of MILESTONE Completion.

(On receipt of this Certificate the CONTRACTOR shall invoice SHELL for the amount due in accordance with Section III - SCHEDULE OF PRICES for completion of the above numbered MILESTONE, specified on the attached MILESTONE Summary Sheet.) ***Note: Delete if not applicable***

**This Certificate does not relieve the CONTRACTOR of any of its obligations to SHELL under the CONTRACT, nor does it affect any statutory or common-law rights held by SHELL or the CONTRACTOR.**

For SHELL

By:

Name:

Title: SHELL REPRESENTATIVE

Date: \_\_\_\_\_

**APPENDIX V .4 - HANDOVER CERTIFICATE**

SHELL.....<Insert corporate entity name>.....



<b>Project:</b>	
<b>CONTRACTOR:</b>	
<b>CONTRACT No:</b>	
<b>CONTRACT Title:</b>	
<b>HANDOVER CERTIFICATE</b>	
<p>In respect of the &lt;Insert 'PERMANENT WORK' or some clearly defined part of it&gt;, SHELL hereby issues to the CONTRACTOR this HANDOVER Certificate.</p> <p>This Certificate does not relieve the CONTRACTOR of any obligations to SHELL under the CONTRACT not does it affect any statutory or other legal rights held by SHELL or the CONTRACTOR.</p> <p>Capitalised words and phrases in this Certificate shall have the meanings ascribed to them in the CONTRACT.</p>	
<p><b>For SHELL</b></p> <p>By: ..... Name .....</p> <p>Date of Signature: .....</p>	



**APPENDIX V.5 – NOTIFICATION OF COMPLETION**

SHELL.....<Insert corporate entity name>.....

**Project** : \_\_\_\_\_

**CONTRACTOR** : \_\_\_\_\_

**CONTRACT No** : \_\_\_\_\_

**CONTRACT Title** : \_\_\_\_\_

**NOTIFICATION OF COMPLETION**

The CONTRACTOR hereby notifies SHELL that it considers its obligations under the CONTRACT to be fulfilled and requests that SHELL issue a Certificate of Completion

For CONTRACTOR

BY: \_\_\_\_\_

(Name and Title)

DATE: \_\_\_\_\_

**APPENDIX V.6 – CERTIFICATE OF COMPLETION**

SHELL.....<Insert corporate entity name>.....

Project : \_\_\_\_\_

CONTRACT No : \_\_\_\_\_

CONTRACT Title : \_\_\_\_\_

CONTRACTOR : \_\_\_\_\_

**CERTIFICATE OF COMPLETION**

In respect of the above CONTRACT, SHELL hereby issues to the CONTRACTOR this Certification of Completion

On receipt of this Certificate the CONTRACTOR shall invoice Shell for release of the first portion of the retention monies in accordance with Section II – ARTICLES OF AGREEMENT, the Article headed 'TERMS OF PAYMENT'

This certificate does not relieve the CONTRACTOR of any continuing obligation to SHELL under the CONTRACT, nor does it affect any statutory or common-law rights held by SHELL.

FOR: SHELL

BY: \_\_\_\_\_

SHELL REPRESENTATIVE

Date of Signature: \_\_\_\_\_

COMPLETION DATE: \_\_\_\_\_

## **Section VII - HEALTH, SAFETY, SECURITY AND ENVIRONMENT**

**For Shell Exploration and Production Companies in Nigeria**



### **HSSE PROVISIONS FOR MODE 3 CONTRACTS**

**September 2013**

## **PART A- GENERAL HSSE REQUIREMENTS**

### **ARTICLE 1 – DEFINITIONS**

- “ALARP”** (As Low As Reasonably Practicable) shall mean such level of reduction of risk where the cost and effort of further reduction measures becomes unreasonably disproportionate to the additional risk reduction obtained.
- “Contract HSSE Plan”** shall mean a plan prepared by the Contractor which shall identify the HSSE Risks, the respective HSSE Procedures and the detailed activities to mitigate the HSSE Risks associated with each phase of the Contract, in order to achieve the HSSE objectives, identifying actions, responsible parties and target dates.
- “Goal Zero”** means the principle of relentlessly pursuing no harm to people, no leaks and no significant HSSE incidents which is applied through the Risk Management Process incorporating the requirement to reduce risks to As Low As Reasonably Practicable (ALARP).
- “HSSE Hazard”** is an agent with the potential to cause harm to people, damage to Assets, or an impact on the environment or reputation associated with the scope of Work.
- “HSSE Management System”** means a documented system comprising the structure, practices, procedures, processes, resources and responsibilities that a business does to manage and meet its HSSE & SP objectives.
- “HSSE Risk”** is a combination of the consequence of a specific HSSE Hazard being released and the likelihood of it happening.
- “HSSE Standards”** means, as referred to individually or collectively, all HSSE policies, manuals, standards, rules and procedures, as communicated to Contractor, designed to manage HSSE risks during the Work under the Contract, all Applicable Laws relating to HSSE, Company’s requirements for the management of HSSE risk agreed in the Contract, as well as any other rules, procedures (whether issued by Company Group or otherwise) in force at the relevant Company Group Worksite at the time of the Work.
- “Incident”** means an unplanned event or chains of events that result or could result, as in the case of near misses, in injury or illness to people or damage to assets, the environment or reputation.

## ARTICLE 2- HSSE MANAGEMENT

### 2.1 Obligations of Contractor

The terms and conditions of this, Section of the Purchase Contract, do not relieve Contractor of any liability or obligation under the Purchase Contract, and in no way create liability for Company Group.

### 2.2 HSSE requirements

- (a) The Contractor shall take full responsibility for the adequacy, stability and safety of all its operations and methods necessary for the performance of the Scope at all Worksites.
- (b) The Contractor shall provide the Company with a copy of its current health, safety, security, and environment (HSSE) Policy document which shall commit the Contractor to:
  - i. Conducting operations without causing harm to people or damage to the environment
  - ii. A systematic approach to the identification and management of HSSE risks
  - iii. Setting targets for the continuous improvement of HSSE performance
- (c) The Contractor shall have in place and maintain until the completion of the Scope a HSSE Management System (HSSE MS), which provides assurance that any Contractor Personnel meet all the Company HSSE competency requirements (including the specified HSSE training) and meet the Company Minimum Health Management Standards for the Scope, and that any tools and machinery it is providing are properly maintained and suitable for the Scope (adapt wording as appropriate for the scope of Scope).
- (d) The Contractor shall make sure that its Subcontractors of any tier shall have, maintain and implement HSSE policies that are equivalent to or higher than the Contractor HSSE Policy. Such policies shall meet requirements set out in the Contractor HSSE Policy listed above.
- (e) When Contractor and/or Subcontractor personnel are assigned to perform any Scope at Company premises or at the premises of any it's Affiliate or at the third party site, then such personnel must comply with all of the applicable HSSE regulations, rules and/or policy, as well as all reasonable security measures of that location. Authority for Contractor and Subcontractor personnel to work on site can only be given on their agreement to comply with such rules and/or policies.

## **PART B – ADDITIONAL HSSE CLAUSES**

### **ARTICLE 3- ENVIRONMENT**

Contractor will take all reasonable precautions to protect the environment. The Contractor shall demonstrate/implement environmental controls to minimize the risk to the environment, in line with environmental impact assessment and environmental permit conditions. Where applicable, the Contractor shall ensure that all Subcontractors engaged in the delivery of the Scope of Work will have a formal system of environmental protection in place which is at least equal to that of the Contractors.

### **ARTICLE 4 - CONTRACTOR IDENTIFICATION & SEARCH**

The Company reserves the right to require all Contractor Personnel seeking to enter a Company premises, site or installation or embarking for an offshore installation to produce a valid Contractor Identity Card or/and National form of Identification. Contractor Personnel who do not comply with the requirements of the Company system used to identify all personnel working at that Company Group Worksite, will not be permitted access or allowed to travel offshore. They may also be removed from Company premises. The Company shall not accept liability for any costs arising directly or indirectly out of such circumstances. Contractor shall comply with Company and Company Group Worksite requirements for searches at any time by a representative of the Company and under national laws and regulations of their person or of any article including, without limitation, any container or vehicle which is in the possession or use of Contractor Personnel on Company premises or offshore/onshore installation, or being transported or retained by the Company on behalf of the Contractor or Contractor Personnel.

### **ARTICLE 5 – WORK OVER/AROUND WATER**

- (a) All Contractor personnel working over/around or travelling by boat must be swim certified by Company Certification Team
- (b) All Contractor personnel travelling by helicopter to swamp worksite in company operations must be certified in the Helicopter Underwater Escape Training (HUET) from OPITO/Company approved HUET Service Provider at Contractor's expense
- (c) All Contractor personnel working in offshore installations must be certified in Basic Offshore Safety Induction and Emergency Training (BOSIET) from OPITO or equivalent international certified training establishment's approved Service Provider at Contractor's expense.

## APPENDIX 1A – COMPANY HSSE&SP POLICY

### SHELL COMMITMENT AND POLICY ON HEALTH, SECURITY, SAFETY, THE ENVIRONMENT AND SOCIAL PERFORMANCE

#### COMMITMENT

**In Shell we are all committed to:**

- Pursue the goal of no harm to people;
- Protect the environment;
- Use material and energy efficiently to provide our products and services;
- Respect our neighbours and contribute to the societies in which we operate;
- Develop energy resources, products and services consistent with these aims;
- Publicly report on our performance;
- Play a leading role in promoting best practice in our industries;
- Manage HSSE & SP matters as any other critical business activity; and
- Promote a culture in which all Shell employees share this commitment.

In this way we aim to have an HSSE & SP performance we can be proud of, to earn the confidence of customers, shareholders and society at large, to be a good neighbour and to contribute to sustainable development.

#### POLICY

**Every Shell Company:**

- Has a systematic approach to HSSE & SP management designed to ensure compliance with the law and to achieve continuous performance improvement;
- Sets targets for improvement and measures, appraises and reports performance;
- Requires contractors to manage HSSE & SP in line with this policy;
- Requires joint ventures under its operational control to apply this policy, and uses its influence to promote it in its other ventures;
- Engages effectively with neighbours and impacted communities; and
- Includes HSSE & SP performance in the appraisal of staff and rewards accordingly.



**Ben van Beurden**  
Chief Executive Officer



**Marno de Jong**  
VP, Nigeria



**Osagie Okunbor**  
Country Chair & MD SPDC

Originally published in March 1997 and updated by the Executive Committee December 2009

General Disclaimer: The companies in which Royal Dutch Shell plc directly and indirectly owns investments are separate entities. In this Policy the expression "Shell" is sometimes used for convenience where references are made to companies within the Shell group or to the group in general. Likewise, the words "we", "us" and "our" are also used to refer to Shell companies in general or those who work for them. These expressions are also used where no useful purpose is served by identifying specific companies.



## APPENDIX 1B – COMPANY LIFE-SAVING RULES

**1: Work with a valid work permit where required**



**2: Conduct gas tests when required**

**3: Verify isolation before work begins and use the specified life protecting equipment**



**4: Obtain authorisation before entering a confined space**

**5: Obtain authorisation before overriding or disabling safety critical equipment**



**6: Protect yourself against a fall when working at height**

**7: Do not walk under a suspended load**



**8: Do not smoke outside designated areas**

**9: No alcohol or drugs while working or driving**



**10. While driving, do not use your phone and do not exceed speed limits**

**11. Wear your seat belt**



**12: Follow prescribed Journey Management Plan**

*Note: Commuting, alcohol in social settings and smoking in office environments are out of scope*

**If You Choose To Break Any of the Life Saving Rules  
You Have Also Chosen Not To Work For Shell.**



**SECTION V**  
**SCOPE DESCRIPTION**

**GSA ACCOMMODATION**

**1. PORTAKABIN**

**ARTICLE 1 – GENERAL**

- 1.1 The CONTRACTOR shall perform the WORKS in accordance with the Terms and Conditions of this CONTRACT. The WORKS to be performed shall generally consist of various capacities of Portacabin (20-man, 30-man, 40-man and 60-man). all WORK necessary and incidental to the successful completion of the PROVISION OF LOGISTICS SUPPORT SERVICES FOR GOVERNMENT SECURITY AGENCIES (GSA) AT SPDC LOCATIONS (GSA accommodation facilities/campsite).
- 1.2 The SERVICES shall be provided strictly in accordance with the Terms and Conditions of this CONTRACT, and any further SHELL instructions in that regard.
- 1.3 The CONTRACTOR shall provide and mobilise all resources including personnel, materials, plant/equipment, Logistics etc. necessary to perform the SERVICES in accordance with the CONTRACT.
- 1.4 The general description and the detailed breakdown of the WORK to be performed are set out under Articles 2 herein.
- 1.5 The CONTRACTOR shall perform the WORK in accordance with the Contract and with reference to the Technical Specifications, SPDC standard construction specifications, Shell DEP's and the agreed Work Programme.
- 1.6 The CONTRACTOR shall ensure that his supervisory personnel are capable of, speaking fluently, understanding, reading and writing in English language.
- 1.7 The CONTRACTOR shall provide the SERVICES in accordance with SHELL safety standards, using good working practices by properly skilled, experienced and suitable personnel and those materials supplied will be new, free from defects and suitable for their intended purpose. Approval must be obtained from SHELL at all times prior to the use of materials and workmanship for the delivery/execution of the accommodation and associated facilities production, installation, operation and maintenance.
- 1.8 The CONTRACTOR shall comply with all instructions with regards to the SERVICES that are issued by SHELL. The CONTRACTOR shall perform the SERVICES in accordance with the requirements of the CONTRACT with all proper skill and care and in accordance with good practice and in compliance with all relevant laws and regulations.
- 1.9 The CONTRACTOR shall notify SHELL of any matters in the CONTRACT that may, in the opinion of the CONTRACTOR, conflict with any applicable and relevant laws and regulations.

- 1.10 The CONTRACTOR warrants that the CONTRACTOR has the experience and capability including enough and competent supervisors and other personnel and all necessary facilities to efficiently perform the SERVICES. The CONTRACTOR further warrants that he shall continuously provide such personnel and facilities.
- 1.11 The CONTRACTOR shall keep an accurate record and details of the WORKS executed under the CONTRACT.
- 1.12 The CONTRACTOR shall endeavour to maximize the employment of indigenous labour hands from the host communities

## **ARTICLE 2. – DESCRIPTION OF THE WORKS**

SHELL proposes to provide accommodation and ancillary facilities/campsites for her GSA that are manning her installations and facilities within her operational area and require that the accommodation and ancillary facilities/campsites meets the minimum specification of the following:

- ▶ **A safe and healthy environment** – HSE
- ▶ **A secure environment** – identifying and dealing with risk
  
- ▶ **Minimizing environmental impact** – sustainability
  
- ▶ **Quality sleep and privacy** – sleeping units
  
- ▶ **Good nutritious food** – catering and dining
  
- ▶ **Connections to home** – communication systems
  
- ▶ **Leisure activities** – relaxing, socializing and exercising
  
- ▶ **Convenient services** – amenities
  
- ▶ **Quality facilities management** – efficient infrastructure and support services.

### **2.1.1 SITE LAYOUT**

#### **2.1.1.1 *Layout plans***

The layout of the accommodation, together with all the associated facilities and services should ensure that:

- Adequate space is allocated for accommodation, medical, catering, dining and recreation facilities.
- Catering and accommodation facilities are segregated from utility equipment including generators, water treatment plants, sewage treatment plants, and waste management areas.
- Firebreaks exist between buildings.
- A safe distance is maintained from the tree line especially in freshly cleared and flood-prone zones.
- Adequate muster point areas are available.
- Where there are H<sub>2</sub>S or other inflammable gas sources, the accommodation should always be located at a safe distance upwind of the source. Safe distances should be determined by dispersion

calculations.

- Emergency escape routes are located upwind of hazardous areas.
- Other high risks and/or harmful equipment are identified and located downwind and well away from high occupancy areas of the accommodation/campsite facilities. These will include:
  - Main sources of fuel (e.g. Petrol station, diesel-oil storage for power generation, interim combustible waste, laundry, and paints and solvents storage).
  - Main sources of ignition (e.g. Power generation, boilers and incinerators).
  - Harmful substances-chemical storage, carcinogenic materials, radioactive sources, etc.
  - Noisy equipment-power generation, heavy trucks park lot, etc.
  - Bad smells-black sewage, interim waste, sanitary landfill and evaporation pond, etc.

#### 2.1.1.2 ***Drainage***

Prevention of flooding and pooling of rainwater is an important consideration during the site selection and the site preparation process.

Although every effort should be made to select a site that is not likely to flood, in some circumstances this may not be possible. The following precautions should be considered:

- Installation of berms/ditches to protect against floodwaters.
- Raising of the site and/or installations to allow for excess water.
- Installation of site drainage.
- Installation of non-return valves on sewage lines.
- Provision of roofing over bunded areas.
- Provision of raised pathways.

### 2.1.2 **HSE**

#### 2.1.2.1 ***Healthcare.***

- Each Campsite shall have HSE Action Plans, including a Health Risk Assessment, should be produced and implemented.
- Depending on the risk assessment, consideration should be given to whether an emergency multiple casualty area should be considered.
- Be Well is Shell's health promotion programme that helps employees to optimise their health. Contractors are encouraged to provide a similar programme.
- If required, provide Health Centres to allow for the efficient and effective treatment of sickness and minor injury and the stabilisation and medical evacuation of seriously injured or ill persons.
- Health centre facilities should be designed and scaled to the potential size of the workforce and should be situated to encourage confidentiality and privacy.

- Social and psychological mechanisms should be put in place to protect worker welfare are monitored regularly.
- Good quality facilities management should be in place to ensure the health and safety of the workers and environment.
- Provisions for the promotion of Mental Health and the management of mental illness should be a core deliverable especially in remote locations

#### 2.1.2.2 *Create an inclusive environment*

Create an inclusive environment that enables use by everyone, regardless of age, race, gender or disability. The following table highlights various diversity and inclusiveness elements that should be considered:

- All communal parts of a building including entrances from the exterior should be designed with level thresholds.
- There should be at least one accessibility ramp per communal building.
- There should be at least one unisex accessible toilet per communal facility building.
- Building entrances should:
  - Be illuminated.
  - Have level access over the threshold.
  - Have effective clear opening widths of at least 800 mm.
  - Have adequate weather protection.
  - Have a level external landing.

DIVERISTY CONSIDERATIONS		
<b>Gender</b> Separation of sleeping units and bathrooms as well as flexible recreation schedules should ensure security and privacy	<b>Sexual orientation</b> Arrangement of sleeping units should consider different sexual orientation	<b>Disabilities</b> Facilities should be easily with disabilities to live and work safely and effectively.
<b>Nationality, race and religion</b> Catering should consider religious and cultural needs. Foods should be provided with flexible hours to account for religious	<b>Culture</b> Provide workers with cross-cultural training to enable them to behave in a respectable manner to each other and local communities	<b>Age and generation</b> Leisure activities, communication systems and amenities should take into account generational differences.

occasions. Provisions of multi-faith prayer room should be considered.

#### **2.1.2.3 Reduce the risk of fire**

- Provide high quality measures to reduce the risk of fire in accommodation areas and delay its spread.
- Worker accommodation and all buildings shall meet local fire safety standards and regulations and should follow International Fire Code.
- The HSE Risk Assessment should consider specific fire risk mitigation such as fire-retardant module separations, automatic sprinkler systems, sufficient extinguishing (water) capability, etc.
- The HSE risk assessment should consider specific fire risk mitigation:
  - Means to control of hazardous materials and substances.
  - Prohibit and control interaction with hazardous materials and substances.
  - Conduct an HSE Risk Assessment and complete a remedial action plan (Health Plan).
  - Mitigate environmental impacts.
  - Undertake an Environmental and Social Health Impact Assessment (ESHIA) and identify appropriate mitigation measures.

#### **2.1.3 A secure environment – Identifying and dealing with risk**

All workers have the right to a secure living environment. Practical security measures should reflect the level of any local security threats (SOL). Camp boundaries should be defined with adequate barriers to prevent casual access from the local populace and from domestic and large wild animals.

Appropriate security is essential to quality of life, regardless of location. Without adequate security workers are likely to feel anxious, affecting their wellbeing, health and performance.

The recommendations for security measures and operation will vary for each project, based on an assessment of the type of security risks facing the worker population.

#### ***Recommendations:***

- Mitigate as far as possible the security risk for the worker accommodation.
- A security risk assessment and plan, including mitigation measures should be created. All risk assessments should consider all applicable baseline security performance criteria. They should be completed to ensure risk is as low as reasonably possible (ALARP).
- National and local security risk assessments should be consulted as part of the site selection process.
- CCTV and access controls provided should meet all minimum group standards.

- Security measures should be in place from the initial development of the site.
- Physical barriers that should be considered include:
  - Berms
  - Ditches
  - Fencing
  - Razor wire
  - Concrete t-wall for high risk areas
  - Towers may need to be considered for watch keeping

#### **2.1.4 Minimizing Environmental Impact – Sustainability**

An Environmental, Social and Health Impact Assessment study (ESHIA) should be completed. The environmental risk mitigation measures identified in the ESHIA should be integrated into the camp design and layout. This should include water and waste management, minimizing noise disturbance and the use of appropriate lighting schemes to reduce light pollution.

##### ***General recommendations:***

- The design of the accommodation should form part of the Sustainability Risk Assessment.
- Sustainability measures should form an inherent part of the planning, design, build and operation process.
- A performance-based facilities management program should be put in place.
- The “Reduce, Reuse, recycle” ethos should be implemented.

##### **2.1.4.1 Water efficiency**

- Water efficient sanitary fixtures should be installed, such as low flush toilets and showers.

##### **2.1.4.2 Energy efficiency**

- All buildings should be designed to be as energy efficient as reasonably achievable and opportunities are considered for the use of renewable energy and use of local materials.
- Design and orientate buildings and windows to take advantage of opportunities to manage heat gain in response to local climatic and seasonal differences.
- Consider portable solar systems with batteries to reduce diesel consumption or where electrical grid is not available.

##### **2.1.4.3 Recycling**

- Ensure designs promote the reduction of waste, re-use and recycling.
- Source local and recycled building materials.
- Design buildings and surrounding areas to accommodate recycling facilities, including discrete locations

for recycling storage bins. Waste segregation

- Consider the design and construction methodologies which promote the adaptive reuse of buildings, infrastructure and supporting equipment.



## **2.1.5 Quality sleep and privacy – Sleeping units**

Regular and good quality sleep is vital to wellbeing. Fatigue can lead to reduced productivity and increased risk of accidents. Prolonged fatigue can contribute to poor health.

Sleeping accommodation should provide privacy in a space which the worker feels is their own. Ensuring privacy can help reduce stress and contribute to good relations between workers.

The following recommendations should be considered:

### **2.1.5.1 Accommodation building layout**

- The location of accommodation buildings should be outside any exclusion blast/overpressure zone.
- Shift patterns and pedestrian traffic should be considered when defining the accommodation building layout to minimize the disturbance to sleeping workers.
- Sleeping units and accommodation blocks should be allocated and separated by gender to mitigate the risk of harassment.
- Corridors and means of egress should remain free and clear of clothes, footwear and other obstructions.

### **2.1.5.2 Common rooms**

- Provide communal space to relax within accommodation buildings.
- Where shared sleeping units are required, private or quiet space should be made available.
- Comfortable furniture and a TV (minimum size) should be provided in each common room.
- Common rooms should contain seating, lighting and entertainment facilities conducive to communal

relaxation for the workforce demographic.

### **2.1.5.3 *Sleeping unit privacy and space***

- Provide sufficient privacy and space in sleeping units for a comfortable environment in which workers can relax.
- Sleeping units shall not be shared by more than six workers.
- Single occupancy sleeping units shall have a net floor area of at least 6.5m<sup>2</sup>.
- Shared occupancy sleeping units should provide workers with a net floor area of approximately 6m<sup>2</sup> per person. Provide a privacy flame retardant curtain in shared rooms to separate individual sleeping areas.
- Sleeping units should have natural light area not less than 10% of the floor area.
- Operable windows or mechanical ventilation should be provided.
- Consideration for sound isolation and temperature control should be priority for sleeping units.
- Provide furnishings in accordance with this list:
  - Bed – single (~100 cm x 200 cm) for UC
    - Bed sheets – 1 x fitted and 1 x top
    - Blanket
    - Blind/curtain – black out (per/window)
    - Chair – simple
    - Coat hook – double
    - Mattress – spring or foam (min 10 cm thick)
    - Mattress protector
    - Mirror – wall/wardrobe mounted (min 60x30 cm)
    - Pillow and case
  - Wardrobe – lockable and ventilated (~W100 cm x D50 cm x H200 cm).
  - Wardrobe – lockable, shelving/desk unit (~W100 cm x D50 cm x H200 cm)
  - Wastepaper basket, laundry bag/hamper, side table and light (for UC)
- Sleeping units may have a lockable self-closing entrance door.
- Reduce noise by using sound dampening hardware on interior doors, drawers, cupboards etc.
- All windows may be able to be opened and have coverings for privacy and shade.
- Curtains or black out blinds shall be provided to ensure the room is sufficiently dark to enable high



quality sleep, especially for night shift workers.

- Toilet seats are fitted with slow-closing hinges to reduce noise.
- Include insect screens on all doors and windows.
- Sleeping units should provide a resident adjustable, comfortable environment.
- The highest reasonable Sound Absorption Average should be obtained to decrease sound reverberation.
- All furnishings should be robust and made of fire-resistant materials.

#### 2.1.5.4 **Washrooms (Bathrooms)**

- Ensure workers are able to wash easily, with dignity and privacy.
- Sanitary facilities should:
  - Be located no more than 20 m from the sleeping units they serve.
  - Be provided separately for males and females with lockable doors for privacy.
  - Have window openings to the outside air or be provided with ventilation systems.
  - Have hot and cold running water.
  - Have well drained non-slip flooring to reduce the risk of infections.
  - Have good ventilation to the open air, independently of any other part of the accommodation.
  - Have electrical fixtures rated for use in wet areas.
  - Have toilet cubicles of a minimum of 900 mm x 1200 mm.
  - Have toilet seats fitted with slow-closing hinges to reduce noise.
  - Facilities should be prorated for male and female personnel.
- Adhere to this table on the minimum number of required plumbing fixtures per occupant:

Classification	Occupancy	Water Closets “Toilets”
Residential	R-2 Dormitories	1:10*
Lavatories “Sinks”	Showers	Drinking Fountain
1:10	1:8	1:100

#### 2.1.6.3 *Dining areas*

- Dining areas should preferably be located close to the center of the camp in order to minimize

pedestrians moving between accommodation areas and dining room.

- They should be located within easy reach of hand wash and toilet facilities.
- They should be air-conditioned and within a 'non-smoking area'.
- Self-service access to food should be available.
- Changing areas close to the dining room should be provided. (Personnel wearing working overalls and shoes should not be allowed in dining areas.)

### **2.1.7 Connections to home – Communication systems**

Workers away from home can suffer from loneliness and isolation, affecting morale, wellbeing and productivity. Shell believes that all workers should have easy access to good quality and reliable Information Technology (IT) and other types of communication systems, so they can keep in touch with friends, family and the world outside

#### *Recommendations:*

- IT requirements should be considered early and throughout the life of the project.
- Adequate planning and provision of IT facilities should be available as soon as the temporary accommodation is in use.
- With shared sleeping units, phone booths should be made available to facilitate private phone conversations.
- IT and other types of communication infrastructure such as Wi-Fi hotspots should be planned for the whole lifecycle of the accommodation.
- Strong controls are in place to prevent downloading/streaming of illegal/ indecent material.
- Consideration for support of the IT infrastructure should be made.
- Wireless access points – Common areas and private rooms – Easy remote access to internet via personal devices. Total bandwidth = 0.15 Mb/s x 25% x number of beds. Always provide a minimum of 2 Mb/s. Approx. 1 access point per 150 m<sup>2</sup>.
- TV/Video Projection (small cinema) – Sleeping rooms and Common areas – Provide announcements, news, entertainment, movies, sports, internal feeds.
- Telephone access/cellular services – To speak to family/friends. May be phased out with access to VoIP access.
- External TV reception (International options) – IT provides and distributes the TV signal.

- IT On-Site Support.

### **2.1.8 Leisure activities – Relaxing, socializing and exercising**

All workers should have the opportunity to relax and enjoy themselves in their free time. If practical, a range of good quality leisure/recreation and sporting facilities applicable to temporary accommodation should be available. The following recommendations should be considered.

#### ***General***

- Facilities are planned, scaled, designed and provided according to the cultural requirements of the population.
- Sufficient resources should be provided to help maintain the sporting facilities.

#### **2.1.8.1 *Leisure and Recreation – Outdoor***

- Irrespective of the scale of the accommodation, outdoor recreation provision should be considered.
- Outdoor recreation facilities should take into consideration climate and seasonal trends.
- Outdoor recreation should take account of the population profile including gender mix and specific cultural requirements and can include graded space for the following:
  - Volleyball / Basketball
  - Outdoor movie area
  - Small areas for gathering and relaxing
  - Seven aside Soccer field/football

#### **2.1.8.2 *Leisure and Recreation – Indoor***

- Provide sufficient scale and quality indoor recreation space and associated equipment to accommodate a range of indoor recreation activities.
- Irrespective of the scale of the accommodation, indoor recreation provision should be considered.
- Indoor recreation facilities should be considered as ‘clean areas’, in which the wearing of work clothes should not be permitted.
- Indoor recreation space should be at least 20 m from sleeping units and have adequate sound insulation to prevent noise disturbance.
- Indoor sports recreation space should be temperature and humidity controlled to a comfortable level for strenuous activity.
- Consideration should be given to ensure gender differences are accommodated. e.g. separate gym times or women’s only gym.

- Design of indoor recreation areas should include sound reduction measures such as acoustic ceilings or sound partitions to limit the spread of sound to adjoining areas.
- The internal decorations and color scheme should reflect the anticipated activity level of the recreation.
- Indoor recreation facilities should take account of the population profile including demographical mix (including gender, generational, ability) gender mix and specific cultural requirements and can include:
  - Centre for evening learning classes (e.g. language, music, computers etc.)
  - Games room, including darts, card room etc.
  - Gymnasium/Exercise room
  - Library and reading area with books and newspapers
  - TV room
  - Non-smoking wet and dry lounges (alcohol policy needs to be defined early in the project)

### **2.1.9 Convenient services – Amenities**

Amenities should be provided to help workers enjoy a reasonable lifestyle

A range of amenities are required, reflecting the anticipated number of workers and their cultural background and expectations. Shared amenities, accessible

to all workers, help promote social interaction and workforce cohesion within the accommodation. The following recommendations should be considered but not mandatory.

#### ***General***

- The range of amenities, goods and opening hours are tailored to match the working rhythm of the project.
- A quality facilities management provider should maintain amenities to a high standard.

#### **2.1.9.1 *Places of worship***

- Suitable places of worship for the religions present on the camp should be provided. This may include the need to also provide adjacent ablution facilities.

#### **2.1.9.2 *Commercial facilities***

The following commercial facilities should be considered but not mandatory.

- Convenience store (commissary) selling a range of commonly required goods, including toiletries, newspapers, cigarettes, soft drinks and snacks, telephone cards and postage stamps available.
- Barber/hairdresser.

#### **2.1.9.3 *Non-commercial facilities***

- A maintenance workshop may be provided for the repair of furniture, fixtures and fittings.
- Laundry facilities:

- Should be provided with at least one washing machine and dryer per 25 residents, including a space to dry and iron their own clothes. This could be self-serve or a commercial laundry service. For self-serve, access to consumables is required.
- Should provide facilities for washing, drying, ironing and storage of household-linen (e.g. Bed linen, towels and pillowcases) and personal clothes including working overalls.
- Should have the capacity to deal with an average of 5 kg of dirty linen and clothing per person per week.
- The design of the laundry should enable the following tasks to be efficiently carried out:
  - Dropping off items to be laundered
  - Tagging and marking
  - Sorting
  - Washing
  - Drying
- Ironing (roll ironing for bed sheets, steam press and electric flat irons)
- Storage
- Return of washed and pressed linen to residents

#### **2.1.10 Quality facilities management – Efficient infrastructure and support services**

Worker accommodation is a community with a multitude of services whose smooth operation is vital to the health, safety and morale of residents.

Performance-based facilities management is necessary to ensure the smooth operation of every aspect of life from laundry to food and leisure. The following recommendations should be considered:

##### ***General***

- Plan all infrastructure and services for the whole lifecycle of the accommodation.
- A performance-based facilities management system should be established.

##### **2.1.10.1 Water**

- Provide sufficient potable water for the daily needs of all workers with sufficient storage for emergency use.
- Workers should have easy access to clean, potable water always in accordance with W.H.O. and local standards.
- Incorporate spare capacity of at least one week of potable water for all residents for use in an emergency.

- Chilled drinking water should be provided in communal buildings and indoor recreation areas.

#### 2.1.10.2 **Waste**

- Provide sanitation infrastructure to hygienically remove, treat or reuse waste and wastewater.
- Location and quality of wastewater discharges should comply with the findings of the ESHIA.
- All wastewater should be disposed through wastewater treatment facilities, either public facilities or within the worker accommodation site.
- Prevent leakage of pollutants.
- Grease traps and other interceptors should be installed to the drainage system and be sized according to the footprint of the accommodation.

