

	<p style="text-align: center;"><b>INVITATION TO BID</b></p> <p style="text-align: center;"><b>PROVISION OF OFFLOADING FLOATING HOSE INSPECTION AND MAINTENANCE SERVICES</b></p> <p style="text-align: center;"><b>BID NO.: WGE/HESS/CW2247922/RFQ-049</b></p>	
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## **INVITATION TO BID DOCUMENTS**

### **SECTION I INSTRUCTION TO BIDDER**

### **SECTION II ACKNOWLEDGEMENTS AND CONFIDENTIALITY UNDERTAKING**

### **SECTION III PROFORMAS**

Form of Bid

Schedule 1:	Execution Proposal
Schedule 2:	Schedule of Dates
Schedule 3:	Remuneration
Schedule 4:	Organisation and Key Personnel
Schedule 5:	Health, Safety and Environmental
Schedule 6:	Quality Assurance
Schedule 7:	Additional Information
Schedule 8:	Qualifications to Bid / Form of Contract
Schedule 9:	Experience and Commitments
Schedule 10:	Proposed Facilities
Schedule 11:	List of Subcontractor's
Schedule 12:	Not Used

### **SECTION IV SCOPE OF WORK**

### **SECTION V MINOR SERVICES CONTRACT**



**INVITATION TO BID**  
**PROVISION OF OFFLOADING FLOATING HOSE**  
**INSPECTION AND MAINTENANCE SERVICES**  
**BID NO.: WGE/HESS/CW2247922/RFQ-049**



**SECTION I**

**INSTRUCTIONS TO BIDDER**

	<b>INVITATION TO BID</b>  <b>PROVISION OF OFFLOADING FLOATING HOSE INSPECTION AND MAINTENANCE SERVICES</b>  <b>BID NO.: WGE/HESS/CW2247922/RFQ-049</b>	
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## SECTION I - INSTRUCTIONS TO BIDDER

### GENERAL

The North Malay Basin (NMB) is located offshore Peninsular Malaysia immediately south of the Malaysia-Thailand Joint Development Areas (MTJDA) (Figure 1), approximately 150 km North East from Kota Bharu, in 55 to 60 m water depth. Hess Exploration & Production Malaysia B.V. (Hess) and PETRONAS Carigali Sdn Bhd (PCSB) are contractors to PETRONAS under Production Sharing Contracts (PSCs) for each of the blocks. Hess and PCSB have executed a Joint Operating Agreement (JOA) between them. Hess and PCSB each hold 50% participating interest for the blocks and Hess has been appointed as the Operator. The proposed work is located within Malaysia.

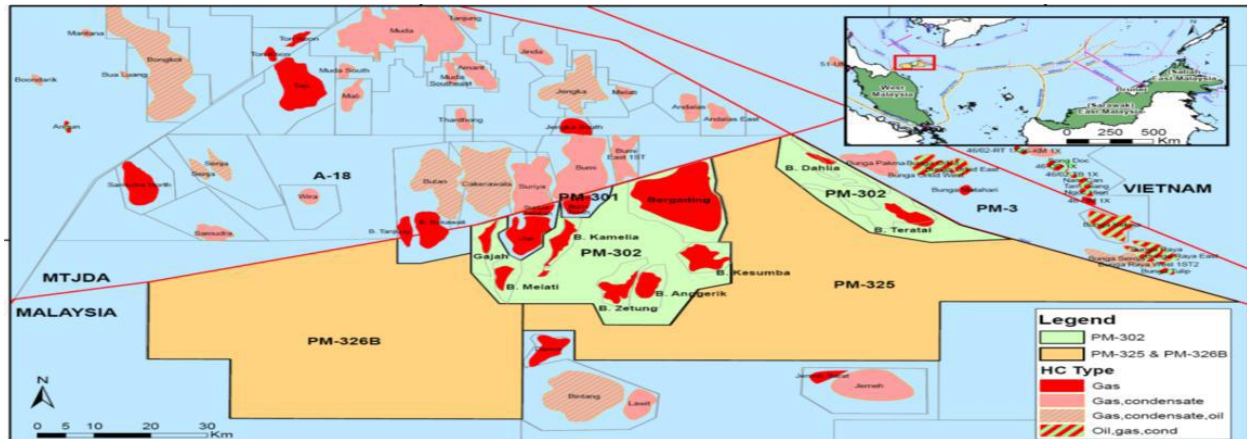


Figure 1: North Malay Basin Development Area

The operations and maintenance of the NMB facilities are being executed as three distinct projects, as described below:

- a) Operations and Maintenance of the Early Production Scheme (EPS) Project, consisting of a wellhead platform located at the Bunga Kamelia field, connected to a leased gas FPSO. Sales gas is evacuated via a new pipeline to the ExxonMobil facilities at Lawit. This EPS phase of the project is not included in the Scope or Work in respect of the Services defined herein.
- b) Operations and Maintenance of the Full Field Development (FFD) as shown in Figure 2 which will be implemented in phases, with Phase 1 comprising of:
- c) A Central Processing Platform (CPP) with integrated Living Quarter (LQ) and bridge-linked WHP-A at Bergading;
  - Three remote WHPs (Bunga Kesumba, Bergading C and Bergading D) which are connected via flowlines to the Bergading CPP;
  - An FSO to store the stabilized condensate moored approximately 2 km from the CPP;
  - A new gas export pipeline approximately 19 km in length will be installed to connect the CPP to the new export scheme comprising a gathering pipeline connected to



**INVITATION TO BID**  
**PROVISION OF OFFLOADING FLOATING HOSE**  
**INSPECTION AND MAINTENANCE SERVICES**  
**BID NO.: WGE/HESS/CW2247922/RFQ-049**



- onshore processing facilities at Terengganu Gas Terminal (TGST) in Kerteh, Terengganu.
- The sales gas will be evacuated through a new export scheme (namely Evacuation of North Malay Basin Gas Delivery System (ENGDS) project) comprising a gathering pipeline connected to onshore processing facilities at Terengganu Gas Terminal (TGST) in Kerteh, Terengganu.
  - Operations and Maintenance for further wellhead platforms and associated infield flowlines, including Phase 2, and potential future development phases.
  - Company's designated supply base and associated logistics facilities.

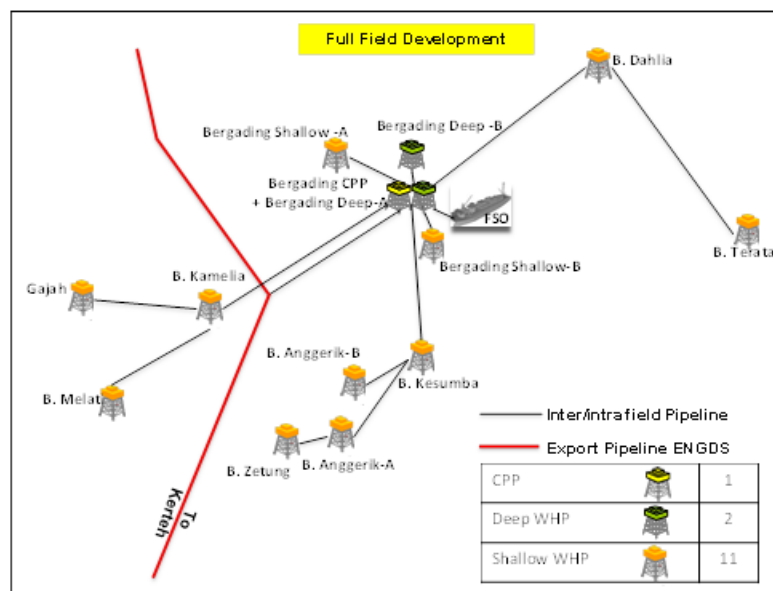


Figure 2: Full Field Development – Phase 1

The purpose of this document is to provide bidder with guidance in compiling and submitting a technical and commercial proposal in response to ITB document.

	<p style="text-align: center;"><b>INVITATION TO BID</b></p> <p style="text-align: center;"><b>PROVISION OF OFFLOADING FLOATING HOSE INSPECTION AND MAINTENANCE SERVICES</b></p> <p style="text-align: center;"><b>BID NO.: WGE/HESS/CW2247922/RFQ-049</b></p>	
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## **1.0 Introduction**

- 1.1 In support of these operations, COMPANY proposes to award a CONTRACT for the Provision of Offloading Floating Hose Inspection and Maintenance Services. Pursuant to this intent COMPANY is seeking competitive Bids from qualified Bidder for submission no later than **4.00 pm** on **19<sup>th</sup> August 2019.**
- 1.2 COMPANY shall retain the right to reject any and all Bids, in whole or in part and is under no obligation to award the work to the Bidder with the lowest price.
- 1.3 For all purposes of this ITB document except as otherwise expressly provided herein, defined terms shall have the meanings assigned to them in Clause 1 of the Section II (Special Conditions of Contract) of Minor Services Contract (Section V hereof).
- 1.4 The Bidder's attention is drawn to Article 3.6 herein for the period of validity for the CONTRACT Rates and Prices.
- 1.5 Bidder shall treat all details of this ITB as CONFIDENTIAL, and in the event of a Bid not being submitted or not being accepted all documents contained in this ITB package shall be returned to the Bidder. The Bidder is to confirm compliance with the CONFIDENTIAL basis of this ITB by signing the Confidentiality Undertaking contained within Section II hereunder.
- 1.6 Any additional documents for Bidding purposes that may be issued by the COMPANY subsequent to this Invitation will bear specific reference to this package and additionally will be referenced "Bid Bulletin No. ....". Any such Bulletins will be consecutively numbered.

## **2.0 Acknowledgement of ITB**

- 2.1 The Bidder shall, immediately on receipt, check the contents of this ITB package, and within two (2) working days of receipt complete and return to COMPANY the Form of Acknowledgement, appearing in Section 2 of this ITB document.
- 2.2 The Bidder is required to advise the COMPANY immediately in the event any errors or omissions are identified in this ITB package. Only one copy of this package is available for each Bidder.
- 2.3 The Bidder is required to advise COMPANY immediately in the event that it is unable to submit a Bid as detailed within this ITB package complete to the Tender Secretary at the address shown in Article 8.1 hereunder.

## **3.0 Bid Requirements - General**

- 3.1 These Instructions to Bidder detail the requirements and format with which the Bidder is to comply to submit a valid Bid. Any conflict in the requirements laid down in the Invitation documentation shall be brought to the attention of COMPANY, in writing, for resolution during the Bid Period. Should the Bidder fail to comply with these requirements and format then COMPANY may deem the Bid to be non-responsive to the ITB and such Bids may be excluded from consideration.

	<p style="text-align: center;"><b>INVITATION TO BID</b></p> <p style="text-align: center;"><b>PROVISION OF OFFLOADING FLOATING HOSE INSPECTION AND MAINTENANCE SERVICES</b></p> <p style="text-align: center;"><b>BID NO.: WGE/HESS/CW2247922/RFQ-049</b></p>	
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- 3.2 These Instructions to Bidder are specific as to submission of a Bid and provide general information as to the nature of the WORK. The Bid shall be prepared in strict compliance with this ITB package, and should any alterations be proposed by Bidder these shall be clearly detailed within an Appendix to the Form of Bid entitled “Alternative Proposal”.
- 3.3 A Bid shall be submitted entirely in the English Language, and all rates, sums and prices shall be in **Ringgit Malaysia (RM)**. All measurements shall be metric unless specified otherwise.
- 3.4 COMPANY will not be responsible for the cost of Bid preparation and submission.
- 3.5 The Bidder should be prepared to attend detailed technical and commercial discussions upon request by COMPANY at Bidder cost.
- 3.6 The Bidder is required to abide by its Bid and shall leave it open for acceptance by the COMPANY for a minimum period of **90 days** from the date stipulated as the return date for the Bids. COMPANY may request Bidder to extend the validity of its Bid at any time prior to CONTRACT award.
- 3.7 Bids shall be signed and dated by persons authorised to legally bind the Bidder.

#### **4.0 Bid Submission**

- 4.1 The Bidder shall submit in two (2) separate package/envelop:

- COMMERCIAL BID – one (1) original + one (1) softcopy (in Thumb drive)
- TECHNICAL BID – one (1) original with one (1) copy + one (1) softcopy (in Thumb drive)

The technical Bid shall not contain any pricing or costs. Failure to comply with these instructions may render Bidder’s Bid invalid.

Each package shall be properly sealed and marked on the envelope (top left-hand corner), the Bidder’s company stamp, the Bid title and Bid no. as shown below: -

**Bid no: WGE/HESS/CW2247922/RFQ-049**

**Bid Title: Provision of Offloading Floating Hose Inspection and Maintenance Services**

The original copy for each Bid shall be clearly marked COMMERCIAL/TECHNICAL “ORIGINAL” and the copies shall be marked COMMERCIAL/TECHNICAL “COPY”.

- 4.2 Each copy of the Bid Submission shall consist of one bound volume comprising the Form of Bid with each section duly completed in accordance with the Bid Requirements and supplementary information deemed relevant by the Bidder.
- 4.3 Each Bid is required to be submitted strictly in accordance with the Bid Documents, otherwise, and at the sole discretion of COMPANY, it may be disqualified. Bids submitted after the required time and date will not be considered.

	<p style="text-align: center;"><b>INVITATION TO BID</b></p> <p style="text-align: center;"><b>PROVISION OF OFFLOADING FLOATING HOSE INSPECTION AND MAINTENANCE SERVICES</b></p> <p style="text-align: center;"><b>BID NO.: WGE/HESS/CW2247922/RFQ-049</b></p>	
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- 4.4 COMPANY will not accept or consider any unsolicited amendments or offers received after the date stipulated for the return of Bids. However, Bidder may be required to clarify its Bid in response to any Bid clarification requested in writing by the COMPANY.

## **5.0 Enquiries**

- 5.1 All enquiries regarding any aspect of this ITB shall be in writing and shall be directed by **E-Mail only** no later than **two** (2) calendar days prior to date for submission to:

### **TENDER SECRETARY**

Email: [TenderSecretary.Hess@woodplc.com](mailto:TenderSecretary.Hess@woodplc.com)

***All correspondence shall show clearly the Bidder's Name and our Bid Reference number.***

Should the Bidder wish to clarify any part of this ITB or should any discrepancies be discovered in the Bid documents, or should there be any doubt as to the meaning thereof, the Bidder should notify the above named without delay in writing, requesting clarification or interpretation as may be appropriate.

### **Telephone enquiries will not be accepted.**

- 5.2 Prior to receipt of the Bids no person has any authority to make any representation or give any explanation to the Bidder, except the above named.
- 5.3 The responses to Bidder' written enquiries for clarification on aspects of the ITB shall be incorporated into Bid Bulletins which will be issued to all Bidders; the last Bid Bulletin will be issued no later than **two** (2) days prior to the date for submission of Bid.
- 5.4 Except for written Bid Bulletins nothing shall be deemed to change or supplement the basis of the Bid as defined in the Form of the Bid.
- 5.5 All Bid Bulletins issued will be sequentially numbered and will form part of the ITB. Bidder shall confirm receipt of each Bid Bulletin. As part of its Bid submission the Bidder shall comply with the information included in all Bid bulletins.
- 5.6 The prices stated in a Bid shall be arrived at independently and without consultation, communication, disclosure, agreement or understanding with competitors for the purpose of restricting competition.
- 5.7 No attempt shall be made by the Bidder to induce any other person, firm or COMPANY to submit or not to submit a Bid for the purpose of restricting competition.