#### 2.1.10.3 **Electricity**

- Provide constant electrical power to the accommodation with a secure back-up system for emergency use.
- Electricity is a key area of concern in mobile camps. Functional guidance for installation and maintenance should be provided.

## 2.2 **TECHINICAL REQUIREMENTS – CAMPSITE ACCOMODATION TYPES**

The accommodation units shall follow one or combination of the accommodated types listed below to serve the capacity of the campsite



N/B Sleeping units shall not be shared by more than six workers.

- Single occupancy sleeping units shall have a net floor area of at least 6.5m<sup>2</sup>.
- Shared occupancy sleeping units should provide workers with a net floor area of approximately 6m<sup>2</sup> per person.

## 2.2. **SCOPE OF WORK**

As a minimum the scope of work shall comprise the following major segments

- Mobilization of equipment, materials and personnel to sites.
- Demolition/ removal of existing accommodation units & stripping works
- Setting up of Campsite
- Foundation works
- Provision of Portacabins/ High-grade of existing accommodation units to meet AWG standards
- i. Internal finishes - Floor and wall tiling works,
  - - Ceiling works
  - - Masonry/Carpentry works
  - - Electrical works

- - Plumbing works
    - - Painting works
  - ii. External Works – Landscaping, walkways etc
- Facility Management
  - Demobilisation

A more detailed description of the work is given below:

#### 2.2.1 MOBILISATION.

Prior to deploying of the accommodation units, Contractor is expected to submit details of the units (size and architecture) as well as foundation design for approval.

##### 2.2.1a PREMOBILISATION INSPECTION

The CONTRACTOR shall mobilize all necessary CONTRACTOR PERSONNEL, plant and equipment and materials to SITE and generally make ready to commence the WORK. Prior to plant and equipment being taken to SITE, SHELL shall carry out a pre-mobilization inspection of the items to be used to ensure that they are in good working order, safe and properly certified and insured.

All vehicles to be engaged on this project must be fitted with In-Vehicle Monitoring System (IVMS). NB: ***Contractor is responsible for own logistics arrangement to site, accommodation and feeding of her personnel for the duration of this work.***

2.2.1b The Contractor must ensure that all specialized powered or pneumatic tools and equipment, including ladders to be mobilized to site for work have been subjected to professional **integrity check (e.g. PAT Test survey certificate)** by a Shell approved Vendor with the evidence of green stickers or certificates.

2.2.1c The Contractor must ensure that a robust **Health, Safety & Environmental (HSE) Management Plan** is developed and duly signed off and made always available on site with relevant attachments in full compliance with SPDC Control Framework.

2.2.1d The Contractor must ensure that a **medical retainership agreement** has been reached and signed off with a clinic that has been inspected and approved okay by Shell OH team and original copy of the agreement letter made available.

#### 2.2.2 HEALTH, SAFETY, SECURITY & ENVIRONMENTAL (HSSE), SECURITY PLAN AND QUALITY ASSURANCE/CONTROL (QA/QC) REQUIREMENTS.

- ✓ The CONTRACTOR shall submit contract HSE plan for the WORK prior to commencement of this contract. The plan shall comply fully with the provisions SPDC HSSE framework. In addition, CONTRACTOR shall submit her method statement for each work activity, Job hazard analysis for the work, quality assurance plan and a work plan
- ✓ The **address of the Retainer Clinic, the name and phone number of the Medical Doctor or the clinic** must be made available to the employees and conspicuously displayed on the site notice board. The CONTRACTOR must have adequate and valid National Health Insurance Scheme (NHIS) for all her workforce throughout the duration of the contract.

- ✓ All Contractor employees must have equal and free access to adequate professional medical healthcare, including counselling services in the **retainer clinic**. They should also be duly certified “Fit to Work” with their individual **medical certificates of fitness** available on site.
- ✓ The Contractor shall provide at its own expense, all necessary inoculations, certificates and the likes for all its personnel. Copies of these should be kept readily available on site and presented to SHELL Reps on demand.
- ✓ The Contractor must ensure that adequate, clean and potable water is provided and always available on site for workers to drink.
- ✓ The Contractor and their key site leadership must ensure that all workers observe the Shell approved rest periods daily on site.
- ✓ The Contractor must make adequate arrangement for the provision of **cloak room and sanitary facility** for the workforce.
- ✓ A qualified and competent **Site Nurse/DFA** with a minimum of Nigerian Red Cross Society’s **DFA and Basic Life Support Certificate** must be engaged by the Contractor and should always be available on site to give health talks and administer first aid when the need arises. Costs of these shall be incorporated in the mobilization quoted for as lump sum in the BoQ.
- ✓ A First Aid Box fully stocked with all relevant First Aid accessories in line with **SHELL OH Requirements** should be provided by the Contractor and always available at site in the care of the Site Nurse/DFA.
- ✓ The Contractor must provide and maintain a **functional eyewash** strategically located and free of obstructions within the work site throughout the project duration.
- ✓ The Contractor must engage the services of a **Certified and Competent Safety Adviser/Officer** with minimum of BSc/HND and Level 3 Contractor HSE Course who must be always available on site to drive good safety behaviors and ensure compliance with relevant safety standards and practices and equally keep daily safety records. Costs of these shall be incorporated in the mobilization quoted for as lump sum in the BoQ.
- ✓ The Contractor must provide a temporary site office which could be a portable canopy shade furnished with at least a table and three chairs.
- ✓ The Contractor shall make provision for 1 notice board, 1 HSE statistics board, 3 thick paper back notebooks (to serve for Visitor’s Note Book, First Aid Register and PPE Issuance Record Book), and other relevant writing accessories.
- ✓ The contractor must develop a robust Job Hazard Analysis, Risk Assessment and Work Method Statement for the work to be carried which must be signed off with the designated HSE Team/Rep.



- ✓ Contractor's Safety Adviser/Officer must ensure that daily Toolbox Talks/Pep Talks are conducted prior to the commencement of work at site daily.
- ✓ Adequate **Warning Signs** addressing the different hazards available on site must be provided and conspicuously displayed on site for effective safety communication.
- ✓ Contractor must ensure that site monthly HSE meetings are held throughout the lifespan of the project with adequate documentation.
- ✓ The Contractor must provide each employee with **adequate PPE that effectively addresses the different specific hazards associated with the different aspects of the work at every point in time** such as head protection (MSA hard hat with back screw and chin strap), respiratory protection (3M nose mask for dusty activities, light fumes respirators for screeding, painting and spraying activities), eyes protection (Uvex eye goggles with side shield and neck strap), hearing (ear plugs & ear muffs), hand protection (dotted fabric hand gloves, PVC hand gloves for wet works – screeders'/tilers'/masons' hand gloves), foot (safety joggers & safety rain boots), body protection (branded single piece fire retardant coveralls), fall arrest systems (certified full body harness) for preventing falls resulting from work at height and other specialized PPE that may be required for safely delivering the job. Supply must be adequate to last the project period. Plans for restocking due to wear and tear depletion must be on ground. Costs of these shall be incorporated in the mobilization quoted for as lump sum in the BoQ.
- ✓ The Contractor must ensure that **all employees wear the relevant PPE for each task** being performed on site.
- ✓ Well detailed **Emergency Response/Evacuation Plan and Chart** must be developed and included in the **Contractor's HSE Plan** and all employees must be made aware.
- ✓ Contractor must ensure that **Periodic Emergency Drill Exercises** are carried out on site in accordance with Shell Emergency Evacuation Policy, to ensure that emergency preparedness is maintained at all times. Shell emergency numbers should be made known and available to the employees.
- ✓ The Contractor shall ensure the mapping out of a **Muster Area** that is safe and easily accessible for mustering during emergency situations.
- ✓ The Contractor shall prepare a **Security Risk Assessment and Security Plan** ensure they are signed off and are readily available at site with mitigation measures, indicating that risk is maintained at a level which is ALARP.
- ✓ The Contractor should retain a **Movement Register** for all employees on site on a daily basis.
- ✓ The Contractor shall provide a storage facility for work materials, tools and equipment.
- ✓ The Contractor must ensure that the entire work site is adequately cordoned off to ensure that unauthorized entry into the site is properly checked.

- ✓ The Contractor must develop and provide a workable **Waste Management Plan** to ensure that all wastes to be generated from the different work activities at site are adequately managed from cradle (generation & segregation) to grave (treatment and/ or disposal) in alignment with Shell Waste Management Policy and Local Regulations.
- ✓ The Contractor must demonstrate that all generated wastes are properly tracked and documented in the **Contractor's Waste Consignment Notes** in compliance with Shell Waste Management Policy and Local Regulations.
- ✓ The Contractor must ensure that all operations are carried out in a manner that poses **no harm to People, Assets, Community and the Environment** (air, water & soil). **Goal Zero** must always be pursued - that is, **No Injury, No Spills, No Leaks**.
- ✓ A designated and well isolated **Waste Area** must be maintained, and all wastes generated from work activities at site should be segregated properly according to their types and categories.
- ✓ The Contractor shall provide adequate work force with appropriate competencies and requisite skills to satisfactorily deliver all works specified in the work scope within the acceptable standards and time frame.
- ✓ The Contractor shall provide sufficient plant and equipment, and other hand tools for the work. The tools and the equipment must be in acceptable working conditions at all times.
- ✓ The Contractor shall keep a full record of employees' HSSE trainings and certifications which must be produced for inspection and verification by SHELL Reps when demanded.
- ✓ All personnel to be engaged must be **SPDC Certified Swimmers** with valid medical certificate of fitness from an SPDC approved clinic/hospital for swamp and offshore locations.

The contractor is to adopt a suitable and safe procedure to carry out all works. The resultant debris from all demolition / excavation shall be properly carted away from site to a dump site as approved by Shell.

All construction activities shall be planned and executed with minimal pollution of the environment and adjoining water bodies.

MOBILISATION WILL NOT BE CERTIFIED AS COMPLETE UNTIL ALL NECESSARY CONTRACTOR PERSONNEL, INSPECTED PLANT AND EQUIPMENT, MATERIALS AND SITE FACILITIES ARE PRESENT ON SITE, APPROVED AND WORK IS READY TO COMMENCE.

## 2.3 DETAILED SCOPE OF WORK

### 2.3.1. DEMOLITION/REMOVAL OF EXISTING ACCOMODATION UNITS

- i The CONTRACTOR shall dismantle & remove existing roof, comprising roofing sheet & timber members on existing Portakabin or Containers used as accommodation units or

- ii The contractor shall dismantle & remove existing utilities and all other facilities required to ensure the effective installation of the new accommodation and support facilities from site existing portacabin or containers used as accommodation units
- iii The CONTRACTOR shall carefully remove existing cement & sand floor screed or hard-stand (foundation support/works) used as structural support for the Portakabin or containers and cart away rubbles from site to an approved dump site.
- iv All demolition works shall be carefully carried out and in line with SPDC HSE rules and regulations.
- v. The Contractor shall clear the new campsite of any obstructions and make ready to receive new accommodation units

#### 2.3.2 **SETTING UP OF CAMPSITE.**

The Contractor shall provide his proposed site plan and layout for the campsite for SHELL approval prior to implementation. Apart from the utilities (Water facilities, Generators) the campsite shall have as a minimum

- a. Accommodation units
- b. Kitchen & Restaurant
- c. Recreation (Gym and/or indoor or outdoor games)
- d. Medical facility
- e. Laundry
- f. Store for Kitchen and other services
- g. Worship center (Optional)

#### 2.3.3 **Foundation Works.**

- i. The contractor shall submit their foundation type and design that will support the proposed accommodation units to SPDC for approval. The type and height above ground level is subject to the nature of the campsite. Such foundation shall take into consideration the environmental/soil conditions. The minimum height above grade shall be 450mm.

#### 2.3.4 **ACCOMODATION UNITS AND OTHER CAMPSITE PROVISIONS.**

*Only standard Portacabins shall be used as accommodation units. SPDC prohibits the use of converted containers as accommodation units. See section 2.2 for details of accommodation units*

##### 2.3.4.1 **REQUIREMENTS FOR TYPE OF PORTAKABIN TO BE DEPOLYED.**

The portacabin could fall into the following categories

#### A PROVISION OF NEW PORTAKABIN

## B REFURBISHMENT OF ONSITE PORTAKABIN

### 2.3.4.1.1 OFF-SHELF PORTAKABIN OR FABRICATION OF NEW PORTAKBIN:

Where the contractor procures an accommodation unit from the shelf or constructs a new portacabin at their base office, they shall adhere to the below stated specification as a minimum. CONTRACTOR is hereby reminded that the listing below is not exhaustive and he shall execute all installations in line with best Engineering practice for that nature of fabrication works. See section 2.2. A sketch of typical room furniture arrangement is attached.

#### A. THE FRAME

The frame shall comprise of

- I. 203x130x(7-10mm) H-beam
- II. 80x20x(6mm) U-channel
- III. 50x50x5mm angle iron
- IV. Floor with Checkered plate 1200 x 2400 x (3.5-4mm Thick)

#### B. FLOOR FINISH

The contractor shall provide floor screed of 50mm thick cement sand mortar or 15mm cement board screwed to metal grids and finish with non-slip high traffic vitrified floor tile. The floor tile dimension could be 450 x 450x6mm thick or 300x600x6mm thick. However, tile samples shall be approved by SPDC before placement.

The Contractor shall conduct necessary welding /ductility test of welded joint particularly on all the cabin lifting eyes and colour code them. This test shall be in the presence of SPDC Rep and a copy sent to the office for documentation.

#### C. WALL FINISH

- i The contractor shall provide and install 50x2mm flat bar to receive cement board. The flat bar grid shall be 300x600 i.e 300mm c/c horizontally and 600mm c/c vertically.
- ii Contractor shall provide and place cement board 1200x2400x10mm thick on the steel member using steel screw nail.

- iii The contractor shall screed properly the surface of the cement board using pop material (PoP cement +Screeding paint) or as approved and instructed material by S.P.D.C. Allow the screeded surface to dry thereafter sandpaper to smooth finish to receive paint.
- iv The contractor shall provide and apply dulux /luxul/or Intercolor paint (soft sheen or silk emulsion) on the internal and external surface of the Portakabin

#### **D. CEILING**

- i. Portakabin shall have steel noggins using 50x50x1.5mm thick square pipe with a grid of 300x600 i.e 300mm c/c horizontally and 600mm c/c vertically. To receive fire retardant Plaster board or Cement board
- ii The contractor shall provide and install 2400 x 1200mm x 8mm thick fire-retardant plaster board or 2400 x 1200mm x 6mm thick cement board. Cement/ plaster board shall be installed with the aid of screw nail, which shall be screwed into the cement /plaster board.
- iii The contractor shall provide material (PoP cement and Screeding Paint) and screed the ceiling to receive paint. Allow the screeded surface to dry thereafter sandpaper to smooth finish to receive paint.
- iv The contractor shall provide and apply Dulux /Luxol/Meyeer or Intercolor paint (emulsion) on the ceiling.

#### **E. ROOFING**

- i. The roof truss system shall be of Z-purlin section 300 x300mm x 3mm thick (Rafter and tie beam). However, the rafters shall be place at 1200mm centre to centre. All steel will be joined together by welding.
- ii. The noggin shall be 50 x 50mm x 1.5mm thick square pipe placed at 600x600mm c/c horizontally and 1200x600mm vertically. Noggin shall be joined by welding.
- iii The roof cover and other flashing shall be 0.7mm stucco mill long span aluminum roofing sheet. The installation shall be double lapping.

#### **F. THE TOILET.**

- i. The contractor shall ensure that the plumbing lines/connections are done with IPS rated pipes (WICHTECH Pdt or its equivalent). All internal piping works shall be completed and pressured testing before concealing them with wall cladding material. N/B The pressure testing MUST be witnessed by SPDC site representative.
- ii. Toilet Floor: The construction and finishes are the same at the room floor however Contractor shall provide two waste discharge access on the floor prior to tiling works
- iii Toilet Wall: The wall preparation to receive tile is the same as the room. However, Contractor shall supply and install ceramic wall tiles (Spanish/Italian make) for the entire wall height.
- Iv Minimal fittings required in a toilet include

1. WCs and WHB shall be Sweet-Home (Model – Galeria) or Twyford ( E-100 series/Model- Options

2. Vado Shower mixer and Basin Taps, heavy gauge and chrome plated. (Tywford)
3. Ariston Water heater
4. Vado Multiple Towel rail or approved equivalent
5. Vado Tissue holder or approved equivalent
6. Vado Soap holder and 2No Robe Hook etc.
7. Vado Shower curtains
8. Wall mounted 600 x 450mm mirror
9. 6" Expeller fan. (XPELAIR Make)

v. Toilet Ceiling: This shall be the same as in the room above (See section D).

## **G. ELECTRICAL WORKS:**

All Construction, Installation, testing and commissioning shall be carried out in accordance with good engineering practice and shall satisfy all SPDC standards (SPDC - Standard construction Specification; Section 17 and DEP-33-64-10-10) and statutory requirements of the nation. All cables, pipes, fittings and installations shall be approved by SPDC before work is accepted as complete.

*N/B All electrical fittings and wires must be from SPDC approved OEM: All cables shall be from Cutix Nigerchin, or KabelMetal or other approved Nigerian Cable manufacturers. Sockets and Plugs shall be from ABB and HAGER. Lighting fitting shall be from Philips or Thorn or other approved equivalent and PVC pipes and accessories shall be Dignity or Niger Product. CONTRACTOR shall ensure that all materials are approved by SPDC representatives prior to installation.*

.

### **i. Positioning of equipment**

Prior to commencement of work the Contractor shall discuss with the Company Representative the detailed layout and location of distribution boards, feeder panels, lighting fittings, sockets, etc.

### **ii. Piping & Wiring Works – Conduit Installation**

Conduits shall normally be "chased" into walls. Runs in wall shall be vertical to ensure safety against accidental damage by occupants. Where conduit is chased into the wall, the chases must be deep enough to allow at least 10 mm of cement and plaster covering. The conduit sizes shall be 20mm diameter PVC for 2,5mm<sup>2</sup> cables and 25mm diameter PVC for fire cables and 4.0mm<sup>2</sup> cables. Contractor shall install PVC piping and sockets for TV sockets, fire systems and internet/Telephone/television.

All conduits, ducting and trunking shall be properly supported to give adequate protection against risk of mechanical damage to the cables.

Conduits must always be taken directly into distribution fuse boards, switch fuses, switches, isolators etc. At switch positions conduits must terminate with a metal box or suitable enclosure

All wiring within buildings unless otherwise specified and approved by the Company shall be run in PVC conduits or ducts. The maximum number of PVC insulated wires drawn into conduits shall be such that no

damage is caused to the cables or the conduits during their installation. An access capability for 25% additional wiring shall be considered reasonable minimum allowance.

When drawing cables into conduit, they must first of all be run off the reels or the reels must be allowed to revolve to prevent twisting of the wires.

The cables shall be drawn carefully into the conduit in such a manner as to prevent any cables crossing.

No connections will be allowed in pull through conduit boxes.

For lighting installations only, looping boxes will be permitted in false ceilings, located near as possible to the lighting fittings.

### **Iii Installation of Fittings**

Lighting circuits within buildings shall be executed using 2.5 sq. mm single core insulated wire Brown/blue/green for all lighting, Ring circuits and 13A sockets.

All Ring circuits shall be protected with a 32A RCBO. The air conditioning units and water heaters shall be protected with 20A RBCO. Kitchen, Laundry equipment and recreational equipment with higher breaker ratings shall be protected with 32A RBCO. Heavy equipment in the kitchen like cookers, burners and ovens shall be gas powered. Gas tester shall frequently be used in the kitchens. The lighting circuits in the rooms shall be protected with 4amp MCB while kitchen, worship centers and gym lighting circuits will be protected with 6amp MCB.

Air conditioners, water heater etc shall be executed using 4.0mm<sup>2</sup> single core PVC - insulated cable (Brown/blue/green) with 15A sockets and plugs. 32A sockets shall also use this size of cable.

All lighting fittings for outdoor installation shall be IP65 rated. Spotlights fittings shall be installed in the rooms, laundry, medical, kitchen & Restaurant. Two spotlights shall be installed in the single room while eight (8) spotlights shall be installed in kitchens, restaurants, laundry, medical, worship centres and gyms respectively which are expected to be of double room size. Bathrooms shall have only one lighting fitting. Every 20ft Portacabin shall have four outdoor lighting fittings while 40ft Portacabin shall have a total of 8. All indoor lighting fittings shall be of LED type, rated at 2000lumen. Outdoor lighting fittings shall be wall mounted with at least 1050 Lumen-energy bulb type

The CONTRACTOR shall supply and fix emergency lighting fittings in all the rooms, kitchens, gyms and worship Centres.

The CONTRACTOR shall supply and install Fire alarms system in all the rooms: one smoke detector in the rooms and one heat detector in the bathrooms. Kitchens shall have two heat detectors mounted. Manual call points, sounders and beacons shall be installed outside the Portacabin. Do not install the sounders close to the generators. The make of the fire alarm system shall be Gent or ESSER IQ-8 Quad.

The CONTRACTOR shall supply and install Eco-friendly one 1.5hp Split unit A/C in every 20ft portacabin and two in a 40ft portacabin (Product make shall be Midea or York.)

The CONTRACTOR shall supply and install one hooded type expeller fan in the kitchens. Two Insect catchers shall be installed in the kitchens and mess respectively

The CONTRACTOR shall supply and install 30litre/1500W Ariston water heater in each 40ft portacabin. However 2-20ft portacabin can share a 30litre/1500W water heater. For shared rooms, the water heater switches shall be mounted outside for easy access to both parties.

The CONTRACTOR shall supply and install Furse lighting arrestors in the roofs of the Portacabin.

The CONTRACTOR shall supply and install all earthing materials. Main earthing conductors shall have a minimum cross-section of 25 sq. mm. Secondary earthing connections shall have a minimum cross-section of 16 sq. mm. Earth electrodes shall be either heavily galvanised steel pipes 50 mm diam. x 6 metres long or 20mm (minimum diameter) copper clad earth rods (e.g. BICC Thor system). The earth reading shall have a value that ensures operation of the protective devices in the electrical system and in any case not more than 4 Ohms

The CONTRACTOR shall supply and replace all dilapidated or underrated distribution boards and TP&N (where required). All cable entries into TP&N and Distribution boards shall be bottom entry. The approved make for TP&N, breakers, fuses and Distribution Boards shall all be Hager or ABB. Every room shall have its own 32amp consumer unit. Kitchens, Gyms and other public places shall have a 100amp distribution board respectively.

## **ii. POWER HOOK -UP**

63amp ABB industrial sockets shall be used for power hook-up to the accommodation Portacabin. While 100amp ABB industrial sockets shall be used in conveying power to the Kitchen portacabins

## **v. Testing of installation work**

After completion of the installation work the Contractor shall test, at his own expense and in the presence of the Company Representative, the Insulation resistance, Earth continuity, Polarity etc. of each conduit.

The following items, where relevant, shall be tested in the sequence indicated.

- Continuity of final ring circuit conductors.
- Continuity of protective conductors, including main and supplementary equipotential bonding.
- Earth electrode resistance.
- Insulation resistance.
- Polarity.
- Earth fault loop impedance.
- Operation of residual current devices and fault voltage operated protective devices.



**vi. Identification labels for distribution boards**

The Contractor shall fill in proper identification labels for outgoing circuits.

The installation will not be accepted as completed until the Contractor has prepared and handed over to the Company a complete set of "As-built" drawings showing the exact locations of all light points, socket outlets, switches, distribution boxes etc. and the exact position of all cable and conduit runs with type, number of cores, installed length, dimensions and purpose of cable. In the case of conduit, the type and size of conduit and type number and size of wires shall be stated.

**vii. OTHER ELECTRICAL/POWER REQUIREMENTS**

The CONTRACTOR shall supply and install two generators (N+1 philosophy) for the GSA Campsite. The two shall be of the same rating. The generator ratings shall be 80kVA for 20man accommodation and 100kVA for GSA 40man accommodation.

The make of the generator shall be Caterpillar or any other approved make. Ensure the neutral of the generators are well grounded.

The CONTRACTOR shall supply and install cable route markers along the cable route.

The CONTRACTOR shall supply and install concrete slabs and backfill with sharp sands before covering with earth on fresh laying of cables.

For new plant construction, joints in cabling shall only be permitted where the route length exceeds commercially available cable drum lengths. Teed cable joints shall not be used. Cable joints shall be recorded, and their locations marked accurately on the 'As-Built' drawings

During transport, storage, and installation, cable ends of all types of cable shall be suitably sealed to avoid ingress of water.

The CONTRACTOR shall ensure that instrument, telecommunication and computer/data cables shall be laid in trenches or on trays separated from those used for HV and or LV cables.

The cable trench depth should not be less than 800mm and should be at a maximum of 1000mm deep.

Where cable trenches crossroads, an additional number of pipes (ducts), e.g. 20%, minimum 1, at normal cable laying depth, shall be provided to accommodate future cables.

The CONTRACTOR shall ensure that the generators are serviced as at when due by a qualified technician and avoid overloading.

The CONTRACTOR shall ensure a logbook is provided for the generator.

#### **H. ROOM FURNISHING:**

The contractor shall provide and install the following as minimum furnishing required in a room.

- I The bed frame of 3'6" x 6' made from High Density Fibre (HDF) wood with in-built drawers or bedside cabinet having two drawers. The bed Mattresses shall be Vita Galaxy (3'6"x6'x8"); Two Vita Foam Pillows per bed or approved equivalent
- Ii A wardrobe size of 1200x2100x600mm constructed with HDF wood with self-accessed door and lock
- Iii A reading table and chair.
- Iv Where required a 32" smart Television set (Flat Screen -LG or Samsung make)
- v Eco-friendly 1.5HP Split unit air conditional.
- vi Where required a medium size single door refrigerator
- vii A small pedal waste bin

#### **I. Others**

- i Contractor shall supply and weld water heater bracket and fire extinguisher holder to the external part of the cabin. Positions to be identify by SPDC.
- ii Contractor shall supply and apply one coat of primer and two-finish coat of dulux gloss paint or any order product as may be approved by SPDC.
- iii Contractor shall provide for color coding of all the lifting eyes.
- iv Contractor shall provide a test report of the ductility test of all the lifting eyes and all welded joint as at required by SPDC.
- v. Contractor shall be responsible for and provide for the lifting and movement and all form of logistics of procured/fabricated portacabin to site as well as positioning the portacabin in line with approved site layout plan and foundation works.

#### **2.3.4.1.2 – REFURBISHMENT OF ONSITE PORTAKABIN**

##### **STRIPING WORKS**

- The contractor shall remove existing floor, wall and ceiling finishes include rusted plates or deteriorated wall or ceiling grid members shall be removed. For the floor weld 5mm thick shaker plate as base plate. Thereafter cast

100-150mm thick reinforced concrete 1:2:4 mix. to receive tiling works. While the wall and ceiling grid shall be reconstructed to receive wall cladding and cement board

*All other Floor, wall, ceiling and other finishes requirements for new portacabin applies*

## **2.4 UPGRADE OF BLOCKWALL ACCOMODATION UNITS**

### **2.4.1 DEMOLITION WORKS**

All demolition works shall be carefully carried out manually and in line with SPDC HSE rules and regulations.

The CONTRACTOR shall carefully strip off and remove the followings: WC, Bathtub, WHB, Shower mixer, plumbing and electrical fittings, all ceiling boards and cart away from site as instructed by the Project Engineer to an approved dump site.

### **2.4.2 ROOF WORKS**

Contractor shall carry out roof leakage repairs which shall include but not limited to change out of the roof ridge cap, double lapping of the roof etc. However, any deteriorated roof truss member should be changed out.

Contractor shall supply & install 0.7mm thick Stucco Mill Aluminium roofing sheets including all necessary accessories to replace removed existing roofing sheets. The aluminium roofing sheeting shall comply with BS. 1470 quality 514 or other equivalent and approved and of the thickness specified, natural finish and fixed strictly in accordance with the manufacturer's instructions with hook bolts complete with plastic washers and covers. The sheets are to be fixed with a minimum lap of 225mm at ends and at least two corrugations at sides (double lapping).

All roofing installation works shall be carefully carried out manually and in with SPDC HSE rules and regulations

### **2.4.3 CEILING WORKS**

Contractor shall supply & install cement board on eaves of building

Contractor shall supply & install PoP ceiling in rooms & toilets

### **2.4.5 TILING WORKS**

Contractor shall carefully remove existing floor and wall tiles as well as the beds and backings of the tiles in the building

Contractor shall supply and apply new backing and beds to receive new finish

Contractor shall supply and fix ceramic wall tiles to in toilet, bathroom to ceiling level. Tiles must be approved before installation

Contractor shall supply and lay non-slip vitrified floor tiles on screeded bed. Inclusive of marching tile fittings at the corners

Contractor shall provide for floor screed (mix 1:3). 40mm thick.

Contractor shall supply and fix floor and wall tile skirting of size 6mm x 75/50mm

#### 2.4.6 **PLUMBING WORKS**

The contractor shall supply materials and completely re pipe the plumbing line using IPS rated pipes and connection

The CONTRACTOR shall supply and install all sanitary fittings/ wares, which shall include but not be limited to:

- E-100 SERIES Twyford WC (square type)
- E-100 Twyford WHB with pedestal
- Vado Shower tray
- mirror size 450mm x 600mm x 6mm
- Vado tissue holder
- Vado WHB mixer tap
- Vado shower baths
- Vado SHOWER mixer tap with single lever complete with fully recessed pole, rose and accessories (made in ITALY/approved equivalent)
- Shower curtain & pole

All pipes and fittings shall be approved by SPDC representatives prior to installation. Pressure testing shall be carried out for all piping installations

#### 2.4.7 **DOORS AND WINDOWS**

The contractor shall supply & install single HDF flush door with frame and installation accessories, lock and hinges Included of size 900mm x 2100mm on main entrance of the rooms

The contractor shall Supply and install Nigalex/EBM Aluminium Profile frame door fixed with Alucoboard panel of size 800mmx2100mm in toilet

All doors shall have a minimum of 3 no. hinges

The contractor shall supply and install Nigalex/EBM Aluminium Profile frame window with 5mm tinted glass of size 1200x1200 for rooms and kitchen and 600x900mm for toilet window

#### **2.4.8 PAINTING WORKS**

The CONTRACTOR shall carryout surface preparation of all walls which includes scrapping off, sanding down, washing with detergents and filling voids with approved filling material

The CONTRACTOR shall carryout screeding of all internal walls using PoP Cement and Screeding paint.

All paint to be used must be from SPDC's approved manufacturer (Dulux, Berger, Intercolor)

Paint shall be applied in three coats

#### **2.4.9 ELECTRICAL WORKS**

The contractor shall supply materials and carryout new piping works for Electrical, IT, CATV, fire alarm as may be directed by SPDC representative. The electrical works shall involve chiselling of walls, conduit piping, cable tray, installation of electrical fittings, earthing of building, installation of lightning arrestor, electrical tests (Earth resistance, insulation resistance, continuity, polarity and commissioning). See section (2.3.4.1.1 G) for detailed electrical works

Cable TV and IT communication systems shall be installed on all rooms

FDAS System, Fire Hose Reel and Fire Hydrant Installation systems shall be installed in the facility

#### **2.4.10 EXTERNAL WORKS**

This shall include landscaping works, Provision of concrete walkways, smoking stand, horticulture and drainages

#### **2.4.11 FURNISHING OF ROOMS**

The same as mentioned in section 2.3.4.1.1 H above

### **2.5 KITCHEN & RESTAURANT.**

The Kitchen and the Restaurant shall have separate portacabin preferably 40ft portacabin.

The placement of the Portakabin will such to promote continuous flow of activities and movement. See attached drawing showing typical Kitchen and Restaurant set-up as well as kitchen equipment layout



N/B the Kitchen Equipment shall be based on the number of personnel in a campsite

There shall be a cloak room for the kitchen staff with conveniences.

For campsite within the FLB, the personnel shall latch onto the catering services inside the FLB

## **2.7 RECREATION**

The Contractor shall provide a portacabin that will provide for Gym services as well as indoor games. Outdoor games facilities like table tennis or Snooker board shall be provided. Attached is a typical Gym Portakabin shown the gym equipment layout.

The Contractor shall periodically ensure that the Gym equipment is maintained and functional for the duration of the contract



## **2.8 LAUNDRY SERVICES**

The contractor shall provide a portacabin for laundry services and ensure that it is always functional. It is recommended that Electrolux washing, and drying machine or approved equivalent be install with adequate ironing board and pressing iron.

## **2.9 MEDICAL SERVICES.**

Contractor shall provide a portacabin for medical services. In this case a for purposes of first aid or stabilizing an injury person before evacuation.

## **2.10 UTILITIES**

Contractor is to provide adequate water and 24-hour electricity to the camp.

The CONTRACTOR shall supply and install two generators (N+1 philosophy) for the GSA Campsite. The two shall be of the same rating. The generator ratings shall be 80kVA for 20man accommodation and 100kVA for GSA 40man accommodation.

The make of the generator shall be Caterpillar or any other approved make. Ensure the neutral of the generators are well grounded.

The contractor shall sink a borehole and erect an overhead tank for purposes of ensuring adequate water supply. However, where the water quality falls below WHO recommended standard for drinking water, the Contractor shall provide a water treatment facility.

## **2.11 EXTERNAL WORKS**

Based on the approved campsite layout the Contractor shall provide concrete driveways, parking lot drainages, horticulture etc.

The Contractor shall fence the campsite using approved material – Blockwall or citadel fence with gate

## **2.12 FACILITY MANAGEMENT**

The contractor shall provide a range of services at the campsite covering management and operations of the following services.

- i. Catering and Housekeeping services. The Contractor shall perform catering work in a thorough, safe, efficient and workman like manner with due diligence and care in conformity with SPDC's instruction.
- ii. Reactive and Proactive Maintenance works: Contractor is responsible to the maintenance of the camp infrastructure and utilities facilities.
- iii. Service times – Catering which included provision of breakfast, lunch, dinner and any other adhoc meal shall be conducted for the duration of contract. 3- meals a day
- iv. General Cleaning. Contractor shall ensure that cleaning of the accommodation, recreational area, equipment, fittings & fixtures are carried out in accordance with sound hygiene practice. Contractor ensures showers, toilet areas are cleaned and disinfected daily.
- v. Laundry. Contractor shall launder linen in the campsite on daily basis and for each change of occupancy to ensure that all bedding is in clean hygienic and attractive condition.
- vi. House Keeping: The following is the minimum toiletries, bedding and linen that the Contractor shall supply in clean and good condition to the resident upon occupying the room; one flat sheet with two pillows; one bed cover; two-bathroom towels per room; laundry bag etc

- vii. Consumables: Contractor shall always ensure that there is adequate stock of consumables like toilet bath soap, toilet rolls, cleaning material and detergents, disinfectants, deodorizers etc for effective maintenance of hygiene in the Campsite.  
Room occupants shall be issued with two toilet rolls and two toilet bath soaps per week
- viii. Waste Disposal: Contractor shall have an approved waste management system and be responsible for the control and segregation of all waste generated

## **2.12 DEMOBILISATION**

Demobilisation shall include the demobilisation of all CONTRACTOR's resources from SITE, SITE clean-up, reconciliation, to SHELL's satisfaction, of any SHELL provided materials and return of surplus to SHELL's warehouse, and the production of the final report and project documentation.

## **PROVISION OF JTF LOGISTIC SUPPORT- PORTAKABIN RENTAL**

### **Article 1 GENERAL REQUIREMENTS**

The SCOPE OF WORK/SERVICE required under this CONTRACT includes but is not limited to the provision of a fit for purpose, seaworthy and sturdy Portakabin, complete with equipment and auxiliaries for the accommodation of Security personnel to be deployed in the SPDC selected locations

The CONTRACTOR shall provide all the resources including competent personnel, spare parts, tools, materials and backup equipment and support necessary to ensure the execution of the WORK/SERVICE.

The CONTRACTOR shall perform the WORK/SERVICE strictly in accordance with SECTION II- Terms and Conditions of this CONTRACT.

The Contractor must use properly skilled, experienced and suitable personnel. The contractor shall be responsible for providing adequate materials and special tools to meet all requirements of the WORK. Where required the materials supplied will be new, free from defects and suitable for their intended purposes. Contractor shall ensure the inclusion of the requirements for PPEs in the event of deployment of Portakabins in Swamp Areas

The CONTRACTOR shall be responsible for solving any problems and/or delays in the repairs/ replacement of defective items at no extra cost to the COMPANY.

The CONTRACTOR shall ensure that their personnel are capable of speaking, understanding, reading and writing in English Language.

The CONTRACTOR shall provide all SERVICES in accordance with the SECTION VI- HSSE provisions of this CONTRACT

### **Article 2**

## **ARTICLE 2 –THE WORK/ SERVICES**

The WORK/SERVICES shall be provided as required and outline below in this sub-section.



The CONTRACTOR shall provide a 40-man (or as required) capacity Portakabin accommodation for the Security personnel and shall ensure that the following facilities are available in the Portakabin:

The CONTRACTOR shall provide a 14" Television, two (2) beds and one air conditioner in each portakabin room.

The CONTRACTOR shall ensure that every Portakabin room has a toilet.

The CONTRACTOR shall ensure there is recreation room in the Portakabin. The recreation room provided shall have an adjoining toilet.

The CONTRACTOR shall provide two 50-100KVA generators which shall generate electricity for the Portakabin. Generator shall run on a 24-hour basis for the duration of the CONTRACT.

The CONTRACTOR shall supply an adequate quantity of bulbs; fluorescent tubes etc. to ensure that illumination within the Portakabin are kept fully operational.

The CONTRACTOR shall be responsible for the operation and main tenancy of the Portakabin, generators and ancillary equipment on board for the day to day running of the facility.

The CONTRACTOR shall carry out daily sanitation of the Portakabin and the general surroundings of the facility to ensure good hygienic conditions are maintained

The CONTRACTOR shall carry out treatment and safe disposal of waste using an installed biological sewage treatment plant.

CONTRACTOR shall be responsible for environmental management of the operations of receiving storing and dispensing of the fuel and water

CONTRACTOR shall at all times continue to maintain the Portacabin the condition and state at which it was first inspected and passed for mobilisation by the COMPANY.

### Article 3

#### **SERVICES PROVIDED BY COMPANY**

COMPANY shall inspect the Portakabin to ensure that it is fully equipped and meets the requirements as detailed in Article 2 above.

The WORK/SERVICE shall be all inclusive except for the provision of fuel and water. The COMPANY shall provide the CONTRACTOR with fuel and water for running the generators and the facility when the Portakabin is at COMPANY location

## **2. CATERING/HOUSEKEEPING SERVICES**

### **2.1.6 Good nutritious food – Catering and dining**

Having sufficient nutritious food and drink is essential for the health, morale and productivity of workers. All workers should have access to nutritious, healthy food served at regular times throughout the day.

Eating good food at shared mealtimes should be a social experience. A range of food and drink should be provided, including choices appropriate to specific religious or cultural groups.

A specialist catering designer, facilities manager and catering contractor should be consulted to ensure proper

catering, kitchen and dining hall design and operations.

#### *2.1.6.1 General recommendations:*

- Specific catering requirements, such as the quantity, diversity and nutritional quality of foods should be identified early in the process.
- The number of persons, cultural variety and shift model should be adequately provided for in the catering arrangements.
- Catering and dining facilities should be designed to be large enough and well equipped to adequately serve the amount of food required by all workers in a timely and sociable manner.
- Quality facilities management is in place to ensure cleanliness and hygiene within the kitchen and dining areas. All kitchen staff are trained in the safe handling of food.
- A mechanism to allow two-way communication on dietary requirements especially regarding health and religious restrictions is recommended.

#### *2.1.6.2 Food Preparation*

- All kitchen and dining facilities design should be based on the critical controls in the Hazard Analysis Critical Control Point (HACCP) system and comply with Shell Food and Drinking Water Safety Guide.

### **Article 1 GENERAL REQUIREMENTS**

The SCOPE OF WORK/SERVICE required under this CONTRACT includes but is not limited to the provision of a fit for purpose, seaworthy and sturdy Houseboat, complete with equipment and auxiliaries for the accommodation of Security personnel to be deployed in the SPDC specified location

The CONTRACTOR shall provide all the resources including competent personnel, spare parts, tools, materials and backup equipment and support necessary to ensure the execution of the WORK/SERVICE.

The CONTRACTOR shall perform the WORK/SERVICE strictly in accordance with SECTION II- Terms and Conditions of this CONTRACT.

The Contractor must use properly skilled, experienced and suitable personnel (Please define the level of competence required). The contractor shall be responsible for providing adequate materials and special tools to meet all requirements of the WORK including personnel preventative equipment not limited to life vests and life jackets. Where required the materials supplied will be new, free from defects and suitable for their intended purposes

The CONTRACTOR shall be responsible for solving any problems and/or delays in the repairs/ replacement of defective items at no extra cost to COMPANY.

The CONTRACTOR shall ensure that their personnel are capable of speaking, understanding, reading and writing in English Language.

The CONTRACTOR shall provide all SERVICES in accordance with the SECTION VI- HSSE provisions of this CONTRACT

### **ARTICLE 2 –THE WORK/ SERVICES**

The WORK/SERVICES shall be provided as required and outlined below in this sub-section.

The CONTRACTOR shall provide a 40-man capacity Houseboat accommodation for the Security personnel and shall ensure that the following facilities are available on the Houseboat:

The CONTRACTOR shall ensure that all passengers and crew on board the Houseboat has the necessary PPEs such lifejackets, life vests, etc.

The CONTRACTOR shall provide a 14" Television, two (2) 6-spring beds and one air conditioner in each Houseboat room.

The CONTRACTOR shall ensure that every Houseboat room has a toilet.

The CONTRACTOR shall ensure there is recreation room in the Houseboat. The recreation room provided shall have an adjoining toilet.

The CONTRACTOR shall provide two 50-100KVA generators which shall generate electricity for the Houseboat. Each generator shall be on two separate pontoons. Generator shall run on a 24-hour basis for the duration of the CONTRACT.

The CONTRACTOR shall be responsible for the operation and main tenancy of the Houseboat, generators and ancillary equipment on board for the day to day running of the facility.

The CONTRACTOR shall carry out daily sanitation of the Houseboat and the general surroundings of the facility to ensure good hygienic conditions are maintained

The CONTRACTOR shall carry out treatment and safe disposal of waste using an installed biological sewage treatment plant.

CONTRACTOR shall be responsible for environmental management of the operations of receiving storing and dispensing of the fuel and water

CONTRACTOR shall at all times continue to maintain the Houseboat in the condition and state at which it was first inspected and passed for mobilisation by the COMPANY.

### Article 3

### **SERVICES PROVIDED BY COMPANY**

COMPANY shall inspect the Houseboat to ensure that it is fully equipped and meets the requirements as detailed in Article 2 above.

The WORK/SERVICE shall be all inclusive except for the provision of fuel and water. The COMPANY shall provide the CONTRACTOR with fuel and water for running the generators and the facility when the Houseboat is at COMPANY location

## **3. PROVISION OF CATERING/HOUSEKEEPING/LAUNDRY (Auxiliary Service or Standalone)**

### **ARTICLE 1 – GENERAL**

- 1.1 The CONTRACTOR shall provide the WORK in accordance with the CONTRACT.  
The services to be provided are Catering/Housekeeping, Laundry and Housekeeping Waste management & gardening services at THE COMPANY BASE.
- 1.2 THE COMPANY shall have the right to increase or reduce the number of Government Security Forces that use the catering facility during the period of agreement. THE COMPANY shall pay the CONTRACTOR in accordance with the rates contained in Section IV - SCHEDULE OF PRICES.

- 13 It is the objective of THE COMPANY to ensure provision of good quality food and service commensurate with its status as an employer. The CONTRACTOR shall be required to provide a high-quality cuisine and service, a high standard of presentation and extensive variety. Customer service shall be caring, responsive and as personal as circumstances permit. An imaginative, innovative and highly professional approach to food preparation, delivery and service is required.
- 1.4 The CONTRACTOR shall provide and mobilize all resources including labour, consumables, materials, equipment and transportation necessary to perform the SERVICE in accordance with the CONTRACT.
- 1.5 The CONTRACTOR warrants that the WORK shall be performed in a safe manner to the required standards, using good working practices by properly skilled, experienced and suitable personnel and that materials supplied shall be new, free from defects and suitable for their intended purpose, while foodstuffs supplied shall be fresh, of good quality, free from contamination and fit for human consumption.
- 1.6 The CONTRACTOR shall ensure that all Supervisory personnel employed for the WORK are capable of speaking, understanding, reading and writing the English Language satisfactorily. THE COMPANY shall have the right to trade test randomly any staff proposed for engagement under this contract.
- 1.7 The CONTRACTOR shall provide a full complement of SERVICE TEAM that shall be responsible for preparing and serving meals to the following third parties including general up keep of the restaurant facilities;
- SPY police force
  - Naval men
  - Army personnel
  - NPF (MOPOL)
  - Such additional security personnel as may be stationed at the location(s) from time to time either by THE COMPANY, by the State authorities, or by the Federal Government of Nigeria.
- 1.8 The CONTRACTOR shall provide fresh foodstuffs and cleaning consumables and stock them in a professionally acceptable manner and contractual quantities.
- 1.9 The CONTRACTOR guarantees that each meal shall have sufficient food ingredients. High standard of meal preparation, taste and presentation is required in all locations.
- 1.10 The CONTRACTOR shall provide the following services:
- (a) BREAKFAST: breakfast shall be a standard English breakfast.
- (b) LUNCH AND DINNER: The Lunch and Dinner shall be a three-course meal consisting of:
- Freely available freshly baked or plain bread or rolls with butter and salad (at least 5 vegetable choices including 1 green leafy vegetable) or soup as starter.
  - A-Three course (Continental or national) main dish.
  - Fresh fruit or ice cream or equivalent as sweet. Canned fruit shall be restricted to contingency stocks used only when logistics failed, and fresh fruit is unavailable type of fruit shall be varied on a daily basis.
- (c) MID-NIGHT PACKS:
- Mid-night meals/packs which shall be served to authorized personnel shall include either of the following, but not limited to the sample state below:
1. Chicken pepper soup and yam (Ukodo)
- Or

2. Fresh fish pepper soup (Ukodo)
- Or
3. Fried rice/hamburger with potato chips
- Or
4. A flask of brewed beverage (tea or coffee or Milo/Bournvita) and sandwich

**(d) SNACKS**

Provision of snacks such as sandwiches, sausage rolls, rice fruit cake, jam tart, shepherd's pie, doughnut, etc shall be on request.

**1.2.2 TRAVELLING PACKS**

Provision of traveling packs which will be on request shall consist of

- I. Either fried rice or jollof rice with dodo
- II. Either fish or chicken with 2pcs of beef
- III. Fruit juice (1 standard pack)
- IV. Bottled water (large size)
- V. Bread sandwich
- VI. Sweet (paw-paw slice or pineapple ring or orange or banana or apple or watermelon).

**1.2.3 BUFFET MEALS**

Provision of buffet lunch/dinner on request.

**1.2.4 SPECIAL MEALS**

- (i) The CONTRACTOR shall during special events such as Xmas, National day New year, Eid-el-Fitri, Eid-El-Kabir, etc. decorate the messes to enhance the social atmosphere of the season and may be required to prepare special buffet meals for authorized staff at no extra cost.
- (ii) The CONTRACTOR shall provide on request, specialized dishes for any of the JTF personnel who are for medical or any other reason authorized by the company representative unable to partake in the normal menus. For example, a vegetarian or a diabetic patient, or sodium/pepper restricted patients.

1.11 The cost of the meal shall include cost for providing the following additional services:

Cleaning of the restaurant facilities – This shall include daily cleaning, and monthly deep cleaning

- Restaurant dining setting
- Restaurant arrangement for meetings
- Cleaning of the dining area after any Company function
- Daily waste management (handling and cart away including provision of colour coded waste bins)
- Provision of tablecloths (fabric/colour shall be duly approved by Company representative)
- Light kitchen equipment including service items, other light kitchen equipment for food preparation and services
- 
- General cleaning of the restaurant environment including maintenance of the flowers
- Provision of labour for the above services, gardening and any other services incidental to the provision of Catering services in the location

1.12 The housekeeping services is for an average of 30 rooms (40-man Portakabin / Houseboat. This will involve daily room cleaning, sweeping, scrubbing, cobwebs removal, change bed linens (bed sheets, cover clothes, towels, etc), provision of toiletries (toilet roll, toilet soap, cotton buds), etc. The total cost for housekeeping

services shall be all-inclusive i.e. cost of labour, light equipment, toiletries, consumables, linens, beddings and any other cost incidental to the provision of these services

- 1.13 Laundry services shall include but not be limited to laundry of resident security personnel uniforms, personal clothing, coveralls, beddings, linens, table clothes, curtains and all other items used on the location. The total cost for laundry services shall be fully inclusive of all costs of whatever nature incurred by the CONTRACTOR in the provision of the WORK in accordance with the CONTRACT.
- 1.14 All cost for meals, housekeeping and laundry services shall be all inclusive, i.e. the cost shall include but not limited to equipment, consumables, ingredients and their procurements, labour and Supervision, uniforms and associated Welfare payments, benefits including END OF CONTRACT BONUS, transport and all other items and resources necessary for the provision of the WORK in accordance with the requirements of the CONTRACT
- 1.15 The CONTRACTOR may also be required to provide ad hoc Catering services. These services shall be on call-off basis and shall be treated as such.

## **ARTICLE 2 - CATERING, LAUNDRY AND HOUSEKEEPING WORK**

### **2.1 Field Catering**

The Houseboat/Portakabin is a residential facility for 7 days a week activity. The CONTRACTOR shall be required to provide Catering, housekeeping and laundry services 7 days a week in this location.

#### **2.1.1 General**

CONTRACTOR shall serve meals to authorized persons only in the Location. Meals shall be served in the messing facility provided in the Houseboat / Portakabin or as advised by the Site Representatives for ad hoc services outside the facility. Supplying and maintaining in a serviceable condition, all necessary and adequate stocks of kitchen and dining equipment (as described in Appendix 1, item (2) & (3)) and all heavy equipment provided by THE COMPANY including but not limited to pots, pans, cookware, small kitchen tools, utensils, glassware, crockery, cutlery, ice makers, microwave ovens, drink dispensers for squash, juices, milk, tea, water and other necessary items not provided by THE COMPANY.

- 2.1.2 CONTRACTOR shall provide all items to be provided by the CONTRACTOR shall be new at commencement of this contract and shall be responsible for replacement of all his items when required.
- 2.1.3 Supplying and maintaining in a hygienically clean and presentable condition all; gloves, clothing, uniforms and kitchen linen required and that shall conform to health and industrial regulations. Uniforms shall consist of clean and ironed aprons, smocks, shirts, trousers, and appropriate footwear. Headgear shall be worn in all food preparation areas, serving and messing areas. CONTRACTOR shall provide all items in new condition at commencement of this contract and shall be responsible for replacement of all items when required.
- 2.1.4 CONTRACTOR shall always ensure that suitable headgear be worn in all food preparation areas by all PERSONNEL and visitors entering a food preparation area and that CONTRACTOR provide disposable headgear to all visitors to food preparation areas.
- 2.1.5 CONTRACTOR shall ensure that all PERSONNEL always observe the highest standard of personal hygiene.
- 2.1.6 CONTRACTOR shall have available the full range of choices continuously during each meal period.
- 2.1.7 CONTRACTOR shall ensure a regular delivery schedule of food, material and supplies is maintained through utilization of air, sea and land shipping.

- 2.1.8 CONTRACTOR shall supply the highest quality, attractive, professional menu holders to display the daily breakfast, lunch, evening menu and midnight meal and shall not be used at the same location longer than six months. Each menu shall be in a standard format used by all dinning locations and printed using color ink.
- 2.1.9 CONTRACTOR shall provide new items for decorations, displays, table linen and all other items necessary for ambience improvement of dining area. Decorations and displays shall be changed in the dining area at least every quarter (3 months) with suitable replacement.
- 2.2 **Personnel To Be Served Meals**  
CONTRACTOR shall be responsible for the accurate recording of the people (Government Security Forces) being served meals for statistical information and CONTRACTOR's compensation for WORK. Each personnel shall fill the recommended meal sheet during every meal.
- 2.2.1 **Location Residents**  
CONTRACTOR shall serve residents three (3) full meal per day (hot or cold as need arises) plus the option of receiving a packed meal in lieu of a meal. Each resident shall sign the day's meal sheet when such service is received.
- 2.2.4 **Preparation and Service of Meals**
- 2.2.4.1 CONTRACTOR shall professionally and properly prepare all foods from high-grade ingredients using qualified cooks and assistants under the supervision of experienced and qualified staff and chefs.
- 2.2.4.2 CONTRACTOR shall provide meals that are served by dining room attendants in a presentable, clean and hygienic fashion and shall have three sets of different uniforms that are replaced at least every six months.
- 2.2.4.3 Salads, fruits, sweets, cakes, pastries, ice-cream etc., may be self-service from laid out presentation tables with appropriate containers and equipment or may be served by dining room attendants as directed by THE COMPANY REPRESENTATIVE.
- 2.2.4.4 Without exception CONTRACTOR shall ensure that each food service point is always attended and supervised. Continuously during the meal period CONTRACTOR shall ensure that the dining room attendant's provide prompt service to all dinners and that service counters are checked and cleaned, and that items on display be replenished as required on a timely basis.
- 2.2.4.5 CONTRACTOR shall ensure that a senior member of staff is on duty during mealtimes in the dining room to ensure that CONTRACTOR's supervision in each area, presentation, table service, availability and quality of food remains at a constant high standard throughout the meal service.
- 2.2.4.6 CONTRACTOR shall not impose a limit on the amount of food that any person may consume in any mess hall.
- 2.2.4.7 Kitchens and dining facilities shall operate seven (7) days per week and shall upon reasonable notice produce meals at other times as directed by THE COMPANY REPRESENTATIVE
- 2.2.4.8 CONTRACTOR shall provide bottled water when sterilized water is not available. Cost of bottled water shall be charged separately. Water used in the cooking process, ice machines and final rinse of vegetables, rice and other raw foods shall be treated and sterilized prior to usage
- 2.2.5 **Dining Room Hours of Operation**  
CONTRACTOR shall serve meals and operate restaurant at the following times:
- |           |       |        |
|-----------|-------|--------|
| Breakfast | Lunch | Dinner |
|-----------|-------|--------|



06.00 – 08.00hrs

11.30-13.30hrs

18.30 – 20.30hrs

THE COMPANY REPRESENTATIVE reserves the right to alter meal hours but will provide CONTRACTOR with reasonable notice of any such requirements.

#### 2.2.5.1 Food Specifications

All commodities shall be of the best grade choice and of good quality. The classification of food items and quality criteria shall be as recommended by THE COMPANY Authorized Representative. Where the stated quality is unavailable in the market, the supply of an alternative quality by the CONTRACTOR shall be as directed by THE COMPANY Authorized Representative.

Specific requirements within the above food standards are:

#### A). Meat

Include beef, veal, lamb (mutton), Goat meat, Pork as well as Ox offal's (Trip, Tongue, Cowlegs, Oxtails, Kidney, Liver and Heart)

##### Quality Guide

1. Lean beef should be bright red
2. Lean flesh of veal/pork should be pale pink, firm not soft or flabby.
3. The flesh of lamb/mutton should be firm and dull red colour
4. Crust surface of meat must not be dry, but moist
5. The fat should be firm, smooth, brittle in texture, creamy white in beef, pinkish white in veal, clear white in lamb and pork.
6. Trip and Tongues must have pleasant smell and must be blanched before cooking.
7. Liver should appear fresh and not stale, smooth in texture with an attractive colour but not greenish.
8. Kidney should be deep red, pleasant smell and covered in fat to be removed just before use
9. Hearts should not have an excessive amount of fat and should be moist when cut.

#### B) Fish

Includes Fresh water fish e.g. Croaker Red snapper Barracuda Shine nose Catfish and Tilapia white fish and company fishes.

##### Quality Guide

1. Bright prominent eyes
2. Gills should be bright red in colour
3. Firm and non-resilient flesh with pleasant fishy smell
4. Plentiful supply of scales on scaly fish.
5. Skin freshwater fish should be smooth and moist
6. Company fish should be alive when bought.
7. Medium sized fish are preferred to large fish.

#### C) Poultry

Includes Chicken, &, turkey, imported chicken parts shall not be accepted.

##### Quality Guide

1. Chicken can be broiler, cockerels or old layers but not less than 1.2 kg/bird.
2. Birds must be free from any unpleasant odour, firm flesh and no trace of blue or greenish tinge.
3. Chicken/Turkey breastbone and beak should be pliable, breast plump, smooth legs, short spurs and soft feet.



**D) Vegetables and Fruits**  
**Types of varieties acceptable are**

1. Roots, bulbs and tubers Carrots, Turnips, beetroots, radishes, parsnips, potatoes, yam artchokes, onions, garlic leeks, shallots, aubergine.
2. Green Vegetables Cabbage, Lettuce, Sprouts, Spinach, Cauliflower, Broccoli, Cucumber, Asparagus, Turnips, Marrow, Swede, Courgettes, Broad beans runner/French beans, leek, Mushrooms, Okro (ladies' finger), Corn.
3. Pulse Vegetables, Peas, Cowpea (brown) runner beans, haricot beans, lentils.
- 4a Fresh Fruits Oranges, Pawpaw, Pineapple, Watermelon, Lemon, Grape, Grapefruit, Tangerines, Apples, Pears, Cherries, Apricots, Peaches, Strawberries, etc.
- 4b Dried Fruits/Nuts, Sultanas, Currants, raisins, figs, prunes, almond, chestnuts, walnut, peanuts, coconut, etc.

**Quality Guide**

1. Root vegetables must be firm, free from soil and spade marks
2. Green vegetable must be fresh, leave bright colour and crisp
3. Pulse vegetable should be crisp and of medium size, beans not shringy and not infested by weevils.
4. Fresh fruits must not be too ripe when bought and not bruised.
5. Dried fruits and nuts must be of good size, heavy but no sign of mildew.

**E) Canned/Packed Goods**

All canned goods such as tinned meat, fish, frozen chicken and purees, etc. must be of first-class grade with country of origin and expiring dates clearly marked on the label. All canned/bottled products must have NAFDAC registration numbers.

**F) Fats and Oil**

- 1 Only corn oil and margarine shall be used as frying medium
2. Poly unsaturated fats (vegetable oil) such as soya bean oil and groundnut oil shall be used for food preparation.
3. Fats and oil must smell fresh and look creamy.
4. Taste must be pleasant and not rancid.

**G) Dairy Products**

This include milk, milk products and eggs.

**Quality Guide**

1. Milk could be fresh or tinned evaporated or powdered.

2. Cream/cheese should not give off an over strong smell or any indication of ammonia.
3. Eggs should feel heavy and if held to light, it should be slightly translucent with no black specks showing.

#### **H) Herbs, Spices and Condiments**

Includes:

1. Herbs - Bay leaves, celery seeds, chives, marjoram, mints, parsley, sage arragon, thyme curry.
2. Spices - Puments, cloves, cinnamon, utrinegs, coriander, singer, chillies, sposume.
- 3 Condiments - Salt, Pepper, Paprika, Mustard, etc.

2.2.5.2 The CONTRACTOR shall list all proposed suppliers, which shall be checked and approved by THE COMPANY Authorized Representatives

2.2.5.3 The CONTRACTOR shall make available to THE COMPANY, or its agents, at such times as THE COMPANY may direct, such recipes, presentations and other necessary information as may be required by THE COMPANY.

#### **2.2.6 STOCK LEVELS AND AUDIT**

2.2.6.1 The CONTRACTOR shall be responsible for the proper care and control of the stocks.

2.2.6.2 The CONTRACTOR shall, at all times, ensure that there are adequate stock products to last for at least 14 days. THE COMPANY shall randomly check and officially audit that these levels of stock are being maintained.

#### **2.3 Field Accommodation**

2.3.1 House-keeping Services

The following is the minimum toiletries, beddings and linens that CONTRACTOR shall supply in a clean and good condition to the resident upon occupying the room:

- One (1) mattress pad to fit each bed
- One (1) flat sheet with Two (2) pillowslips for each bed
- Two (2) cover sheets (with sandwiched blanket between the 2) for each bed
- One (1) bed cover (Throw over) for each bed
- Two (4) bath towel
- Two (4) face towels
- Two (4) hand towels
- One (2) blanket
- One (1) metal wastepaper bin
- One (1) shower curtain
- One (1) laundry bag (labelled with camp and room number)
- Two (4) tablets of toilet soap per week
- Two (4) rolls of toilet paper
- One (1) floor towel

In addition to the above CONTRACTOR is required to provide two large bottles (1.5ltr) of water to each occupied room daily.

- 2.3.3 The only persons permitted to enter accommodation units other than residents, shall be:
- (a) THE COMPANY's maintenance staffs or CONTRACTOR's whilst engaged in their official duties.
  - (b) CONTRACTOR's cleaning and maintenance staff whilst engaged in their official duties
  - (c) CONTRACTOR's REPRESENTATIVE and THE COMPANY's REPRESENTATIVE for room inspections.
  - (d) THE COMPANY's Security and Safety employees, in the event of any emergency situation or matter requiring investigation as a result of theft, wilful damage or any such occurrence. Where practical both CONTRACTOR's REPRESENTATIVE and THE COMPANY's REPRESENTATIVE will be present during any security investigation
  - (e) No other entry shall be allowed to any room without prior notice to, or permission from the resident(s).
- 2.3.4 CONTRACTOR shall provide and install in each room a notice detailing:
- (a) Laundry and cleaning timetable.
  - (b) Fire and security procedures.
  - (c) Emergency phone numbers.
- 2.3.5 CONTRACTOR shall upon THE COMPANY REPRESENTATIVE's request distribute to all Location rooms, various memos, leaflets and information for the residents
- 2.3.6 CONTRACTOR shall be responsible; for ensuring that peace and quiet is maintained, for control of the TV/Video system, for checking all CONTRACTOR's offices and buildings at regular intervals, for closing up of recreation facilities and for typical surveillance duties.
- 2.3.7 CONTRACTOR shall police the dining rooms to ensure that only authorized persons are provided with meals and that the camp rules in regard to dress and behaviour in the mess, are observed at all times. CONTRACTOR shall be responsible for the control and security of all CONTRACTOR's supplied EQUIPMENT, materials, utensils, foodstuffs and consumables
- 2.3.8 CONTRACTOR shall be responsible for reporting to THE COMPANY's Security Department and THE COMPANY's REPRESENTATIVE, as a matter of priority, all incidents of theft, vandalism, property damage, or any occurrences requiring investigation

## **2.4 CONTRACTOR Provided Items In Accommodation Rooms**

CONTRACTOR shall provide at commencement of this CONTRACT new items with quality levels acceptable to THE COMPANY REPRESENTATIVE and shall maintain for the duration of this CONTRACT in excellent condition the following items for accommodation rooms:

- (a) All bed linens shall be of high quality, based on Pre-tender samples
- (b) Blankets shall be machine washable 50-50 blend, machine washable nominally sized at 1800mm x 2300mm of high quality.
- (c) Bed covers shall be of good quality, based on approved pre-tender samples
- (d) Bath towels and shall be 100% combed cotton 700mm x 1350mm of high quality based on pre-tender samples
- (e) Laundry Bags shall be of good quality and sample must be approved by THE COMPANY Representative
- (f) Soap and shall be standard 100-gram cake of good domestic quality, Lux, Palmolive, Imperial Leather
- (g) Toilet paper and shall be of high quality, soft, and pure white (preferable "TRUST BRAND")
- (h) Metal (Chrome) wastepaper bins with pedal (12 litres: H40cm, Diameter 25cm) and shall be of good quality, commercial standards.
- (g) Provide daily 1.5 lt. bottles of water.

## **2.5 Laundry Operations**

CONTRACTOR shall provide PERSONNEL, supervision, chemicals, detergents, consumables, laundry bags for residents' use, equipment required other than that provided for by THE COMPANY and all other things necessary to carry out laundry WORK.

- 2.5.1 CONTRACTOR shall provide the following laundry services:
- (a) Service CONTRACTOR's own laundry requirements including ironing of all uniforms worn by CONTRACTOR's employees.
  - (b) Laundry residents bath towel, PERSONNEL and work clothing seven (7) days per week.
  - (c) All Field staff and guest's laundry shall be ironed,
  - (d) Return to clothing's to residents within 24 hours of collection. Clothing's must be well laundered, ironed and neatly folded or hanged with the appropriate laundry bag.
  - (e) Launder bed linen every day and when current resident vacates the room.
  - (f) Launder Blankets as necessary and/or when resident vacates room, but not less than once every month.
  - (g) Provide domestic iron and ironing boards and irons on loan basis to resident who wish to do their own ironing.
- 2.5.3 CONTRACTOR shall provide laundry services for tablecloths and related items used from time to time in THE COMPANY Site offices located at each camp
- 2.5.4 CONTRACTOR shall reimburse residents the replacement cost for all laundry that is lost or damaged by CONTRACTOR.

## 2.7 Expiry Dates

When the CONTRACTOR uses packed perishable products, all such products shall display labels of expiry date, be safe and fit for human consumption. Any product with defaced expiry date shall automatically be rejected. No attempt must be made to alter or deface expiry date labels. All products that have passed their expiry date(s) must be disposed of by burying in liaison with MEDICAL Department and in accordance with THE COMPANY waste management system.

## 2.8 DELIVERIES AND STORAGE

The CONTRACTOR shall be responsible for checking quality, quantity and where applicable the temperature of the goods (frozen or chilled products).

- 2.81 Except where a manufacturer makes a specific storage temperature recommendation, storage within the following ranges of temperature is required:

FROZEN PRODUCTS	-18°C
CHILLED PRODUCTS	-1°C TO +1°C
ITEMS REQUIRING REFRIGERATION:	-1°C TO 4°C

**NOTE:** The CONTRACTOR must use separate refrigerators for cooked and raw foods. Domestic refrigerators shall not be used for industrial purposes.