## **6.0 Bid Requirements**

- 6.1 The Bid document shall consist of the Form of Bid, with all sections duly completed in accordance with the instructions detailed herein. The Bidder is required to submit a clear, concise and unqualified

	<p style="text-align: center;"><b>INVITATION TO BID</b></p> <p style="text-align: center;"><b>PROVISION OF OFFLOADING FLOATING HOSE INSPECTION AND MAINTENANCE SERVICES</b></p> <p style="text-align: center;"><b>BID NO.: WGE/HESS/CW2247922/RFQ-049</b></p>	
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Bid, complying fully and entirely with the provisions of these Instructions to Bidder and the proposed CONTRACT documentation contained herein.

## **7.0 Specific Information to be provided in Bid**

### **7.1 Schedule 1 – Execution Proposal**

The Bidder shall prepare and include as Schedule 1, an Execution Proposal detailing how Bidder proposes to perform the WORK as set out in Section IV.

### **7.2 Schedule 2 – Schedule of Dates**

The Bidder is requested to submit the Work Schedule against the requirements stipulated in full in Section IV Scope of Work.

### **7.3 Schedule 3 - Remuneration**

7.3.1 The Bidder is required to complete Schedule III and confirm that all rates and prices to be charged are “all inclusive” i.e. they contain all costs (direct and indirect) for complete performance of each element of the WORK to which they apply; and are inclusive of all taxes.

7.3.2 Any activity, category of person, item of equipment or material which is not separately identified and priced will be deemed to be included within the stated Rates and Prices.

7.3.3 The Bidder may propose for consideration an alternative method of pricing or invoicing, and this should be detailed within this Schedule III as an additional item. Notwithstanding the foregoing, the Bid pricing format must be completed in full.

### **7.4 Schedule 4 - Organisation and Key Personnel**

The Bidder shall provide the following items and information:

7.4.1 An organisation chart of the Bidder’s organisation together with details of its corporate structure and parent Company.

7.4.2 Details of key personnel proposed by Bidder for the execution of the WORK.

### **7.5 Schedule 5 – Health, Safety and Environmental Questionnaire**

The Bidder shall complete the Petronas HSE Capability Questionnaire and submit with its Bid.

### **7.6 Schedule 6 - Quality Assurance**

The Bidder must include the information and documentation requested with its Bid.



	<p style="text-align: center;"><b>INVITATION TO BID</b></p> <p style="text-align: center;"><b>PROVISION OF OFFLOADING FLOATING HOSE INSPECTION AND MAINTENANCE SERVICES</b></p> <p style="text-align: center;"><b>BID NO.: WGE/HESS/CW2247922/RFQ-049</b></p>	
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**7.7 Schedule 9 - Additional Information**

Bidder shall include the additional information requested as part of its Bid.

**7.8 Schedule 10 - Qualifications to Bid / Form of Contract**

Bidder shall specify qualifications or exceptions to the Bid and Minor Services Contract form in Section V for consideration by COMPANY.

COMPANY reserves the right to impute a monetary value in relation to contractual qualifications and exceptions as part of the Bid evaluation process.

**7.9 Schedule 11 – Experience and Commitments**

Bidder shall provide chronological details of its experience of comparable WORK. Bidder shall also provide information on current known and potential commitments for WORK of a similar nature.

**7.10 Schedule 12 – Proposed Facilities**

Bidder shall provide details of all Bidder's facilities proposed to be utilised for performance of the WORK.

**7.11 Schedule 13 – List of Suppliers/Subcontractors**

Bidder shall provide a list of any proposed Supplier/Subcontractors who may be responsible for undertaking those relevant parts of the Scope of Work, (this section to include a list of any equipment which would be provided by a third party) together with Bidder's reasons for selecting these Subcontractors and the form of assessment applicable to this process.

**7.12 Schedule 14 – Not Used**

**8.0 Bid Return**

**8.1 Bids submission shall be addressed to:**

**Wood Group Engineering Sdn Bhd**  
Unit 1, Level 18, Naza Tower, Platinum Park  
No. 10, Persiaran KLCC  
50088 Kuala Lumpur

Attention: **Tender Secretary – Hess Project**

Bidder shall utilise the pre-printed Bid Labels attached at the end of this Section.

	<p style="text-align: center;"><b>INVITATION TO BID</b></p> <p style="text-align: center;"><b>PROVISION OF OFFLOADING FLOATING HOSE INSPECTION AND MAINTENANCE SERVICES</b></p> <p style="text-align: center;"><b>BID NO.: WGE/HESS/CW2247922/RFQ-049</b></p>	
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- 8.2 Bids may be delivered by hand and deposited or by courier but must arrive at the respective offices of COMPANY by the Closing Date. To assist, Bidder is requested to provide Airway Bill/Courier Reference Number if anticipating any courier delivery.
- 8.3 Bids not received by the Closing Date will not be considered under any circumstances unless COMPANY has received, and accepted, prior written notification of delay. Late Bids must be received at the respective offices of COMPANY no later than 48 Hrs of closing date. Bids received after this time shall not be considered and will be returned to Bidder unopened.
- 9. Criteria For Award**
- 9.1 COMPANY criteria for the award of a CONTRACT shall be based on the most economically advantageous and technically acceptable Bid.
- 9.2 COMPANY reserves the right not to accept the lowest-priced Bid, to reject any or all Bids without providing a reason therefore or to accept any Bid subject to such terms and conditions as COMPANY may at its sole discretion consider appropriate.
- 9.3 Unsuccessful Bidder shall, upon written request, be afforded the opportunity of a debrief meeting within **four** (4) weeks following award of the CONTRACT, this for the purpose of generally outlining the deficient areas of the Bid.
- 10. Not Used**

	<p style="text-align: center;"><b>INVITATION TO BID</b></p> <p style="text-align: center;"><b>PROVISION OF OFFLOADING FLOATING HOSE INSPECTION AND MAINTENANCE SERVICES</b></p> <p style="text-align: center;"><b>BID NO.: WGE/HESS/CW2247922/RFQ-049</b></p>	
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## **SECTION II**

### **ACKNOWLEDGEMENT AND CONFIDENTIALITY UNDERTAKING**

**FORM OF ACKNOWLEDGEMENT**

**Wood Group Engineering Sdn Bhd**

Unit 1, Level 18, Naza Tower, Platinum Park  
No. 10, Persiaran KLCC  
50088 Kuala Lumpur

Attention: **Tender Secretary**

From: [INSERT BIDDER NAME]

Date:

Subject: Invitation to Bid Response

Dear Sir,

**Invitation to Bid (ITB) for the Provision of Offloading Floating Hose Inspection and Maintenance Services**

**ITT Ref: WGE/HESS/CW2247922/RFQ-049**

We acknowledge receipt of the above referenced ITB and \*will / \*will not be submitting a Bid by the due date. (\* Delete as appropriate)

As requested by your ITB, we enclose herewith one copy of the Confidentiality Agreement duly signed by ourselves.

All communications regarding this ITB should be sent to ..... who is responsible for our Bid.

DATED THIS ..... DAY OF ..... 2019

NAME ..... (PRINT)

SIGNED .....

POSITION .....

COMPANY .....

ADDRESS .....

.....

TEL NO. .... FAX NO. ....

EMAIL .....



## **INVITATION TO BID**

**PROVISION OF OFFLOADING FLOATING HOSE  
INSPECTION AND MAINTENANCE SERVICES**

**BID NO.: WGE/HESS/CW2247922/RFQ-049**



**CONFIDENTIALITY AGREEMENT**

	<p style="text-align: center;"><b>INVITATION TO BID</b></p> <p style="text-align: center;"><b>PROVISION OF OFFLOADING FLOATING HOSE INSPECTION AND MAINTENANCE SERVICES</b></p> <p style="text-align: center;"><b>BID NO.: WGE/HESS/CW2247922/RFQ-049</b></p>	
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## CONFIDENTIALITY AGREEMENT

This CONFIDENTIALITY AGREEMENT (hereinafter “**Agreement**”) is entered into by and between [ ] (hereinafter “**Bidder**”), in order to perform services related [ ] (hereinafter “**Purpose**”) will have access to certain proprietary and confidential information (hereinafter “Confidential Information”) from **WOOD GROUP ENGINEERING SDN. BHD.** and its subsidiaries (hereinafter “**COMPANY**”). Accordingly, COMPANY is willing to allow Bidder to have access to the aforementioned information, under the following terms and conditions:

For the Purpose of this Agreement, “Confidential Information” includes any information in any form that is disclosed to Bidder by or on behalf of COMPANY that is not generally known including, without limitation, trade secrets, know how, samples, techniques, specifications, drawings, designs, design concepts, processes, and testing methodologies.

1. Bidder agrees that it will maintain in confidence and will not disclose to any third party, without COMPANY’s prior written permission, any Confidential Information that is disclosed to it directly or indirectly. Bidder further agrees that it will limit access to Confidential Information to only those employees of Bidder who actually need to know such Confidential Information for carrying out the above-indicated purpose of this Agreement.
2. Bidder agrees that: (a) it will not use any of the Confidential Information for any purpose other than as necessary to perform its services; and (b) it will promptly return to COMPANY all documents provided by COMPANY which contain Confidential Information (including all copies thereof) upon COMPANY’s written request or upon expiration of this Agreement.
3. Bidder agrees that it will inform each of its employees who receives or has access to any Confidential Information of the provisions of this Agreement and, in the event they have not heretofore entered into a separate agreement with Bidder safeguarding the proprietary information of Bidder, which separate agreement would be applicable to Confidential Information disclosed hereunder, Bidder will require them to agree in writing to be bound by the provisions of this Agreement in the same manner as Bidder is bound hereunder.
4. The foregoing obligations of Bidder shall not apply to:
  - a) Information which, at the time of disclosure, is in the public domain as evidenced by printed publication or otherwise;
  - b) Information which, after disclosure, becomes part of the public domain by publication or otherwise through no act or failure to act of Bidder;
  - c) Information which Bidder can show was in its possession prior to the time of disclosure and was not acquired directly or indirectly from COMPANY;
  - d) Information which is received by Bidder subsequent to the time of disclosure from a third party who has the right to disclose such information and who did not acquire the same directly or indirectly from COMPANY; or
  - e) Information that is subsequently developed independently by the Bidder without use of Confidential Information as evidenced by documents contained in its records.

Disclosures made to Bidder in connection with this agreement shall not be deemed to be within the foregoing exceptions merely because they are embraced by more general information in the public domain or in the possession of Bidder.


	<b>INVITATION TO BID</b> <b>PROVISION OF OFFLOADING FLOATING HOSE</b> <b>INSPECTION AND MAINTENANCE SERVICES</b> <b>BID NO.: WGE/HESS/CW2247922/RFQ-049</b>	
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5. All Confidential Information made available to Bidder pursuant to or in connection with this Agreement shall at all times remain the property of COMPANY.
6. The obligations under this Agreement shall continue for a period of ten (10) years after the expiration or termination of this Agreement.
7. The parties agree that monetary compensation is not adequate remedy for any breach of this Agreement and COMPANY may seek specific performance or injunctive relief as a remedy for any actual or threatened breach in addition to any remedies available at law or in equity under or independently of this Agreement.
8. Nothing in this Agreement grants or confers any rights by licence or otherwise, express or implied to any trade secret, copyright, invention, discover or to any patent, or other intellectual property rights, by either COMPANY to Bidder nor does this Agreement grant Bidder any rights in or to COMPANY's Confidential Information, except for the limited right to use and disclose the Confidential Information solely for the Purpose.
9. Any notice to be given hereunder shall be in writing and be hand delivered or sent by post or telefax to the address below:-

	<b>COMPANY</b>	<b>Bidder</b>
Attn:	Procurement Manager	_____
Address:	Unit 1, Level 18, Naza Tower, Platinum Park No. 10, Persiaran KLCC 50088 Kuala Lumpur	_____
Phone No:	+603 9212 4502	_____

10. This Agreement is governed by the laws of Malaysia.
11. Any dispute between the parties as to the performance of this Agreement or rights or liabilities of the parties herein which cannot be settled amicably within sixty (60) days of such dispute arising shall be settled by arbitration in accordance with the rules of the Kuala Lumpur Regional Centre for Arbitration ("KLIRCA") before a board of one arbitrator. In the event agreement upon the arbitrator cannot be reached, the arbitrator shall be appointed finally by the Chairman for the time being of the KLIRCA. Such arbitration shall be held in Kuala Lumpur and conducted in English. The award of arbitration shall be final and binding upon the parties. The costs of arbitration shall be borne by the party whose contention was not upheld, unless otherwise provided in the arbitration award.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in duplicate by their duly authorized representatives, effective as of the [ ].

	<p style="text-align: center;"><b>INVITATION TO BID</b></p> <p style="text-align: center;"><b>PROVISION OF OFFLOADING FLOATING HOSE INSPECTION AND MAINTENANCE SERVICES</b></p> <p style="text-align: center;"><b>BID NO.: WGE/HESS/CW2247922/RFQ-049</b></p>	
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**WOOD GROUP ENGINEERING SDN. BHD.**

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

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

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

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

**BIDDER**

[ ]

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

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

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

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





**INVITATION TO BID**  
**PROVISION OF OFFLOADING FLOATING HOSE**  
**INSPECTION AND MAINTENANCE SERVICES**  
**BID NO.: WGE/HESS/CW2247922/RFQ-049**



**SECTION III**

**PROFORMAS**

	<p style="text-align: center;"><b>INVITATION TO BID</b></p> <p style="text-align: center;"><b>PROVISION OF OFFLOADING FLOATING HOSE INSPECTION AND MAINTENANCE SERVICES</b></p> <p style="text-align: center;"><b>BID NO.: WGE/HESS/CW2247922/RFQ-049</b></p>	
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## **CONTENTS**

PROFORMAS - for review and (where stipulated) completion and submission with the Bid.

### **Form of Bid**

<b>Schedule 1:</b>	<b>Execution Proposal</b>
<b>Schedule 2:</b>	<b>Schedule of Dates</b>
<b>Schedule 3:</b>	<b>Remuneration</b>
<b>Schedule 4:</b>	<b>Organisation and Key Personnel</b>
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<b>Schedule 10:</b>	<b>Proposed Facilities</b>
<b>Schedule 11:</b>	<b>List of Subcontractors</b>
<b>Schedule 12:</b>	<b>Not Used</b>

## **FORM OF BID**

**Wood Group Engineering Sdn Bhd (COMPANY)**  
Unit 1, Level 18, Naza Tower, Platinum Park  
No. 10, Persiaran KLCC  
50088 Kuala Lumpur

[INSERT DATE]

Attention: **Tender Secretary**

Dear Sirs,

**ITT REFERENCE NO.: WGE/HESS/CW2247922/RFQ-049**

### **Provision of Offloading Floating Hose inspection and Maintenance Services (the "WORK")**

- 1) We have read and understood your ITB relating to the WORK and we confirm that we have fully satisfied ourselves as to the extent and nature of the WORK to be performed.
- 2) We hereby offer to perform the WORK in accordance with the terms and conditions stipulated in the ITB except where qualified herein.
- 3) We undertake, in the event of your acceptance of our offer to execute a formal CONTRACT (in the Minor Services Contract attached at Section V of the ITB Documents) which includes all the terms and conditions contained within this offer. Unless and until a formal CONTRACT is prepared and executed, this offer together with your written acceptance thereof and any further conditions/qualifications contained therein which are subsequently accepted by us, shall constitute a binding CONTRACT between us.
- 4) Our Bid shall remain open for acceptance for a period of **ninety (90) days** from the Closing Date and may be accepted by COMPANY at any time before expiration of that period. The period for acceptance shall be extended for such period as is reasonably required for COMPANY to properly evaluate and consider said offer.
- 5) We understand that COMPANY is not bound to accept the lowest value of any Bid COMPANY may receive nor is COMPANY obliged to assign a reason for rejection of any Bid. We also understand that any costs and expense incurred by us in the course of preparation and submission of this Bid are entirely for our own account.
- 6) We confirm that we have taken account of Bid Bulletins Nos. [ ] issued during the Bidding period, in the preparation of our Bid. [\*delete if not applicable]
- 7) We confirm that all insurances required to be placed by us under the proposed CONTRACT are currently in force or shall be placed prior to commencement of the WORK or execution of the CONTRACT (whichever occurs first) and will remain in place for the period up to and including delivery of the WORK.

- 8) We certify that this is a bona fide competitive Bid and that we have not fixed or adjusted the amount of the Bid by, under or in accordance with any collaborative agreement or arrangement with any person not directly involved with its preparation. We further covenant that we have not at any time prior to this offer:
- (a) communicated to any person the amount of the proposed Bid except when obtaining insurance premium quotations in connection with the Bid; and
  - (b) entered into any agreement or arrangement (verbal or written) with any other person, association, firm or COMPANY stipulating that we shall refrain from Biding or discussing the amount of any Bid to be submitted
  - (c) made contact with any outside agencies or companies established for the sole purpose of information broking.

Yours faithfully

.....

Name (in full) .....

Title: .....

Date: .....

For and on behalf of .....

	<p style="text-align: center;"><b>INVITATION TO BID</b></p> <p style="text-align: center;"><b>PROVISION OF OFFLOADING FLOATING HOSE INSPECTION AND MAINTENANCE SERVICES</b></p> <p style="text-align: center;"><b>BID NO.: WGE/HESS/CW2247922/RFQ-049</b></p>	
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## **SCHEDULE 1**

### **EXECUTION PROPOSAL**

(BIDDER TO PREPARE AND INCORPORATE IT'S SCOPE OF WORK AND METHOD STATEMENT)

#### **1.0 EXECUTION PROPOSAL**



- 1.1 Notwithstanding the specific questions and responses contained in the various Schedules and this ITB, Bidder shall prepare and include as Schedule 1 an Execution Proposal detailing how Bidder proposes to perform the WORK as set out in Section IV Scope of Work.

The Execution Proposal shall at a minimum address the following key issues:

- Bidder's project objectives
- Scope of Work Management
- Risk Management
- Organisation Plan
- Subcontracting Plan
- Time Management
- Cost Management
- Quality Management
- HSE Management
- Installation and Commissioning

Bidder shall include all technical data requested in the Scope of Work reference no.: NMB-WGE-INSP-SOW-009 and all documents referenced therein as set out in Section IV Scope of Work.



	<p style="text-align: center;"><b>INVITATION TO BID</b></p> <p style="text-align: center;"><b>PROVISION OF OFFLOADING FLOATING HOSE INSPECTION AND MAINTENANCE SERVICES</b></p> <p style="text-align: center;"><b>BID NO.: WGE/HESS/CW2247922/RFQ-049</b></p>	
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## SCHEDULE 2

### SCHEDULE OF KEY DATES

(BIDDER TO REVIEW AND PROVIDE)

#### 1.0 GENERAL

For Bidder's information preliminary key project milestone dates are provided in the Table below:

Key Project Milestones	Tentative Dates
Issuance of ITT Document	<b>9<sup>th</sup> August 2019</b>
Bid Closing Date	<b>19<sup>th</sup> August 2019</b>
Award Date	<b>23<sup>rd</sup> September 2019</b>
Kick Off Meeting	<b>30<sup>th</sup> September 2019</b>

The preliminary dates above are provided by COMPANY for information only.

The Project is on a fast track accelerated delivery programme to meet the schedule demands. Successful Bidder's will have an important and accountable role to play in ensuring that COMPANY objective to complete the WORK on time is achieved.

#### 2.0 DELIVERY DATES

Based on an EFFECTIVE DATE OF ISSUANCE OF AWARD on 23<sup>rd</sup> September 2019, Bidder shall insert below the latest dates by which the WORK shall be delivered to COMPANY.

Item	Description	Latest Date
A	[INSERT DESCRIPTION OF THE WORK]	[INSERT DATE]
B	[INSERT DESCRIPTION OF THE WORK]	[INSERT DATE]
C	[INSERT DESCRIPTION OF THE WORK]	[INSERT DATE]
D	[INSERT DESCRIPTION OF THE WORK]	[INSERT DATE]
E	[INSERT DESCRIPTION OF THE WORK]	[INSERT DATE]

Items A, B, C, D & E shall be fully in accordance with COMPANY Scope of Work as set out in Section IV Scope of Work

	<p align="center"><b>INVITATION TO BID</b></p> <p align="center"><b>PROVISION OF OFFLOADING FLOATING HOSE INSPECTION AND MAINTENANCE SERVICES</b></p> <p align="center"><b>BID NO.: WGE/HESS/CW2247922/RFQ-049</b></p>	
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**SCHEDULE 3**

**REMUNERATION**

(BIDDER TO PRICE)

**TABLE OF CONTENTS**

<b>1.0</b>	<b>PREAMBLE CONTRACT PRICE</b>
<b>2.0</b>	<b>SCHEDULE OF RATES</b>
<b>3.0</b>	<b>BIDDER'S PERSONNEL</b>
<b>4.0</b>	<b>INVOICING SCHEDULE</b>
<b>5.0</b>	<b>RETENTION</b>
<b>6.0</b>	<b>ESCALATION</b>
<b>7.0</b>	<b>CANCELLATION CHARGES</b>
<b>8.0</b>	<b>VARIATIONS</b>



	<p style="text-align: center;"><b>INVITATION TO BID</b></p> <p style="text-align: center;"><b>PROVISION OF OFFLOADING FLOATING HOSE INSPECTION AND MAINTENANCE SERVICES</b></p> <p style="text-align: center;"><b>BID NO.: WGE/HESS/CW2247922/RFQ-049</b></p>	
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## **COMPENSATION AND PAYMENT**

### **1.0 PREAMBLE CONTRACT PRICE**

#### **1.1 The CONTRACT PRICE**

The CONTRACT PRICE will be the sum of the individual Schedule of Rates set out in Section 2 of this Schedule 3.

#### **1.2 Taxes and Duties**

The Rates contained in this Schedule 2.2 shall include Taxes and Duties.

#### **1.3 Rates and Prices**

All Rates contained in this Schedule 3 are fixed and not subject to revision or escalation or any adjustment throughout the duration of the CONTRACT, unless expressly stated otherwise.

### **2.0 SCHEDULE OF RATE**

2.1 The Schedule of Rates set out in the following paragraphs of this Schedule 3 shall be deemed to be fully inclusive sums for the completion of the WORK in accordance with the provisions of the CONTRACT and shall be inclusive of, but not limited to, all management, administration, engineering, design, documentation, provision of manufacturing, assembly and testing equipment, taxes, compliance with all statutory regulations and guidelines, regulations, safety requirements, materials and equipment, marking and tagging, packing, delivery.

#### **2.2 Schedule of Rates**

The following Schedule of Rates shall be exclusive use for the Provision of Offloading Floating Hose Inspection and Maintenance Services as per Section IV Scope of Work. Bidder shall Bid Unit Rates to perform the WORK, which shall be remain firm and fixed through the CONTRACT term and as per CONTRACT terms and conditions:

	<b>INVITATION TO BID</b> <b>PROVISION OF OFFLOADING FLOATING HOSE</b> <b>INSPECTION AND MAINTENANCE SERVICES</b> <b>BID NO.: WGE/HESS/CW2247922/RFQ-049</b>	
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### 2.2.1 Stringing and Destrining Works

Table 2.2.1 – Stringing and Destrining Works

<u>Item</u>	<u>Description</u>	<u>Unit</u>	<u>Unit Rates (RM)</u>
	Provision of Manpower, Equipment and Consumables for Stringing and Destrining Works		
1.0	Stringing of Offtake hose at KSB (28 lengths of 16" offtake hose)	Per Service	
2.0	Perform leak test individual hoses and complete assemble as per Client specification	Per Service	
3.0	Hose preparation for towing offshore	Per Service	
4.0	De-string assembled hoses	Per Service	
5.0	Provide equipment and tools for stringing and de-stringing activities including and replacement of defect parts	Per Service	
6.0	Offshore, hydrotesting and N2 purge as per Client specification	Per Service	

### 2.2.2 Hydrotest Offshore

Table 2.2.2 – Hydrotest Test

<u>Item</u>	<u>Description</u>	<u>Unit</u>	<u>Unit Rates (RM)</u>
	Provision of Manpower and Equipment for Hydrotest Offshore		
1.0	Equipment preparation and inspection (Hydrostatic test at Offshore equipment)	Per Service	
2.0	Manpower readiness (manpower for offshore scope) with valid AME and Bosiet	Per Service	
3.0	Mobilization and Demobilisation of manpower and equipment to Kemaman Supply Base (KSB)	Per Service	
4.0	Hose preparation for towing offshore	Per Service	

	<b>INVITATION TO BID</b> <b>PROVISION OF OFFLOADING FLOATING HOSE</b> <b>INSPECTION AND MAINTENANCE SERVICES</b> <b>BID NO.: WGE/HESS/CW2247922/RFQ-049</b>	
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### 2.2.3 Servicing of Marine Breakaway Coupling (MBC)

*Table 2.2.3 – Servicing of Marine Breakaway Coupling (MBC)*

<u>Item</u>	<u>Description</u>	<u>Unit</u>	<u>Unit Rates (RM)</u>
	Provision of Manpower, Equipment and Consumables for Servicing of Marine Breakaway Coupling (MBC)		
1.0	Perform inspection, service, replace defective part, testing and recertification as per Maker guide.	Per Service	

### 2.2.4 Mobilization/ Demobilization of Bidder's Personnel and Equipment

The following Schedule of Rates shall apply when calculating the price impact resulting from any COMPANY approved variations to the Scope of Services.

The Rates for Mobilization and Demobilization of the Personnel shall include all necessary expenses which include but not limited to all overheads, travelling time/expenses, general expenses, accommodations and profit etc.

Mobilization and Demobilization of Personnel and Equipment shall be based on complete per round trip.

*Table 2.2.4 – Mob & Demob Personnel and Equipment*

<u>Item</u>	<u>Description</u>	<u>Unit</u>	<u>Unit Rates (RM)</u>
1.0	Mob and Demob of Personnel to/from Tok Bali, Kelantan	Per Pax/Trip	
2.0	Mob and Demob of Equipment and Tools to/from Tok Bali, Kelantan	Per Trip	

### 2.2.5 Bidder's Personnel Rate

The following Schedule of Rates shall apply when calculating the price impact resulting from any COMPANY approved variations to the Scope of Services.

The Rates for Personnel shall include all burden related cost including PPE, trainings, certifications and tools/equipment required to perform the WORK. Travel time shall not be considered as working hours.

Working hours shall be based on COMPANY normal working hours.

Onshore Personnel : All-inclusive firm and fixed daily rates per 8 hours day  
Offshore Personnel : All-inclusive firm and fixed daily rates per 12 hours day



	<b>INVITATION TO BID</b> <b>PROVISION OF OFFLOADING FLOATING HOSE</b> <b>INSPECTION AND MAINTENANCE SERVICES</b> <b>BID NO.: WGE/HESS/CW2247922/RFQ-049</b>	
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Table 2.2.5 – Mob & Demob Personnel and Equipment

<b><u>Personnel</u></b>	<b><u>Onshore</u></b>			<b><u>Offshore</u></b>		
	Standard Day (RM)	Overtime Rate (RM)	Standby Rate (RM)	Standard Day (RM)	Overtime Rate (RM)	Standby Rate (RM)
Project Lead						
Inspector						
Other (please specify)						



## 2.2.6 Bidder's Equipment and Tools

The following Schedule of Rates shall apply when calculating the price impact resulting from any COMPANY approved variations to the Scope of Services.

Bidder shall describe below any equipment and tools which may be required for the services.

Table 2.2.6 – Equipment and Tools

<b><u>Item</u></b>	<b><u>Description</u></b>	<b><u>Unit</u></b>	<b><u>Unit Rates (RM)</u></b>

	<p style="text-align: center;"><b>INVITATION TO BID</b></p> <p style="text-align: center;"><b>PROVISION OF OFFLOADING FLOATING HOSE INSPECTION AND MAINTENANCE SERVICES</b></p> <p style="text-align: center;"><b>BID NO.: WGE/HESS/CW2247922/RFQ-049</b></p>	
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### 3.0 BIDDER's PERSONNEL

- 3.1 The rates set out in Section 2.2.5 shall be exclusive used for the Provision of Offloading Floating Hose Inspection and Maintenance Services as per Section IV Scope of Work. Bidder shall provide Unit Rates to perform the WORK, which shall be remain firm and fixed through the CONTRACT term and as per CONTRACT terms and conditions.

All days and hours worked for Onshore and Offshore work shall be approved by COMPANY.

#### 3.1.2 Onshore Rates

The onshore day rates set out in Table 2.2.5 of Section 2.2.5 shall be deemed to include for a standard 8 hours per day and shall apply to any onshore Worksite within Malaysia as may be specified by COMPANY. The rates shall include for all necessary equipment and tools required for the WORK.

#### 3.1.3 Offshore Day Rates

The offshore day rates set out in Table 2.2.5 of Section 2.2.5 shall apply to all services provided to COMPANY on any offshore Worksite within Malaysia as may be specified by COMPANY. The day rates shall be fully inclusive of a 12 hours standard day and shall equally apply to any night shift working. The daily rates shall include for all necessary equipment required to provide such assistance.

The day rates (prorated accordingly) shall be paid from time of scheduled check-in at COMPANY designated departure point, until return to COMPANY designated return point. On Mobilisation/Demobilisation days only hours from check-in time at COMPANY designated departure point, until completion of shift/commencement of shift until return to COMPANY designated return point will be reimbursed.

The Mobilisation/Demobilisation cost shall include travel, accommodation and applicable allowance for Bidder's personnel and shall be on round trip basis.

Should the departure offshore be delayed beyond the scheduled departure time, COMPANY shall pay Bidder at the daily standby rates, pro-rated as applicable. All other incidentals expenses being deemed to be included in the standby rates.

### 4.0 INVOICING SCHEDULE

- 4.1 Not Used.
- 4.2 Payment terms shall be **ninety (90) days** upon receipt of original invoice complete with supporting document by COMPANY.

### 5.0 NOT USED

	<p style="text-align: center;"><b>INVITATION TO BID</b></p> <p style="text-align: center;"><b>PROVISION OF OFFLOADING FLOATING HOSE INSPECTION AND MAINTENANCE SERVICES</b></p> <p style="text-align: center;"><b>BID NO.: WGE/HESS/CW2247922/RFQ-049</b></p>	
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## **6.0 ESCALATION**

The rates set out in Section 2.0 of this Schedule 3 shall be firmed and fixed for the entire CONTRACT duration.

## **7.0 VARIATIONS**

### **7.1 Schedule of Rates**

Bidder shall submit a schedule of hourly rates for all personnel directly involved in the performance of the WORK. The rates shall remain valid for the duration of the CONTRACT and are deemed to be inclusive of all management, project management, supervision, technical support, clerical and secretarial services, establishment charges, facilities charges, tools, manufacturing, assembly and test equipment, protective clothing, safety equipment, consumables and all other indirect costs involved in the performance of the WORK .