- All foods must be wrapped/covered separately and where appropriate, placed on separate trays.
- All foods i.e. Fish, Meat, cooked and uncooked food items shall be stored separately.
- Eggs must be stored in clean and washable storage egg racks.
- If shelves have been used for raw foods, remove and thoroughly disinfect before using for cooked foods.

The **CONTRACTOR** shall defrost refrigerators weekly and thoroughly clean using a suitable disinfectant on the internal surfaces.

- All food handlers must be fully instructed in the use of each refrigerator to avoid raw and cooked foods becoming mixed.
- Under NO circumstances must food be RE-FROZEN after being THAWED.

- All delivery areas must be kept clean and free from waste materials.
- Food must not be left open to possible contamination.

## **2.9 STOCK ROTATION, STORAGE AND CLEANING**

The CONTRACTOR must ensure that cross-contamination does not occur during delivery, stock rotation and storage.

- New stock must be placed behind/beneath old stock in store or refrigeration.
- In freezers, new stock must be placed below or behind older stock.
- All dry goods must be checked weekly for signs of infestation and use by dates where applicable.
- All left over foods must be discarded.
- Refrigerated goods must be checked daily for quality and dates. Frozen goods to be checked weekly.
- Stock must be stored off the floor, on racks, plastic duckboard or pallets. Racks of adequate capacity must be provided for these purposes.
- All opened food products and those in inadequate packing must be kept in suitable containers and these must be kept scrupulously clean.
- Cleaning chemicals and materials must never be stored in close proximity to food or food equipment.
- Storage containers must be washed out when empty and allowed to run down completely to facilitate regular cleaning.
- Frozen vegetables must not be accepted if its temperature is over 1°C.
- Delivery of frozen or chilled products must be made to appropriate storage areas within a suitable length of time.

Products in dented or rusted cans should not be used

- All storage rooms/areas shall be cleaned daily
- All refrigerated storerooms must be defrosted weekly
- All goods held in the stores, the bulk cold room or the deep freezer must be properly stored
- All stocks must be rotated on the first in first out (FIFO) principle.

## **2.11 RELATED WORK**

### **2.11.1 EQUIPMENT MAINTENANCE**

### **2.11.2 WORKING EQUIPMENT/MATERIALS**

During the period of this Agreement, the CONTRACTOR shall provide all working equipment, materials and safety wears necessary for the various categories of staff for the provision of the services in accordance with the CONTRACT.

### **2.11.3 PROVISION OF HOUSEHOLD EQUIPMENT AND MATERIALS**

The CONTRACTOR shall provide the household equipment, furniture and materials included in Appendix III - 4 list of Household Materials and Equipment. The CONTRACTOR shall replace all damaged or unserviceable household Materials and Equipment.

### **2.11.4 Consumables**

The CONTRACTOR shall for the period of Agreement, provide all cleaning equipment/consumables and materials in sufficient quantity to ensure high level of cleanliness/hygiene within the LOCATION facilities. Such materials shall include but not limited to toilet soaps, brushes, air fresheners, liquid wash, long, hygienic and heavy-duty mop brushes, mopping buckets, cobweb cleaners, toilet rolls, disinfectants, etc. The

contractor shall also provide nylon washable shower curtains in all the cloakroom bathrooms and replacement shall be as required.

The CONTRACTOR shall also provide soap, good quality toilet papers (preferably “trust toilet roll” or any other approved white and soft toilet rolls) and additional hand towels (for general use by the personnel) in sufficient quantities to ensure that a high standard of hygiene is maintained.

#### **2.11.6 Light Equipment**

For the period of Agreement, the CONTRACTOR shall provide all light equipment with the exception of those specifically to be provided by THE COMPANY in accordance with Section III - Scope of Services. The light equipment to be provided by the CONTRACTOR shall include but not be limited to crockery, cutlery, toasters, microwave oven, kettles, glasses, plates, tablecloths and all other items necessary for the running of the messing facilities. A list of all utensils/equipment to be provided by the CONTRACTOR is included in Appendix III.4 - list of Household Equipment and Materials. The quality and standard of above shall be approved by THE COMPANY Representative prior to mobilization. Samples of item to be used on the contract shall be presented for approval prior to being brought to site.

### **ARTICLE 3 - CONTRACTOR CREW**

- 3.1 Every day during the period of the agreement, the CONTRACTOR shall provide a CREW made up of an agreed number of personnel to provide catering/housekeeping, equipment maintenance, waste management and other related activities within the restaurant. The CONTRACTOR CREW shall essentially comprise of but not limited to a Camp boss, Chief Cook/Chef, Cooks, Restaurant Stewards, waste attendant, Stewards, Helpers (kitchen helpers/Cleaners), Technician, HSE Officer, and any other required personnel not in the category listed.

**Note:** It is important that at least 3 (three) of the members of the CREW are qualified FIRST AIDERS who may be called upon to assist in case of emergencies.

- 3.2 No ALTERATION/CHANGE shall be made to the CONTRACTOR CREW in the LOCATION without the prior written approval of THE COMPANY.

In the event that the full complement of the CONTRACTOR CREW as stated in the LOCATION DATA SHEET is not available any day, THE COMPANY shall reduce the fixed charge paid for the CREW MEMBER in accordance with the provisions of Section IV - SCHEDULE OF PRICES to be submitted by the CONTRACTOR.

#### **3.3 DESIGNATION/QUALIFICATIONS OF CONTRACTOR CREW**

The CONTRACTOR personnel shall have the following minimum qualification for each category as set out in the table set out below:

DESIGNATION	CATEGORY	MINIMUM QUALIFICATION / EXPERIENCE
Camp boss	Managerial	B.Sc. Hotel & Catering Management/ (10 years' experience in the Industry, in at least 2 recognised establishments) and 2 years HSE experience. Must have at least attended and passed 2 Nigerian Safety Institute (NSI) basic HSE courses.
Chief Cook / Assistant Camp boss /HSE officer	Supervisory	Diploma Hotel/Catering/ (6 years' experience in the Industry gained in at least 2 recognised establishments). Must have experience in Continental and National meals
Cooks	Skilled	Diploma Hotel/Catering/ (Over 5 years in the Industry in at least 2 recognised establishment)
Head Housekeeper	Skilled	Diploma in Hotel Management (5 years hotel experience)
Head Laundryman	Skilled	O Level (WAEC- 2 Credits and 3 passes plus 5 years hotel experience)
Assistant Cooks	Semi-skilled	O Level (3 passes plus 3 years in recognized Catering establishments)
Laundrymen	Semi-skilled	O' Levels
Housekeepers (Room steward)	Unskilled	O' Levels
Waiters/Stewards	Unskilled	O' Levels
Helpers/Cleaners	Unskilled	O' Levels
Gardner/waste handler	Unskilled	O' Levels

- 3.4 The CONTRACTOR shall enter into Appendix III.5, the names and C.V. of the Camp boss and other personnel to be used for the provision the services under the contract. THE COMPANY shall have the right to interview and approve the CONTRACTOR PERSONNEL prior to acceptance to work under this CONTRACT.

CAMPBOSS will be in-charge of all activities in the LOCATION. He/she shall supervise the cooks, stewards, helpers, laundry men and maintenance operations and shall be responsible for checking in THE COMPANY personnel into rooms/chalets. He/she shall take directives from THE COMPANY Authorized Representative. He/she shall act as the CONTRACTOR'S Health, Safety Environmental and Security Officer at this LOCATION.

CHIEF COOK/CHEF (National/Continental meals) shall be the most experienced of the National/Continental cooks and be able to manage other cooks and all kitchen affairs. Both the Chief Cook and cooks shall be well experienced, capable of preparing high standard national dishes and continental cuisines such as Chinese, Lebanese, Italian, French and British cuisines dishes to acceptable international standards. The Chef shall have a minimum of 5 years' experience in industrial catering and must be able to demonstrate proficiency in National/continental delicacies across the country (Nigeria). The Chef shall also act as the Assistant Camp boss.

RESTAURANT STEWARD shall be responsible for setting up dining areas for regular meals and during special THE COMPANY functions. He/she shall also be responsible for clearing dining items, e.g. trays, plates, etc and provision of water and other required drinks. He/she shall be responsible for Government Security Forces personnel needs during dining hours. He/she shall be smart, neatly dressed and be able to write and speak the English Language fluently and must be of high integrity.



HELPERS (KITCHEN/CLEANING): Helpers shall comprise of both kitchen helpers and cleaners. The kitchen helpers shall be answerable to the cooks based on work distribution, and the cleaners shall be answerable to the Housekeeping Supervisor.

- 3.5 The CONTRACTOR'S KEY PERSONNEL in the LOCATION shall be the Camp boss, Chefs and Technician. These 6 members of the CONTRACTOR'S CONTRACTOR CREW must not be changed without prior approval by THE COMPANY authorized representative.

### **3.6 METHOD OF WORKING**

- 3.6.1 The CONTRACTOR shall provide catering and housekeeping services daily, 7 days a week, and as may be required starting from 0600 hours to 2200hours and until all utensils, plates, etc, have been cleared, washed and the dining hall and kitchen tidied up.
- 3.6.2 The CONTRACTOR shall be responsible for the administration of the CONTRACTOR CREW in respect of leave and off duties and shall ensure that the welfare of the CONTRACTOR PERSONNEL is adequately catered for. The CONTRACTOR shall work out an appropriate leave roaster for his personnel. Each CONTRACTOR PERSONNEL is entitled to a minimum of (2) weeks paid leave per annum.

### **3.7 MISCELLANEOUS OBLIGATIONS OF THE CONTRACTOR**

- 3.7.1 The CONTRACTOR shall keep an attendance register at the Camp, which shall be signed by every member of the Crew who reports for work on daily basis. THE COMPANY shall use the register for its administrative purposes.

This attendance register shall be signed by the Camp boss and countersigned by THE COMPANY Representative at the Locations daily and weekly for auditing. In the event that the regular members of the Crew are not available for work due to illness, annual leave or rest periods, the CONTRACTOR shall provide temporary replacement of the same standard to make up the full complement of CONTRACTOR CREW at no extra cost to THE COMPANY.

- 3.7.2 The CONTRACTOR in liaison with THE COMPANY Security Department shall provide identity card to each member of the CONTRACTOR CREW. The identity shall bear the name, trade and passport photograph of the individual and the CONTRACTOR'S registered business name.
- 3.7.3 The CONTRACTOR shall provide its employees with clean and standard uniforms and appropriate headgear, which must be worn while on duty. In the case of food-handling employees, such uniforms shall be made of white and check materials. The cook's uniform must include but not limited to apron, Neck-kerchief and headgear. Each employee shall be provided with a Catering safety shoe (not canvass) and sufficient uniforms to enable them to maintain a high level of hygiene. The CONTRACTOR shall ensure that the uniforms are laundered daily. The colour and type of materials for uniform of all categories of staff must be agreed with THE COMPANY prior to mobilization

The minimum scales of issue of uniforms shall be:

- (i) Kitchen helpers / housekeepers (cleaners) - 3 Shirts (white), 3 Trousers (check), (or Coveralls) 3 caps ,2 pairs of appropriate Catering Safety Footwear.
- (ii) Cooks - 3 Shirts (white), 3 Trousers (check), 3 Aprons, 2 Cooks' Hats, 2 pairs appropriate Catering Safety footwear
- (iii) Waiters/Stewards 3 Shirts (White) + waist coat  
3 Trousers (check), Dark Blue/Black  
1 Bow Tie, Dark Blue/Black  
2 Pairs Socks, Dark Blue/Black



- (iv) Maintenance Crew  
2 Pairs Catering Black Safety Shoes.  
3 Pairs Coverall  
2 Pairs Safety Shoes with steel cap

- (v) Chefs/Camp boss  
3 white shirts (white), 3 check trousers,  
3 Chef Togue white(caps), 2 pairs of Catering safety Shoes  
Food Service Uniforms -

These shall be different from the other uniforms described above:

- 3 white short sleeve shirts/blouse,  
3 trousers/skirts,  
3 aprons, with Chef Togue white (cap)

**NOTE:** AS A MINIMUM, THE SET OF WEARS SHALL BE CHANGED EVERY SIX MONTHS. COLOURS SHALL BE CHANGED EVERY SIX MONTHS AS AGREED WITH THE COMPANY REPRESENTATIVE. BUT IN CASE THE UNIFORMS DETERIORATE SO FAST BECAUSE OF THE QUALITY OF MATERIALS, THESE SHALL BE CHANGED ACCORDINGLY.

1. Uniforms should be changed, and clean uniforms worn every day.
2. Cooks who are assigned to serve shall change into the service uniforms before serving

**Catering Safety Shoes:**

A typical Catering shoe has the following characteristics:

- Water resistant uppers
- Antistatic polyurethane sole
- Shock absorbing heel
- Sanitary linings
- Provides excellent levels of slip resistance in today's Catering environment. It is designed to offer day long comfort and protection

**3.7.4 THE COMPANY Staff Information/Feedback Register**

The CONTRACTOR shall provide a register in the restaurant dining hall on a daily basis for customers' feedback

**3.7.5 END OF CONTRACT BONUS**

At the full expiration of the contract, the contractor shall pay End of Contract Bonuses to the personnel as specified in employee employment letters at the beginning of the contract

**ARTICLE 4 - FOOD AND MENU**

**4.1 Food**

The CONTRACTOR shall provide and store items of foodstuff in sufficient quantity to feed Government Security Forces PERSONNEL to the maximum utilization indicated in *Appendix 1- LOCATION DATA SHEET*. It is the CONTRACTOR'S responsibility to ensure that each item of foodstuff is replenished as and when necessary, bearing in mind that at least two weeks stock of perishable and non-perishable food item is to be kept at the LOCATION at all times.

**4.2 Menu General**

The CONTRACTOR and crew shall prepare menus that shall generally comprise of Continental and National dishes for day to day service. The cuisine shall be of high standard and the CONTRACTOR and

THE COMPANY shall agree on the weekly menu selected from but not limited to typical menus contained in Catering Services Operation Manual. In general, unless specifically requested by THE COMPANY, the same main dish shall not be repeated during the same week for both Continental and National dishes. The CONTRACTOR shall submit sample menu as may be directed by THE COMPANY Authorized Representative.

#### **4.3 Buffet Menus**

**Buffet shall be on request; however, Buffet shall be served on the following special occasions:**

- Workers Day
- Id El Fitri Day
- Christmas Day
- New Year's Day
- Easter Day
- Nigerian Independence Day, etc

#### **4.4 Daily Menus**

CONTRACTOR shall provide THE COMPANY REPRESENTATIVE with a four (4) weeks menu for approval two (2) weeks prior to implementation. THE COMPANY REPRESENTATIVE prior to implementation shall approve all changes to the submitted menus.

##### **4.4.1 Menus**

The menu shall comprise of a well-balanced selection of dishes that include but are not limited to the following:

Roasts or equivalent

- Grills
- Fish and Seafood
- Wet Dishes
- Ethnic Dishes
- Local Nigeria Dishes
- Vegetarian and Special Dietary Dishes
- Low Cholesterol
- Pasta Dishes
- A daily selection of Seasonal fruits
- A daily selection of fresh Season vegetables
- Highest quality rice cooked to the highest standard possible
- Varieties of Continental meals

CONTRACTOR shall maintain a high standard of quality, variety, seasonal suitability and presentation at all times. The menus shall comprise at a minimum the following services and selection: *Ref attached Appendix 3 for sample menu*

#### **4.5 New and Used Cooking Oil**

CONTRACTOR shall only use the highest grade of cholesterol free cooking oil that is NAFDAC approved and shall demonstrate to THE COMPANY REPRESENTATIVE that the highest grade possible is being used at all times.

CONTRACTOR shall empty the cooking oil from all deep fryers at the end of each day, clean the deep fryer, filter the cooking oil and return to the deep fryer only if the cooking oil is in a useable condition. THE COMPANY will have the option of requiring CONTRACTOR to replace all cooking in each deep fryer daily for all locations.

CONTRACTOR shall be responsible for the recycling of all used cooking oil or CONTRACTOR may choose to sale the used cooking oil to a third party for recycling.

#### **4.6 Special Meals**

- (i) The CONTRACTOR shall during special events such as Christmas, Easter, National day, Workers day, New Year, Ed-El-Fitri, Eid-El-Kabir, etc. decorate the dining area and other visible areas within the restaurant facilities to enhance the social atmosphere of the location at no extra cost to company. Buffets shall be served on such days.
- (ii) The CONTRACTOR shall provide on request, specialized dishes for any of the company's personnel who are for medical or any other reason authorized by the Company Representative unable to partake the normal menus. For example, a vegetarian and a diabetic patient. Such request shall be regarded as normal lunch. There shall be no additional cost to Company

#### **4.9 Alcohol**

No alcoholic drinks shall be provided or sold by the CONTRACTOR at any time.

#### **4.10 Standard of Food and Service**

##### **4.10.1 Raw Materials**

The CONTRACTOR shall ensure that only materials of good quality, free from contamination are used in the provision of the WORK.

##### **4.10.2 Service Standards**

The CONTRACTOR shall ensure that the dining area is properly prepared with fresh, clean table linen, napkins daily and that cruetts and other accompaniments are available at all times.

The CONTRACTOR shall ensure that all meals are properly presented and served with a minimum of delay and at the required temperature. Hot food above 63°C and cold foods not higher than 8°C

The CONTRACTOR shall ensure that all tables are cleared, cleaned and re-laid in an efficient, professional and hygienic manner.

#### **4.11 Menu Planning**

Menu should be prepared on monthly basis and submitted to the Company Representative for Authorization. THE COMPANY reserves the right to inspect, propose menus and suggest or instruct alterations.

The CONTRACTOR shall display copy of the menu in the rooms and on notice boards at least 24 hours in advance of the meal. This should be typed, or computer printed.

#### **4.12 Transportation Arrangement**

The CONTRACTOR shall be required to make own arrangement for transportation of his materials from base office to THE COMPANY's location using the appropriate means of transport which must be in conformance with THE COMPANY's HSE standard.

### **ARTICLE 5 - CLEANING FREQUENCY AND SPECIFICATIONS**

#### **5.1 Cleaning Standards**

##### **5.1.1 General Requirements for Specific Areas**

CONTRACTOR shall carry out the following minimum requirements that shall apply to each building type listed.

#### 5.1.2 Kitchens and Dining Areas

- All kitchen and catering areas shall be maintained to the highest standard of cleanliness
- All equipment and all surfaces shall be cleaned regularly to ensure that production and storage areas are maintained in a hygienic condition at all times.
- CONTRACTOR shall use high grade cleaning agents and sanitizers approved specifically for food preparation and production facilities.
- Cleaning in accordance with the schedule shall take place following every meal session and progressive cleaning & removal of waste shall take place as required to avoid mess and clutter during food preparation.
- CONTRACTOR shall address the safety aspect of daily cleaning requirements above an employee's reach with the use of approved ladders or cleaning platforms.

#### 5.1.3 Floors

- Floors shall be scrubbed and sanitized once per shift, production cycle or daily as applicable.
- Spillages shall be cleaned up immediately. Floors shall be stripped and sealed as required.
- Polishing shall take place as required to keep floor in excellent condition at all times.

#### 5.1.4 Walls, Doors, Ceilings and Light Fittings

- All surfaces and fittings within easy reach and those not within easy reach shall be wiped clean daily
- All walls, doors, ceilings & light fittings shall be washed as necessary, however not less than weekly.
- Scuff or finger marks on walls and doors shall be removed with an appropriate cleansing agent on a daily basis.

#### 5.1.5 Exhaust Hoods, Exhaust Ductwork & Ventilators

- All surfaces shall be wiped / spot scrubbed daily and scrubbed thoroughly on a weekly basis.
- Mechanical ventilators shall be scrubbed and kept in a functioning condition at all times.

#### 5.1.6 Extractor Filters

- All extractor filters shall be steam cleaned with CONTRACTOR's steam cleaner and all grease and dirt removed from all filter surfaces once per week.

#### 5.1.7 Sinks

- Food scraps and other residues shall be removed promptly from sink strainers.
- Sinks and draining boards shall be rinsed clean after each use, and then wiped dry.

#### 5.1.8 Benches, Shelves and Cupboards

- Bench tops shall be cleaned down after each period of use to remove food residues, stains and spillages.
- Other exposed surfaces shall be wiped over with a hot, damp cloth each day, and then dried.
- Cupboards and shelves shall be kept clean and tidy at all times.

#### 5.1.9 Surface Drains and Grease Traps

- Particular care shall be given to surface drains and their cover grids.
- These shall be scrubbed and disinfected daily. Grease traps shall be inspected daily and THE COMPANY REPRESENTATIVE notified when grease traps require pumping out by THE COMPANY.
- Lids and surrounding areas shall be scrubbed and disinfected daily.

#### 5.1.10 Dry Storage Areas

- All storage areas, floors and shelving shall be cleaned as required and at least once monthly, all shelves stripped, washed, disinfected and dried.

#### 5.1.11 Refrigerators and Cold Rooms

- All floor surfaces shall be cleaned daily
- Food scraps and spillage shall be cleaned promptly and not left to await daily service.
- Once per week, all shelves shall be stripped, washed, disinfected and dried. Other internal surfaces, walls, doors, floors etc shall be washed down, disinfected and dried as appropriate and refrigerators and/or freezers shall be moved away from the wall for cleaning under and behind all refrigeration equipment, however not less frequently than once per month.

#### 5.1.12 Utensils

- All utensils shall be cleaned and dried thoroughly, immediately after use

#### 5.1.13 Kitchen Equipment

- All kitchen equipment shall be clean thoroughly immediately after use and on a daily basis, all ovens, deep fryers, stoves, grills and other equipment shall be moved away from the wall and cleaned from behind.

#### 5.1.14 External Rubbish Collection Areas and Grease Traps

- External rubbish collection areas and grease traps shall be maintained in a clean, tidy and sanitary condition at all times.

#### 5.1.15 Dining Area

- All dining areas shall be maintained to the highest standard of cleanliness
- CONTRACTOR's SITE Supervisor shall make a routine inspection each day, to check that maximum attention is being paid to cleanliness and hygiene in the operation and maintenance of the dining area of those he is in charge.

#### 5.1.16 Floors

- Floors shall be swept clean and spot cleaned as necessary after each meal service.
- Floors shall be washed with a suitable detergent and disinfected once daily.
- Floors shall be machine polished once every week (for tiled floors).
- In addition, floors shall be stripped and sealed at least once every six months, or more often as necessary.

#### 5.1.17 Walls, Doors, Ceilings, Light Fittings, Windows and Curtains

- All surfaces and fittings within easy reach and those not within easy reach shall be wiped clean daily.
- All walls, doors, ceilings & light fittings shall be washed as necessary, however not less frequently than once per week.
- Curtains shall be washed not less than once every two months.
- Scuff or finger marks on walls and doors shall be removed with an appropriate cleansing agent on a daily basis.
- Where dining areas include carpets, these shall be vacuumed daily and shampooed as required, but not less than once per month.

#### 5.1.18 Crockery, Glassware, Utensils and etc.

- All crockery, cutlery, glassware, food presentation and dispensing equipment, food trays etc shall be thoroughly washed, rinsed and dried following each use.
- Any crockery, cutlery, glassware, food presentation and dispensing equipment not utilized for some time that is intended for use shall be thoroughly washed, rinsed and dried before returning to service.
- Particular care shall be paid to removal of mineral and hard water stains.

#### 5.1.19 Counters and Display Cabinets and etc.

- Counters and counter fittings, display cases, tray slides, cutlery containers and race rails shall be cleaned after each meal service.

#### 5.1.20 Furniture and Table Accessories

- Dining mess furniture - tabletops shall be washed after each meal service using soap or detergent, then rinsed and wiped dry.
- Table legs and all parts of chairs shall be wiped clean with a hot, damp cloth daily, and then dried.
- Metal parts shall be polished with non-abrasive metal polish as required. Vinyl upholstery shall be washed down weekly with a hot, damp cloth, and then wiped dry.
- Fabric upholstery shall be cleaned as necessary.
- Sauce bottles, condiment shakers, serviette trays, and table centerpieces, etc. shall be wiped clean after each meal.
- Tablecloths shall be inspected after each meal service and changed where required, however all tablecloths shall be changed not less than once every two days and replaced completely with new tablecloths not less than every three months.
- Table napkins shall be changed every meal service and replaced completely with new table napkins not less than every three months.

### 5.3 Accommodation Cleaning

#### 5.3.1 Daily Cleaning

- The following cleaning shall be performed on a daily basis;
- Re-make beds
- Sweep and mop floors and spot clean as required. Any carpets or carpet floor tiles shall be vacuum cleaned.
- Spot clean wall surfaces as required. Graffiti of any kind on any internal or external surfaces shall be removed immediately on discovery and surfaces repaired as necessary.
- Empty and wipe clean waste bins and ashtrays
- Dust all furniture and fittings
- o Sweep corridors and common areas and spot clean as required

- Replace toilet paper and soap stocks as required
- Ensure rooms are left in a clean and tidy condition
- Wash down and dry ablution areas. Particular attention shall be paid to the cleanliness of bathrooms, showers, basins and bathtubs to remove any dirt, mineral deposits, soap scum or moulds
- Clean toilets and cisterns
- Communal toilets and showers after each shift's use before and after their work roster
- Wash and polish mirrors

#### 5.3.2 Weekly Cleaning

As per daily service plus the following shall be carried out;

- Change and launder bed linen weekly and towels as per each resident's requirements however, not less than twice weekly.
- Clean windows weekly
- Apply polish to all furniture
- Carpeted floors shall be vacuumed daily and shampooed once per month or more often as may be required
- Scrub showers, shower screens or shower curtains and basins

#### 5.3.3 Post Occupancy Cleaning

As per daily service plus the following shall be carried out;

- Thoroughly clean out all drawers, shelves, lockers and wardrobes
- Thoroughly clean refrigerator (if installed) both internally and externally
- Check and replace as necessary, pillows, mattresses and linen
- Check all furnishing to ensure the room is equipped with all fittings and fixtures present at the time of occupancy, replace as necessary. Check, itemize and report any damage to the Company REPRESENTATIVE for action as may be necessary.
- Strip and seal wooden/vinyl floor coverings as applicable.
- Scrub and polish bathroom basins, bathtubs, shower recesses, shower screens and / or shower curtains

#### 5.3.4 Additional Cleaning

In addition to the foregoing cleaning activities, attention shall be given to the following;

- Maintenance of the general appearance of each Houseboat / Portakabin and its surrounds to a pleasing and tidy appearance.
- Clean internal and external light fittings as required
- Remove all mould and fungi from buildings and surroundings
- Launder curtains and other soft furnishing as required (at least once every three months, except if there is a stain)
- Wash down and clean exteriors of buildings
- Remove rubbish on a daily basis from rubbish bins to a central collection area. Bins shall be maintained in a good and clean condition at all times and lids shall be provided on bins normally positioned external to buildings to prevent water ingress and to prevent animals accessing the contents.

#### 5.3.5 Recreational Rooms, Store Rooms, etc

- Cleaning of these facilities shall be provided seven (7) days per week, or additionally after each day's use of the facility.

- Rubbish bins shall be maintained in a good and clean condition at all times. Bins shall be sanitized and disinfected regularly. Lids shall be provided to minimize odour escape. Shower curtains shall be replaced as required
- Toilets and washrooms attached to public facilities shall be cleaned and sanitized at least twice daily. These areas shall be kept clean, dry and all wastepaper removed. Liquid soap dispensers shall be replenished regularly and quantities of soap, toilet paper and maintained in good supply
- Wash troughs shall be maintained on a daily basis to ensure cleanliness and adequacy of stocks of soap.

#### 5.3.6 External Cleaning

- Doors shall be wiped down weekly including fittings, kick plates and architraves
- Windows shall be washed, rinsed and polished dry on a weekly basis
- Fly screens shall be washed and maintained in a clean state
- Walkways and common areas shall be kept clean, tidy and in an attractive manner
- All loose litter of any building shall be collected and disposed of in a central area on a daily basis
- External lighting shall be maintained in a clean and operating state.
- External walls shall be washed on an annual basis or more often as necessary

### 5.4 WASTE MANAGEMENT

- i. The CONTRACTOR shall comply with the Waste Management System on site and be responsible for the control and segregation of all waste, generated from all the operations, which are covered by the scope of this CONTRACT.
- ii. All waste shall be segregated into the following categories:
  - Bio-degradable i.e. food and vegetable preparation waste, left over foods, etc.
  - Solid waste i.e. glass, metals, wood, etc.
  - Oils i.e. cooking oils, fats, grease, etc.
- iii. A sufficient number of colour coded (black, green, blue, red) covered and fly/pest proof bins and containers of suitable capacity shall be supplied by the CONTRACTOR, each bin/container shall be colour coded for the appropriate type of waste (in the case of oils these containers shall be leak proof). The bins/containers shall be lined with a plastic bag and shall be kept covered at all times. When collecting waste the plastic bags shall be tied prior to loading.
- iv. After each collection, the bins/containers shall be cleaned and disinfected, allowed to dry, before being used again.
- v. The area where the bins and containers are stored shall be washed down and kept clean at all times.
- vi. CONTRACTOR shall ensure that all waste generated, are properly segregated packed and disposed off from the kitchen each day each day.
- vii. The CONTRACTOR shall dispose off all neatly packed and waste generated from his operations, to THE COMPANY's designated refuse hut.
- viii. By means of good housekeeping and segregation of waste, the CONTRACTOR shall make every effort to minimise and reduce waste generated.
- ix. The CONTRACTOR shall at all times, keep all work areas clear of accumulation of waste and rubbish, and will ensure hygienic and clean standards are maintained.



- x. Any contamination or pollution caused by the CONTRACTOR while carrying out the waste management of this CONTRACT, shall be rectified at the CONTRACTOR'S own expense.
- xi. At any time, THE COMPANY shall inspect and audit the CONTRACTOR'S compliance with Waste Management System at the Location. Any deviation from the set standards shall be rectified immediately and shall be subject to further inspection when rectified.
- xii. At all times the CONTRACTOR should be aware of the health and safety risks involved in the handling and disposal of the various forms of waste.
- xiii. The CONTRACTOR shall above all times follow the above THE COMPANY waste management guide, detailed above and comply with any changes that may occur from time to time.

## **5.5 Pest Control**

THE COMPANY shall undertake to provide specialist pest control services on a regular basis. The CONTRACTOR shall ensure that poor environmental condition leading to infestations of pests, rats and rodents are avoided. It is the CONTRACTOR's responsibility to ensure that regular fumigation of the location is carried out by the Pest Control CONTRACTOR. Regular use of approved insecticides by the CONTRACTOR is recommended as a back-up to the pest control exercise to be carried out by THE COMPANY.

## **ARTICLE 6 - ADDITIONAL RESPONSIBILITIES OF THE CONTRACTOR**

- 6.1 The CONTRACTOR shall be responsible for the proper storage of foodstuffs and ensure that food stuffs are transported in good containers e.g. refrigerated van, food coolers or warmers as the case may be.
- 6.2 THE COMPANY will not be responsible for spoilt foodstuff during transportation by the CONTRACTOR and/or due to faulty deep-freezer or power cut. The CONTRACTOR shall ensure the security/preservation of the foodstuffs.
- 6.3 In the event of faulty deep-freezer or prolonged power interruption, the CONTRACTOR shall convey in refrigerated van or containers, all frozen food items to its base location cold room and to ensure their proper preservation and avoid cross-contamination of the foodstuffs at no extra cost to THE COMPANY.
- 6.4 The CONTRACTOR shall at all times check all electrical appliances and/or equipment supplied by THE COMPANY OR CONTRACTOR to ensure its proper functioning.
- 6.5 The CONTRACTOR shall be responsible for the safe-keeping and security and maintenance of all THE COMPANY supplied equipment used for the operation.
- 6.6.1 The CONTRACTOR shall repair and/or replace any damaged or lost item of THE COMPANY equipment/furniture through the fault of the CONTRACTOR or his PERSONNEL, at no extra cost to THE COMPANY.
- 6.6.2 The CONTRACTOR shall be responsible for pre-employment medical examination of all his personnel. This shall be followed up with a Food handler test to be carried out by THE COMPANY at the expense of the CONTRACTOR. Thereafter the Food handlers test shall be carried out bi-annually at the expense of the CONTRACTOR.
- 6.8 Prior to the commencement date of the contract, the CONTRACTOR shall submit a copy of its HSE Management Systems Manual and Standards to enable THE COMPANY to verify the CONTRACTOR'S approach to the provision of the services outlined in the contract Scope.

- 6.9 The CONTRACTOR shall supplement all kitchen equipment needed which are not provided by THE COMPANY.
- 6.10 The CONTRACTOR shall be responsible for the cleaning of both internal and external of the restaurant facilities.

#### ARTICLE 7 FACILITIES TO BE PROVIDED BY THE COMPANY

- 7.1 THE COMPANY shall provide free use of the electricity, water, kitchens, pantries and the dining hall and will equip it with cookers, refrigerators, deep-freezers, kitchen tables, dining table/chairs and handover to THE COMPANY at Contract expiry date in condition identical to the original, fair wear and tear excepted. All THE COMPANY equipment replaced by the CONTRACTOR shall remain the property of THE COMPANY at the expiration of the CONTRACT.