	<p style="text-align: center;"><b>INVITATION TO BID</b></p> <p style="text-align: center;"><b>PROVISION OF OFFLOADING FLOATING HOSE INSPECTION AND MAINTENANCE SERVICES</b></p> <p style="text-align: center;"><b>BID NO.: WGE/HESS/CW2247922/RFQ-049</b></p>	
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#### **SCHEDULE 4**

#### **ORGANISATION CHART AND KEY PERSONNEL**

(BIDDER TO PROVIDE)

#### **1.0 ORGANISATION CHART**

Bidder shall attach hereto an Organisation Chart together with details of its corporate structure and ultimate parent Company.

#### **2.0 KEY PERSONNEL**

Bidder shall detail hereunder a list of the names of key personnel which it proposes to employ on the WORK. Such details should include job descriptions and CV's, which highlight relevant work experience. Bidder should clearly detail as to whether the individuals being nominated are direct employees of the Bidder and whether they will be full time or part time assigned to the project. If part time, advise approximate percentage.


Bidder shall also indicate, in terms of elapsed days from the date of award, when key individuals would be mobilised on the project.

#### **3.0 KEY PERSONNEL CAPABILITY**

Bidder to provide followings as part of Bid submission:

##### **3.1 Key Personnel and Qualifications:**

- 3.1.1 CONTRACTOR shall submit to COMPANY a Letter of Consent signed by the proposed candidates along with their detailed CV for review and approval by COMPANY.
- 3.1.2 CONTRACTOR proposed Project Lead (on-shore) and Inspector (off-shore) will have nothing less than 7 years' experience in this similar scope of work.

	<p style="text-align: center;"><b>INVITATION TO BID</b></p> <p style="text-align: center;"><b>PROVISION OF OFFLOADING FLOATING HOSE INSPECTION AND MAINTENANCE SERVICES</b></p> <p style="text-align: center;"><b>BID NO.: WGE/HESS/CW2247922/RFQ-049</b></p>	
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## SCHEDULE 5

### HEALTH, SAFETY AND ENVIRONMENTAL

(BIDDER TO COMPLETE THE PETRONAS HSE CAPABILITY QUESTIONNAIRE)

#### PREAMBLE

COMPANY expects Bidder to exercise sound principles of Health, Security, Safety and Environmental Management in delivering a scope of service. The protection of people, property and the environment are a fundamental aspect of business conduct and Bidder are required to contribute to COMPANY success in this key area by implementing HSS&E management systems appropriate to their scope of service.

#### REQUIRED INFORMATION

Bidder shall provide information in respect of their health, safety and environmental arrangements by reviewing the COMPANY EHS Management Procedures and COMPANY's Scope of Work No.: **NMB-WGE-INSP-SOW-009** as set out in Section IV.

It should also be noted that this forms part of the overall COMPANY evaluation and that COMPANY reserves the right to conduct further assessments as deemed necessary to verify information provided.



	<p style="text-align: center;"><b>INVITATION TO BID</b></p> <p style="text-align: center;"><b>PROVISION OF OFFLOADING FLOATING HOSE INSPECTION AND MAINTENANCE SERVICES</b></p> <p style="text-align: center;"><b>BID NO.: WGE/HESS/CW2247922/RFQ-049</b></p>	
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## **SCHEDULE 6**

### **QUALITY ASSURANCE**

(BIDDER TO PROVIDE)

#### **PREAMBLE**

The quality of product, work and personnel provided by a Bidder is considered to be of paramount importance to COMPANY. The Bidder is expected to operate a formal quality management system appropriate to the WORK.

#### **REQUIRED INFORMATION**

Bidder shall provide the requested information in respect of their quality management arrangements. Failure to supply the necessary information may adversely affect the evaluation of the Bidder's submission. It should also be noted that this information forms part of the overall Bid evaluation and that COMPANY reserve the right to conduct further assessment as deemed necessary to verify information provided.

1. Provide a description of your Quality Management System and how that will apply to the WORK.
2. Provide a copy of any relevant certification (ISO 9001 etc.) indicating applicability to the WORK.
3. Provide a typical QA/QC plan that it has been implemented on similar WORK and similar geographical areas. In so doing Bidder should note that a CONTRACT specific QA/QC plan shall be developed subsequent to any award.

	<p style="text-align: center;"><b>INVITATION TO BID</b></p> <p style="text-align: center;"><b>PROVISION OF OFFLOADING FLOATING HOSE INSPECTION AND MAINTENANCE SERVICES</b></p> <p style="text-align: center;"><b>BID NO.: WGE/HESS/CW2247922/RFQ-049</b></p>	
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**SCHEDULE 7**

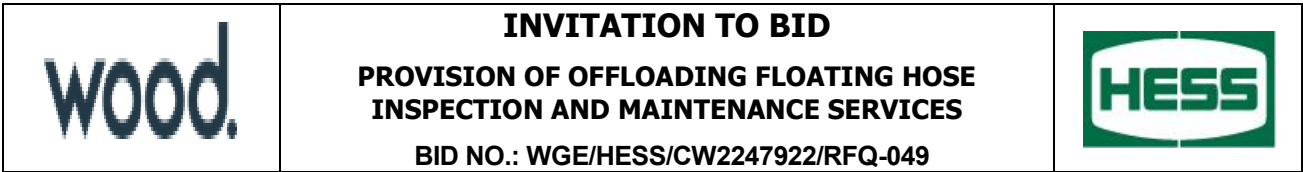
**ADDITIONAL INFORMATION**

(BIDDER TO COMPLETE)

**4.0 GENERAL**

Bidder must submit the following additional information with its Bid:

- 4.1 Copies of those insurance certificates required to be exhibited in accordance with the provisions of the CONTRACT
- 4.2 Details of any pending take-overs, mergers or corporate reorganisation / restructuring.
- 4.3 Any other additional information which the Bidder believes will support its Bid.



## PROVISION OF OFFLOADING FLOATING HOSE INSPECTION AND MAINTENANCE SERVICES



## DEVIATIONS AND/OR EXCEPTIONS

Bidder, referring to the appropriate section of the ITB documents, may submit qualifications in the form of amendments to the ITB documents and the effect on the Schedule of prices must be stated for each. In the absence of stated effects on the Schedule of Prices, COMPANY shall, for evaluation purposes, assign "worst case" values.

[illegible]

	<p style="text-align: center;"><b>INVITATION TO BID</b></p> <p style="text-align: center;"><b>PROVISION OF OFFLOADING FLOATING HOSE INSPECTION AND MAINTENANCE SERVICES</b></p> <p style="text-align: center;"><b>BID NO.: WGE/HESS/CW2247922/RFQ-049</b></p>	
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## SCHEDULE 9

### EXPERIENCE AND COMMITMENTS

(BIDDER TO COMPLETE)

#### **1.0 EXPERIENCE**

In order to assess Bidder's experience and capabilities please provide, where appropriate, information on:

- Five (5) years track record showing experience with similar service package(s) that you have supplied for a facility in the Oil and Gas Sector or similar, in for Provision of Offloading Floating Hose Inspection and Maintenance Services.
- Any experience of HESS Regulations, Codes, Standards and Legislative provisions

In responding to above Bidder is requested in each instance to include the name, type of project and the client.

#### **2.0 COMMITMENTS**

Bidder shall provide hereunder its current known commitments plus any potential further commitments it may have for Work of a similar or associated nature, irrespective of whether it is considered to potentially conflict with the execution of the WORK contemplated by this ITB. This should include existing contracts, Contracts recently awarded or awards that are pending.

	<p style="text-align: center;"><b>INVITATION TO BID</b></p> <p style="text-align: center;"><b>PROVISION OF OFFLOADING FLOATING HOSE INSPECTION AND MAINTENANCE SERVICES</b></p> <p style="text-align: center;"><b>BID NO.: WGE/HESS/CW2247922/RFQ-049</b></p>	
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**SCHEDULE 10**

**PROPOSED FACILITIES**

(BIDDER TO COMPLETE)

**1.0 GENERAL**

Bidder shall provide details of its Facilities that it intends to use for performing the WORK.

Information shall include but not be limited to:

- The address and location(s) detailing the extent of the Work
- Manufacturing capabilities
- Loading facilities including all known transport restrictions

	<p style="text-align: center;"><b>INVITATION TO BID</b></p> <p style="text-align: center;"><b>PROVISION OF OFFLOADING FLOATING HOSE INSPECTION AND MAINTENANCE SERVICES</b></p> <p style="text-align: center;"><b>BID NO.: WGE/HESS/CW2247922/RFQ-049</b></p>	
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**SCHEDULE 11**

**LIST OF SUPPLIER'S/SUBCONTRACTOR'S**

(BIDDER TO COMPLETE)

**1.0 GENERAL**

Bidder shall attach hereto a list of Subcontractors it intends to employ in the performance of the WORK. Against each Subcontractor Bidder shall detail their names, including their address and location from which they will be supporting the WORK and detailing the extent of all Work or supplies being provided.

Bidder shall detail the extent of experience it has had with the respective Subcontractor whilst providing similar work under like conditions and advise how it would intend to monitor and control Subcontractor's during the course of the project.

	<p style="text-align: center;"><b>INVITATION TO BID</b></p> <p style="text-align: center;"><b>PROVISION OF OFFLOADING FLOATING HOSE INSPECTION AND MAINTENANCE SERVICES</b></p> <p style="text-align: center;"><b>BID NO.: WGE/HESS/CW2247922/RFQ-049</b></p>	
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**SCHEDULE 12**

(Not Used)



**INVITATION TO BID**  
**PROVISION OF OFFLOADING FLOATING HOSE**  
**INSPECTION AND MAINTENANCE SERVICES**  
**BID NO.: WGE/HESS/CW2247922/RFQ-049**



**SECTION IV**

**SCOPE OF WORK**

**(SCOPE OF WORK NO.: NMB-WGE-INSP-SOW-009)**





## INVITATION TO BID

### PROVISION OF OFFLOADING FLOATING HOSE INSPECTION AND MAINTENANCE SERVICES



BID NO.: WGE/HESS/CW2247922/RFQ-049



## Work Scope Specification for Provision of HESS NMB Offloading Floating Hose Inspection and Maintenance Services

### HESS EXPLORATION & PRODUCTION MALAYSIA B.V.

0	25-June-19	For Tendering	Dev Thana	Nik Syihan	Graham Innes
Rev.	Date	Reason for Issue	Originator	Checked	Approved
DOCUMENT NUMBER		NMB-WGE-INSP-SOW-009			

	<p style="text-align: center;"><b>INVITATION TO BID</b></p> <p style="text-align: center;"><b>PROVISION OF OFFLOADING FLOATING HOSE INSPECTION AND MAINTENANCE SERVICES</b></p> <p style="text-align: center;"><b>BID NO.: WGE/HESS/CW2247922/RFQ-049</b></p>	
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## A. INTRODUCTION

Wood Group Engineering Sdn Bhd (COMPANY) has been awarded a Managed Services Contract by HESS Exploration and Production Malaysia B.V (CLIENT) for their North Malay Basin (NMB) field development operations and maintenance.

The NMB field is located at offshore Peninsular Malaysia immediately south of the Malaysia-Thailand border, approximately 150km North East from Kota Bahru. The area consists of 3 active PSC's namely PM301, PM302 and Bergading. HESS North Malay Basin offshore facilities includes the following, but not limited to:

Facilities	Location
<ol style="list-style-type: none"> <li>1. BRG-CPP (Bergading Central Processing Platform)</li> <li>2. BRG-WHA (Bergading Wellhead A)</li> <li>3. RWHP (WHC- Bergading C, WHD-Bergading D, KMA- Bunga Kesumba)</li> <li>4. BRG-FSO (Bergading Floating, Storage and Offloading Facility)</li> </ol>	<p style="text-align: center;">North Malaysia Basin (NMB)</p>

CONTRACTOR shall be responsible for the provision of detailed inspection, testing, certification, maintenance and repair services for CLIENT's Offloading Floating Hose (see note1) for a contract term of two (2) years with an optional contract extension of one (1) year.

All commercial terms and rates quoted by CONTRACTOR shall be fixed, without any annual escalation, and is applicable throughout the primary term of the contract, including during contract extension period.

Note 1:

Offloading Floating Hose is:

- Used in offloading condensate from BRG-FSO to Aframax shuttle tanker or equivalent.
- Connected to the FSO offloading platform at one end and the other end is left floating until the commencing of offloading operations, at which point it will be connected to the shuttle tanker.
- Manufactured in accordance to the requirements of OCIMF GMPHOM 2009.

## B. SCOPE OF WORK

CONTRACTOR shall be responsible to provide the following WORK:

- a. Provision of supervision and labour to perform detailed inspection (including visual inspection), testing (such as hydrostatic, vacuum or electrical properties test, MPI, NDT etc.), certification, maintenance and repair services of Offloading Floating Hose;

	<p style="text-align: center;"><b>INVITATION TO BID</b></p> <p style="text-align: center;"><b>PROVISION OF OFFLOADING FLOATING HOSE INSPECTION AND MAINTENANCE SERVICES</b></p> <p style="text-align: center;"><b>BID NO.: WGE/HESS/CW2247922/RFQ-049</b></p>	
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- b. Provision of materials, equipment, temporary construction aids, hand tools, consumables, transport (including inspection vessel if require), packing and applicable facilities to support the performance of detailed inspection, testing, certification, maintenance and repair services of Offloading Floating Hose;
- c. Provision of site verification, any related services including application of permits, license, taxes, insurance and all other things, as requested by COMPANY, to support the performance of any inspection, testing, certification, maintenance and repair services of Offloading Floating Hose;
- d. Any other hose(s) related inspection, testing, certification, maintenance and repair services as required and specified by COMPANY;
  - i. Provision of Manpower, Equipment and Consumables for Stringing and De-stringing works:
    - Hose handling boat and escort boat – To perform hose handling and escorting during transferring from FSO to KSB and vice-versa.
    - Manpower and equipment's - To perform hose flushing of condensate residue with seawater into Slop Tank and purge with N2 or air to empty the hose. To disconnect the export hose and apply blind flanges before release export hose and hand over to hose handling boat.
    - De-string of export hose at KSB – Correct method of lifting as per manufacturer recommended.
    - To perform hydro jet on outer layer of export hose to clear any barnacles.
    - To repair any worn out or tear off outer layer of export hose.
    - Disassembly of hose holding bridal and related ancillaries – Inspect any defect and change with new spare parts such as gasket, o-ring, bolts & nuts including tether wire.
    - To perform inspection and test on Marine Breakaway Coupling (MBC) if required.
    - Perform Leak test as per Client specification – To test on each string/ in bundles and to provide pressure test record.
    - Re-string the export hoses.
    - Installation additional floating device – as per drawing (inspect the existing floating device & change if required).
  - ii. Provision of Manpower, Equipment and Consumables for Hydrotest Offshore:
    - Additional manpower and equipment's to perform leaks/ hydrostatic test at FSO.
    - To perform Hook up export hose with tether wire to hose platform.
    - Flush export hose with N2.

	<b>INVITATION TO BID</b> <b>PROVISION OF OFFLOADING FLOATING HOSE</b> <b>INSPECTION AND MAINTENANCE SERVICES</b> <b>BID NO.: WGE/HESS/CW2247922/RFQ-049</b>	
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## C. INSPECTIONS, TESTS AND MAINTENANCE STANDARDS AND REQUIREMENTS

- a. Inspection and maintenance standards
  - i. All the inspection, testing and maintenance WORK shall in compliance with
    - a. COMPANY Operating & Maintenance Manual (Hoses), NMB-20140049-J03-0001-Rev02.
    - b. Hose manufacturer and,
    - c. OCIMF GMPHOM 2009
  - ii. CONTRACTOR shall raise any deviations, if any, to COMPANY for review and approval.
  - iii. CONTRACTOR proposed hose maintenance or repair procedure shall be submitted to COMPANY for approval before commencing any maintenance or repair WORK.
  - iv. CONTRACTOR to submit 5 years track record showing experience in this similar scope of work. CONTRACTOR proposed Project Lead (on-shore) and Inspector (off-shore) will have nothing less than 7 years' experience in this similar scope of work.
- b. Periodic detailed inspection and testing services
  - i. Frequency of inspection and testing will be based on the Offloading Floating Hose condition monitoring factor. Local conditions may dictate deviation in the inspection intervals.
  - ii. CLIENT standards, OCIMF Field Test Guide and industry vendor's recommended maximum intervals for full inspection and testing of various hose types are indicated in below Table 1;

Hose Sections	Inspection/ Test Interval
First off the buoy	6 months to 1 year
Mainline floating	1-3 years
Rail	6 months to 1 year
Submarine	1-3 years

Table 1

- c. Contractor Personnel
  - i. CONTRACTOR shall submit to COMPANY a Letter of Consent signed by the proposed candidates along with their detailed CV for review and approval by COMPANY. COMPANY shall review the CVs and advise the CONTRACTOR whether or not COMPANY considers the proposed CONTRACTOR PERSONNEL is acceptable. COMPANY shall not be required to give CONTRACTOR any reasons for COMPANY's non-acceptance of any proposed CONTRACTOR PERSONNEL.

	<p style="text-align: center;"><b>INVITATION TO BID</b></p> <p style="text-align: center;"><b>PROVISION OF OFFLOADING FLOATING HOSE INSPECTION AND MAINTENANCE SERVICES</b></p> <p style="text-align: center;"><b>BID NO.: WGE/HESS/CW2247922/RFQ-049</b></p>	
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- ii. COMPANY or CLIENT may at any time subject any of the CONTRACTOR PERSONNEL to a trade skills test. The CONTRACTOR shall remove forthwith from the WORKSITES and replace at CONTRACTOR's cost any personnel who have, if in the opinion of the CLIENT REPRESENTATIVE, failed to exhibit a reasonable satisfactory standard.
  - iii. COMPANY shall have the right at any time and from time to time to discontinue the use of any CONTRACTOR PERSONNEL. The COMPANY shall endeavour to provide prior notice to CONTRACTOR, of such termination.
- d. Supervision of WORK
  - i. CONTRACTOR shall provide supervision, labour inclusive of overtime pay and equipment to carry out the WORK in the CONTRACTOR's own Workshop or any approved WORKSITE with no extra cost to the COMPANY or CLIENT.
  - ii. CONTRACTOR shall employ, for the efficient performance of the CONTRACT, a sufficient number of English speaking supervisors who are competent on Offloading Floating Hose inspection, maintenance, certification and services and also a sufficient number of suitably qualified engineers, supervisors, technicians, technical assistants, scaffolders and general labour.
  - iii. The WORK shall include mobilise and demobilise equipment and manpower to and from WORKSITE as instructed by the COMPANY or CLIENT Activity Owner.
- e. Records of the Work
  - i. The CONTRACTOR shall keep records of all WORK carried out and submit them to the COMPANY in support of the invoice due under the CONTRACT.
  - ii. The CONTRACTOR shall provide each of the CONTRACTOR's service team leader's service timesheet. On completion of every service call, the serviceman shall complete a service timesheet, which will be signed by authorized COMPANY or CLIENT personnel. A copy of the service timesheet will be left with the activity owner/sponsor, or whoever signs the same.
  - iii. The CONTRACTOR shall execute, complete and maintain the WORK in strict accordance with the CONTRACT to the satisfaction of the COMPANY and shall comply with and adhere strictly to the COMPANY instructions and directions given pursuant to the CONTRACT on any matter (whether specifically mentioned in the CONTRACT or not) concerning the WORK.
  - iv. The CONTRACTOR shall be fully responsible for the supervision of the WORK and shall take all reasonable measures to ensure the WORK is carried out expeditiously, in a safe and cost effective manner, and to perform the WORK in accordance with the best industry standards, in compliance with all relevant laws and regulations, and in a manner as will always safeguard and protect the CLIENT interests.

	<p style="text-align: center;"><b>INVITATION TO BID</b></p> <p style="text-align: center;"><b>PROVISION OF OFFLOADING FLOATING HOSE INSPECTION AND MAINTENANCE SERVICES</b></p> <p style="text-align: center;"><b>BID NO.: WGE/HESS/CW2247922/RFQ-049</b></p>	
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#### **D. WORK QUALITY MANAGEMENT**

- a. The CONTRACTOR shall permit the CLIENT Representative (COMPANY) or the CLIENT's Inspector to inspect or test the WORK at any time and to examine the materials and equipment to be used for the WORK. (The presence of the CLIENT Representative or the CLIENT's Inspector shall not be taken to relieve the CONTRACTOR of full and exclusive responsibility for the execution of the WORK).
- b. If the nature of the WORK necessitates its being submitted to tests as the WORK proceeds, or its submission to specific tests or inspection according to the Contract, the CONTRACTOR shall notify the COMPANY or CLIENT opportunistically (never less than 48 hours in advance) that the WORK is ready for the test, and no WORK shall be covered up or put out of view until so inspected or tested by or in the presence of the CLIENT Representative, who shall attend at the time specified in the notice or such other time as the parties may agree.
- c. Unless an agreement to the contrary has been made, all tests necessary for the WORK, in view of the nature thereof, according to good practice, shall form an integral part of the carrying out of the WORK and shall be carried out at the cost and responsibility of the CONTRACTOR.
- d. All test or calibration equipment used by the CONTRACTOR to perform the WORK shall be certified or traceable to SIRIM. The CONTRACTOR shall keep updated records of the certificates. Where certification has due, the CONTRACTOR shall seek recertification, and update the relevant records.

#### **E. PROGRESS OF THE WORK**

- a. The WORK shall be completed within the period(s) specified in relevant Purchase Orders issued.
- b. If the WORK falls behind or if it becomes evident that progress has been too slow to ensure completion of the WORK in the prescribed time, then without prejudice to any other rights and remedies the COMPANY may have, the CONTRACTOR shall at no additional cost to the COMPANY take immediate steps to expedite and complete the WORK in accordance with the CONTRACT and to the satisfaction of the COMPANY.
- c. Once having started any part of the WORK, the CONTRACTOR may be required, for operational reasons, to work continuously until that part of the WORK is complete. The COMPANY shall give the CONTRACTOR due warning of such requirements.

#### **F. REPORT FORMAT**

Where inspections or maintenance are performed by CONTRACTOR, reporting requirements will be defined in the job plan, but would typically include:

- a. Daily on-site reports of inspection results and anomalies where an anomaly is any inspection result that is outside of the defined inspection acceptance criteria and requires corrective action. The presence of an anomaly must be accurately documented and evaluated in order to:

	<b>INVITATION TO BID</b> <b>PROVISION OF OFFLOADING FLOATING HOSE</b> <b>INSPECTION AND MAINTENANCE SERVICES</b> <b>BID NO.: WGE/HESS/CW2247922/RFQ-049</b>	
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- i. Identify and highlight the hose condition that could deteriorate and lead to failure within the asset design life
  - ii. Formally manage and track mitigating and corrective actions
- b. Progress and daily reports indicating lost time and delays
- c. Final reports presenting
  - i. Summary of key results and identified anomalies
  - ii. As found hose status
  - iii. As left hose status
  - iv. Inspection result details including full descriptions, locations, and interpretations
  - v. Other information including recommended further inspection or completed remedial actions.
- d. For standardization purposes, the preferred report & database format are as attached.
- e. Recommendations shall be prioritized Urgent, High and Medium & Low as described below:

Priority	Description	Example
U	Urgent - With exposed live parts that will cause a potential ignition source if uncorrected	Damaged zone 0 and 1 equipment, opened JB's in zone 0 locations, cable insulation failure, etc.
H	High - With damaged parts and ingress	cracks, exposed cabling, non-Ex, no seal, etc.
M	Medium - External damage but no impact to operation	corrosion, thick paint, no earthing
L	Low - No damage, but needs maintenance	earthing greasing, replace bolts/nuts

- f. Sets of the report in hardcopy and softcopy are required.
  - i. Hardcopy report includes executive summary, summary listings, check sheets (manual copy to reduce time) and photos highlighting the condition of equipment.  
  
Softcopy shall be in thumb drive format, containing the executive summary, summary listings (excel format) and photos taken. For each hose section inspection, minimum of 3 photos to be taken: 1 photo on nametag/label, 1 on overall equipment, and 1 (or more) zoom in view of defects/damage condition.

	<p style="text-align: center;"><b>INVITATION TO BID</b></p> <p style="text-align: center;"><b>PROVISION OF OFFLOADING FLOATING HOSE INSPECTION AND MAINTENANCE SERVICES</b></p> <p style="text-align: center;"><b>BID NO.: WGE/HESS/CW2247922/RFQ-049</b></p>	
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## **G. OTHER GENERAL CONDITIONS**

Unless authorized or directed otherwise by the COMPANY or CLIENT the CONTRACTOR shall work CLIENT normal working hours, which are:

- a. Normal Working Hours
  - i. Onshore: 0830 to 1200 hours and 1300 to 1730 hours except on Saturdays, Sundays and CLIENT observed holidays.
  - ii. Offshore: 0600 to 1800 hours daily including Saturdays, Sundays and CLIENT observed holidays. For inspection involves subsea inspection or Support Vessel, it shall be a 24hr operation.

- b. Offshore Ad-hoc

The manpower supply will be based on as and when requirement.

- c. Payment for Travelling

- i. For payment purposes, working hours will be deemed to have started at the time when CONTRACTOR's PERSONNEL leaves the designated point of embarkation.

- d. Overtime Payments

- i. CONTRACTOR's PERSONNEL assigned to offshore WORK shall be paid hourly overtime rate for additional hours worked on top of the normal hours. Overtime activities has to be initiated and approved by CLIENT or COMPANY's representative prior to carry out overtime job.

- e. Leave Relief

- i. The CONTRACTOR shall provide adequately experienced and qualified personnel to relieve all grades of CONTRACTOR's PERSONNEL absent due to leave, sickness, and training or for any other reason.





**INVITATION TO BID**

**PROVISION OF OFFLOADING FLOATING HOSE  
INSPECTION AND MAINTENANCE SERVICES**

**BID NO.: WGE/HESS/CW2247922/RFQ-049**



**SECTION V**

**MINOR SERVICES CONTRACT**

	<p style="text-align: center;"><b>INVITATION TO BID</b></p> <p style="text-align: center;"><b>PROVISION OF OFFLOADING FLOATING HOSE INSPECTION AND MAINTENANCE SERVICES</b></p> <p style="text-align: center;"><b>BID NO.: WGE/HESS/CW2247922/RFQ-049</b></p>	
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**MINOR SERVICES CONTRACT**  
**SECTION I - FORM OF AGREEMENT**

This CONTRACT is entered into as of this XXXXXX day of XXXXXX 20XX (the Effective Date) between:



**WOOD GROUP ENGINEERING SDN BHD** (165945-V), a company with an office at Unit 1, Level 18, Naza Tower, Platinum Park, No. 10, Persiaran KLCC, 50088 Kuala Lumpur

(hereinafter referred to as "COMPANY")

AND

**XXXXXXXXXXXXXXXXXX**, a company with an office at XXXXXXXXXXXXXXXXXXXXXXXX, (Company Registration No.XXXXXXXXXX) (hereinafter referred to as "CONTRACTOR") and is hereby agreed as follows:

- 1) WORK shall mean all work to be performed including all services to be rendered by the CONTRACTOR in accordance with good practice and in compliance with all relevant laws and regulations.
- 2) The CONTRACT shall mean the following sections and shall be given precedence in the order listed in this clause,
  - a) Section I FORM OF AGREEMENT,
  - b) Section II SPECIAL CONDITIONS OF CONTRACT,
  - c) Section III GENERAL TERMS AND CONDITIONS,
  - d) Section IV SCHEDULE OF PRICES,
  - e) Section V SCOPE OF WORK and
  - f) Section VI ADMINISTRATION INSTRUCTIONS (if applicable),
 all of which shall be read as one document.
- 3) The COMPANY REPRESENTATIVE shall be XXXXXXXXXXXX
- 4) The CONTRACTOR REPRESENTATIVE shall be XXXXXXXXXXXX
- 5) The CONTRACT number shall be quoted on all invoices, communications and notices concerning the CONTRACT.
- 6) CLIENT shall mean Hess Exploration and Production Malaysia B.V.
- 7) The date of commencement of WORK shall be as per contract purchase order or work order.
- 8) The CONTRACTOR shall complete the WORK in accordance with the CONTRACT as evidenced by written notification from COMPANY and COMPANY shall pay to the CONTRACTOR the price as determined in accordance with Section III SCHEDULE OF PRICES and subject to any financial limitation as may be specified in Section III SCHEDULE OF PRICES.

	<b>INVITATION TO BID</b> <b>PROVISION OF OFFLOADING FLOATING HOSE</b> <b>INSPECTION AND MAINTENANCE SERVICES</b> <b>BID NO.: WGE/HESS/CW2247922/RFQ-049</b>	
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**MINOR SERVICES CONTRACT**  
**SECTION I - FORM OF AGREEMENT**

- 9) The CONTRACTOR shall complete the WORK by the SCHEDULED COMPLETION DATE, which shall be as per each CONTRACT purchase order or work order.
- 10) ACTUAL COMPLETION DATE (Clause 5.1) shall mean the date on which the WORK is completed by CONTRACTOR and accepted by COMPANY.
- 11) CONTRACT DURATION. The CONTRACT shall commence on the Effective Date and shall, subject to the provisions of this CONTRACT, continue to the XXXXXXXXXXXXXXXXXX, with option to extend at COMPANY's discretion.

**Section II - SPECIAL CONDITIONS OF CONTRACT** – setting out the terms in the prime contract with the CLIENT together with the Exhibits.

**Section III - GENERAL TERMS AND CONDITIONS** - As attached herewith, and any particular Articles specified below.

**Section IV - SCHEDULE OF PRICES** - For completion of the WORK in accordance with the CONTRACT, the sum payable by COMPANY to the CONTRACTOR shall be calculated in accordance with the Schedule of Prices.

**Section V - SCOPE OF WORK** - The CONTRACTOR is required to provide the services as defined in Scope of Work

**Section VI - ADMINISTRATION INSTRUCTIONS**



The terms and conditions of the CONTRACT shall apply for the duration of the CONTRACT beginning on the date of this agreement or the actual date of commencement of the WORK if earlier. The ruling law of the CONTRACT and the relationship of the parties thereto arising out of it shall be Laws of Malaysia. Both parties to the CONTRACT submit to the jurisdiction of the courts of Malaysia and agree that the courts of Malaysia shall have jurisdiction in respect of any matter arising out of or in connection with the CONTRACT. The CONTRACT constitutes the entire agreement between the parties hereto and supersedes all negotiations, representations or agreements either written or oral preceding the CONTRACT.