#### ARTICLE 8 FACILITIES TO BE PROVIDED BY CONTRACTOR

- 8.1 The CONTRACTOR shall be responsible for the care and control of all THE COMPANY supplied equipment in accordance with Section IV - ADMINISTRATIVE INSTRUCTIONS

#### ARTICLE 9 – HEALTH SAFETY AND ENVIRONMENTAL (HSE) DECLARATION-

- 9.1 The CONTRACTOR shall ensure that its EMPLOYEES are medically fit and healthy. Specifically, all employees shall be medically examined prior to their employment on the WORK and every six months thereafter. The CONTRACTOR shall provide copies of these medical certificates for its personnel to THE COMPANY Representative prior to commencement of site and any follow up Medical Certificates.
- 9.2. The CONTRACTOR must ensure that all staff who have been absent due to illness do not resume duties, unless with a certificate of medical fitness from a THE COMPANY recognized hospital.
- 9.3 CONTRACTOR shall ensure that personnel under its control and authority do not at any time partake or be under the influence of or have in their possession within the AREA OF OPERATION any drugs, alcohol or other similar intoxicating substances, other than for bonafide medical reasons, or pursuant to the provisions of the CONTRACT. In the case of bonafide medical reasons, prior written approval must be obtained from THE COMPANY and the Personnel must carry along his prescription card and must not have in his possession more than the prescribed dosage.
- 9.4 CONTRACTOR'S obligation to observe the safety requirements of the CONTRACT shall be considered an essential and basic obligation. CONTRACTOR shall exercise due care, skill and diligence and take all necessary measures and precautions to ensure that in the execution of the WORK safe working practices are observed and that human life and property are not destroyed, injured or endangered.

- 9.5 CONTRACTOR shall have a documented HSE plan, which shall be presented to THE COMPANY prior to mobilization and which shall set out the activities, resources and actions to be implemented in its HSE policies. The programme must address employee orientation, safety, health, emergency response, training, hazard control, waste management and control, communication to and from personnel, inspection and audit, accident and incident reporting and investigation. CONTRACTOR shall have an HSE officer whose responsibility shall be to ensure that the HSE plan is implemented.
- 9.6 CONTRACTOR shall be responsible for maintaining and enhancing the HSE awareness of its Personnel including arranging HSE meetings and participating in THE COMPANY training and emergency drills.
- 9.7 Copies of minutes of **CONTRACTOR'S HSE** meetings together with the man-hours worked and Unsafe Act Audit Report shall be sent to THE COMPANY AUTHORIZED REPRESENTATIVE by the third of every month.
- CONTRACTOR shall, at its own expense and not at the expense of its Personnel, supply and maintain its Personnel at the Site with adequate protective clothing and equipment. These clothing and equipment shall conform to a recognized international standard or other national standard approved by THE COMPANY. All personal protective clothing and equipment shall be maintained in good condition and shall be worn and used on all relevant occasions.
- 9.9 CONTRACTOR shall at its own expense provide adequate first aid equipment for its staff. CONTRACTOR shall maintain all first aid equipment in a professional manner dictated by legal and industrial standards.
- 9.10 CONTRACTOR shall take all reasonable precautions to protect the environment during the performance of the WORK. The responsibilities of CONTRACTOR shall include, but are not limited to, the prevention of nuisance to any THIRD PARTY and pollution caused by CONTRACTOR'S items.
- 9.11 CONTRACTOR shall observe all THE COMPANY environmental guidelines which shall include but are not limited to the prevention of nuisance to any THIRD PARTY and pollution caused by the CONTRACTOR'S tools and equipment, as well as the protection of wild life, streams, rivers roads, bridges and neighbouring property whether in the possession of THE COMPANY or not.
- 9.12 The CONTRACTOR shall comply with and enforce all other THE COMPANY'S environmental regulations, guidelines and other initiatives as may be advised from time to time by THE COMPANY'S AUTHORIZED REPRESENTATIVE or Environmental Department.
- 9.13 Company shall notify CONTRACTOR of any known potential environmental hazards of both the surroundings and equipment provided which will be used in the performance of the CONTRACT.
- 9.14 The CONTRACTOR shall ensure that the CONTRACTOR PERSONNEL is fully aware of both statutory and THE COMPANY regulations and procedures concerning Community Affairs, Safety, Health, Environment and Security (CASHES)
- 9.15 The CONTRACTOR shall fully comply with all safety requirements and the CONTRACTOR'S commitment to the general obligations is enforced by the Community Affairs, Safety, Health, Environmental and Security Declaration appended to this Section in Appendix III.3.

- 9.16 The CONTRACTOR shall provide all necessary safety clothing and equipment for his PERSONNEL. The equipment shall include, but not limited to, white aprons, white headgear's (cap), non-slip safety shoes (water resistance uppers, anti-static polyurethane sole {slip resistance}), shock absorbing heel, good threading laces {where applicable} and steel toe caps), oven mittens and pot holders for the Catering and Housekeeping Crew. For the maintenance crew, the safety equipment shall include, but not limited to, overalls, hand gloves, safety shoes and hard hat. These PPEs shall be replaced at least once in every six months, but in cases where the level of deterioration is high due to quality of materials, the PPE shall be changed as the need arises.
- 9.17 Should the CONTRACTOR operate in a manner which contravenes the protection of the environment, THE COMPANY may advise the CONTRACTOR accordingly, and the CONTRACTOR shall immediately correct the situation to the satisfaction of THE COMPANY. If remedial action is not taken, THE COMPANY may suspend the WORK in accordance with the relevant provisions until the action required by THE COMPANY is taken or notwithstanding any other provisions of the CONTRACT, Terminate with immediate effect. Such Termination shall be attributed to the fault of CONTRACTOR and the necessary provisions shall apply.
- 9.18 The CONTRACTOR shall at all times ensure that food contamination does not occur by carrying out the proper recognized procedures in relation to food preparation and storage. The contractor warrants that the information provided in the HSES Questionnaire in Appendix III.6 is correct and accurate. The provision of false or inaccurate information in the questionnaire may be treated as a ground for terminating the contract under Section II.2 - General Conditions, Article 69 headed RIGHT OF THE COMPANY TO ENFORCE HSE REQUIREMENTS.
- 9.19 THE COMPANY Catering Supervisors/Site Representative shall from time to time inspect and audit all Catering facilities bearing in mind CONTRACTOR'S adherence to the following:
- 9.20 Adequate separation of cooked foods from raw meat, fish and poultry during storage and preparation.
- 9.21 Personal hygiene of staff e.g. uniforms, waterproof dressing
- 9.22 Correct temperature control of food through transport and production chain.
- 9.23 Proper, separate, storage of cleaning materials (e.g. liquid wash, etc).
- 9.24 Protection of food from contamination and "foreign objects"
- 9.25 Logical "flow pattern" of food preparation to ensure good hygiene measurement.
- 9.26 Sufficient means to prevent rodent and insect pests entering the premises.
- 9.27 Correct methods of disposing of waste food.
- 9.28 Correct lay-out of kitchen, etc

#### **Article 10 - Standards of Food Services**

The main criteria for the monitoring of food service standards are:

- 1.1 portion sizes to be no less than the minimum specified based on rates
- 1.2 no less than the minimum specified range of items to be on offer.
- 1.3 ingredients/prepared foods to be to the agreed food specifications
- 1.4 dishes to be suitably and correctly garnished at minimum to the specification agreed in accordance with Section 3 and to be presented and displayed likewise.
- 1.5 CONTRACTORS operating procedures compliance.

## **Article 11 - Monitoring of User Satisfaction**

THE COMPANY will be responsible for instigating monitoring systems and procedures to ensure user satisfaction is being achieved. Such systems and procedures will include the regular monitoring of food preparation and hygiene. The CONTRACTOR shall agree, at local level with THE COMPANY Divisional Food Committee, an appropriate procedure for receiving and monitoring comments of customers on the service. Such procedure shall ensure that all compliments/complaints/comments received by one party are brought to the attention of the other party and that comments/complaints are individually answered.

## **Article 12 - Self Monitoring of Performance and Standards**

- 12.1 Within 6 weeks of the start-up of the contract the CONTRACTOR must introduce systems and procedures to monitor standards of service and performance. These systems must be made known to THE COMPANY and their results must be reported on a monthly basis. The reports must also include corrective-actions taken to rectify any breakdowns or problems identified. All records must be kept and made available to THE COMPANY at any time.
- 12.2 The CONTRACTOR shall have a formalized Quality management policy which clearly emphasizes a commitment to quality.
- 12.3 The CONTRACTOR shall have available at the commencement of this contract, written procedures covering all quality related aspects of its business.
- 12.4 Within the CONTRACTOR'S organization there shall be a group dedicated to the monitoring and improvement of the disciplines of quality management. Reporting relationships within the group should be demonstrated and the responsibilities and organizational position of the CONTRACTOR'S senior executive responsible for Quality Management shall be identified.
- 12.5.1 The CONTRACTOR shall develop such Quality Assurance Manuals/Plans as are required to ensure that all quality related activities, relative to procurement/supply of the SERVICE as appropriate, are identified and are adequately monitored and controlled.
- 12.5.2 The CONTRACTOR shall allow THE COMPANY the right to audit and monitor the CONTRACTOR'S implementation of and the compliance to the CONTRACTOR'S quality system.
- 12.6 Any customer having a legitimate complaint concerning the standard of food service shall be offered the opportunity of another meal/replacement at the CONTRACTOR's cost.

## **LOCATION DATA SHEET APPENDIX I**

### **LOCATION DATA SHEET**

### **APPENDIX I**

#### **CONTRACTOR CREW**

#### **APPENDIX I**

NAME OF LOCATION:

CLASSIFICATION: CATERING, LAUNDRY & HOUSEKEEPING

DESCRIPTION: Located Offshore. The facility comprises of a dining hall, kitchen, cloak rooms, pantry, offices, toilets and accommodation. Accommodation is average of 120 rooms with average of 10 Site offices within the camp.

Average No of Persons: 166

REQUIREMENT:

### (1) CONTRACTOR CREW

DESIGNATION	CATEGORY	MINIMUM NUMBER REQUIRED
Camp boss	Managerial	1
Chief Cook/Assistant Camp boss	Supervisory	1
Cooks (National & Continental)	Skilled	4
Technician	Skilled	2
Head Housekeeper	Skilled	1
Head Laundryman	Skilled	1
Assistant Cooks	Semi-skilled	2
Laundrymen	Unskilled	2
Housekeepers (Room steward)	Unskilled	3
Waiters/Stewards	Unskilled	2
Helpers/Cleaners/Gardner	Unskilled	2

*The above is just a guide of minimum number of persons at the location. CONTRACTOR must arrange for relief personnel at no extra cost to THE COMPANY. The CONTRACTOR may increase or would be required to increase the number as need arises at no extra cost to THE COMPANY.*

#### 12.6.1.1 MINIMUM REQUIRED COCKERY ITEMS

S/no	Description	Specification	Minimum required quantity
1	Dinner plates (China or England)	Durable stoneware, dishwasher and microwave safe	180 pieces
2	Side Plates (China or England)	Durable stoneware, dishwasher and microwave safe	180 pieces

3	Salad Plates (China or England)	Durable stoneware, dishwasher and microwave safe	180 pieces
4	Soup Plates (China or England)	Durable stoneware, dishwasher and microwave safe	180 pieces
5	Sweet bowls (China or England)	Stainless or glass	180 pieces
6	Stainless steel fork (China or England)	High performance, stainless steel, dish washer safe	180 pieces
7	Stainless steel table knives (China or England)	High performance, stainless steel, dish washer safe	180 pieces
8	Stainless steel tablespoons (China or England)	High performance, stainless steel, dish washer safe	180 pieces
9	Stainless steel teaspoons (China or England)	High performance, stainless steel, dish washer safe	180 pieces
10	Water Glass cups	Plain transparent glass cup for everyday use with heavy base and simple styling - dish/glass washer safe	180 pieces
11	Glass water dispenser (jug) with covers	Plain transparent glass jug with glass handle, and cover - dish/glass washer safe	50 pieces
12	Table mats	Sample must be approved by THE COMPANY	50 pieces
13	Glass jug saucer	Plastic - sample must be approved by THE COMPANY	50 pieces



### 3.9.1.2 MINIMUM LIGHT KITCHEN EQUIPMENT REQUIRED

S/no	Equipment Description	Minimum required quantity at any time and must be in good condition
	<b>KITCHEN</b>	
1	Large Teflon Chopping boards	4 pieces
2	Medium Teflon Chopping boards	4 pieces
3	Industrial Oven baking trays (assorted sizes)	4 pieces
4	Industrial Table weighing scales	1pieces
5	Teflon bounded Chef stainless steel knives set	2 sets
6	Bench mounted Can Opener (Industrial)	2 pieces
7	Colanders (strainers) - Industrial stainless steel	4 pieces
8	Stainless steel industrial mixing bowls (assorted sizes)	10 pieces
9	Bakery spatulas, piping bag and decoration nozzles set	2 sets
10	Industrial bread toaster	1 piece
11	Cooking Spoons, spatulas, balloon whisks and other stirring utensils	12 pieces
12	Stainless steel food trays (check size of THE COMPANY tray racks)	150 pieces
13	Industrial aluminium cooking pans with covers (boiling, frying, etc)	10 pieces
14	Kitchen Oven clothes/Oven elbow hand gloves	12 pieces
15	Kitchen tea towels (water absorbent)	12 pieces
16	Microwave ovens (Power output - 1800Watts, power required - 2850 Watts, stainless steel finish, cavity dimension - H175 X W330 X D330mm)	1 piece
17	Wheelbarrows	2 pieces
18	Coloured plastic refuse bins with tyres, covers and foot pedal (H93- X L480 X W550m)	4 pieces
19	Dirty Linen Cart on wheels	1 piece
20	Black refuse bags	60 pieces per month
	<b>RESTAURANT</b>	
21	Salt and Pepper cruets (stainless steel)	50 pieces
22	Table clothes (colour must be approved by THE COMPANY, guinea brocade material)	200 pieces

23	White Ceramic Flower stand/with natural flowers on every dining table	40 pieces
24	Individually wrapped toothpick in toothpick holders (for all dining tables)	40 pieces of toothpick holders
25	Stainless serviette paper holders with serviette paper (on every dining tables)	40 pieces of serviette holders
26	Hand cleaning Napkins (colour/materials must be approved by THE COMPANY, guinea brocade/any other cotton material)	1200 pieces
27	Food Service spoons	24 pieces
28	Chaffing dishes with covers, burners and stands	12 pieces

### 3.9.1.3 HOUSEKEEPING REQUIREMENTS (MINIMUM MONTHLY REQUIREMENTS)

S/no	Description	Monthly minimum requirement
	<b>CLEANING EQUIPMENT</b>	
1	Industrial tile washer (Electric)	2
2	Multifood Mopping system (for heavy duty application) - plastic mopping stick with mop heads	8 pieces
3	Mop bucket and wringer	12 pieces
4	18-inch broom head with plastic long handle for sweeping/cobwebs removal	12 pieces
5	Toilet brush and holders	To be provided in every toilet and change as need arises
6	Caution signs (e.g. wet floor, slippery surface, etc	8 pieces
7	Plastic dustpan	12 pieces
	<b>CLEANING CHEMICALS</b>	<b>AS NEED ARISES</b>
8	Morning Fresh Liquid wash	“
9	Vim powder	“
10	Stain remover/rust remover	“
11	Tiles polish	“
12	Glass/wood polish	“
13	Désinfectants	“

14	Insecticides	“
15	Milton	“
16	Oven & Grill cleaner	“
17	Toilet soap for staff use	“
18	Windowlens	“

### Appendix 3: Sample menu

#### NATIONAL/NIGERIAN MENU SAMPLE

<b>1ST COURSE (Appetizer)</b>	<b>2ND COURSE (Main Dish)</b>	<b>3RD COURSE (Dessert)</b>
Fresh Fish Pepper Soup	Beef with Okro vegetable Soup and Pounded Yam	Ice-Cream or pineapple Rings
Goat Meat Pepper Soup	Ukodo Special with sauté vegetable.	Cream Caramel
Beef offal Pepper Soup (Shaki, Intestines, etc.)	Roast Chicken Stew with Jollof Rice and Dodo.	Fresh Fruit Salad.
Chicken Pepper Soup.	Egusi Vegetable Soup with Goat Meat and Pounded Yam.	Fruit in Season or watermelon
Ox tail Pepper soup.	Chicken Stew, Boiled Rice, sauté Beans and Dodo.	Cake and Custard.
Fish Pepper Soup	Goat Meat Ogbono Soup with Pounded Yam/Eba.	Any Fruit in Season or Jam Roll
Goat Meat Pepper Soup	Banga Rice and Dodo with fresh fish stew	Pancakes with Jam or fresh banana.

All appetizers are to be served with assorted bread rolls or croissants with butter or jam.

#### NATIONAL/NIGERIAN MENU SAMPLE

<b>1ST COURSE (Appetizer)</b>	<b>2ND COURSE (Main Dish)</b>	<b>3RD COURSE (Dessert)</b>
Goat meat pepper soup	Chicken Egusi Vegetable Soup with Pounded Yam/Eba.	Fruit Salad or Swiss Roll.

Chicken pepper Soup.	Fried Beef and Liver with Jollof Rice and Dodo.	Sliced Pawpaw/Orange.
Goat Meat Pepper Soup.	Fish Stew, Coconut Rice and dodo.	Ice Cream or sliced pineapple
Beefoffal Pepper Soup.	Stock Fish Okro Soup and Pumpkin Leaves with Pounded Yam/Eba.	Cake and Custard or fruit salad.
Ox tail Pepper Soup	Chicken stew with black plantain and vegetable	Cream caramel
Chicken Pepper Soup	Assorted meat vegetable Soup with Pounded Yam.	Any Sweet.
Fresh Fish Pepper Soup.	Assorted Meat with Farm House. (Yam, Plantain, Bean, Vegetable)	Sliced watermelon or Bake well Tart.

All appetizers are to be served with assorted bread rolls or croissant with butter or jam.

### CONTINENTAL MENU

<b>1ST COURSE (Appetizer)</b>	<b>2ND COURSE (Main Dish)</b>	<b>3RD COURSE (Dessert)</b>
Minestrone Soup with Bread roll.	Irish Brown Beef Stew Potatoes with Boiled Carrot, Mixed Green Vegetable Salad.	Cream Caramel or Fruits
Cream of Tomato Soup with Bread roll.	Grilled Chicken with Buttered Spaghetti and Cole Slaw Salad.	Ice-Cream or Orange boats
Chicken Soup with Bread roll.	Fish Pilaf with Mix. Vegetable Salad.	Fresh Fruit Salad or Double Delight Cake
Cream of Carrot Soup with Bread roll	Swiss Steak, Sauté Potatoes, Fried Onion and Tomatoes served with French Salad.	Coconut Pie/Fruit in Season.
Brown Onion Soup with Bread roll.	Chicken Maryland Braised Rice, served with special mixed vegetable salad.	Pancake with Jam/Sliced Pawpaw.
Cream Cabbage Soup with Bread roll.	Fish Cutlets, Baked Macaroni, shrimps and salad.	Fruit in Season or Streamed Pudding
Mixed Vegetable soup with Bread Roll.	Hamburger, Buttered Egg Plant, Onions, Potato Chips, Vegetable Salad.	Cake and Custard.

All appetizers are to be served with assorted bread rolls or croissant with butter or jam.

## CONTINENTAL MENU

1ST COURSE (Appetizer)	2ND COURSE (Main Dish)	3RD COURSE (Dessert)
Cream Carrot Soup with Bread Roll.	Chicken Casserole Mashed Potato, French Beans and Green Vegetable Salad.	Sliced Pawpaw/Pineapple.
Onions Soup with Bread roll.	Beef Goulash with Sunshine Rice and Continental Salad.	Fruit in Season.
Cabbage Soup with Bread roll.	Mixed Grill with Gravy Sauce, Buttered Spaghetti and Mixed Vegetable Salad.	Bread and Butter Pudding
Chicken Broth with Bread roll.	Fish in Batter, Santa Potatoes, French Beans and Coleslaw.	Cream Caramel
Minestrone Soup with Bread roll.	Beef Stroganoff fried Rice and Shrimp Cocktail and Salad.	Fruit Salad or Danish Pastry.
Cream of Tomato Soup with Bread roll.	Mixed Grill (Liver, Kidney, sausage and Steak) with Potatoes chips and Assorted Vegetable.	Ice Cream or Orange boats.
Onions and Carrot Soup with Bread roll	Fried Fish in Batter, Buttered Rice with Mixed Vegetable Salad.	Mixed fruit tart

All appetizers are to be served with assorted bread rolls or croissant with butter or jam.

### SAMPLE MENU

### APPENDIX II

BREAKFAST (CONTINENTAL)	BREAKFAST (NATIONAL)
-------------------------	----------------------

<ul style="list-style-type: none"> <li>- <b>Choice of Chilled Fruit Juices</b> Orange, Tomato, Mango, Apple or Pineapple</li> <li>- <b>Choice of Fresh Fruit Platter</b> Fresh fruit salad, Paw paw, Pineapple, Grapefruit or Watermelon</li> <li>- <b>Choice of Cereals</b> Cornflakes, Muesli, Rice Krispies or Porridge Served with Hot, Cold or Fresh Milk (or Peak milk)</li> <li>- <b>Pastries (at least two varieties must be available each day)</b> Croissants, Bread rolls, Danish pastries, Toasts or whole wheat (served with butter, Fruit preserves and Honey)</li> <li>- <b>Beverages</b> Freshly brewed Coffee, Tea, Beverages (Milo or bournvita), Hot, Cold Fresh milk (or Peak milk)</li> <li>- <b>Two Eggs any Style (two eggs with sausage, bacon and baked beans)</b> Fried, Omelette (sardine, Spanish, corn beef), Scrambled, Poached or Boiled served with Lyonnaise potatoes, Boiled Tomato, Bacon, sausage and baked beans</li> </ul>	<ul style="list-style-type: none"> <li>- <b>Choice of Chilled Fruit Juices</b> Orange, Tomato, Mango, Apple or Pineapple</li> <li>- <b>Selection of Local Favourite</b> Ogi - Thick Ground Corn Porridge Served with Akara or Moin-moin Or Dodo (Fried plantain) with Egg or Beef Stew Or Boiled yam with Tomato or vegetable stew and egg (optional) (ste must contain small cuts of assorted beef - kidney, liver, beef, etc)</li> <li>- <b>Selection of Fresh Fruit Platter</b> Fresh Fruit Salad, Paw paw, Pineapple, Grapefruit or Watermelon</li> <li>- <b>Beverages</b> Freshly brewed Coffee, Tea, Beverage (Milo/Bournvita), Hot or cold with Fresh milk (or Peak milk)</li> </ul>
--	---

**N/B: Special meals based on request shall be provided for Weight watchers, Diabetic Patients and other Health Related Issues.**

## **PATROL/ESCORT SERVICES**

### **4. VEHICLES**

#### **Article 1 GENERAL REQUIREMENTS**

The scope of work/SERVICE required under this CONTRACT includes but is not limited to the Provision of Vehicles to cover COMPANY operations in the Eastern and Western Divisions and/or any other location as may be required. The CONTRACTOR shall provide all the resources including competent personnel, spare parts, tools, materials and backup equipment and support necessary to ensure the execution of the WORK/SERVICE.

The CONTRACTOR shall perform the WORK/SERVICE shall be performed strictly in accordance with SECTION II- Terms and Conditions of this CONTRACT.

The Contractor must use properly skilled, experienced and suitable personnel. The contractor shall be responsible for providing adequate materials and special tools to meet all requirements of the WORK including Personnel Preventative Equipment

The CONTRACTOR shall ensure that their personnel are capable of speaking, understanding, reading and writing in English Language.

The CONTRACTOR shall provide all SERVICES in accordance with the COMPANY's Land Transport Management System Document No: SPDC -20000082 (LT-MS) attached and the SECTION VI- HSSE provisions of this CONTRACT

## **THE WORK**

The work to be performed shall include but not limited to;

### Provision of Vehicles

- Provision of 4x4 Double Cabin Pickup Vehicle(s) (**Hilux / Ford**) with a driver attached to each vehicle.
- The number of vehicles and location(s) where vehicle is required shall be determined by COMPANY.
- This service shall be executed on 24 hours per day, 7 days a week, including National, State and COMPANY Holidays for dedicated Escort, Patrols, Emergency Response, Investigation activities, Crew change, supplies and/or other activities.
- CONTRACTOR shall ensure that all vehicles provided are roadworthy. Vehicles not considered roadworthy shall immediately be removed from service.
- The CONTRACTOR shall provide a suitable replacement vehicle of equivalent type whenever a called out vehicle is not available for use for whatsoever reason e.g. broken down, involved in an accident, not road worthy, undergoing servicing, maintenance, inspection, repair, stolen, incomplete crew or any other incidence that prevents the vehicle unavailable for COMAPNY's use. All replacement vehicles so provided shall fully comply with COMPANY's LT-MS Standards.
- If a Vehicle (or a replacement) is unavailable at any point in time, no day rate shall be paid to the CONTRACTOR
- CONTRACTOR shall provide new and fully registered vehicle(s) fitted with back cover and seat and any other fabrication (fitting) work that may be required to make the vehicle fit for purpose at no extra cost.
- The daily hire rate of the vehicle is inclusive of fuelling. CONTRACTOR shall provide fuel for the daily running of the vehicle.
- The vehicle(s) shall be used to provide logistics support for Government Security Forces (GSF – Army, Navy, Airforce, MOPOL, Anti-Terrorist Squad, SSS, NPF and other Government Security Agencies not listed here) deployed to protect COMPANY operations.
- CONTRACTOR shall be responsible for the repairs and routine maintenance of the vehicle(s) and shall provide replace vehicles undergoing repairs or maintenance at no extra cost to the COMPANY.
- The CONTRACTOR shall submit to COMPANY its Maintenance and Servicing schedule at the beginning of each month indicating the Vehicles which the CONTRACTOR intends to service and maintain on each working day of the following months. COMPANY will adhere to this schedule whenever

possible. However, due to operational constraints COMPANY may be unable to release a Vehicle for Maintenance and Servicing on the scheduled day. COMPANY will approve the release of the Vehicles as soon as possible, either before or after the scheduled date. In the event that the release of the Vehicle by COMPANY would interfere with manufacturer warranty stipulations, the CONTRACTOR shall immediately advise COMPANY accordingly. The CONTRACTOR and COMPANY will then come to mutual agreement in order not to void the warranty on the Vehicle.

- CONTRACTOR shall maintain vehicle maintenance record and vehicle inspection record and produce on demand by COMPANY for verification.
- CONTRACTOR shall maintain daily log of each vehicle showing number of days the vehicle has been available and use this record as a basis for monthly invoicing. The GSF on site Commander and COMPANY Representative must counter-sign (confirm) the before invoice is accepted.
- CONTRACTOR shall ensure that the interior and exterior of the vehicle is cleaned / washed and well-maintained.

#### Vehicle Documentation

- The CONTRACTOR shall provide for all its vehicles, up to date legal documentation including but not limited to Vehicle Licenses, Road Taxes, Enhanced Central Motor Registration, Government Road Worthiness Certificate etc. all associated costs shall be for CONTRACTOR's account.
- The CONTRACTOR shall also place photocopies of the most recent certificates, the Vehicle Registration, licensing and insurance certificate, in laminated forms and conspicuously posted in a wallet inside the cabin or glove box. The wallet and the documents therein are boldly marked "Do Not Remove from Vehicle"

#### Provision of Drivers

- Provision of trained Drivers and relief Drivers at no extra cost to the COMPANY to ensure daily availability of drivers. All drivers provided to perform this service shall fully comply with COMPANY's LT-MS Standards.
- CONTRACTOR shall be expected to ensure that he has a sufficient pool of drivers to cater for absence due to holidays, sickness and attendance at training courses at no cost to COMPANY.
- CONTRACTOR shall put in place a scheme whereby safe driving performances are rewarded, and violators are disciplined.
- The names, positions and qualifications of all key personnel to be employed under the CONTRACT shall be submitted to COMPANY within 14 days of Contract signature.
- If there is any doubt as to the competence of any of the CONTRACTOR's Personnel, COMPANY shall have the right (at any time), to subject the individual to a professional test to ascertain their level of competency (cost for the CONTRACTOR's account) and to remove such personnel from the site, whom COMPANY considers cannot achieve the standard of quality or safety required.
- In the event that CONTRACTOR's Personnel are determined by COMPANY to be unsuitable for the required SERVICES, COMPANY shall instruct the CONTRACTOR to immediately replace the person(s) concerned. A person to be removed, shall not be engaged on other work for COMPANY under the contract without its specific approval in writing.
- The CONTRACTOR shall ensure that its personnel have received all necessary safety training prior to their deployment on the Contract. Personnel who do not possess appropriate certification (as per the LT-MS) shall not be allowed to work on COMPANY's facilities.



- The CONTRACTOR shall ensure that personnel deployed under the CONTRACT shall be fully cognizant of all conditions of CONTRACT which may affect them or may influence the manner in which they perform their duties.

#### Personnel Identification

The CONTRACTOR shall provide for each of his personnel, an identity card bearing a passport size photograph and name of the person, as well as the CONTRACTOR's corporate stamp. The identity card shall be conspicuously displayed on the clothing of the relevant personnel to facilities security checks

#### Mobilization / Demobilization

##### Mobilisation

- Upon contract signature the CONTRACTOR shall commence mobilization in order to ensure that all the CONTRACTOR'S obligations under the Contract shall be met at the Contract Commencement.
- The CONTRACTOR shall provide COMPANY with a detailed weekly report in a format acceptable to COMPANY on the mobilization status of Vehicles and manpower for this Contract.
- The CONTRACTOR is required to be fully mobilized and capable to carry out the work at the contract start Date in accordance with the scope of services.

##### Failure to Mobilize

- Should the CONTRACTOR fail to provide any or all the required services, equipment and / or personnel on the start date, COMPANY may, at its sole discretion, and without prejudice to any other right and remedies available to it, source such services, equipment and / or personnel from elsewhere, including contracting from others to perform the services.

##### Demobilization

- The CONTRACTOR shall demobilize immediately upon termination or expiry of the CONTRACT. The CONTRACTOR shall co-operate fully with COMPANY and the succeeding CONTRACTOR to ensure a smooth and orderly transition and assist in an orderly hand-over

#### Other Requirements

- CONTRACTOR shall maintain safety record of drivers and initiate incentive scheme to recognize and reward safe driving at no extra cost to COMPANY.
- CONTRACTOR shall record, investigate and report all near misses and road traffic accidents (RTA) to the COMPANY.
- CONTRACTOR shall be responsible for all traffic offences and fines incurred on vehicles operated by the CONTRACTOR
- In the event of a CONTRACTOR Owned Vehicle sustaining accident damage or being stolen, the CONTRACTOR shall be responsible for pursuing and settling all claims with the CONTRACTOR's insurance company. The day rate for the vehicle will not be paid until such time as the vehicle is available for the use or a replacement vehicle is provided.
- The Vehicles will be used by COMPANY and other users as authorised by COMPANY and communicated to the CONTRACTOR in writing.

- COMPANY may request the CONTRACTOR to provide vehicles of a type that is not included in the Contract, in which event the CONTRACTOR and COMPANY shall agree on a Day Rate for each additional type of vehicle provided. A Variation Order in line with Section II- Terms and Conditions of the Contract shall be issued to the CONTRACTOR. Such additional rates shall be in line with those detailed in Section III- Schedule of Rates
- The CONTRACTOR shall be fully responsible for provision of all spare parts, materials and consumables required to fulfil the CONTRACTOR'S obligations under the contract. Only Manufacturers approved spare parts, materials and consumables shall be used in the execution of the work. All costs associated with provision of spare parts, materials and consumables shall be for CONTRACTOR'S account.
- The CONTRACT shall take all adequate and reasonable measures to protect the property of COMPANY while executing the service and take necessary measures to avoid or reduce to a minimum any inconvenience to COMPANY, the public and any third party.
- No structural alteration or electrical installation shall be initiated by the CONTRACTOR in any of COMPANY facilities without prior written COMPANY approval.

#### **Waiting / Parking Space**

- COMPANY shall provide and maintain adequate Parking space in the given location for the CONTRACTOR to park the vehicle(s).
- COMPANY shall provide a waiting area for CONTRACTOR personnel (drivers).

#### **Communication Facilities**

- COMPANY shall provide and maintain effective communication for effective service delivery.

#### **SERVICE LEVELS**

- CONTRACTOR shall ensure 100% performance level at all time.