**FOR: COMPANY**

By: \_\_\_\_\_  
Name (Print): \_\_\_\_\_  
Position: \_\_\_\_\_  
Date: \_\_\_\_\_

**FOR: CONTRACTOR**

By: \_\_\_\_\_  
Name (Print): \_\_\_\_\_  
Position: \_\_\_\_\_  
Date: \_\_\_\_\_

	<p style="text-align: center;"><b>INVITATION TO BID</b></p> <p style="text-align: center;"><b>PROVISION OF OFFLOADING FLOATING HOSE INSPECTION AND MAINTENANCE SERVICES</b></p> <p style="text-align: center;">BID NO.: WGE/HESS/CW2247922/RFQ-049</p>	
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**MINOR SERVICES CONTRACT**  
**SECTION II - SPECIAL CONDITION OF CONTRACT**

**TABLE OF CONTENTS**

1.	DEFINITIONS .....	53
2.	PERFORMANCE UNDER THE CONTRACT .....	57
3.	COMPENSATION.....	59
4.	CONTRACTOR STATUS AND CONTRACTOR PERSONNEL.....	61
5.	TAXES AND CLAIMS .....	64
6.	PERFORMANCE, QUALITY, INSPECTION, AND TESTING .....	65
7.	LIABILITY AND INDEMNITY.....	66
8.	INSURANCE REQUIREMENTS .....	69
9.	LIENS AND ENCUMBRANCES .....	70
10.	WORK IN PROGRESS, PROPERTY RIGHTS .....	71
11.	CONFIDENTIAL INFORMATION; PUBLICITY; DATA PROTECTION .....	74
12.	APPLICABLE LAWS .....	75
13.	COMPANY POLICIES.....	77
14.	REPRESENTATIONS AND WARRANTIES .....	79
15.	CHANGES.....	81
16.	LOCAL CONTENT .....	85
17.	GENERAL PROVISIONS .....	86

**EXHIBITS:**

EXHIBIT C	-	ETHICAL BUSINESS PRACTICES
EXHIBIT D	-	HUMAN RIGHTS, SOCIAL RESPONSIBILITY, AND BUSINESS INTEGRITY
EXHIBIT E	-	SEARCH AND SEIZURE POLICY
EXHIBIT F	-	COMPANY EHS MANAGEMENT PROCEDURE
EXHIBIT G	-	LIFTING AND CARGO CARRYING UNIT (CCU) STANDARDS
EXHIBIT H	-	QUALITY PROJECT MANAGEMENT STANDARDS



**INVITATION TO BID**  
**PROVISION OF OFFLOADING FLOATING HOSE**  
**INSPECTION AND MAINTENANCE SERVICES**  
**BID NO.: WGE/HESS/CW2247922/RFQ-049**



**MINOR SERVICES CONTRACT**  
**SECTION II - SPECIAL CONDITION OF CONTRACT**

**1. DEFINITIONS**

Except as otherwise provided in this Article, words and expression used in this CONTRACT shall have the same meaning as ascribed to them in the PRIME CONTRACT.

- (a) "Affiliate" means any legal entity which controls, is controlled by or under common control with, another legal entity. An entity is deemed to "control" another if it owns directly or indirectly at least fifty percent of either of the shares or voting interests set out below:
  - (i) the shares entitled to vote at a general election of directors of such other entity.
  - (ii) the voting interest in such other entity if such entity does not have either shares or directors.
- (b) "BUSINESS DAY" means a day, except Saturdays, Sundays and public holidays, on which banks are open for business in Kuala Lumpur, Wilayah Persekutuan.
- (c) "CONFIDENTIAL INFORMATION" means any process, knowledge, data or information of whatsoever nature disclosed at any time by or on behalf of the DISCLOSING PARTY or any of its RELATED COMPANY to the RECEIVING PARTY and any process, knowledge data or information derived therefrom, to the extent that such process, knowledge, data or information at the time of such disclosure is not:
  - (i) already in the lawful unrestricted possession of the RECEIVING PARTY; or
  - (ii) part of public knowledge or literature.
- (d) "CONFIDENTIAL RECORD" means any manual, specification, drawing, letter, computer-tape, map and other materials, containing CONFIDENTIAL INFORMATION.
- (e) "Claims" means any and all losses, expenses, costs, damages, liabilities, claims, demands, liens, causes of action, suits and judgments, of any nature, kind, or description (including reasonable attorney and legal fees, costs of defense, fines, penalties, and interest), that may be brought or asserted against Indemnitee by any Person.
- (f) "Co-Venturer" means any person with whom company is, or may be, from time to time a party to a joint operating agreement, unitization agreement, production sharing contract, or other similar agreement relating to the operations for which the WORK are being performed.
- (g) "CLIENT" means Hess Exploration and Production Malaysia B.V.
- (h) "CLIENT Group" means CLIENT, its Co-Venturers, contractors, and subcontractors of every tier (but excluding every member of COMPANY Group), together with each of its Affiliates, and the respective owners, shareholders, directors, officers, employees, agents, representatives, and invitees of each of the foregoing.
- (i) "Consequential Loss" means (i) any indirect, exemplary, punitive, or consequential loss or damage, however caused or arising, whether under contract, by virtue of any fiduciary duty, in tort or delict (including negligence), as a consequence of breach of any



## INVITATION TO BID

### PROVISION OF OFFLOADING FLOATING HOSE INSPECTION AND MAINTENANCE SERVICES

BID NO.: WGE/HESS/CW2247922/RFQ-049



### MINOR SERVICES CONTRACT

### SECTION II - SPECIAL CONDITION OF CONTRACT

duty (statutory or otherwise) or under any other legal doctrine or principle whatsoever whether or not recoverable at common law or in equity; and (ii) loss and/or deferral of production, loss of product, loss of use, loss of bargain, contract expectation or opportunity, and loss of revenue, profit or anticipated profit (if any), whether direct or indirect, to the extent that these are not included in (i), whether or not such loss was foreseeable at the time of entering into the Agreement.

- (j) "COMPANY Group" means COMPANY and its subcontractors of every tier (but excluding every member of CONTRACTOR Group), together with each of their Affiliates, and the respective owners, shareholders, directors, officers, employees, agents, representatives, and invitees of each of the foregoing.
- (k) "DISCLOSING PARTY" means either COMPANY or CONTRACTOR or SUBCONTRACTOR as the case may be.
- (l) "EFFECTIVE DATE" means the date of execution of this CONTRACT.
- (m) "Facilities" means all assets located offshore Peninsular Malaysia for which CLIENT is the designated operator under a production sharing contract with PETRONAS and associate's offices and facilities located onshore Peninsular Malaysia required to support the same.
- (n) "Goods" means all products, substances, property, parts, commodities, goods, materials, and equipment supplied by CONTRACTOR to COMPANY pursuant to the CONTRACT and described in the Scope of Work of the relevant Purchase Order.
- (o) "Gross Negligence" means a conscious, voluntary act or omission in reckless disregard of a legal duty and the foreseeable adverse and harmful consequences thereof, that affects the environment, natural resources, or other property, and/or the rights, welfare, or safety of any Person.
- (p) "GOVERNMENT ENTITY" shall mean any applicable national, state or local government, ministry, department, instrumentality, agency, authority or commission of any national, state or local government of Malaysia or any countries having authorities or jurisdiction in regulating and governing this CONTRACT.
- (q) "LAW" shall mean any applicable law, legislation, statute, rule, order, treaty, regulation, directive, guideline or requirement, announcement or published practice or any interpretation thereof which is enacted, issued, promulgated or made by any GOVERNMENT ENTITY.
- (r) "L&M Claims" means any claims for payment for labour and/or materials furnished by or to CONTRACTOR in connection with the performance of the WORK.
- (s) "L&M Liens" means any and all liens, charges, encumbrances, attachments, arrestment, or similar legal processes filed against or fixed upon any property of COMPANY or CLIENT Group that arise from any L&M Claims.
- (t) "Required Standard of Performance" means all of the following:



**INVITATION TO BID**  
**PROVISION OF OFFLOADING FLOATING HOSE**  
**INSPECTION AND MAINTENANCE SERVICES**  
**BID NO.: WGE/HESS/CW2247922/RFQ-049**



**MINOR SERVICES CONTRACT**

**SECTION II - SPECIAL CONDITION OF CONTRACT**

- (i) In a good and workmanlike manner and in accordance with generally accepted industry practice for the industry in which the Goods, services or off-site services are to be provided.
  - (ii) In compliance with the requirements of this CONTRACT.
  - (iii) In compliance with the design, manufacturing and performance specifications set out in this CONTRACT.
  - (u) "RECEIVING PARTY" means either CONTRACTOR or COMPANY as the case may be.
  - (v) "CONTRACTOR Group" means CONTRACTOR and its subcontractors of every tier, together with each of their Affiliates, and the respective owners, shareholders, directors, officers, employees, agents, representatives, and invitees of each of the foregoing.
  - (w) "RELATED COMPANY" means:
    - (i) in the case of COMPANY, a company, joint venture or other legal entity which directly or indirectly controls COMPANY, or is directly or indirectly controlled by COMPANY (other than CONTRACTOR or which is directly or indirectly controlled by an entity which directly or indirectly controls COMPANY;
    - (ii) in the case of CONTRACTOR, a company, joint venture or other legal entity which directly or indirectly controls CONTRACTOR (other than COMPANY), or is directly or indirectly controlled by CONTRACTOR or an entity which directly or indirectly controls CONTRACTOR.
- For the purposes of this definition, "control" means the ownership directly or indirectly of more than fifty percent (50%) of the shares, interests or voting rights in a company, joint venture or other legal entity.
- (x) "Supervisory Personnel" means any person engaged by a Party who occupies a supervisory position responsible to oversee the performance of the WORK to be provided under this CONTRACT.
  - (y) "Willful Misconduct" means a willful act or failure to act committed with an intentional disregard of a legal duty, and the foreseeable adverse and harmful consequences thereof, that affects the environment, natural resources, or other property, and/or the rights, welfare, or safety of any Person.
  - (z) "WORK" means services which shall include, but not be limited to the specified WORK including any additional services requested and approved by COMPANY at CLIENT work locations and FACILITIES.
  - (aa) "WORK ORDER REQUEST" means written request for WORK issued by COMPANY to CONTRACTOR in accordance with Article 2.4 of General Terms and Conditions, if any, format of which is annexed herein as APPENDIX 2 of General Terms and Conditions (FORM OF WORK ORDER REQUEST").





## INVITATION TO BID

### PROVISION OF OFFLOADING FLOATING HOSE INSPECTION AND MAINTENANCE SERVICES

BID NO.: WGE/HESS/CW2247922/RFQ-049



### MINOR SERVICES CONTRACT

### SECTION II - SPECIAL CONDITION OF CONTRACT

- (bb) "WORK ORDER PROPOSAL" means the WORK ORDER proposal prepared by CONTRACTOR for the provision of WORK from time to time, in accordance with Article 2.5 of General Terms and Conditions, format of which is annexed herein as APPENDIX 3 of General Terms and Conditions (FORM OF WORK ORDER PROPOSAL).
- (cc) "WORK ORDER" means written instructions or request given by COMPANY to CONTRACTOR via electronic mail or facsimile transmission for the provision of WORK by CONTRACTOR from time to time, in accordance with Articles 2.4 to 2.6 of General Terms and Conditions, format of which is annexed herein as APPENDIX 4 of General terms and Conditions (FORM OF WORK ORDER).
- (dd) "WORK COMPLETION REPORT" means the report submitted by CONTRACTOR to COMPANY together with the final invoice for a WORK ORDER and its VARIATION ORDER (if any), in accordance with Article 2.8 of General Terms and Conditions, format of which is annexed herein as APPENDIX 5 of General Terms and Conditions (FORM OF WORK COMPLETION REPORT).
- (ee) "VARIATION" means:
  - (a) any change to the CONTRACT or the WORK ORDER made in accordance with the procedures set out in Article 16 of General Terms and Conditions.; and
  - (b) an adjustment to:
    - (i) the sums payable to CONTRACTOR under the affected WORK ORDER; and/or
    - (ii) the timeline for the performance of the WORK.
- (ff) "VARIATION ORDER REQUEST" means the document in the form annexed as APPENDIX 7 of General Terms and Conditions (FORM OF VARIATION ORDER REQUEST) which CONTRACTOR shall issue to COMPANY requesting for a VARIATION in accordance with Article 16 of General Terms and Conditions.
- (gg) "VARIATION ORDER" means the document in the form annexed as APPENDIX 8 of General Terms and Conditions (FORM OF VARIATION ORDER) which COMPANY shall issue to CONTRACTOR, which confirms the changes to the CONTRACT or the WORK ORDER in accordance with the procedures set out under Article 16 of General terms and Conditions.
- (hh) "THIRD PARTY" means an individual or an entity other than the Parties and their RELATED COMPANY respectively.
- (ii) "Worksite" means the location where the WORK are provided including the lands, waters, and other places on, under, in or through which WORK are to be performed and/or utilized, including offshore installations of any kind, and all offices, workshops, and other places where the WORK are being performed, or where equipment, materials, or supplies are obtained stored, or used for the purposes of the CONTRACT.





## INVITATION TO BID

### PROVISION OF OFFLOADING FLOATING HOSE INSPECTION AND MAINTENANCE SERVICES

BID NO.: WGE/HESS/CW2247922/RFQ-049



### MINOR SERVICES CONTRACT

### SECTION II - SPECIAL CONDITION OF CONTRACT

Other capitalized terms may be defined elsewhere in the CONTRACT. Any term that is not otherwise defined in the CONTRACT shall have the meaning ordinarily given such term in the oil and gas industry in the geographic region where the WORK is performed or Worksite is located.

In this CONTRACT, unless the context otherwise requires, words importing any gender include the other gender and reference to the singular include the plural and vice versa.

The topical headings used in this CONTRACT are for convenience only and shall not be construed as having any substantive significance or as indicating that all of the provisions of this CONTRACT relating to any topic are to be found in any particular Article.

## **2. PERFORMANCE UNDER THE CONTRACT**

- 2.1 Except as otherwise set forth herein, the WORK shall be performed under and in accordance with the terms and conditions of the PRIME CONTRACT included herein.
- 2.2 CONTRACTOR shall perform the WORK in accordance with the Required Standard of Performance.
- 2.3 CONTRACTOR shall perform the WORK in a timely manner and deliver the WORK by the required delivery date as set out in the relevant purchase order.
  - (a) By entering into this CONTRACT, CONTRACTOR agrees that the timeframes for delivering the WORK are reasonable for all periods of time provided in this CONTRACT.
  - (b) CONTRACTOR may deliver the WORK prior to the required delivery date if approved by COMPANY in writing.
  - (c) CONTRACTOR shall immediately notify in writing COMPANY if CONTRACTOR believes that it will be unable to meet the required delivery date on dates scheduled. This notice shall be given to COMPANY as soon as CONTRACTOR has reason to believe that it will be unable to meet the required delivery date, but in no event later than forty-eight hours from the time CONTRACTOR first has cause to believe that delivery or performance may be delayed. CONTRACTOR's notice shall include the length of the forecasted delay and CONTRACTOR's proposed plan for mitigating the delay in order to meet the required delivery date or other dates scheduled.
  - (d) In addition to any other rights and remedies that COMPANY may have for CONTRACTOR's failure to deliver WORK by the required delivery date by dates scheduled and subject to Article 7.5, COMPANY may recover any damages against CONTRACTOR in an amount equal to COMPANY's direct costs and expenses arising from CONTRACTOR's failure to deliver by the required delivery date or perform by dates scheduled. These costs and expenses include costs to complete the delivery (by COMPANY through another contractor) and include time spent by COMPANY (or one acting on its behalf) to perform expediting, surveillance or engineering to facilitate delivery.



**INVITATION TO BID**  
**PROVISION OF OFFLOADING FLOATING HOSE**  
**INSPECTION AND MAINTENANCE SERVICES**  
BID NO.: WGE/HESS/CW2247922/RFQ-049



**MINOR SERVICES CONTRACT**  
**SECTION II - SPECIAL CONDITION OF CONTRACT**

COMPANY may offset or recoup the amount of these damages from any payment due CONTRACTOR under this CONTRACT.

**2.4 Pre-Delivery Inspection**

- (a) *COMPANY's Right to Inspect.* COMPANY shall have access to all parts of the premises and operations of CONTRACTOR Group that involve the design, manufacture, assembly, storage, inspection and testing of the Goods or WORK prior to delivery. CONTRACTOR shall allow COMPANY to use its premises, without cost, to determine whether the Goods or WORK are being furnished in accordance with the specifications and requirements of this CONTRACT. COMPANY shall conduct all tests and inspections in a manner that minimizes unnecessary interference with operations of CONTRACTOR Group. CONTRACTOR agrees that all agreements between subcontractors, vendors and other members of CONTRACTOR Group shall provide COMPANY with this same right of entry and inspection of their premises and operations associated with this CONTRACT. CONTRACTOR shall not request or require any member of COMPANY Group to sign waivers of liability or indemnification agreement as a condition of access. Any attempt to do so is void.
- (b) *COMPANY's Right to Reject* COMPANY shall have the right to reject any Good or WORK that fails to conform to the specifications and requirements of this CONTRACT. At COMPANY's option, CONTRACTOR, at its own expense, shall replace or repair the non-conforming Good or defective WORK to COMPANY's reasonable satisfaction or refund that portion of the compensation that is attributable to the non-conforming Good or defective WORK. In addition, COMPANY may terminate this CONTRACT.
- (c) *CONTRACTOR Remains Responsible.* COMPANY's inspection of the Goods or WORK does not excuse CONTRACTOR from any obligations under this CONTRACT. COMPANY's failure to inspect, witness, test, discover defects in, raise issues concerning or reject Goods or WORK delivered by CONTRACTOR that are not in accordance with this CONTRACT, does not relieve CONTRACTOR from the liabilities and obligations set out in this CONTRACT, or raise any defence to the insufficiency of the CONTRACTOR's performance or inadequacy of the Goods or WORK.

- 2.5 *Protection of the WORK and the Worksite.*** CONTRACTOR shall take all reasonable actions and precautions necessary to protect the integrity and security of the WORK and the Worksite, any and all equipment and materials provided by CLIENT Group or COMPANY Group (if any) and ensure that the WORK and all associated electronic (eg., magnetic, optical, and/or digital), hard copy, or other related documentation are kept secure and in good order and condition at all times during CONTRACTOR's performance and development of the WORK.



## INVITATION TO BID

### PROVISION OF OFFLOADING FLOATING HOSE INSPECTION AND MAINTENANCE SERVICES

BID NO.: WGE/HESS/CW2247922/RFQ-049



### MINOR SERVICES CONTRACT

### SECTION II - SPECIAL CONDITION OF CONTRACT

2.6 *Language Requirements.* When performing WORK for COMPANY:

- (a) all CONTRACTOR personnel designated by CONTRACTOR as being in charge of, or otherwise supervising, the performance of the WORK, shall be able to fluently read, write, and speak the English language; and
- (b) CONTRACTOR shall have at any Worksite where such WORK are performed, sufficient personnel present who are able to fluently read, write, and speak the English language in a ratio of not less than one English speaker for every five (5) CONTRACTOR personnel, or portion thereof.

### 3. **COMPENSATION**

3.1 Subject to the terms and conditions of this CONTRACT, COMPANY agrees to pay, and CONTRACTOR agrees to accept, as full compensation for the WORK, such sums paid in the manner and amount specified in Section IV – SCHEDULE OF PRICES or the relevant purchase order or work order. Except as otherwise agreed to in writing by COMPANY and CONTRACTOR representatives, the rates shall not be adjusted for any reason, including any increase in CONTRACTOR's costs.

The rates quoted in Section IV – SCHEDULE OF PRICES shall include all taxes, fees and other assessments of whatever kind or nature related to the WORK, except Goods and Services Tax. CONTRACTOR shall not be entitled to any additional payment of any kind whatsoever, whether under the CONTRACT or otherwise, on any grounds, including but not limited to assertions that CONTRACTOR did not or could not foresee any fact, matter, risk, circumstance, event, cause or action which might affect or did affect CONTRACTOR's execution, completion or cost of the WORK, CONTRACTOR's other obligations under the CONTRACT, or both.

3.2 *Time of Payment.* COMPANY shall make all payments of undisputed amounts for invoices properly submitted in accordance with SECTION III – GENERAL TERMS AND CONDITIONS and the relevant purchase order. Invoice payment is contingent on the following conditions: (i) the invoice conforms to the requirements specified in this Article 3; (ii) all Goods have been furnished and all WORK have been performed for the relevant time period as required under the CONTRACT and the relevant purchase order or work order; (iii) COMPANY has been furnished all information with respect to the invoice that may have been requested by it under the terms of the CONTRACT and the relevant purchase order or work order; (iv) all conditions precedent for payment have been fulfilled. It is understood and agreed, however, that: (a) if COMPANY notifies CONTRACTOR of CONTRACTOR's failure to comply with any obligation of this CONTRACT and CONTRACTOR remains in non-compliance, for a period of five (5) days after receiving COMPANY's notice of non-compliance, COMPANY may withhold payment of any outstanding invoice until CONTRACTOR is in full compliance, and (b) payment by COMPANY of an invoice, disputed or undisputed, shall not constitute a waiver of COMPANY's right subsequently to audit or otherwise question or contest the amount or correctness of such invoice, and to obtain reimbursement.



## INVITATION TO BID

### PROVISION OF OFFLOADING FLOATING HOSE INSPECTION AND MAINTENANCE SERVICES

BID NO.: WGE/HESS/CW2247922/RFQ-049



### MINOR SERVICES CONTRACT

### SECTION II - SPECIAL CONDITION OF CONTRACT

- 3.3 *Disputed Charges.* COMPANY shall have the right to dispute in good faith any charge contained in any invoice and shall not be obliged to pay any invoice that is not submitted in strict accordance with COMPANY's invoicing procedures nor shall any interest accrue thereon. In the event COMPANY disputes any invoice in whole or in part, CONTRACTOR shall reissue the invoice without the disputed charge(s) and COMPANY shall pay the undisputed portion within the applicable payment period. With respect to the disputed charges, COMPANY in its sole discretion, may (i) withhold payment of the disputed amount without any interest accruing thereupon; or (ii) pay the disputed amount without waiver of its rights, including the right to seek reimbursement of any amounts paid.
- 3.3 *Right of Offset.* COMPANY may deduct or withhold from any payment due to CONTRACTOR, without liability for interest, (i) all amounts that may be payable by COMPANY to CONTRACTOR, and (ii) all amounts for which COMPANY may become liable to a person by reason of CONTRACTOR's performance of the WORK or failure to perform its obligations under the CONTRACT. The failure of COMPANY to exercise this right to deduct or to withhold shall not affect COMPANY's rights or CONTRACTOR's obligations nor limit in any way any rights or remedies that COMPANY may have under law or in equity. Notwithstanding anything herein to the contrary, in no event shall COMPANY be liable for payment of interest on funds withheld in good faith or retained pursuant to the provisions of the CONTRACT.
- 3.4 *Continued Performance.* Notwithstanding any payment dispute or offset pursuant to, respectively, Article 3.3 or Article 3.4, or any other dispute hereunder, CONTRACTOR shall continue to perform or provide all of the WORK diligently and in conformity with the CONTRACT and relevant purchase orders. For the avoidance of doubt, it is agreed and understood that CONTRACTOR shall not have the right to cease performance of the WORK or to permit the performance of the WORK to be delayed, due to a payment dispute of any other dispute.



## INVITATION TO BID

### PROVISION OF OFFLOADING FLOATING HOSE INSPECTION AND MAINTENANCE SERVICES

BID NO.: WGE/HESS/CW2247922/RFQ-049



### MINOR SERVICES CONTRACT

### SECTION II - SPECIAL CONDITION OF CONTRACT

#### **4. CONTRACTOR STATUS AND CONTRACTOR PERSONNEL**

- 4.1 *Independent Contractor.* It is understood and agreed that CONTRACTOR is an independent contractor for the performance of each and every part of the CONTRACT, and CONTRACTOR's employees shall be subject to CONTRACTOR's sole and exclusive supervision, direction and control and shall not be deemed, in fact or law, to be employees of COMPANY. COMPANY shall have the right generally to oversee and inspect the performance of the WORK of CONTRACTOR to ensure the satisfactory completion thereof, it being understood and agreed that COMPANY is not associated or connected with the actual performance or details of the WORK to be performed. CONTRACTOR shall be solely liable for labour, material, and other expenses in connection with WORK performed by CONTRACTOR.
- 4.2 *No Authority to Represent COMPANY.* CONTRACTOR shall not be deemed by the terms of the CONTRACT to occupy the status of an employee, agent, or representative of COMPANY or to have authority to represent or bind COMPANY and/or CLIENT or their Affiliates.
- 4.3 *Right to Deny Access.* CONTRACTOR agrees that COMPANY reserves the right to deny access to COMPANY and/or CLIENT's facilities or property to any CONTRACTOR personnel, as well to any representatives, agents, or invitees of any of the foregoing. At COMPANY's request, CONTRACTOR shall, at CONTRACTOR's sole cost and expense, remove (or cause the removal) from COMPANY and/or CLIENT's property or facilities any CONTRACTOR personnel as well as any representatives, agents, or invitees of any of the foregoing.
- 4.4 *Permits and Licenses.*
- (a) CONTRACTOR represents and warrants that it has met all PETRONAS' requirements and that it and all CONTRACTOR personnel performing the WORK have, and will maintain, all applicable permits and licences necessary for the performance of the WORK. CONTRACTOR shall obtain all permits and licences, including any permits and licenses necessary for CONTRACTOR to perform the WORK at the relevant country set out in the purchase order (Host Country). CONTRACTOR represents and warrants that all CONTRACTOR personnel are in compliance with, all applicable laws of the Host Country and any government claiming jurisdiction over such person, e.g., by virtue of such person's citizenship, including applicable immigration laws. CONTRACTOR personnel who are not nationals of the Host Country shall at all times, be in possession of a valid and current passport, visa (if required), and all required work and residency permits. CONTRACTOR personnel who are nationals of the Host Country shall at all times, be in possession of any required government identity documentation. When requested by COMPANY, CONTRACTOR shall submit a photocopy and details of all such passports, visas, work permits and identity documents, regardless of whether such request is made before or after commencement of the WORK. COMPANY, at its sole discretion, may take steps to verify the qualifications of CONTRACTOR personnel and any applicable licences and certifications reasonable and necessary for the performance of the WORK.





## INVITATION TO BID

### PROVISION OF OFFLOADING FLOATING HOSE INSPECTION AND MAINTENANCE SERVICES

BID NO.: WGE/HESS/CW2247922/RFQ-049



### MINOR SERVICES CONTRACT

### SECTION II - SPECIAL CONDITION OF CONTRACT

- (b) Unless expressly agreed otherwise CONTRACTOR shall give notices, pay all taxes, duties and fees and obtain all permits, licences and approvals as required by the laws in relation to the execution and completion of the WORK in so far as these relate to the WORK itself and not to the operation of the Facilities and the CONTRACTOR shall indemnify and hold COMPANY harmless against and from the consequences of any failure to do so.
- 4.5 *Local Hire and Training.* CONTRACTOR shall comply, at its sole cost and expense, with any and all applicable laws and/or other requirements of the Host Country (or other applicable government), including COMPANY's commitment to the Host Country, for the hiring of citizens of the Host Country (or other applicable Government) to perform technical, labour and other services for CONTRACTOR in conjunction with the WORK. CONTRACTOR shall promptly provide, upon COMPANY's request, details on such CONTRACTOR personnel and their residence when employed.
- 4.6 *Work Stoppages.* CONTRACTOR shall notify COMPANY immediately of any possible, threatened, proposed, or actual work stoppages, strikes industrial disputes, or other labour matters affecting, or likely to affect, the carrying out or completion of any part of the WORK. When requested by COMPANY, CONTRACTOR shall also supply to COMPANY other relevant information in connection with the WORK relation to industrial relations, including minimum and other rates of pay, allowances, amenities, working hours, periods of unpaid leave, and overtime.
- 4.7 *No Employee Benefits.* All CONTRACTOR personnel shall be and remain employees or representatives of CONTRACTOR (or, as applicable, its subcontractors) at all times, shall not be deemed employees, borrowed servants or agents of COMPANY. Accordingly, it is expressly agreed that neither CONTRACTOR nor any CONTRACTOR personnel shall be entitled to any COMPANY benefits normally extended by COMPANY to its own employees and that the price is the total consideration payable. It is understood and agreed that CONTRACTOR and CONTRACTOR personnel shall not participate nor have any interest in any employee benefit plans or programs maintained by COMPANY or its Affiliates, including any thrift plan, employee stock ownership plan, medical plan, life insurance plan, pension plan, or other benefit plan or program that may be in effect at any time during the term of the CONTRACT or thereafter. CONTRACTOR shall RELEASE, DEFEND, PROTECT, INDEMNIFY, and HOLD HARMLESS COMPANY from and against any and all claims arising out of, or related to, any alleged employment relationship between CONTRACTOR personnel and COMPANY.
- 4.8 *Social Insurance.* CONTRACTOR agrees that social insurance contributions required by applicable law shall be CONTRACTOR's sole liability and responsibility. CONTRACTOR shall provide COMPANY with all notifications issued from the Host Country regarding social insurance that indicates the percentage to be applied against an invoice for such contributions.



## INVITATION TO BID

### PROVISION OF OFFLOADING FLOATING HOSE INSPECTION AND MAINTENANCE SERVICES

BID NO.: WGE/HESS/CW2247922/RFQ-049



### MINOR SERVICES CONTRACT

### SECTION II - SPECIAL CONDITION OF CONTRACT

#### 4.9 *Medical Treatment and Transportation.*

- (a) *CONTRACTOR Group.* In the event any CONTRACTOR personnel is injured or becomes ill while at a CLIENT and/or COMPANY's facility, CLIENT and/or COMPANY shall provide to such individual the medical facilities, treatment, and transportation that are available to CLIENT and/or COMPANY's employees at such facility, subject to CONTRACTOR's obligations under Article 7 of Section III – General Terms and Conditions. CONTRACTOR shall immediately notify COMPANY of the nature and cause of the injury or illness and provide COMPANY with all such other non-privileged information relating to the injury or illness as may be reasonably requested by COMPANY from time to time.
- (b) *COMPANY Group.* In the event that a member of COMPANY Group is injured or becomes ill while at a CONTRACTOR facility, CONTRACTOR shall provide to such individual the medical facilities, treatment, and transportation that are available to CONTRACTOR's employees at such facility, subject to COMPANY's obligations under Article 7 of Section III – General Terms and Conditions. COMPANY shall immediately notify CONTRACTOR of the nature and cause of the injury or illness and provide CONTRACTOR with all such other non-privileged information relating to the injury or illness as may be reasonably requested by CONTRACTOR from time to time.

#### 4.10 *Travel Program.* Prior to CONTRACTOR personnel performing any WORK, CONTRACTOR shall have in place an effective, fully paid-up medical, evacuation, repatriation, travel, and security services program ("Travel Program") reasonably acceptable to COMPANY and shall provide proof thereof to COMPANY prior to the commencement of such WORK. CONTRACTOR shall provide thirty (30) days' prior notice to COMPANY before expiration of the Travel Program and will not be permitted to perform any WORK after the expiration of the Travel Program.