#### **MONTHLY PROGRESS MEETINGS**

A meeting shall be held at the end of every month in COMPANY's office in which the CONTRACTOR shall present/defend the following:

- Highlight of activities within the past month
- Significant occurrences within the past month and learning points.
- Progress report schedule for the past 3 months
- Service improvement initiatives

	Detailed Specification	
Escort Vehicle	<ul style="list-style-type: none"> <li>• The minimum vehicle standard must be 4x4 jeep type (e.g. Ford Everest)</li> <li>• Each security escort vehicle is required to be in compliance with COMPANY Global HSSE standards.</li> <li>• Each vehicle must be fitted with back cover (canopy) and seat.</li> </ul>	

	<ul style="list-style-type: none"> <li>• The vehicles should be fitted with: Open channel Radio communication equipment linked to COMPANY'S Control Room or designated contact</li> <li>• Handheld radio linked COMPANY'S Control Room or designated contact</li> <li>• Vehicle allocated GSM telephone.</li> <li>• Siren and Fog Horn.</li> <li>• Revolving Mars light on the roof.</li> <li>• Shatterproof glass/windscreen</li> <li>• First aid box with capacity to treat trauma injury. (Blast and gunshot).</li> <li>• In Vehicle Monitoring System (IVMS)</li> <li>• First Aid Box</li> <li>• Road safety HSE items, hazard signs, torch, tow rope, functional fire extinguisher</li> </ul>	
Driver	<p><b>The driver:</b> Must have a minimum of:</p> <ul style="list-style-type: none"> <li>• SSCE / GCE / NECO or its equivalent.</li> <li>• National Driving License.</li> <li>• At least 4 years Security driving experience,</li> <li>• Verifiable security background check</li> <li>• Medical fitness certificate from Government General hospital.</li> <li>• He must be corporately and neatly dressed while on duty.</li> <li>• To undergo First Aid, Fire Fighting training and other relevant HSSE courses. Refer to LT-MS</li> </ul>	

## **PATROL/ESCORT SERVICES**

### **B.- Patrol Boat**

#### **Article 1 GENERAL REQUIREMENTS**

The scope of work/SERVICE required under this CONTRACT includes but is not limited to the Provision of Patrol Boat; Regular, Intensive or Kama boat Services for Security operations at SPDC Operational areas (specified locations) (Detailed Specifications of the types of Patrol boats listed below).

The CONTRACTOR shall provide all the resources including competent personnel, spare parts, tools, materials and backup equipment and support necessary to ensure the execution of the WORK/SERVICE.

The CONTRACTOR shall perform the WORK/SERVICE shall be performed strictly in accordance with SECTION II- Terms and Conditions of this CONTRACT.

The Contractor must use properly skilled, experienced and suitable personnel. The contractor shall be responsible for providing adequate materials and special tools to meet all requirements of the WORK including Personnel Preventative Equipment like life vests/ jackets etc. Where required the materials supplied will be new, free from defects and suitable for their intended purposes

The CONTRACTOR shall be responsible for solving any problems and/or delays in the repairs/ replacement of detective items at no extra cost to the COMPANY.

The CONTRACTOR shall ensure that their personnel are capable of speaking, understanding, reading and writing in English Language.

The CONTRACTOR shall provide all SERVICES in accordance with the SECTION VI- HSSE provisions of this CONTRACT

## **ARTICLE 2 – THE WORK/SERVICES**

The WORK/SERVICES shall be provided as required and outlined below:

The CONTRACTOR shall provide a fit for purpose, seaworthy and sturdy Passport 19 or W23 patrol boat for the security operations of the Government Security Agencies (GSA) in the” specified location”.

The CONTRACTOR shall ensure that all passengers and crew on board the patrol boat has the necessary PPEs such lifejackets, life vests, etc.

The CONTRACTOR shall be responsible for the operation and maintenance of the patrol boat and ancillary equipment on board the vessel. This shall include but not be limited to fuelling and repairs of the patrol boat.

The CONTRACTOR shall provide boat operators along with the patrol boat.

The COMPANY shall not pay the CONTRACTOR for any day the patrol boat is Off-Hire, dry-docking or breaks down. This includes days required for the routine maintenance of the patrol boat. However, in the event that any of the events detailed above occurs, the CONTRACTOR shall replace the patrol boat with another Passport 19 or W23 patrol boat at no extra cost to the COMPANY.

The CONTRACTOR shall at all times continue to maintain the patrol boat in the condition and state in which it was first inspected and passed for mobilisation by the COMPANY.

### **Scope of Work for Provision of Security Logistic Support- Patrol Boat Rental**

#### **Article 1 GENERAL REQUIREMENTS**

The scope of work/SERVICE required under this CONTRACT includes but is not limited to the Provision of Patrol Boat Services for Security operations at SPDC Operational areas (specified locations)

The CONTRACTOR shall provide all the resources including competent personnel, spare parts, tools, materials and backup equipment and support necessary to ensure the execution of the WORK/SERVICE.

The CONTRACTOR shall perform the WORK/SERVICE shall be performed strictly in accordance with SECTION II- Terms and Conditions of this CONTRACT.

The Contractor must use properly skilled, experienced and suitable personnel. The contractor shall be responsible for providing adequate materials and special tools to meet all requirements of the WORK including Personnel Preventative Equipment like life vests/ jackets etc. Where required the materials supplied will be new, free from defects and suitable for their intended purposes

The CONTRACTOR shall be responsible for solving any problems and/or delays in the repairs/ replacement of defective items at no extra cost to the COMPANY.

The CONTRACTOR shall ensure that their personnel are capable of speaking, understanding, reading and writing in English Language.

The CONTRACTOR shall provide all SERVICES in accordance with the SECTION VI- HSSE provisions of this CONTRACT

## **GSA ACCOMMODATION**

### **5 HOUSEBOATS**

## **PROVISION OF JTF LOGISTIC SUPPORT- HOUSEBOAT RENTAL**

### **ARTICLE 1 – GENERAL**

- 1.1 The CONTRACTOR shall perform the WORKS in accordance with the terms and conditions of this CONTRACT. The WORKS to be performed shall generally consist of various capacities of Houseboat (40-man and 60-man). all WORK necessary and incidental to the successful completion of **Government Security Agent (GSA campsite) at various Locations in SPDC operations and in line with Shell Global Welfare &Accommodation Guide (AWG).**
- 1.3 The SERVICES shall be provided strictly in accordance with the terms and conditions of this CONTRACT, and any further SHELL instructions in that regard.
- 1.4 The CONTRACTOR shall provide and mobilize all resources including personnel, equipment, materials, plant/equipment and transportation necessary to perform the SERVICES in accordance with CONTRACT.
- 1.5 The general description and the detailed breakdown of the WORK to be performed are set out under Articles 2 herein.
- 1.6 The CONTRACTOR shall perform the WORK in accordance with the Contract and with reference to the Technical Specifications, SPDC standard construction specifications, Shell DEP's and the agreed Work programme.
- 1.7 The CONTRACTOR shall ensure that his supervisory personnel are capable of, speaking fluently, understanding, reading and writing in English language.
- 1.8 The CONTRACTOR shall provide the SERVICES in accordance with SHELL safety standards, using good working practices by properly skilled, experienced and suitable personnel and those materials supplied will be new, free from defects and suitable for their intended purpose.
- 1.9 The CONTRACTOR shall comply with all instructions with regards to the SERVICES that are issued by SHELL. The CONTRACTOR shall perform the SERVICES in accordance with the requirements of the CONTRACT with all proper skill and care and in accordance with good practice and in compliance with all relevant laws and regulations.
- 1.10 The CONTRACTOR shall notify SHELL of any matters in the CONTRACT that may, in the opinion of the CONTRACTOR, conflict with any applicable and relevant laws and regulations.

- 1.11 The CONTRACTOR warrants that the CONTRACTOR has the experience and capability including sufficient and competent supervisors and other personnel and all necessary facilities to efficiently perform the SERVICES. The CONTRACTOR further warrants that he shall continuously provide such personnel and facilities.
- 1.12 The CONTRACTOR shall keep an accurate record and details of the WORKS executed under the CONTRACT.
- 1.13 The CONTRACTOR shall endeavour to maximize the employment of indigenous labour hands from the host communities

## **ARTICLE 2. – DESCRIPTION OF THE WORKS**

Shell proposes to provide campsites that conforms with Shell Global Accommodation and Welfare Guide (AWG) standard for Government Security Agents (GSA) that provide security services to Shell installations. The AWG ensures that all Shell accommodation are compliant with the following key elements

- **A safe and healthy environment** – HSE
- **A secure environment** – identifying and dealing with risk
- **Minimizing environmental impact** – sustainability
- **Quality sleep and privacy** – sleeping units
- **Good nutritious food** – catering and dining
- **Connections to home** – communication systems
- **Leisure activities** – relaxing, socializing and exercising
- **Convenient services** – amenities
- **Quality facilities management** – efficient infrastructure and support services.

### **2.1 FUNCTIONAL REQUIREMENT.**

The contractor shall ensure that All GSA campsite meet the underlisted functional requirement which is the fulcrum of AWG implementation.

#### **2.1.1 HOUSE-BOAT LAYOUT**

##### **GENERAL**

CONTRACTOR shall provide a Purpose-built accommodation houseboat that meets International Industry standards and conforms to **SPDC Marine Transport Manual Part 1 section1(Document No. SPDC 2001-152-MTM 01.12)**. One of the yardsticks for assuring the conformity of the Houseboat to the required standards are stated below

- **General arrangement.**
- **Floating accommodation classification and operating standards.**
- **Mooring and towing criteria.**
- **Man overboard (MOB) prevention**
- **Pollution control**
- **Life-saving appliances (LSA)**
- **Accommodation**
- **Navigation restrictions**
- **Smoking policy**
- **Health and hygiene**
- **Catering facilities**
- **Communication**
- **Fire safety**

**i. General arrangement**

Houseboats should be gathered in groups alongside the river shore with clearly defined emergency escape routes. They should be moored in a way that provides a direct exit route.

Any external generators should be installed onshore, in a well-ventilated housing, equipped with adequate fire-fighting equipment or on a separate barge.

## **ii Floating accommodation classification and operating standards**

Floating accommodation should:

- **Be certified ‘In Class’ by a reputable classification society.**
- **Conform to any additional requirements of a federal or local jurisdiction.**
- **Have life-saving appliances and equipment that conforms to Chapter 10 of the (International Maritime Organization) IMO Code for the Construction and Equipment of Mobile Offshore Drilling Units (MODU Code) and the relevant sections of the International Life-Saving Appliance (LSA) Code.**
- **Reduced LSA and Fire Fighting equipment may be permitted if the accommodation barge is moored to the shoreline as described in the American Bureau of Shipping (ABS) Harbor Service requirements.**
- **Conform fully to MARPOL standards (International Convention for the Prevention of Pollution from Ships) in addition to any additional local marine pollution requirements.**
- **Be subjected to an Offshore Vessel Inspection Database (OVID) inspection.**

## **iii Mooring and Towing**

Floating accommodation should:

- Be moored to a shore or riverbank, to facilitate safe and quick abandonment to land in the event of emergency.
- Have a suitable clear area ashore for muster and medical evacuation.
- Have adequate arrangements in place to facilitate safe abandonment and medical evacuation when moored mid-stream or away from land.
- Have moorings that should be of sufficient strength to hold the floating accommodation in place in the anticipated conditions.
- Take account of local currents when selecting moorings.
- Be moored away from population centres.
- Be moored upstream of any foul water discharges.
- Be upstream and separate of fuel and explosives storage.
- Provide adequate moorings and safe access for small boats.
- Not be moored within 1 km of any installation (surface and subsea).
- Have adequate towing capacity, usually a tug, available for immediate use in the event of the accommodation dragging or breaking moorings.

## **iv Man Overboard (MOB) prevention**

Floating accommodation should:

- Have a towing line stored and protected from potential damage and ready for prompt man overboard (MOB) prevention.



- Have permanent railings or suitable temporary guarding at access points through railings and access routes to prevent persons falling into the water.
- Have a 24-hour rescue plan for persons falling into the water. This plan should be in place taking into account local currents and conditions including the availability of a rescue craft and access to ladders for re-boarding the vessel.
- Have external lighting on walkways and for the surroundings for security aMOB recovery purposes.

#### **v Pollution Control**

As a minimum, discharges of wastewater and refuse management system should be in accordance with local regulations. Pollution prevention and clean-up equipment at fuelling stations should be provided.

#### **vi Life-saving Appliances (LSA)**

Life-saving appliances should be in accordance with the LSA code published by International Maritime Organization (IMO).

#### **vii Accommodation**

- No more than four persons shall be accommodated per room.
- Emergency exits should always be capable of being opened without the means of a key from the inside.
- The use of bunk beds is strongly discouraged. They could however be considered after a balanced consideration of safety, risk, quality of sleep, logistics, cost and environmental impact.
- Beds should be arranged not to impede means of egress. A space of a minimum of one-meter wide should be available down the center of the room as a thoroughfare. The bed layout should encourage privacy, whenever possible.
- Beds should be provided with a suitably comfortable mattress and pillow. Each person shall be provided with a proper space for the storage of personal belongings.
- The living quarters should:
  - Be provided with sufficient lighting, climate control and sound insulation.
  - Include smoke detectors.
    - Include portable carbon dioxide (CO<sub>2</sub>) or preferably dry powder fire extinguishers (not smaller than 9 kg or larger than 13.5 kg) available at each exit. Fire extinguisher operating instructions (in relevant languages) should be posted.
    - Be fitted with a general alarm signal system that is clearly audible in all areas of the boat.

#### **viii Navigation restrictions**

- Navigation should be restricted to the river and with only the houseboat crew onboard.
- Open sea navigation should not be permitted.
- Personnel transport should be allowed on dedicated vessels only.

#### **ix Smoking policy**

Smoking should be restricted to an approved and dedicated smoking area only. Suitable signage should be displayed.

#### **x Catering facilities**

Food preparation and dining area should be in a dedicated area and include fire prevention (e.g. steel walls, emergency gas cut-off) equipment and fire extinguishers.

#### **xi Communication**

Each floating accommodation should have the ability to communicate on the marine radio channel 24 hours a day.

#### **Fire safety**

Considerations:

- Where floating accommodation units are strung together, provision should be made for separating units to prevent the spread of fire.
- Muster stations should preferably be onshore on a dry area.
- An adequate gangway of a minimum width of 60 cm, with handrails, should be provided from the barge/boat to the shore or, when rafted alongside another barge/boat, to that unit.
- When siting fuel and explosives storage, consider the impact of leaks, fire and explosions to minimize potential impacts.
- Evacuation routes should be determined and communicated through exercises to optimize the reaction time and minimize the possible tripping hazards i.e. from the outer unit to the muster station or to a vessel alongside

## 2.1.2 HSE

### 2.1.2.1 Healthcare.

Provide healthcare facilities to allow for the efficient and effective treatment of sickness and minor injury and the stabilisation and medical evacuation of seriously injured or ill persons. The facility will incorporate all of the following functions; Administration, Consultation, Examination, Dispensing, Minor

Treatment, Ward, Storage, Toilet. The size and scope of a facility will however be proportionate to the number of personnel on board and the remoteness of the facility.

Be Well is Shell's health promotion programme that helps employees to optimise their health. The programme supports healthy choices and behaviour change through information, health programmes and on-line tools to enable them to be at their best.

Contractors are encouraged to provide a similar programme

The Sick Bay should have as a minimum:

- Access
    - ✓ Easy stretcher access / egress (i.e. this includes transport of patient from incident location to sick bay, which could involve between platforms, through airlocks, up or down stairs and around corners).
    - ✓ Easy access to medical evacuation departure point (e.g. helideck, lifeboats).
    - ✓ Sole use as a Sick Bay with access restricted to health staff.
    - ✓ .
  - Fixtures and Fittings
    - ✓ Temperature controlled, monitored and lockable refrigerator(s) for certain medical supplies and pharmaceuticals.
    - ✓ Hand washing with elbow taps and warm and cool running water, toilet and shower facilities, including capacity to shower a seated patient.
    - ✓ Lockable filing cabinet for confidential medical files.
  - Services
    - ✓ Adequate communications, which should include telephone, satellite phone or video conference for telemedicine.
    - ✓ Medical waste disposal facilities.
    - ✓ Secure electricity supply services.
    - ✓ All air extracts from the entire medical suite should be regarded as contaminated (e.g. via toilet or direct extract system).
    - ✓ All light fittings in the sick bay should be emergency fittings with battery back-up.
- A freestanding or ceiling mounted examination light should be

#### 2.1.2.2 Create an inclusive environment

Create an inclusive environment that enables use by everyone, regardless of age, race, gender or disability. The following table highlights various diversity and inclusiveness elements that should be considered:

DIVERISTY CONSIDERATIONS		
Gender	Sexual orientation	Disabilities

Separation of sleeping units and bathrooms as well as flexible recreation schedules should ensure security and privacy	Arrangement of sleeping units should consider different sexual orientation	Facilities should be easily with disabilities to live and work safely and effectively.
<b>Nationality, race and religion</b>  Catering should consider religious and cultural needs. Foods should be provided with flexible hours to account for religious occasions. Provisions of multi-faith prayer room should be considered.	<b>Culture</b>  Provide workers with cross-cultural training to enable them to behave in a respectable manner to each other and local communities	<b>Age and generation</b>  Leisure activities, communication systems and amenities should take into account generational differences.

#### 2.1.2.3 Reduce the risk of fire

- Provide high quality measures to reduce the risk of fire in accommodation areas and delay its spread.
- Worker accommodation and all buildings shall meet local fire safety standards and regulations and should follow International Fire Code.
- The HSE risk assessment should consider specific fire risk mitigation such as fire-retardant module separations, automatic sprinkler systems, sufficient extinguishing (water) capability, etc.
- Design to consider solutions which minimise escalation of a major accident to the cabins, Health Centre/Sick Bay, Muster Points and Lifeboats
- Laundry facilities are high-risk areas for fire. Careful consideration should be given to the provision of appropriately located access cleaning points in extract ductwork from tumble-dryers to enable regular and easy removal of lint build-up.
- Proprietary Kitchen Cooker Hood and General Fire Suppression System. Manual system activation is required in addition to automatic, as staff are generally aware of a kitchen fire prior to it reaching a level of heat sufficient to activate the system automatically
  - The HSE risk assessment should consider specific fire risk mitigation:
    - ✓ Means to control of hazardous materials and substances.
    - ✓ Prohibit and control interaction with hazardous materials and substances.
    - ✓ Conduct an HSE Risk Assessment and complete a remedial action plan (Health Plan).
    - ✓ Mitigate environmental impacts.
    - ✓ Undertake an Environmental and Social Health Impact Assessment (ESHIA) and identify appropriate mitigation measures.

#### 2.1.3 A Secure Environment – Identifying and dealing with risk

All workers have the right to a secure living environment.

Practical security measures should reflect the level of any local security threats (SOL).

- Risk assessments should consider all applicable baseline security performance design criteria. They should be completed to ensure risk is as low as reasonably possible (ALARP).
- Refuge rooms should be designed with an immediate means of evacuation but should also have the ability to remain secured in the event of criminal or terrorist acts, where this is

assessed to be a potential risk.

- In locations where criminal or terrorist acts are possible, any windows should be narrow enough to avoid forced physical entry and the glass should be appropriately reinforced. In addition, specialist security consultants should be engaged to advise on appropriate counter terrorist measures. All such requirements should be defined and incorporated early in the design process.
- CCTV and access controls provided should meet all minimum group standards.
- Security systems in the LQ should be coordinated with the process installation.
- A formal assessment of CCTV coverage, specific to the facility should be conducted to determine adequate coverage in regard to platform security.
- Any additional detection or protection systems installed on a facility should be compatible with existing equipment.
- Each worker should have an assigned, secure and lockable storage provision in their rooms.

#### **2.1.4 Minimizing Environmental Impact – Sustainability**

An Environmental, Social and Health Impact Assessment study (ESHIA) should be completed

The environmental risk mitigation measures identified in the ESHIA should be integrated into the camp design and layout. This should include water and waste management, minimizing noise disturbance and the use of appropriate lighting schemes to reduce light pollution.

##### **2.1.4.1 General recommendations:**

- The design of the accommodation should form part of the Sustainability Risk Assessment.
- Sustainability measures should form an inherent part of the planning, design, build and operation process.
- A performance-based facilities management program should be put in place.
- The “Reduce, Reuse, recycle” ethos should be implemented.

##### **2.1.4.2 Water efficiency**

- Potable water storage with sufficient capacity for predicted demands is provided appropriate to remoteness and accessibility.
- Water Treatment Plant (WTP) facilities required including sterilization in accordance with World Health Organization (WHO) standards.
- Seawater toilet flushing might reduce the potable water demand.
- Water efficient sanitary fixtures should be installed, such as low flush toilets and showers.

##### **2.1.4.3 Energy efficiency**

- Designers should review all high usage energy consumers (e.g. HVAC air recirculation, water heating/cooling measures and consumption, thermal efficiencies) ahead of consideration of renewable applications.
- The LQ should be insulated to provide a year-round comfortable environment.
- LED lighting should be used.

##### **2.1.4.4 Recycling**

- Ensure designs promote the reduction of waste, re-use and recycling.
- Houseboat should be designed to accommodate recycling including integrated and discrete locations for the recycling bins.
- Introduce compactor(s) for efficient storage and safe handling of waste products.

#### **2.1.5 Quality sleep and privacy – Sleeping units (Cabins)**

Regular and good quality sleep is vital to wellbeing. Fatigue can lead to reduced productivity and increased risk of accidents. Prolonged fatigue can contribute to poor health.

Sleeping accommodation should provide privacy in a space which the worker feels is their own. Ensuring privacy can help reduce stress and contribute to good relations between workers.

The following recommendations should be considered:

#### **2.1.5.1 Safe and Pleasant living Environment**

- Cabins should be allocated to night shift and day shift workers such that they are segregated where possible to avoid disturbance.
- Upper bunk beds shall have a restraining rail to reduce the risk of an occupant falling out. It is helpful to cleaning staff if this rail can be intentionally collapsed but it should not be capable of removal or

accidental collapse. The rail should not hamper the making of beds or cleaning of bed trays.

- Upper bunk access ladders should be sturdy and ideally able to be secured in position. Treads should be non-slip and of sufficient surface depth to be comfortable to the worker's bare foot.

Grab handles should be provided and suitably positioned to provide the worker assistance in ascent and descent to and from the upper bunk

- Cabins should be allocated for use by a single gender.
- Houseboat layouts should be planned to allow enclosed corridors to be allocated for night shift occupancy to minimise disturbance to sleeping workers (i.e. day shift workers should not routinely have to walk past cabins of sleeping night shift workers).
- Corridors and means of egress should remain free and clear of clothes, footwear and other obstructions.
- Doors into the cabins and on individual cabins should have adjustable door closers to prevent doors from slamming.
- Cabins may not be located below exercise rooms or other noise generating spaces to prevent the noise from those spaces disturbing workers sleeping or relaxing in their cabins.
- Houseboat layouts may be planned to allow enclosed corridors to be allocated for all cabins to minimise disturbance to sleeping workers (i.e. no workers will routinely have to walk past cabins of sleeping workers on the opposite shift).

#### **2.1.5.2 Common rooms**

- Provide communal space to relax within accommodation buildings.
- Where shared sleeping units are required, private or quiet space should be made available.
- Comfortable furniture and a TV should be provided in each common room.
- Common rooms should contain seating, lighting and entertainment facilities conducive to communal relaxation for the workforce demographic.

#### **2.1.5.3 Sleeping unit privacy and Personal space**

- Individual cabins should be designed for no more than four occupants (unless further restricted by national regulations). The use of bunk beds is strongly discouraged. They could however be considered after a balanced consideration of safety, risk, quality of sleep, logistics, cost and environmental impact.
- Provide a privacy curtain (flame retardant) for each bed.
- Cabins should have full separation from en-suite washrooms.
- Provide adequate lockable general storage for each worker within their assigned cabin.
- Electrical sockets should be provided in several locations such that cables connected to electrical items will not create a hazard.
- Other than those bed and mattress related furnishings, fittings and equipment (covered elsewhere),

provide furnishings in accordance with this list per cabin:

- ✓ Bed(s)
- ✓ Personal storage lockers
- ✓ Drawers (lockable storage)
- ✓ Shelf or cupboard (unlockable storage)
- ✓ PPE storage (as required)
- ✓ Desk /side table
- ✓ LED Television
- ✓ Mirror – wall /wardrobe mounted (min 60cmx30cm)
- ✓ Coat hooks
- ✓ Mattress(es)
- ✓ Chair
- ✓ Down lights – LED
- ✓ Reading lamp(s) – 1 per bed, LED
- USB charge socket – 1 per bed
- Electrical sockets – as required
- Light switches (accessible from bed(s))
- Wastepaper basket (if allowed by waste philosophy /plan)
- Furniture should be designed and manufactured to suit the generally higher body weight and size of offshore personnel. Average offshore worker in US and UK is typically 98kg.
- The storage locker philosophy should be developed early in the project to allow the number of lockers per cabin to be determined –
- The layout of the beds within the cabins should be planned to provide maximum privacy. Privacy can be maximised with privacy curtains.

#### **2.5.3.1 Cabin Washrooms (Bathrooms)**

- The cabin washroom should be an enclosure that is fully prefabricated using only non-corrosive material (stainless steel or aluminium) coated with non-slip flooring.
- Cabin washrooms should include sufficient access panels to provide easy access to any concealed cistern, shut-off valve and pipework.
- Washroom doors should swing outwards.
- Sanitary facilities should:
  - ✓ Have hot and cold running water
  - ✓ Have well drained flooring to reduce the risk of infections
  - ✓ Have full separation from cabin
  - ✓ Not be shared by more than 8 individuals or 2 cabins (subject to local and national maximum limitations)
  - ✓ Plumbing fixtures should be stainless steel
  - ✓ Marine wall panels should be used for ease of maintenance, slip resistance and seamless connection with the floor
  - ✓ Showers should have a target size of 0.81m<sup>2</sup> with minimum of 0.64m<sup>2</sup>
- Toilet, lavatory, garbage bins and toilet brush holder may be wall hung, for ease of floor cleaning.

#### **2.1.6 Good nutritious food – Catering and dining**

Having sufficient nutritious food and drink is essential for the health, morale and productivity of workers. All workers should have access to nutritious, healthy food served at regular times throughout the day.

Eating good food at shared mealtimes should be a social experience. A range of food and drink should



be provided, including choices appropriate to specific religious or cultural groups.

A specialist catering designer, facilities manager and catering contractor should be consulted to ensure proper catering, kitchen and dining hall design and operations.

#### **2.1.6.1 General recommendations:**

- Specific catering requirements, such as the quantity, diversity and nutritional quality of foods should be identified early in the process.
- The number of persons, cultural variety and shift model should be adequately provided for in the catering arrangements.
- Catering and dining facilities should be designed to be large enough and well equipped to adequately serve the amount of food required by all workers in a timely and sociable manner.
- Quality facilities management is in place to ensure cleanliness and hygiene within the kitchen and dining areas. All kitchen staff are trained in the safe handling of food.
- A mechanism to allow two-way communication on dietary requirements especially regarding health and religious restrictions is recommended.

#### **2.1.6.2 Food Preparation**

- All kitchen and dining facilities design should be based on the critical controls in the Hazard Analysis Critical Control Point (HACCP) system and comply with Shell Food and Drinking Water Safety Guide or any regional guideline that is more stringent.
- A large airlock should be provided at the entrance from the laydown area to allow temporary holding of deliveries and removal of packaging without requiring both doors to be retained open.
- A purpose designed enclosure should be provided for waste handling and storage prior to disposal. Details will vary depending on the nature of the waste being held.
- The Kitchen/Galley should contain each of the following food preparation areas: preparation, baking, cooking, serving and washing up.
- Separate preparation areas are required for the following: vegetable, meat, bakery and general prep.
- Preparation areas should require to be designed to account for religious and cultural requirements.
- Separate areas and surfaces should be provided for preparation of cooked and uncooked food.
- Walls and ceiling should be smooth and covered at wall joints, light coloured and durable from floor to ceiling to promote a clean and hygienic environment and improve lighting levels to create a safer environment.
- Serving tables, hot and cold, to be stainless steel (i.e. Bain Marie's).
- The kitchen should have a pantry for storing day to day items. The pantry should have adjustable shelves and work benching (for storing dry food items) Plastic/metal bins with tight fitting lids should also be provided.
- Kitchens should be fitted with mechanical waste disposal and dishwashing facilities and an adequate number of suitable double-unit stainless steel sinks which should be provided with sufficient supply of hot and cold water, detergents and sanitizing solutions for the requirements of clean catering. The floor covering in dishwashing area should be non-slip, friction type flooring
- Large floor drains should be provided in areas liable to be wet. They should have readily removable grating covers and should allow rapid draining of water from floor washing or spillage. The covers should be readily removable and easy to be thoroughly cleaned.
- Toilet facilities are required for the exclusive use of galley staff which should be separated from the galley by an intermediate ventilated space.
- Adequate drainage should be provided. All sinks, wash hand basins and potato peelers should have water seal traps to prevent drain odour.
- A grease trap should be in a final collection chamber downstream from wash up area. Grease trap(s)



should be easily accessible for cleaning and maintenance.

- The complete kitchen and dining area are to be provided with air conditioning. In addition, make-up air and approved exhaust systems should be installed in the kitchen area. Air exhausted from the kitchen and dining area should not be recirculated. Furthermore, the exhausts from the cooking area should be vented such that the dangers of fire attributed to cooking exhausts are totally removed.
- Separate cold cabinets should be provided for frozen and thawing food. Frozen food, especially meat and chicken, should not be defrosted in sinks or at room temperature. Once the food is thawed, it should not be re-frozen.
- The kitchen should be well illuminated.
- Equipment or furnishings that come into contact with food should be made of impervious materials to facilitate cleaning and to prevent contamination.
- Doors should be fire rated, tight fitting and self-closing. Doors on circulation routes should have fire rated glass vision panels. Magnetic holdbacks should be fitted with manual release buttons.
- Separate hand wash basins with knee operated (/elbow) taps should be provided in kitchens. Disposable paper hand towels and 'low noise' electric hand drier should be provided.

### **2.1.6.3 Dining areas**

- The Mess should have sufficient seating capacity for 33% - 50% of total POB.
- At least 60cm of horizontal table space per occupant should be provided.
- The Mess should have a logical design flow from entry to exit.  
(e.g. entry, queuing space, food collection, condiments, seating area, dropping off dirty dishes, exit).
- Have a climate-controlled environment.
- Finishes and furnishings should have a high sound absorption or noise reduction index to minimise noise.
- Each table should not seat more than eight occupants.
- Tables and chairs should be easily wiped down with no woven or fabric finishes on seats. Tables should have joint free surfaces without crevices. All furniture and fixtures should be smooth and made of impermeable materials that are easy to clean and disinfect.
- On fixed platforms, tables and chairs should not be secured to the floor to allow for easy movement of furniture in the case of flexible use of the space (i.e. group meeting or training, mass casualty zone).

### **2.1.7 Connections to home – Communication systems**

Workers away from home can suffer from loneliness and isolation, affecting morale, wellbeing and productivity. Shell believes that all workers should have easy access to good quality and reliable Information Technology (IT) and other types of communication systems, so they can keep in touch with friends, family and the world outside.

#### **Recommendations:**

- IT requirements should be considered early and throughout the life of the accommodation.
- Adequate planning and provision of IT facilities should be available as soon as the accommodation is in use.

### **2.1.8 Leisure activities – Relaxing, socializing and exercising**

All workers should have the opportunity to relax and enjoy themselves in their free time. If practical, a range of good quality leisure/recreation and sporting facilities applicable to temporary accommodation should be available. The following recommendations should be considered.

- Provide an exercise room with a variety of aerobic and anaerobic exercise equipment.

Mechanical/resistance cardio muscular weight machines are preferred, free weights up to 23kg should be considered if adequate sound insulation is provided to prevent noise and vibration disturbance and if the floor design allows.

- The exercise room should not be located above cabins. There should be adequate separation to prevent noise disturbance.
- Indoor recreation space should be temperature and humidity controlled to a comfortable level for strenuous activity.
- Design of indoor recreation areas should include sound reduction measures such as acoustic ceilings or sound partitions to limit the spread of sound to adjoining areas.

### **2.1.9 Convenient services – Amenities**

Amenities should be provided to help workers enjoy a reasonable lifestyle

A range of amenities are required, reflecting the anticipated number of workers and their cultural background and expectations. Shared amenities, accessible

to all workers, help promote social interaction and workforce cohesion within the accommodation. The following recommendations should be considered.

#### **2.1.9.1 General**

- The range of amenities, goods and opening hours are tailored to match the working rhythm of the project.
- A quality facilities management provider should maintain amenities to a high standard.

#### **2.1.9.2 Places of worship.**

- Suitable places of worship for the religions present on the houseboat should be provided. This may include the need to also provide adjacent ablution facilities.

#### **2.1.9.3 Laundry facilities.**

- Should be provided with at least one washing machine and dryer per 25 residents, including a space to dry and iron their own clothes. This could be self-serve or a commercial laundry service. For self-serve, access to consumables is required.
- Should provide facilities for washing, drying, ironing and storage of household-linen (e.g. Bed linen, towels and pillowcases) and personal clothes including working overalls.
- Should have the capacity to deal with an average of 5 kg of dirty linen and clothing per person per week.
- The design of the laundry should enable the following tasks to be efficiently carried out:
  - ✓ Dropping off items to be laundered
  - ✓ Tagging and marking
  - ✓ Sorting
  - ✓ Washing
  - ✓ Drying
  - ✓ Ironing (roll ironing for bed sheets, steam press and electric flat irons)
  - ✓ Storage
  - ✓ Return of washed and pressed linen to residents

### **2.1.10 Quality facilities management – Efficient infrastructure and support services**

Worker accommodation is a community with a multitude of services whose smooth operation is vital to the health, safety and morale of residents.

Performance-based facilities management is necessary to ensure the smooth operation of every aspect of life from laundry to food and leisure. The following recommendations should be considered:

**General**

- Plan all infrastructure and services for the whole lifecycle of the accommodation.
- A performance-based facilities management system should be established.

**2.1.10.1 Water**

- Provide sufficient potable water for the daily needs of all workers with sufficient storage for emergency use.
- Workers should have easy access to clean, potable water at all times in accordance with W.H.O. and local standards.
- Incorporate spare capacity of at least one week of potable water for all residents for use in an emergency.
- Chilled drinking water should be provided in communal buildings and indoor recreation areas.

**2.1.10.2 Waste**

- Provide sanitation infrastructure to hygienically remove, treat or reuse waste and wastewater.
- Location and quality of wastewater discharges should comply with the findings of the ESHIA.
- All wastewater should be disposed through wastewater treatment facilities, either public facilities or within the worker accommodation site.
- Prevent leakage of pollutants.
- Grease traps and other interceptors should be installed to the drainage system and be sized according to the footprint of the accommodation.

**2.1.10.3 Electricity**

- Provide constant electrical power to the accommodation with a secure back-up system for emergency use.
- Electricity is a key area of concern in mobile camps. Functional guidance for installation and maintenance should be provided.

**2.2 TECHNICAL REQUIREMENTS – HOUSEBOAT**

The houseboat is design based on the anticipated capacity. Below is the typical 40-man houseboat



GSA Accommodation  
Houseboat GFL.pdf



GSA Accommodation  
Houseboat FFL Level.



GSA Accommodation  
Houseboat 3D View.p

N/B Each cabin shall have a maximum of two personnel (use of single bed) or four personnel (Use of double bunk.)

Shared occupancy sleeping units should provide workers with a net floor area of approximately 6m<sup>2</sup> per person.

**2.2. SCOPE OF WORK**

As a minimum the scope of work shall comprise the following major segments

- Mobilization of equipment, materials and personnel to sites.

- Demolition/ removal of existing Houseboats
- Deployment of houseboats/ High-grade of existing houseboat accommodation units to meet AWG standards
- i. Internal finishes- Floor and wall tiling works,
  - - Ceiling works
  - - Masonry/Carpentry works
  - - Electrical works
  - - Plumbing works
  - - Painting works
- ii. External Works – The Deck, walkways etc
- Facility Management
- Demobilisation

A more detailed description of the work is given below:

#### 2.2.1 MOBILISATION.

Prior to deploying of the houseboat accommodation units, Contractor is expected to submit details of the units (size and architecture) for approval and inspection.

#### 2.2.2 The houseboats shall meet industry standards and comply to SPDC Marine Transport Manual Part 1 section1(Document No. SPDC 2001-152-MTM 01.12) this shall include but not limited to

##### 2.2.2.1 HOUSEBOAT GENERAL STRUCTURE

- Houseboat shall be Seaworthy and compliant with Nigerian Inland Waterways Regulations.
- The superstructure of house boats shall be ship-style all steel structure and storey type (upper and lower). The panel shall be rot/moisture/corrosion resistant. There shall be no central corridors. Entrance to every cabin or office space shall face outboard. Doors to every space facing outwards shall open inwards. All accommodation floors shall be Bolidt, screeded with Bolidt product. There shall be fire sprinkler system and smoke detector monitors in each apartment.
- Length, breadth, depth and height will be houseboat specific, while draft will be provided for the minimum feasible.
- The design of hull structure and its construction should provide strength and service life for the safe and effective operation of the houseboat, to withstand the sea and weather conditions encountered in the normal course of operation within the Nigeria Niger-Delta riverine areas.
- The structural design of the houseboat and construction should be based on the provisions of Lloyds Register of Shipping Rules and Regulations or its equivalent.
- Material for house boat structural construction shall be Marine grade A steel — The quality, strength and testing of steel and steel alloy plates & sections and other materials used in the construction of the hull, bulkhead, decks; bronze and gunmetal, brass, castings etc. used in the attachments thereto, are to be in accordance with the requirements of the classification society.
- All joints must be made with perfect continuous and watertight weld.

- Minimum HSE standards for the Houseboat construction, cabins, layout, guard railings, fire safety and emergency response shall be in accordance with SPDC's HSE reference Manual
- Houseboat deck shall be built with minimum of 10mm thick plate. To be stiffened longitudinally with 100mm x 100mm x 8mm angle bars and transversely framed with 300mm x 100mm x 8mm angle bars. Each longitudinal to have 25.4mm radius adequately spaced to serve as water equalizing ways. The bilge strake to be of 12mm thick plate.
- The deck plating of the top deck shall be constructed and connected to the external bulkheads ensuring that there is no distortion produced. There shall be an adequate stiffening provided by I-beams below. The deck shall drain water outboard during rainstorms.
- Construct and weld to the pontoon top a substantial steel frames using 100mm X 50mm square hollow members and I-beams for the horizontal to carry the upper deck.
- There will be not less than four in number double bitts (located fore and aft) and not less than four in number single bitts (located amid ship). The bitts to be constructed with 12.7mm thick 250mm diameter steel pipes, Bitts to penetrate a 12.7mm doubler plate and deck with 305mm portions each above and below deck. Bitts to be stiffened with 8mm thick plates below deck and capped with 19mm thick plate above deck. Rope pins to be fitted.
- Each compartment to have an access manhole with Circular flush-fitting manhole covers of 18in diameter and of single central bolt or multiple bolt locking construction. A ladder shall be mounted beneath each manhole. Gland packing to be provided to ensure that watertight integrity is assured and maintained. Suitable tools and spares to be provided for the removal and re-fastening of the manhole covers and plugs.
- The paint on all decks shall be of non-slip type; All plating and sections to be sand, or grit-blasted to grade SA-2½ and primed. Colour for painting shall be red and black for the pontoon, painting for the accommodation area shall be as chosen by SPDC.
- Painting for pontoon and internal void spaces shall be as follows: Full coat inter-primer CPA 099 or equivalent (50 microns dft). Full coat Epoxy overcoat — inter-tuff JXA 066/010 or equivalent (200 microns dft).
- Painting for Keel, Swim-ends and hull shall be as follows: Full coat Epoxy Primer—inter-shield EGA 088/089 or equivalent. (50microns dft). Full coat epoxy overcoat — Inter-turf JXA 066/010 or equivalent, (200microns dft), Full coat Epoxy topcoat — Inter-turf 464/46 or equivalent. (150 microns dft). Anti-fouling up to full load water line —BLA 220 or equivalent (60 microns dft). The total paint thickness will be at least 460 microns dft
- Painting for decks and deck fittings shall be as follows: Full coat epoxy primer — Inter-shield EGA 088/089 or equivalent (50microns dft). Full coat epoxy overcoat — inter-tuff JXA 066/010 or equivalent (200microns dft). Paint should be anti-skid type.
- There shall be 1.5m width walkway. There shall be guardrails all round, up and down. The handrails shall be 1.5m high.

#### 2.2.2.2 DRAWINGS

The following drawings shall be among principal documents during delivery of houseboats to SPDC

- Pontoon arrangement
- Steel frame structural details and calculations Deck arrangement plan
- General arrangement plan

- Floor plans, Sections and Elevations
- Fire protection drawings including smoke detection/fire alarm. system drawing Electrical engineering drawings for piping, sockets, switches, lighting, earthing and lightning protection systems
- Pipe plumbing /sewage installation drawings for portable hot/ cold wastewater and sewage treatment systems.
- Documents to be provided shall include Load List and Generator Sizing Calculation; and firefighting/HSE plan,

## 2.3 DETAILED SCOPE OF WORK

### 2.3.1. REMOVAL OF EXISTING ACCOMODATION UNITS (where applicable)

- i The CONTRACTOR shall dismantle & remove existing houseboat
- ii The removal shall comply to relevant industry standard and in line with SPDC marine logistics and HSE rules and regulations.
- iii. The Contractor shall clear the new campsite of any obstructions and made ready to receive new accommodation units

### 2.3.2 SETTING UP OF CAMPSITE. - Mooring and Towing

Houseboat should:

- Be moored to a shore or riverbank, to facilitate safe and quick abandonment to land in the event of emergency.
- Have a suitable clear area ashore for muster and medical evacuation.
  - Have adequate arrangements in place to facilitate safe abandonment and medical evacuation when moored mid-stream or away from land.
  - Have moorings that should be of sufficient strength to hold the floating accommodation in place in the anticipated conditions.
- Take account of local currents when selecting moorings.
- Be moored away from population centres.
- Be moored upstream of any foul water discharges.
- Be upstream and separate of fuel and explosives storage.
- Provide adequate moorings and safe access for small boats.
- Not be moored within 1 km of any installation (surface and subsea).
  - Have adequate towing capacity, usually a tug, available for immediate use in the event of the accommodation dragging or breaking moorings.

The Contractor shall moor the new houseboat or high-grade existing houseboat in line with minimum AWG standard. Apart from the utilities (Water facilities, Generators) the houseboat shall have as a minimum

- h. Accommodation units (Cabins)
- i. Kitchen & Restaurant

- j. Recreation/Mess (Gym and/or indoor or outdoor games)
- k. Medical facility
- l. Laundry
- m. Store for Kitchen and other services
- n. Worship center (Optional)

### 2.3.3 HOUSE BOATS AND OTHER PROVISIONS.

Only standard houseboats that meets the not only the Industry standard and comply with SPDC Marine and Logistics regulations (**SPDC Marine Transport Manual Part 1 section1(Document No. SPDC 2001-152-MTM 01.12)** *shall be used as accommodation units.*

### 2.3.2 INTERNAL FINISHES

The number of cabin rooms provided shall be subject to the specific location. In addition to the cabin rooms, there shall be other spaces which shall include galley (kitchen and food stores) mess(dinning), general store, general toilet, medic(clinic), laundry, electrical switch room, pump room, office/IT/telecoms/radio room/recreation, games, gym. There shall also be under deck compartment for freshwater storage, sewage room and enough voids compartment to set the houseboat afloat

#### 2.3.2.1 FLOOR FINISH

- The floor finish shall comprise of 50mm thick cement mortar floor screed on a shaker plate and finished with non-slip vitrified Italian/Spanish floor tile. The floor tile dimension could be 450 x 450x6mm thick or 300x600x6mm thick. N/B Tile samples must be approved by SPDC before placement. Prior to tilling, two-floor waste discharge access shall be provided on the floor, one on the shower and the order on the w/c area.

#### 2.3.2.2 WALLS

- The internal cladding of the rooms compartment shall be made of fire-retardant cement fibre board of 2400 x 1200mm x 10mm thick. Cement board shall be installed using aluminium screw nail to a 50mmx3mm aluminium flat bar profile at 300mm x 600mm grid i.e. i.e. 300mm c/c horizontally and 600mm c/c vertically
- The contractor shall screed properly the surface of the cement board using pop material (PoP cement +Screeding paint) or as approved and instructed material by S.P.D.C. Allow the screeded surface to dry thereafter sandpaper to smooth finish to receive paint.
- The contractor shall provide and apply dulux /luxul/or Intercolor paint (soft sheen or silk emulsion) or any other paint as approved by S.P.D.C.
- 
- For toilet walls Contractor shall provide and install Spanish/Italian ceramic wall tile on the surface of the cement board from floor to top of the ceiling. Size and colour of wall tile to be approved by SPDC.

#### 2.3.2.3 CEILING

- Ceiling material shall be 2400 x 1200mm x 8mm thick fire-retardant plaster board or 2400 x 1200m x 6mm thick cement fibre board. Cement/ plaster board shall be installed with the aid of aluminium screw nail to an aluminium profile (flat bar or 40x40 sq. pipe) at 300mm x 600mm grid.
- The contractor shall provide material (PoP cement and Screeding Paint) and screed the ceiling to receive paint. Allow the screeded surface to dry thereafter sandpaper to smooth finish to receive paint.



- The contractor shall provide and apply dulux /luxul/or Intercolor paint (emulsion) on the ceiling.

#### 2.3.3.4 DOORS AND WINDOWS

- All cabin doors shall face outward and open inward with door catchers suitably positioned in each cabin to prevent swinging doors at rough weather.
- All common areas doors shall have a glass viewing pane. The common areas shall include galleys, mess, recreation area, gym and games room
- All entrance doors to galley and mess shall be equipped with additional fly screen.
- Emergency exit doors shall be provided at the galley, mess, games room, gym and recreation.
- Each door frame shall be of anodised aluminium frame (Nigalex profile) with double panel 1.5mm aluminium doors. All doors shall have security peep hole at normal eye level. Doors size shall be 2100mm x 900mm or 2100mm x 750mm with standard lock. Doors and windows shall be made of Nigalex aluminium material with metallic colour finish. Window shall be made of two panel with mosquito net. The lower edge of the door shall have a flexible fire retardant, rainstorm deflector.

#### 2.3.2.5 PLUMBING AND ACCESSORIES.

- Plumbing shall be boxed as a trunk. All other exposed waste lines shall be boxed into easily accessible recesses so as not to obstruct any access/ passageway. All plumbing lines shall be pressure tested before trunking.
- Plumbing lines shall be made of IPS rated Pipes (Wichtech pipes).
- Minimal fittings required in a toilet include
  - ✓ WCs and WHB shall be Sweet-Home (Model – Galeria) or Twyford E-100 series/Model- Options
  - ✓ Shower mixer and Basin Taps, heavy gauge and chrome plated. (Twyford)
  - ✓ Ariston Water heater,
  - ✓ Towel rail,
  - ✓ Tissue holder,
  - ✓ Soap holder etc.
  - ✓ Shower curtains and
  - ✓ Wall mounted 600 x 450mm mirror
  - ✓ 6” Expeller fan. (IXPELAIR Make)

#### 2.3.2.4.6 ELECTRICAL WORKS/POWER HOOK-UP

All Construction, Installation, testing and commissioning shall be carried out in accordance with good engineering practice and shall satisfy all SPDC standards (SPDC - Standard construction Specification; Section 17 and DEP-33-64-10-10) and statutory requirements of the nation. All cables, pipes, fittings and installations shall be approved by SPDC before work is accepted as complete.

N/B All electrical fittings and wires must be from SPDC approved OEM: All cables shall be from Cutix Nigerchin, or Kabel Metal. Sockets and Plugs shall be from ABB and HAGER. Lighting fitting shall be from Philips or Thorn make and PVC pipes shall be, and accessories shall be Dignity or Niger Product. CONTRACTOR shall ensure that all pipes and fittings are approved by SPDC representatives prior to installation.



### **Positioning of equipment.**

- Prior to commencement of work the Contractor shall discuss with the Company Representative the detailed layout and location of distribution boards, feeder panels, lighting fittings, sockets, etc.

### **Piping & Wiring Works – Conduit Installation**

- Conduits shall normally be "chased" into walls. Runs in wall shall be vertical to ensure safety against accidental damage by occupants. The conduit sizes shall be 20mm PVC for 2,5mm<sup>2</sup> cables and 25mm PVC for fire cables and 4.0mm<sup>2</sup> cables. Contractor shall install PVC piping and sockets for TV sockets, fire systems and internet/Telephone/television.
- All conduits, ducting and trunking shall be properly supported to give adequate protection against risk of mechanical damage to the cables.
- Conduits must always be taken directly into distribution fuse boards, switch fuses, switches, isolators etc. At switch positions conduits must terminate with a metal box or suitable enclosure.
- All wiring within buildings unless otherwise specified and approved by the Company shall be run in PVC conduits or ducts. The maximum number of PVC insulated wires drawn into conduits shall be such that no damage is caused to the cables or the conduits during their installation. An access capability for 25% additional wiring shall be considered reasonable minimum allowance.
- When drawing cables into conduit, they must first be run off the reels or the reels must be allowed to revolve to prevent twisting of the wires.
- The cables shall be drawn carefully into the conduit in such a manner as to prevent any cables crossing.
- No connections will be allowed in pull through conduit boxes.
- For lighting installations only, looping boxes will be permitted in false ceilings, located near as possible to the lighting fittings.

### **Installation of Fittings**

- Lighting circuits within buildings shall be executed using 2.5 sq. mm single core insulated wire. - Brown/blue/green for all lighting, Ring circuits and 13A sockets.

All Ring circuits shall be protected with a 32A RCBO. The air conditioning units and water heaters shall be protected with 20A RBCO. Kitchen equipment and recreational equipment with higher breaker ratings shall be protected with 32A RBCO. Heavy equipment in the kitchen like cookers, burners and ovens shall be gas powered. Gas tester shall frequently be used in the kitchens. The lighting circuits in the rooms shall be protected with 4amp MCB while kitchen, worship centers and gym lighting circuits will be protected with 6amp MCB.

- Air conditioners, water heater etc shall be executed using 4.0mm<sup>2</sup> single core PVC - insulated cable (Brown/blue/green) with 15A sockets and plugs. 32A sockets shall also use this size of cable.
- All lighting fittings for outdoor installation shall be IP65 rated.
- Spotlights fittings shall be installed in the rooms and kitchens.
- The CONTRACTOR shall supply and fix emergency lighting fittings in all the rooms, kitchens, gyms and worship Centre's.

- The CONTRACTOR shall supply and install Fire alarms system in all the rooms: one smoke detector in the rooms and one heat detector in the bathrooms. Kitchens shall have two heat detectors mounted. Manual call points, sounders and beacons shall be installed outside the Portacabin. Do not install the sounders close to the generators. The make of the fire alarm system shall be Gent or ESSER IQ-8 Quad.
- The CONTRACTOR shall supply and install Eco-friendly one 1.5hp Split unit A/C in every room (Pdt. make shall be Midea/York.)
- The CONTRACTOR shall supply and install one hooded type expeller fan in the kitchens. Two Insect catchers shall be installed in the kitchens and mess respectively
- The CONTRACTOR shall supply and install 30litre/1500W Ariston water heater in each room
- The CONTRACTOR shall supply and install Furse lighting arrestors in the roofs of the Houseboat.
- The earthing of the houseboat shall be tied to the barge.
- The CONTRACTOR shall supply and replace all dilapidated or underrated distribution boards and TP&N. All cable entries into TP&N and Distribution boards shall be bottom entry. The approved make for TP&N, breakers, fuses and distribution boards shall all be Hager or ABB. Every room shall have its own 32amp consumer unit. Kitchens and Gyms shall have a 100amp distribution board respectively.

#### **Power Hook-up**

- 63amp ABB industrial sockets shall be used for power hook-up to the accommodation Portacabin. While 100amp ABB industrial sockets shall be used in conveying power to the Kitchen and laundry

#### **Testing of installation work**

- After completion of the installation work the Contractor shall test, at his own expense and in the presence of the Company Representative, the insulation resistance, earth continuity, polarity etc. of each conduit.
  - The following items, where relevant, shall be tested in the sequence indicated.
  - Continuity of final ring circuit conductors.
  - Continuity of protective conductors, including main and supplementary equipotential bonding.
  - Earth electrode resistance.
  - Insulation resistance.
  - Polarity.
  - Earth fault loop impedance.
  - Operation of residual current devices and fault voltage operated protective devices.

#### **Identification labels for distribution boards**

The Contractor shall fill in proper identification labels for outgoing circuits.

The installation will not be accepted as completed until the Contractor has prepared and handed over to the Company a complete set of "as-built" drawings showing the exact locations of all light points, socket outlets, switches, distribution boxes etc. and the exact position of all cable and conduit runs

with type, number of cores, installed length, dimensions and purpose of cable. In the case of conduit, the type and size of conduit and type number and size of wires shall be stated.

## **OTHER ELECTRICAL/POWER REQUIREMENTS**

- The CONTRACTOR shall supply and install two generators (N+1 philosophy) for the GSA Campsite. The two shall be of the same rating. The generator ratings shall be 80kVA for 20man accommodation and 100kVA for GSA 40man accommodation. The make of the generator shall be Caterpillar or any other approved make. Ensure the neutral of the generators are well grounded.
- For new plant construction, joints in cabling shall only be permitted where the route length exceeds commercially available cable drum lengths. Teed cable joints shall not be used. Cable joints shall be recorded, and their locations marked accurately on the 'as-built' drawings
- During transport, storage, and installation, cable ends of all types of cable shall be suitably sealed to avoid ingress of water.
- The CONTRACTOR shall ensure that instrument, telecommunication and computer/data cables on trays separated from those used for HV and or LV cables.
- The CONTRACTOR shall ensure that the generators are serviced as at when due by a qualified technician and avoid overloading.
- The CONTRACTOR shall ensure a logbook is provided for the generator.

### **2.3.6.7 Cabin and Furnishing:**

There shall be a maximum of two (2) persons per room or four (4) persons if double bunk beds are used and rooms shall comply to a minimum density of 6m<sup>2</sup>/person.

- Every cabin room shall have an adjoining toilet and shower. All showers and toilets shall be provided with an adequate supply of hot and cold running water

The contractor shall provide and install the following as minimum furnishing required in a room.

- ✓ I The bed frame of 3'6" x 6' made from High Density Fibre (HDF) wood with in-built drawers or bedside cabinet having two drawers. The bed Matrass shall be Vita Galaxy (3'6"x6'x8"); Two Vita Foam Pillows per bed
- ✓ Ii A wardrobe size of 1200x2100x600mm constructed with HDF wood with self-accessed door and lock
- ✓ Iii A reading table and chair.
- ✓ Iv Where required a 32" smart Television set (Flat Screen -LG or Samsung make)
- ✓ v Eco-friendly 1.0HP Split unit air conditional.
- ✓ vi A medium size single door refrigerator
- ✓ vii A small pedal waste bin

### **2.3.2.4.8 THE KITCHEN/MESS/LAUNDRY**

- Galley (Kitchen and stores) Hazard Analysis and Critical Control Points (HACCP) shall be considered during the design and must implement it during operation. Operating surface shall be between 850 mm–900 mm above Floor level. Floor surfaces shall be slip-resistant and washable. Floor drainage with drainage grilles shall be provide in the galley adjacent the washing area and sinks.

Electrical fly killing units should be provided at strategic locations; such units shall not be positioned over work tops or equipment. Galley spaces, including fresh, cold and dry goods stores, must be suitably(mechanically) and sufficiently ventilated to prevent excess humidity or heat. Food storage areas must be large enough to store 14 days supplies to cater for number of beds provided for the houseboat. All freezers and fridges shall be equipped with an easily viewed temperature indicator.

- The mess room shall sit at least 50% of the peak population at a time. The special requirement shall not be less than 1.4m<sup>2</sup>/diner. The mess room shall be fitted with - electrical fly killing units at strategic locations; such units shall not be positioned over work tops or equipment. Also provided in the mess shall include, dining table and chairs, strategically located wash hand basin and dryer, portable water fountain or/and refrigerator.

The mess shall be well lightened and ventilated with light fittings and Air-conditioners.

- Laundry shall be situated at the end, adjacent to the pump room on the lower deck. It shall be adequately lightened and fitted with the following -Industrial washing machine (Electrolux or equivalent), industrial drier (Electrolux or equivalent), at least two 15amp and two 13amp sockets for ironing, two ironing boards, two electric iron, one-piece wooden heavy duty ironing table 1.8m x 0.6m and 1m high, one 0.3m extractor fan

## 2.4 COMMUNICATION

- The houseboat shall de equipped with the ability to communicate on the marine radio channel 24 hours a day.
- The houseboat should be equipped with Wi-Fi connections from the Telecoms room ironing table 1.8m x 0.6m and 1m high, one 0.3m extractor fan

## 2.5 LAUNDRY SERVICES

The contractor shall provide laundry services and ensure that it is always functional. It is recommended that Electrox washing and drying machine be install with adequate ironing board and pressing iron

## 2.6 UTILITIES

Contractor is to provide adequate water and 24-hour electricity to the camp.

The CONTRACTOR shall supply and install two generators (N+1 philosophy) for the GSA Campsite. The two shall be of the same rating. The generator ratings shall be 80kVA for 20man accommodation and 100kVA for GSA 40man accommodation.

The make of the generator shall be Caterpillar or any other approved make. Ensure the neutral of the generators are well grounded.

The contractor shall sink a borehole and erect an overhead tank for purposes of ensuring adequate water supply. However, where the water quality falls below WHO recommended standard for drinking water, the Contractor shall provide a water treatment facility.

However, where the camp is within the FLB utilities services shall be extended to the camp.

## **2.7 FACILITY MANAGEMENT**

The contractor shall provide a range of services at the houseboat covering management and operations of the following services for which reimbursement shall be made to the Contractor in accordance with terms as agreed.

- ix. Catering and Housekeeping services. The Contractor shall perform catering work in a thorough, safe, efficient and workman like manner with due diligence and care in conformity with SPDC's instruction.
- x. Reactive and Proactive Maintenance works: Contractor is responsible to the maintenance of the camp infrastructure and utilities facilities.
- xi. Service times – Catering which included provision of breakfast, lunch, dinner and any other adhoc meal shall be conducted for the duration of contract. 3- meals a day
- xii. General Cleaning. Contractor shall ensure that cleaning of the accommodation, recreational area, equipment, fittings & fixtures are carried out in accordance with sound hygiene practice. Contractor ensures showers, toilet areas are cleaned and disinfected daily.
- xiii. Laundry. Contractor shall launder linen in the campsite on daily basis and for each change of occupancy to ensure that all bedding is in clean hygienic and attractive condition.
- xiv. House Keeping: The following is the minimum toiletries, bedding and linen that the Contractor shall supply in clean and good condition to the resident upon occupying the room; one flat sheet with two pillows; one bed cover; two-bathroom towel; laundry bag etc
- xv. Waste Disposal: Contractor shall have an approved waste management system and be responsible for the control and segregation of all waste generated

## **2.8 REFURBISHMENT OF ONSITE HOUSEBOAT**

### **2.8.1 STRIPING WORKS**

The contractor shall remove existing floor, wall and ceiling finishes include rusted plates or deteriorated wall or ceiling grid members shall be removed. For the floor weld 5mm thick shaker plate as base plate. Thereafter cast 100-150mm thick reinforced concrete 1:2:4 mix. to receive tiling works. While the wall and ceiling grid shall be reconstructed to receive wall cladding and cement board

### **2.8.2 PLUMBING WORKS**

Plumbing lines shall be PPR pipes made of IPS rated Pipes (Wichitech pipes or approved equivalent). All internal piping works shall be completed and pressured testing before concealing them with wall cladding material. N/B The pressure testing MUST be witness by SPDC site representative.

### **2.8.3 PAINTING WORKS**

The CONTRACTOR shall carry out surface preparation of all ext. which includes scrapping off, power brush washing, washing with detergents and filling voids with approved filling material

The CONTRACTOR shall prime the external body with marine anti-rust paint.

The CONTRACTOR shall apply two coats of approved marine paint on the external body.

All paint to be used must be from SPDC's approved manufacturer (Dulux, Berger)

***All other Floor, wall, ceiling and other finishes requirements for new HOUSE BOATS applies.***

## **2.9 DEMOBILISATION**

Demobilisation shall include the demobilisation of all CONTRACTOR's resources from SITE, SITE clean-up, reconciliation, to SHELL's satisfaction, of any SHELL provided materials and return of surplus to SHELL's warehouse, and the production of the final report and project documentation

### **Overarching Requirement**

The internal finishes, fittings and furnishing shall be new and/or in a very sound and aesthetically attractive state that ensures the motivation of the users of the accommodation.

All parts of the accommodation and associated facilities shall be free from rust, noticeable wear and tear and other deformations that are displeasing to the eye.

Houseboats shall be thoroughly inspected to ensure they conform with AWG minimum requirement before they are accepted for use in Shell operations.

### **Facility Maintenance**

On acceptance of CONTRACTOR's supplied houseboat, The CONTRACTOR shall be required to provide a detailed Facility maintenance plan to ensure top quartile Industry Standard Facility Management and maintenance plan to ensure top quartile maintenance of the Houseboat that will sustain the high quality of the houseboat throughout its use in Shell operations. The CONTRACTOR'S Facility Management and Maintenance plan shall be reviewed and approved by Shell before the deployment of the Houseboat to the location that it will be used. CONTRACTOR shall update the Facility Management and Maintenance plan with all of the steers and comments by Shell to ensure robustness before approval by Shell and before implementation

## **STATIC GUARD**

## **6. SENTRY POST AND SENTRY BARGES**

## **ARTICLE 1 – GENERAL**

- 1.13 The CONTRACTOR shall perform the WORKS in accordance with the terms and conditions of this CONTRACT. The WORKS to be performed shall generally consist of all WORK necessary and incidental to the successful completion of **CONSTRUCTION SENTRY POSTS/BARGE AT APPROVED SPDC LOCATIONS**
- 1.2 The SERVICES shall be provided strictly in accordance with the terms and conditions of this CONTRACT, and any further SHELL instructions in that regard.
- 1.14 The CONTRACTOR shall provide and mobilise all resources including personnel, equipment, materials, plant/equipment and transportation necessary to perform the SERVICES in accordance with CONTRACT.
- 1.15 The CONTRACTOR warrants that properly skilled personnel shall perform the SERVICES in a safe manner to SHELL standard, using good working practices.
- 1.16 The CONTRACTOR shall ensure that his supervisory personnel are capable of, speaking fluently, understanding, reading and writing in English language.
- 1.17 The CONTRACTOR shall provide the SERVICES in accordance with SHELL safety standards, using good working practices by properly skilled, experienced and suitable personnel and those materials supplied will be new, free from defects and suitable for their intended purpose.
- 1.18 The CONTRACTOR shall comply with all instructions with regard to the SERVICES that are issued by SHELL. The CONTRACTOR shall perform the SERVICES in accordance with the requirements of the CONTRACT with all proper skill and care and in accordance with good practice and in compliance with all relevant laws and regulations.
- 1.19 The CONTRACTOR shall notify SHELL of any matters in the CONTRACT that may, in the opinion of the CONTRACTOR, be in conflict with any applicable and relevant laws and regulations.
- 1.20 The CONTRACTOR warrants that the CONTRACTOR has the experience and capability including sufficient and competent supervisors and other personnel and all necessary facilities to efficiently perform the SERVICES. The CONTRACTOR further warrants that he shall continuously provide such personnel and facilities.
- 1.10 The CONTRACTOR shall endeavour to maximize the employment of indigenous labour hands from the host communities

## **ARTICLE 2. – THE WORK**

Shell proposes to construct sentry Post for Land and swamp locations across SPDC

The WORK shall comprise the following major segments:

- **MOBILISATION**
- **FOUNDATION WORKS/SUPPORT BARGE.**
- **CONCRETE WORKS**



- **COMPOSITE STEEL WORKS**
- **FINISHES**
  - ✓ **Floor and Wall Finishing**
  - ✓ **Steel Floor**
- **CEILING**
- **PAINTING**
- **DOORS AND WINDOWS.**
- **PLUMBING/SANITARY WORKS.**
- **ELECTRICAL WORKS/INSTALLATIONS.**
- **ROOFING.**
- **DEMOBILISATION.**

A more detailed description of the work is given below:

:

## **2.2 MOBILISATION**

### **2.2.1 PREMOBILISATION INSPECTION**

The CONTRACTOR shall mobilize all necessary CONTRACTOR PERSONNEL, plant and equipment and materials to SITE and generally make ready to commence the WORK. Prior to plant and equipment being taken to SITE, SHELL shall carry out a pre-mobilization inspection of the items to be used to ensure that they are in good working order, safe and properly certified and insured.

All vehicles to be engaged on this project must be fitted with In-Vehicle Monitoring System (IVMS). NB: ***Contractor is responsible for own logistics arrangement to site, accommodation and feeding of her personnel for the duration of this work.***

### **2.2.2 HEALTH, SAFETY, SECURITY& ENVIRONMENTAL (HSSE), SECURITY PLAN AND QUALITY ASSURANCE / CONTROL (QA/QC) REQUIREMENTS.**

- i The CONTRACTOR shall submit contract HSE plan for the WORK prior to commencement of this contract. The plan shall comply fully with the provisions SPDC HSSE framework. In addition, CONTRACTOR shall submit her method statement for each work activity, Job hazard analysis for the work, quality assurance plan and a work plan.



- ii The CONTRACTOR shall provide a complete set of Personal Protective Equipment for all work including, but not limited to two reflective coveralls with company tags pasted on both sides, safety boots, eye goggles, nose mask, hard hats, rubber hand gloves, and raincoats. Provision should be made for renewal as long as the project is ongoing. Costs of these shall be incorporated in the mobilization quoted for as lump sum in the material schedule.
- iii The CONTRACTOR shall provide adequate work force with appropriate skills to satisfactorily carry out all works specified in the work scope within acceptable standards and time limits. The contractor shall also provide an HSE officer with minimum of HND/BSc and Level 3 Contractor HSE course. The contractor shall also provide a trained First aider/Site nurse who must have at least the certificate of the Nigeria Red Cross Society and Basic Life Support certificate. Costs of these shall be incorporated in the mobilization quoted for as lump sum in the BoQ.
- iv The CONTRACTOR shall provide sufficient plant and equipment, and other hand tools. The tools and the equipment must be in acceptable working conditions at any time.
- v CONTRACTOR's agreement for periodic medical examination of its staff shall be in accordance with SHELL's Recommended General Medical Standards of Fitness
- vi CONTRACTOR shall provide at its own expense, all necessary inoculations, certificates, and the like for all its personnel. Copies of these shall be presented to SHELL.
- vii CONTRACTOR shall keep a full record of employees' safety training and certification, which shall be produced for inspection by SHELL on request.
- viii CONTRACTOR shall and maintain a well-stocked first aid box in line with SPDC – OH requirements and provide an eyewash throughout the project duration.
- ix The CONTRACTOR shall provide a site office use of her and SHELL personnel and maintain good communication facilities between the site and her base office.
- x All personnel to be engaged must valid medical certificate of fitness from SPDC approved clinic/hospital and for swamp site they must be SPDC certified swimmers with valid medical certificate of fitness

The contractor is to adopt a suitable and safe procedure to carry out all works. The resultant debris from all demolition / excavation shall be properly carted away from site to a dump site as approved by shell.

All construction activities shall be planned and executed with minimal pollution of the environment and adjoining water bodies.

MOBILISATION WILL NOT BE CERTIFIED AS COMPLETE UNTIL ALL NECESSARY CONTRACTOR PERSONNEL, INSPECTED PLANT AND EQUIPMENT, MATERIALS AND SITE FACILITIES FOR SHELL ARE PRESENT ON SITE AND WORK IS READY TO COMMENCE.

## **DETAILED SCOPE OF WORK**

This shall be in accordance with relevant SPDC standard construction specification e.g. section 12, 13, & 17 drawings and the description below and all associated technical installation manual or procedure

### **2.3 FOUNDATION WORKS**

- 2.3.1 The contractor shall submit for approval the foundation/barge design prior to commencement of site activities or fabrication works.
- 2.3.2 The CONTRACTOR shall clear the proposed site any tree/shrub and cart away debris
- 2.3.3 The CONTRACTOR shall provide necessary tools/equipment and carry out excavation on the site to the lines and levels shown on the drawings. The CONTRACTOR shall be responsible for setting up and maintaining a site datum level for this work.  
For Barges, the Contractor shall use approved material to construct barge that will support the sentry post
- 2.3.4 The CONTRACTOR shall provide and place blinding concrete to receive the building frame
- 2.3.5 The CONTRACTOR shall cart away debris or any other waste generated in the course of this work
- 2.3.6 The CONTRACTOR shall provide material and cast concrete walls, DPC, and all structural components of the building
- 2.3.7 For Barge the CONTRACTOR shall provide suitable steel material and fabricate the structural supports/members ready for cladding.

## **2.4 . CONCRETE WORKS FOR LAND SENTRY POST**

- 2.4.1 The CONTRACTOR shall ensure that all Structural Elements (The wall, beams, roof, staircase etc) are constructed in accordance with the drawings and specification.
- 2.4.2 The CONTRACTOR shall ensure that cement use is Portland cement without any additive being used at the site.
- 2.4.3 The CONTRACTOR shall use sand purchased from local sources and shall comply with BS 882: 1983. It shall be clean, sharp, fresh water or river and uniformly graded down from coarse particles not exceeding 5mm (3/16") in diameter, and shall be free from salt, dirt, loam, and organic matter and shall not contain more than 4% *by* weight of clay, silt and fine dust.
- 2.4.4 All reinforced concrete work shall be constructed and all trials and tests in connection therein shall be carried out in accordance with the recommendations of the EN-1992 and Shell Standard Construction Specifications
- 2.4.5 The Contractor shall supply, mix & cast grade 25 mesh fabric reinforced (ref: A393) in 2 layers (Mix: 1:2:4) as Damp Proof Course.
- 2.4.6 The CONTRACTOR shall supply, mix and cast grade 25 reinforced concrete as detailed in the dwg or BoQ for all reinforced concrete works
- 2.4.7 The contractor shall provide either plywood or metal sheet mould for forming the concrete slabs/wall/staircase etc
- 2.4.8 It is the CONTRACTORS responsibility to carry out aggregate /sieve analysis, slump test, and cube test (for 7day strength, 21day strength and 28day strength) however shell shall carry out independent Quality checks for the concrete works.

## **2.5 COMPOSITE STEEL WORKS (BARGE)**

- 2.5.1 The sentry post to be mounted on a barge shall be fabricated with composite steel in line with construction drawing.
- 2.5.2 The CONTRACTOR shall provide material and fabricate all structural frames and the wall shall be of 5mm thick checkered plate sandwiched with Coated galvanized steel, rock wool and cement board or Polystyrene.
- 2.5.3 Contractor shall supply materials and apply screeding to walls (internal and external), allow to set and sandpaper to smooth surface and obtain approval before application of finishing paint.
- 2.5.4 The contractor shall provide 225mm hollow blocks to seal up hole openings in pen area

## **2.6 FINISHES**

### **2.6.1 FLOOR AND WALL FINISH**

#### **2.6.1.1 CONCRETE FLOOR AND WALL**

Contractor shall supply and apply backing and beds to receive new finish

Contractor shall supply and fix ceramic wall tiles to ceiling level. Tiles must be approved before installation

Contractor shall supply and lay non-slip vitrified floor Spanish or Italian tiles on screeded bed (mix 1:3 and 40mmthick). Inclusive of marching tile fittings at the corners. Tiles to be approved before installation

#### **2.6.1.2 STEEL FLOOR**

Floor: The floor finish shall comprise of 50mm thick cement mortar floor screed on a shaker plate and finished with non-slip vitrified Italian/Spanish floor tile. N/B Tile samples must be approved by SPDC before placement. Prior to tilling, floor waste discharge access shall be provided on the floor,

**OR**

The contractor shall provide 15mm cement board screw to a metal grid and finish with non-slip vitrified Italian/Spanish floor tile. However, tile samples shall be approved by SPDC before placement

Wall: Where the wall is finished with cement board, the contractor shall screed properly the surface of the cement board using pop material (PoP cement +Screeding paint) or as approved and instructed material by S.P.D.C. Allow the screeded surface to dry thereafter sandpaper to smooth finish to receive paint.

The contractor shall provide and apply dulux /luxul/or Intercolor paint (soft sheen or silk emulsion) on the internal and external surface

## **2.6.2 CEILING**

The contractor shall provide and install 2400 x 1200mm x 8mm thick fire-retardant plaster board or 2400 x 1200mm x 6mm thick cement board. Cement/ plaster board shall be installed with the aid of screw or concrete nail

The contractor shall provide material (PoP cement and Screeding Paint) and screed the ceiling to receive paint. Allow the screeded surface to dry thereafter sandpaper to smooth finish to receive paint.

The contractor shall provide and apply dulux /luxul/or Intercolor paint (emulsion) on the ceiling.

## **2.6.3 PAINTING WORKS**

The CONTRACTOR shall carryout screeding of all internal and external walls

The contractor shall provide and apply dulux /luxul/or Intercolor paint (soft sheen or silk emulsion) on the internal and external surface

## **2.6.4 DOORS AND WINDOWS**

The contractor shall supply & install single leaf Swiss made special door with frame and installation accessories, lock and hinges Included of size 900mmx2100mm on main entrance of the rooms

The contractor shall Supply and install Nigalex or EBM Aluminium Profile frame door fixed with Alucoboard panel of size 800mmx2100mm in toilet

## **2.6.5 PLUMBING WORKS**

Pipes and fittings shall be IPS rated pipes or as approved by SPDC representatives prior to installation.

The CONTRACTOR shall supply and install all sanitary fittings/ wares, which shall include but not be limited to:

- WCs and WHB shall be Sweet-Home (Model – Galeria) or Twyford (E-100 series/Model- Options
  - Wash hand basins – 550 x 400mm white glazed complete with brackets (TWYFORD)
  - Hand dryers
  - Mirrors – 610 x 457mm silvered glass mirror with holes and fixed to the wall
  - Tissue holder
  - Floor water drainer
  - Soap holders

2.6.5.1 The CONTRACTOR shall provide and install approved sizes of UPVC pressure pipes and appropriately sized tees, union connectors, nipples, stop valves, bends to ensure that water flows into the building.

- 2.6.5.2 The CONTRACTOR shall hook-up water to the nearest and safest water supply point to the construction.
- 2.6.5.3 The CONTRACTOR shall provide appropriately sized PVC pipes complete with accessories and install in buildings as soil and waste disposal pipes and connect to either septic tank or soak away pit.
- 2.6.5.4 The CONTRACTOR shall construct cesspool of septic tanks for the sentry post as may be directed by SPDC's site representative
- 2.6.5.5 The CONTRACTOR shall construct manholes and inspection chambers for the buildings as detailed in the attached drawing and hook up all discharge pipes to the pits.

## 2.6.6 ELECTRICAL WORK

All Construction, Installation, testing and commissioning shall be carried out in accordance with good engineering practice and shall satisfy all SPDC standards (SPDC - Standard construction Specification; Section 17 and DEP-33-64-10-10) and statutory requirements of the nation. All cables, pipes, fittings and installations shall be approved by SPDC before work is accepted as complete.

N/B All electrical fittings and wires must be from SPDC approved OEM: All cables shall be from Cutix, Nigerchin, or KabelMetal. Sockets and Plugs shall be from ABB and HAGER. Lighting fitting shall be from Philips or Thorn make and PVC pipes shall be, and accessories shall be Dignity or Niger Product. CONTRACTOR shall ensure that all pipes and fittings are approved by SPDC representatives prior to installation.

IT communication systems shall be installed in the equipment room

The CONTRACTOR shall install FDAS System as approved to the facility

## 2.6.7 ROOF

The roof shall be concrete roof with parapet for concrete wall sentry post of composite steel roof for sentry post mounted on a barge. See drawing for details.

## 2.7 DEMOBILISATION

Demobilization shall include the demobilization of all CONTRACTOR's resources from SITE, SITE clean-up, reconciliation, to SHELL's satisfaction, of any SHELL provided materials and return of surplus to SHELL's warehouse, and the production of the final report and project documentation. Demobilisation and hence the CONTRACT shall not be certified as complete until the WORK has been completed and accepted by SHELL and all demobilisation activities listed above have been finished.

The scope of work/SERVICE required under this CONTRACT includes but is not limited to the provision of a fit for purpose SENTRY POST-Land, SENTRY POST-Swamp OR SENTRY POST -Refurbishment (land/swamp) complete with equipment and auxiliaries for the accommodation and se of Security personnel to be deployed in the SPDC specified location

Shell proposes to construct sentry Post for Land and swamp locations across SPDC

## **SENTRY BARGE**

### **Article 1 GENERAL REQUIREMENTS**

The scope of work/SERVICE required under this CONTRACT includes but is not limited to the Provision of Sentry Barges to cover COMPANY operations in the Eastern and Western Divisions and/or any other location as may be required

The CONTRACTOR shall provide all the resources including competent personnel, spare parts, tools, materials and backup equipment and support necessary to ensure the execution of the WORK/SERVICE.

The CONTRACTOR shall perform the WORK/SERVICE strictly in accordance with SECTION II- Terms and Conditions of this CONTRACT.

The Contractor must use properly skilled, experienced and suitable personnel. The contractor shall be responsible for providing adequate materials and special tools to meet all requirements of the WORK. including personnel preventative equipment.

The CONTRACTOR shall be responsible for solving any problems and/or delays in the repairs/ replacement of defective items at no extra cost to COMPANY.

The CONTRACTOR shall ensure that their personnel are capable of speaking, understanding, reading and writing in English Language.

The CONTRACTOR shall provide all SERVICES in accordance with the SECTION VI- HSSE provisions of this CONTRACT

### **Article 2**

#### **ARTICLE 2 –THE WORK/ SERVICES**

The WORK/SERVICES shall be provided as required and outlined below in this sub-section.

The CONTRACTOR shall provide a Seaworthy barge of not less than 10mm plate thickness and compliant with Nigerian Inland Waterways and NIMASA Regulations for Security personnel to use as Sentry Post in the specified location.:

The CONTRACTOR shall ensure that every contractor personnel on board the Sentry Barge has the necessary PPEs such lifejackets, life vests, etc.

The CONTRACOR shall provide a room with air conditioner, two (2) double bunk (spring) beds with mattresses/pillows, blankets and bedsheets/pillowcases.

The CONTRACTOR shall ensure that the Sentry Barge room has a toilet.

The CONTRACTOR shall provide a Sentry Post with roof cover and sandbags on the sentry barge for Government Security Agencies (GSA) use.

The CONTRACTOR shall provide a 3.5 -5KVA generator which shall generate electricity for the Sentry Barge. Generator shall run on a daily basis as may be required for the duration of the CONTRACT.

The CONTRACTOR shall be responsible for the operation and main tenancy of the Sentry Barge, generators and ancillary equipment on board for the day to day running of the facility.

The CONTRACTOR shall carry out daily sanitation of the Sentry Barge and the general surroundings of the facility to ensure good hygienic conditions are maintained

The CONTRACTOR shall carry out treatment and safe disposal of waste using an installed biological sewage treatment plant.

CONTRACTOR shall be responsible for environmental management of the operations of receiving storing and dispensing of the fuel and water

CONTRACTOR shall at all times continue to maintain the Sentry Barge in the condition and state at which it was first satisfactorily inspected by the COMPANY.

### **Article 3**

#### **SERVICES PROVIDED BY COMPANY**

COMPANY shall inspect the Sentry Barge to ensure that it is fully equipped and meets the requirements as detailed in Article 2 above.

The WORK/SERVICE shall be all inclusive.

### **Article 3**

#### **ARTICLE 4 – KEY PERFORMANCE INDICATOR**

The CONTRACTOR's performance on the CONTRACT shall be measured as follows:

Contract Key Performance Index	Review
98% On-time delivery of services	Monthly
Zero community relations breakdown/ community action	Monthly

CHECK AREA	STANDARD / DETAILED SPECIFICATION
Legal/Statutory	Seaworthy and compliant with Nigerian Inland Waterways and NIMASA Regulations
Age	Note more than 30years with statutory 3years Dry-Docking certification.
Dimensions	Length, breadth and depth will be barge specific, while draught will depend on the waterways to navigate.
Tonnage	This depends on the use to which the barge will be put. Normally capacity would range from 500tonnes to 1000 tonnes
Construction (i) General	Not less than 10mm plate thickness for leased/hired units.  The design of hull structure and its construction should provide strength and service life for the safe and effective operation of the barge, to withstand the sea
(ii) Design Criteria	

<p>(iv) Materials</p> <p>(v) Joints</p>	<p>and weather conditions encountered in the normal course of operation within the riverine/swamp area.</p> <p>Barge should be able to withstand up to 0.19m/s<sup>2</sup> heave acceleration combined with either, i) 5 degree static roll or pitch angle: OR ii) inclination resulting from one compartment flooding plus wind induced inclination and static wind loads for wind velocity of up to 25m/s.</p> <p>Marine grade A steel – The quality, strength and testing of steel and steel alloy plates &amp; sections and other materials used in the construction of the hull, bulkhead, decks are to be in accordance with NIMASA requirements.</p> <p>All joints must be made with perfect, continuous and watertight weld (see welding specifications).</p>
<p>Deck and Deck Fittings</p> <p>(i) Deck</p> <p>(ii) Bollards</p> <p>(iii) Stanchions</p>	<p>Deck to be built with minimum of 10mm thick plate. To be stiffened longitudinally with 100mm x 100mm x 8mm angle bars and transversely framed with 300mm x 100mm x 8mm angle bars. Each longitudinal to have 25.4mm radius adequately spaced to serve as water equalising ways. The bilge strake to be of 12mm thick plate.</p> <p>There will be not less than three in number (located at port and starboard, respectively). The bollards/bitts to be constructed with 12.7mm thick 250mm diameter steel pipes. Bollards/bitts to penetrate a 12.7mm doubler plate and deck with 305mm portions each above and below deck. Bollards/bitts to be stiffened with 8mm thick plates below deck and capped with 19mm thick plate above deck. Rope pins to be fitted.</p> <p>Stanchions for cargo support to be of adequate number and will be of tripod construction with capped central 100mm diameter steel pipe and supported by same diameter steel side pipes. All pipe base to be socketed and welded in doubler 10mm thick plate. Stanchions to be 1.5m high with protective chain.</p> <p>Vents to be provided (one per compartment), each will be of goose neck construction and at least 75mm diameter bore. Vent base to pass through a</p>



<p>(iv) Vents</p> <p>(v) Manhole Cover</p>	<p>12.7mm doubler plate before socketing to deck. Provision for fixing copper gauze at the goose mouth is essential.</p> <p>Circular flush-fitting manhole covers of 18" diameter to be provided and of single central bolt locking or multi-bolts construction. A ladder shall be mounted beneath each manhole. Gland packing to be provided to ensure watertight integrity is assured and maintained. Suitable tools and spares to be provided for the removal and re-fastening of the manhole covers and plugs.</p>
Hull and Swim-ends	Hull and swim-ends to be of 10mm thick plates. They are to be stiffened longitudinally with 100 x 100 x 8mm angle bars and framed transversely with 300 x 100 x 8mm angle bars. The barge to be protected with upper and lower fending rubbing bands using split 200mm diameter steel pipes. Barge and rubbing bands to have well rounded edges.
Compartments	<p>Adequate number of compartments to be formed by one central longitudinal watertight bulkhead and a number of transverse watertight bulkheads. All bulkheads to be of <math>\geq 8</math>mm thick plates and each transverse watertight to be inter-coastal to the longitudinal bulkhead. The longitudinal bulkhead to be stiffened longitudinally with 100 x 100 x 8mm angle bars and framed transversely with 300 x 100 x 8mm angle bars.</p> <p>Each compartment to have an access manhole with watertight cover when locked. Each compartment to have an effective vent as described in Vents above.</p>
Keel	Keel to be built with $\geq 10$ mm thick plates, longitudinally with 100 x 100 x 8mm angle bars and transversely framed with 300 x 100 x 8mm angle bars. Each longitudinal to have holes of 25.4mm radius adequately spaced to serve as water equalising ways. The bilge strake to be of 12mm thick plate.
Skeg	Barge to be provided with two side and one central skegs. Skegs to be constructed with $\geq 10$ mm thick and provided with adequate stiffeners. Bottom of skegs to be 76mm above the bottom line from the keel.
Others	<p>(i) Marks</p> <p>Crafts name, draught marks, load line and intended port of registry to be bead-welded on the barge as follows:</p> <p>(i) Name of 30cm high letters on port and starboard of the bow and at The stern.</p>

<p>(ii) Integrity</p> <p>(iii) Cathodic Protection</p>	<p>(ii) Draft marks at forward and aft, port and starboard.</p> <p>(iii) Load lines on port and starboard.</p> <p>(iv) Port of registry on the stern.</p> <p>Ensure watertight compartments.</p> <p>Barge to be fitted with adequate number of zinc anodes of 12kg each. Areas to cover should include below waterlines of the port, starboard, swim-ends and both sides of the skegs.</p>
<p>ADDITIONAL FEATURES:</p>	

## **AUXILARY SERVICES**

### **7. TUGBOAT (Spec to reflect current realities)**

- 1 OWNER shall supply and fully maintain Vessels. The Vessels shall comply with SPDC pre-mobilization requirements.
- 2 Vessels shall be capable of independent operation for a minimum of 24 hours.
- 3 Minimum length shall be 17 metres; there is no maximum stipulated length.
- 4 Vessels shall be capable of weathering sea conditions of significant wave height.
- 5 Vessels shall comply with Classification Rules and Regulations, International Convention on Loadlines 1966, International Convention on Tonnage Measurement, MARPOL, IMO Regulations, and International Convention on Standards of Training, Certification and Watch-keeping for Seafarers 1978 Convention, and applicable International Maritime Law. Where the Vessels are exempted from any of the above mentioned legislation or conventions due to its flag state not being a signatory, or by a signatory flag state granting exemption from any of the above, such exemption shall not be recognised by SPDC, therefore the Vessels must comply with the above legislation or conventions regardless of its registration. Where a vessel is exempted from the above-mentioned legislation due to Size, Weight or Power, such vessel may be acceptable to SPDC so long as she complies with the Nigerian Maritime Regulations for commensurate vessels.
- 6 The Vessels shall comply with all International Regulations and recommendations applicable to this type of craft and with the Maritime Laws and Regulations of Nigeria.
- 7 The Vessels shall preferably be registered and flagged in Nigeria. Exemption from this requirement may be permitted by SPDC, at SPDC's sole discretion.
- 8 Owner shall be responsible in mobilizing and demobilizing Tugboat before and after hire.

### **9 CONSTRUCTION FEATURES**

- 9.1 Hull construction shall generally be of steel. OWNER may propose other construction materials for SPDC consideration.
- 9.2 Bulkheads and internal framework shall be steel.
- 9.3 Vessels shall be robustly fendered all around the periphery and must be constructed such that this regular impact does not damage the vessel leading to its being withdrawn from service.

### **10 PROPULSION UNITS AND ENGINE COMPARTMENT**

- 10.1 Two diesel driven propulsion units shall be fitted in accordance with manufacturer instructions.
- 10.2 Each engine shall be mounted on heavy-duty mounting bases as per manufacturer specifications.
- 10.3 Engine hatches should allow for easy access to do maintenance work.
- 10.4 All exposed drive shafts and other moving machinery shall have adequate guards mounted. Guards shall be removable for maintenance access.
- 10.5 All water hoses are of a heavy-duty rubber type, with steel reinforcement. All hose ends are double clamped.
- 10.6 A tool kit shall be provided that contain all the tools necessary to perform engine maintenance and repair, including any specialist manufacturer tools or equipment.
- 10.7 The Tugboat must provide in addition to her bilge pump, water pumping machine diesel type.
- 10.8 Emergency fuel cut and battery out should be provided to each Tugboat engine.

## **11 WHEELHOUSE**

- 11.1 The wheelhouse shall be fully air-conditioned.
- 11.2 Lockers for the storage of general equipment shall be provided.
- 11.3 Vessel design shall reduce wheelhouse noise exposure to the minimum level practicable, and in any case shall comply with the International Standard ISO 1999:1990.
- 11.4 Suitable stainless-steel handholds/rails and webbing straps shall be provided on seats edges and fixed points within the wheelhouse to allow safe movement around the wheelhouse whilst the vessel is underway.
- 11.5 Wheelhouse shall be entered by a cabin door that is of heavy-duty design and features stainless hinges, a locking draw bolt and door lock.
- 11.6 All cabling of electrical items within the wheelhouse shall be run in sealed sections of the moulding.

## **12 NAVIGATION AND COMMUNICATION EQUIPMENT**

- 12.1 OWNER shall maintain a reasonable stock of all essential spare parts for the navigation and communications equipment fitted on the Vessels in line with manufacturer's recommendations.
- 12.2 The Vessels shall be fitted with a 3 cm radar unit. The scanner shall be sited towards the front of the wheelhouse top, either directly mounted, or on a mast or tripod arrangement. The radar shall have a daylight display screen size of not less than 10". The preferred model is 'Furuno 1942 Mark 2', although OWNER may propose alternatives for SPDC's consideration. The display shall be mounted so as to be clearly visible from the Captains seat and fitted with gyrocompass and GMDSS input.
- 12.3 The Vessels shall be fitted with a reliable gyro compass unit that has a digital display unit that is mounted on the console between the Captain and deckhand cox'n. The preferred model is 'Sperry Navistar Satellite Compass' although OWNER may propose alternatives for SPDC's consideration. The gyrocompass shall have input into the radar fitted. One fixed VHF radio shall be provided as minimum communications equipment.
- 12.4 A magnetic compass shall be mounted at the console with line of sight of the captain's seat, in a position that reduces magnetic interference to the minimum.
- 12.5 Depth and speed indicators shall be fitted, with digital displays on the console clearly visible to the captain when seated.
- 12.6 A small chart area shall be provided, with a map lamp is located above the chart area, for night vision of charts; this lamp has red and white options.
- 12.7 A portable megaphone with attached 3 metre lead and microphone and 12V power cable shall be provided. System will run off the vessel 12V system, and suitable connections should be provided to enable the megaphone to be used to communicate effectively with other vessels. Minimum power output shall be 45W giving an effective range of up to 2 nm. Megaphone shall have voice mode and 'foghorn' or 'two-tone warble' mode to attract attention.
- 12.8 A suitably equipped aft conning position must be provided for Towing operations.

## **13 CREW ACCOMMODATION**

- 13.1 The cabin area shall be fully air-conditioned.
- 13.2 A small food preparation area is to be located in the cabin. This area features the following:
  - A sink with worktop area.
  - The area of the sink and worktop is finished with polished stainless steel for ease of cleaning.
  - Electric burner with detachable weather bars fitted.

- A small refrigerator.
- Storage lockers for loose items.
- One set of ear-defenders for each crew member shall be provided.

- 14.3 A marine type flushing toilet compartment with washbasin shall be provided.
- 14.4 Accommodation decks shall be covered with a heavy duty, 'tread master' type non-slip and easy to clean flooring.
- 14.5 Suitable lockers for the storage of general equipment, shall be located on the side of the cabin area.
- 14.6 All locks and door handles are of a robust marine type.
- 14.7 The deck head and sides shall be painted with a robust and easy to clean, two pack and protective paint. The internal design shall be such that condensation is minimized.

## **15 DECK AND DECK FITTINGS**

- 15.1 All mounting hardware shall be of good quality stainless steel; fittings not subject to force, such as handrails may be constructed from coated aluminium.
- 15.2 A heavy-duty, combination bow eye and rider plate shall be fitted to the bow. This plate has rear, reinforcement backing plates and the eye is suitable for towing or attaching the boat to when launching. An open bullring is fitted at the bow in line with the bow eye. Mooring cleats on the bow and aft shall be according to the manufacturer specifications, with steel reinforcement plates fitted. Large size fender eye plates shall be placed on starboard and port sides.
- 15.3 Stern ladders are mounted to the stern for easy recovery of people from the water. These ladders are located to starboard and port on the aft end of the stern and are stored on top of the deck when not in use.
- 15.4 Good quality mooring lines and an appropriate anchor, complete with chain and warp shall be provided. An electric anchor winch shall be fitted. Operation is from deck switches, adjacent to the winch and a switch on the helmsman console. A handle for the manual operation of this winch shall be provided.

## **16 ELECTRICAL SYSTEM**

- 16.1 A manufacturer specification alternator shall be fitted to each of the propulsion engines.
- 16.2 A manufacturer specification diesel generator shall also be fitted to provide power to the domestic systems and battery chargers. The generator is to be positioned within the engine compartment and should be easily accessible.
- 16.3 The electrical panels, with breakers for all systems, are located as per manufacturer specification. The functions of each breaker are marked in English.
- 16.4 All electrical systems are color coded, to allow for easy tracing of faults. Engine manufacturer supplies the main engine harnesses.

## **17 FUEL (DIESEL)**

- 17.1 Robust steel tanks shall be fitted as per the manufacturer specification. There should be sufficient fuel capacity for 24 hours operation at full speed.
- 17.2 Each fuel tank has a removable top plate to allow easy access to the tank for cleaning.
- 17.3 All fuel lines are high quality, flexible, Aeroquip hose, with re-useable hose ends. All lines are interconnecting, to allow for selective drawing from the desired tank.
- 17.4 Fuel fillers and vents for all tanks shall be located on the aft deck.
- 17.5 The fuel fillers used shall be stainless steel and feature a large, internal bore to allow for easier and quicker filling and are fitted with a watertight seal.
- 17.6 The fuel system to each engine shall be fitted with duplex heavy-duty type water separator/filters. The filter units shall be located in the main engine bay in an accessible area.
- 17.7 Fuel Tanks must come with calibrated capacity tables, certified by a recognized authority. The vessel must be fitted with sealable sounding pipes and a suitable certified measuring device.

## **18 SAFETY DESIGN AND EQUIPMENT**

- 18.1 Electric bilge pumps, with auto float switches, are to be fitted to the Vessel, located at the aft end of the engine compartment to port and starboard, the tank spaces and other areas susceptible to flooding. When the electric bilge pumps are in use an indicator light on the main dashboard helm position will be illuminated. These pumps have both manual and automatic operation. Hand operated emergency bilge pump located within the engine compartments, tank spaces and cabin areas.
- 18.2 Two handheld approved extinguishers shall be located within the wheelhouse, one dry-powder and one CO2 type. The cabin space shall contain one dry-powder hand-held extinguisher and one CO2 extinguisher. The engine compartment shall contain one AFFF extinguisher and a fixed CO2 system with remote release. Fire-fighting arrangements shall comply with SOLAS requirements and be certified by a major Classification Society (Or Local Equivalent if applicable).
- 18.3 A rescue buoy set shall be mounted aft at a suitable external location to be agreed by SPDC. The buoy set shall consist of a soft horseshoe lifebuoy with a minimum of 15Kg buoyancy, Solas flashing light, 40 metres of yellow floating line, coated fabric storage bag impervious to UV-rays and stainless-steel mounting arrangement. SPDC approved model is *Plastimo* 'Rescue Buoy Set, but OWNER may propose alternative for SPDC's consideration.
- 18.4 SOLAS compliant, certified life rafts, with minimum total capacity for 12 or 6 persons shall be provided on each side of the vessels, sited securely in an accessible external location in accordance with manufacturer instructions. A hydrostatic release shall not be fitted.
- 18.5 Vessels shall be fitted with the following ancillary safety equipment:
- A comprehensive first aid kit
  - Four (4) rechargeable hand torches of good quality

## 19 MAINTENANCE AND RECORD KEEPING

- 19.1 The OWNER shall be responsible for planned and unplanned maintenance of the Vessels all OWNER-supplied ancillary equipment. Proper inspection and maintenance records shall be kept and available for inspection by SPDC. Maintenance shall be to OEM standards.
- 19.2 A suitable quantity of spare parts and consumables shall be maintained by OWNER to ensure minimum down time. A list of all spare parts to be stored on the Vessels and onshore at the OWNERS maintenance facilities shall be provided to SPDC.

## 20 CREW REQUIREMENTS (OWNER PERSONNEL)

- 20.1 The CREW complement to be such as to comply with applicable minimum manning requirements at all times. In establishing the manning levels on the VESSEL, the following shall be observed:
- Principles of Safe Manning as laid down in IMO Resolution 481 (XII)
  - Nigerian Government Cabotage requirements for vessels working within Nigerian waters.
- 20.2 Owner shall specify the entire crew complements for the VESSEL to be utilized for 24 hour/day operations and any other operation specified in the contracted work scope. The minimum crew requirements should enable safe operations to be conducted according to recognized marine and local authority standards.
- 20.3 The nationality of crew to be engaged shall be Nigerian. Continuity of key personnel shall be maintained throughout the contract period.
- 20.4 The working language onboard the Vessels shall be English and shall be used for all operational instructions. All crew must be able to speak English fluently; the MASTER and Engineer must be able to write in English fluently.
- 20.5 Prior to commencement of contract services, the OWNER must submit a complete personal history, with level of experience, of each individual designated to fill the crew positions including relevant STCW qualifications and licences.

- 20.6 Crew shall be experienced in the proper performance of their duties relative to the service being provided by the Vessels
- 20.7 All crewmembers, including supernumerary or training positions must have completed basic training in line with STCW and NIMASA requirements. Such basic training shall include four basic elements;
- STCW 95 Personal Survival Techniques - sometimes described as 'Sea Survival' - Survival suits, hypothermia, life rafts, basic actions in emergency, etc.
  - STCW 95 Elementary First Aid - Basic, immediate, and emergency response to the most common shipboard injury emergencies, including CPR.
  - STCW 95 Fire Fighting and Fire Prevention - Types and classes of fires, prevention, hazard awareness, methods of fire extinguishment, structure of incident response team, appropriate equipment, personal safety, team support, and live exercises.
  - STCW 95 Personal Safety & Social Responsibilities (PSSR) - Types of shipboard emergencies, alarms and signals, initial actions, personal/protective safety equipment, effects of pollution, pollution prevention, safe working practices, enclosed spaces, accident prevention, sexual harassment, individual rights, drug and alcohol awareness, and prevention of abuse.
- 20.8 Consumption of alcohol is strictly forbidden on the Vessels.
- 20.9 Requirements for refresher training, which specify positions to receive training, course content and training materials, shall be documented. Records shall be maintained and reviewed periodically to ensure that stated refresher-training goals are being met.
- 20.10 Where possible, crewmembers shall be recruited from a list of host communities to be provided by SPDC. Where such recruitment is not immediately possible due to a lack of suitably qualified and experienced personnel, then recruitment of other Nigerian staff will be accepted by SPDC. Under such circumstances, SPDC shall make arrangements to propose suitable trainees to Owner and meet the cost of required training until such time as regular employment as part of the crew is achievable.
- 20.11 Contractor shall be responsible for mobilization to any SPDC location within the Niger Delta with his own security and shall also be responsible for community affairs and safety cost in this contract.
- 20.12 Contractor shall be responsible for training, remuneration and motivation of staff including security and end of contract bonus as the contractor management deem fit, except as stipulated under (20.10) above.