#### 4.11 *Offshore Transportation Services.* In connection with the provision of offshore WORK, CONTRACTOR shall, subject to the terms and conditions of the CONTRACT, including these CONTRACT, be responsible for all logistics up to the point of embarkation at CLIENT's marine shorebase or heliport designated by CLIENT and/or COMPANY. CLIENT and/or COMPANY shall provide to CONTRACTOR regularly scheduled CLIENT helicopter and/or vessel services for the transportation of CONTRACTOR personnel, as well as CONTRACTOR's materials and equipment. Subject to the terms and conditions of the Agreement, including these CONTRACT, all Medivac service for CONTRACTOR personnel from offshore locations may be arranged by CLIENT and/or COMPANY, but shall be at CONTRACTOR's sole cost, risk, and expense. All cargo, howsoever carried by CLIENT's helicopters or vessels, shall be subject to the approval and consent of CLIENT's logistics manager (or designee) and, in the event of helicopter transportation, the pilot-in-command of the helicopter. CONTRACTOR shall provide the names, and CLIENT's logistics manager shall maintain a list, of all CONTRACTOR personnel that may be allowed as passengers on CLIENT-provided transport. CONTRACTOR shall, on a continuing basis, keep CLIENT's logistics manager advised of the names of such CONTRACTOR personnel. Other than Medivac service, all non-routine helicopter service requested by COMPANY must be approved by CLIENT's logistics manager. The supply boats are primarily for the transportation of cargo, but may be used for the transportation of CONTRACTOR personnel at the discretion and direction



## INVITATION TO BID

### PROVISION OF OFFLOADING FLOATING HOSE INSPECTION AND MAINTENANCE SERVICES

BID NO.: WGE/HESS/CW2247922/RFQ-049



### MINOR SERVICES CONTRACT

### SECTION II - SPECIAL CONDITION OF CONTRACT

of CLIENT's logistics manager (or designee). Crew boats may also be used to transport CONTRACTOR personnel. The boats shall depart from CLIENT's designated port, which may change from time to time. Apart from the cost of transportation, which shall be for CLIENT's account for regularly scheduled, routine services and for CONTRACTOR's account for any other services (except as otherwise agreed in writing by the Parties), CONTRACTOR accepts the consequences and any related costs relating to the timeliness and performance, or lack thereof, of CLIENT's provided helicopter and vessel services. CLIENT reserves the right to withdraw helicopter services and/or vessel services at the sole discretion of CLIENT.

#### **5. TAXES AND CLAIMS**

- 5.1 *Payment of Taxes.* CONTRACTOR shall promptly and timely pay directly to the appropriate governmental authority all claims for taxes, levies, and assessments, together with any fines, penalties, interest, or other fees assessed in connection therewith, imposed on CONTRACTOR Group by any governmental authority (including any political subdivision thereof) having or claiming jurisdiction in the areas in which the WORK are performed or otherwise arising out of or in connection with CONTRACTOR's performance under the CONTRACT, including corporate and/or personal income, withholding, sales, employment, property, social insurance, transfer, remittance, capital, net worth, stamp, business privilege, or value added taxes, goods and services tax, licenses, permits or any other tax or levy on, or in connection with, operations, transactions, or WORK performed hereunder by CONTRACTOR. Any and all sales, excise, use or compensating, and/or value added taxes, goods and services tax or similar tax, paid by CONTRACTOR on invoices from or otherwise to any Third Party (but excluding any taxing authority as hereinabove provided) or any member of CONTRACTOR Group are exclusively for CONTRACTOR's account and shall not be reimbursed by COMPANY. CONTRACTOR shall RELEASE, DEFEND, PROTECT, INDEMNIFY, and HOLD HARMLESS COMPANY Group from and against any and all Claims by any person arising under, or related to, this Article 5.1.
- 5.2 *Wages.* CONTRACTOR shall be responsible for and shall RELEASE, DEFEND, PROTECT, INDEMNIFY, and HOLD HARMLESS COMPANY Group from and against any and all Claims for payment of all wages, salaries, benefits and other remuneration, and for payment of all taxes and contributions, including both employee and employer contributions, required by governmental authorities (including any political subdivision thereof) applicable to employees or other members of CONTRACTOR Group, including payment in compensation for an accident, injury, or occupational disease.
- 5.3 *Submission of Reports.* CONTRACTOR, at its sole cost and expense, shall timely submit all reports, and take all other actions necessary, that are required of CONTRACTOR, to satisfy tax, accounting, and reporting requirements of any government authority (including any





**INVITATION TO BID**  
**PROVISION OF OFFLOADING FLOATING HOSE**  
**INSPECTION AND MAINTENANCE SERVICES**  
BID NO.: WGE/HESS/CW2247922/RFQ-049



**MINOR SERVICES CONTRACT**  
**SECTION II - SPECIAL CONDITION OF CONTRACT**

political subdivision thereof) having or claiming jurisdiction over the subject matter of the CONTRACT.

- 5.4 *Withholding.* COMPANY shall, without COMPANY incurring any additional liability to CONTRACTOR, withhold from any payment, as provided for in the CONTRACT any tax or other government charges or levies in the percentage required under the provisions of any laws in force and effect as of the time of payment. The Parties acknowledge and agree, however, that the amounts set forth in Section IV – SCHEDULE OF PRICES or the relevant purchase order constitute the entire amount for which COMPANY shall be held liable for the items detailed therein. The Parties further acknowledge and agree that no payment due from COMPANY to CONTRACTOR shall in any event be increased in order to cover any withholding tax, government charge, levy, or other obligation of CONTRACTOR. If CONTRACTOR is exempt from withholding, CONTRACTOR shall: (a) notify COMPANY that such exemption is held and of any change to or cancellation of such exemption; and (b) furnish COMPANY with proper documentation evidencing such exemption or any other information that may be required to obtain such exemption. COMPANY shall provide CONTRACTOR with all receipts in respect of the amounts so withheld. In order to comply with U.S. federal withholding tax laws, (x) when the WORK are provided to a member of CLIENT Group that is a U.S. Person and CONTRACTOR has a non-U.S. address; or (y) as requested by CLIENT or COMPANY; each invoice from CONTRACTOR shall contain the following notations:

'Payment solely for service performed outside the United States and tangible goods, materials or equipment" provided, however, that if none of the aforementioned notations is applicable, CONTRACTOR shall provide with such invoice a statement as to the Dollar amount, or the percentage of the amount billed, on the invoice that is considered to be from a U.S. source for U.S. federal income tax purposes.

- 5.5 Not Used

**6. PERFORMANCE, QUALITY, INSPECTION, AND TESTING**

- 6.1 *Inspection.* At all times, COMPANY shall the rights, but not the obligation, to have complete access to the Worksite. CONTRACTOR shall present in a prompt manner all inspection and test records requested by COMPANY. Failure on the part of COMPANY to inspect the Worksite shall not relieve CONTRACTOR from any liability or obligations hereunder.
- 6.2 *CONTRACTOR Equipment and Spares.* CONTRACTOR shall provide all equipment and spare parts as (i) required to properly perform the WORK; or (ii) may otherwise be required by COMPANY. CONTRACTOR represents and warrants that all equipment that it supplies is, and shall at all times be, in good working order and properly maintained, and further, that all such equipment shall be suitable for the proper performance of the WORK in accordance with the CONTRACT. COMPANY shall have the continuing right to inspect and, upon reasonable cause, reject any item of equipment furnished by CONTRACTOR under the CONTRACT, and CONTRACTOR shall promptly repair or replace such rejected equipment at its election and cost.



## INVITATION TO BID

### PROVISION OF OFFLOADING FLOATING HOSE INSPECTION AND MAINTENANCE SERVICES

BID NO.: WGE/HESS/CW2247922/RFQ-049



### MINOR SERVICES CONTRACT

### SECTION II - SPECIAL CONDITION OF CONTRACT

Some of the equipment provided by CONTRACTOR may be on a consignment basis, and COMPANY shall not be obligated to pay for such equipment or material unless it is actually used or consumed by, or on behalf of, COMPANY in the WORK. CONTRACTOR shall furnish inspection certificates for any item of equipment required by COMPANY or applicable law. CONTRACTOR shall visually inspect all equipment furnished by COMPANY or CLIENT for defects before using it and shall immediately notify COMPANY of any observed defects in such equipment. Prior to commencing the WORK, CONTRACTOR shall provide COMPANY, upon COMPANY's request and at CONTRACTOR's cost, with any test and calibration results as required to confirm that the equipment meets or exceeds: (i) CONTRACTOR and manufacturer's specifications and statements regarding performance and capabilities; (ii) COMPANY's specifications set forth in this CONTRACT; and (iii) all applicable petroleum industry performance standards. The equipment shall, at all times, meet or exceed such specifications, statements, and standards to COMPANY's satisfaction. CONTRACTOR shall repair or replace any defective equipment at no cost to COMPANY. Notwithstanding the foregoing, CONTRACTOR shall immediately inform COMPANY of any and all occurrences when such equipment does not comply with such specifications, statements, and standards.

- 6.3 *Quality Project Management.* CONTRACTOR agrees that it shall ensure that members of CONTRACTOR Group shall fully comply with the provisions of "Exhibit H regarding Quality Project Management Standards. Alternatively, CONTRACTOR may instead use its own quality plan, provided that such alternate plane has been accepted in writing by COMPANY Representative.

## 7. LIABILITY AND INDEMNITY

- 7.1 *Application of Indemnities.* In those matters in which a Party is required by the terms of this CONTRACT to be RESPONSIBLE FOR, INDEMNIFY AND HOLD HARMLESS the other Party and/or members of its respective Group, SUCH OBLIGATIONS SHALL, EXCEPT TO THE EXTENT EXPRESSLY PROVIDED OTHERWISE IN THE CONTRACT, APPLY TO INDEMNITOR REGARDLESS OF THE CAUSE OR REASON, OR WHO MAY BE AT FAULT OR OTHERWISE RESPONSIBLE UNDER ANY CONTRACT, STATUTE, RULE, OR THEORY OF LAW, INCLUDING THE STRICT LIABILITY AND THE SOLE, JOINT, OR CONCURRENT NEGLIGENCE OF INDEMNITEE, WHETHER ACTIVE OR PASSIVE, AND ANY LATENT, PATENT, OR PRE-EXISTING DEFECTS OR CONDITIONS, THE UNSEAWORTHINESS OF ANY VESSEL OR UNAIRWORTHINESS OF ANY AIRCRAFT, AND EVEN THOUGH INDEMNITOR MAY BE PROTECTED FROM DIRECT SUIT BY ANY WORKERS' COMPENSATION LAWS; PROVIDED HOWEVER, THAT NO INDEMNITOR UNDER THE CONTRACT SHALL BE LIABLE TO AN INDEMNITEE TO THE EXTENT SUCH CLAIMS ARE CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF SUCH INDEMNITEE'S SUPERVISORY PERSONNEL.

- 7.2 *CONTRACTOR's Environmental Liability.* CONTRACTOR shall be responsible for and indemnify and hold harmless COMPANY Group and CLIENT Group from and against, any and all Claims arising out of the performance of the CONTRACT for costs to control and remove leaks, spills, or



**INVITATION TO BID**  
**PROVISION OF OFFLOADING FLOATING HOSE**  
**INSPECTION AND MAINTENANCE SERVICES**  
**BID NO.: WGE/HESS/CW2247922/RFQ-049**



**MINOR SERVICES CONTRACT**

**SECTION II - SPECIAL CONDITION OF CONTRACT**

other discharges of pollutant or contaminants (including fuels, lubricants, motor oils, waste water, drilling fluids, cuttings, pipe dope, paints, solvents, ballast, bilge, and garbage) that (i) emanate from CONTRACTOR's equipment; and/or (ii) originate on or above the surface of the land or the sea floor, as applicable, and are from a source that is in the control or custody of CONTRACTOR Group.

7.3 *Use of COMPANY or CLIENT Equipment by CONTRACTOR.* If COMPANY or CLIENT's Equipment is provided to CONTRACTOR Group, the Parties agree that:

- (a) COMPANY or CLIENT Equipment is provided AS IS, WHERE IS, and WITH ALL FAULTS, and without any warranty or representation, express or implied, as to its condition or suitability for CONTRACTOR's contemplated use, or the presence or absence of latent, patent, or pre-existing defects or conditions, and any use by CONTRACTOR (or its subcontractors) of COMPANY or CLIENT Equipment shall be at its sole risk and liability.
- (b) Upon taking physical possession of COMPANY or CLIENT Equipment, CONTRACTOR shall be deemed to have sole care, custody and control of such COMPANY or CLIENT Equipment until returned to COMPANY or CLIENT's physical possession;
- (c) CONTRACTOR shall return such COMPANY or CLIENT Equipment at the conclusion of use, or earlier if requested by COMPANY or CLIENT, in substantially the same conditions as when received, ordinary wear and tear excepted; and
- (d) Notwithstanding anything to the contrary contained herein, CONTRACTOR shall be responsible for and indemnify and hold harmless COMPANY and CLIENT for any loss of or damage to such COMPANY or CLIENT Equipment that occurs while COMPANY or CLIENT Equipment is within CONTRACTOR Group's care, custody, or control.

For the avoidance of doubt, it is agreed that while COMPANY or CLIENT Equipment is in CONTRACTOR's care, custody, or control, that for the purposes of this CONTRACT, such COMPANY or CLIENT Equipment shall be deemed to be CONTRACTOR's property.

7.4 *Intellectual Property.* CONTRACTOR represents and warrants that all intellectual property which may include materials, plans, processes, compositions, and equipment, that is made, used, furnished, or specified by CONTRACTOR in connection with the WORK or the use and/or practice of the WORK does not infringe on any rights of others, including any patent, copyrights or trade secret rights. CONTRACTOR shall be responsible for and indemnify and hold harmless COMPANY and CLIENT Group from and against all Claims asserted by or arising in favour of any person for or as a result of actual or alleged infringement or contributory infringement of any patent(s), or infringement of any copyright(s) or trademark(s); or misappropriation or misuse of any trade secret(s) or other arising out of: (i) the WORK provided by CONTRACTOR Group or the implementation by COMPANY or CLIENT Group of the WORK or information or (ii) the discretion to approve the counsel that is defending COMPANY or CLIENT, and COMPANY or CLIENT retains the right to participate in any such action in which is named as defendant. Neither Party shall settle or compromise any such Claim, CONTRACTOR shall perform one of the following actions at its own expense to avoid future infringement:



**INVITATION TO BID**  
**PROVISION OF OFFLOADING FLOATING HOSE**  
**INSPECTION AND MAINTENANCE SERVICES**  
**BID NO.: WGE/HESS/CW2247922/RFQ-049**



**MINOR SERVICES CONTRACT**  
**SECTION II - SPECIAL CONDITION OF CONTRACT**

- (a) If the CONTRACT is for services:
- (i) modify or replace any equipment that (i) CONTRACTOR has furnished or utilized or that (ii) CONTRACTOR has built or any process that COMPANY or CLIENT is using, based on the results of the WORK, in order to avoid the patent infringement or trade secret violation. Such modification or replacement must be accomplished in a manner that is acceptable to COMPANY or CLIENT and does not detrimentally impact the performance of the affected equipment or process or the ongoing operations of COMPANY or CLIENT; or
  - (ii) secure for the benefit of COMPANY or CLIENT irrevocable and fully paid licenses for the equipment or operation of the process in order to avoid any future infringement without the need to modify or replace equipment, or modify processes based on the work results provided to COMPANY or CLIENT. Such licenses must be obtained at no cost to COMPANY and/or CLIENT and on terms acceptable to COMPANY and CLIENT.
- (b) If the CONTRACT is for Goods:
- (i) modify or replace any Goods that CONTRACTOR has built or bought or any process that COMPANY or CLIENT is using which utilizes such Goods in order to avoid the patent infringement or trade secret violation. Such modification or replacement must be accomplished in a manner that is acceptable to COMPANY and/or CLIENT and does not detrimentally impact the performance of the affected Goods or the process which uses such Goods or the ongoing operations of COMPANY and/or CLIENT; or
  - (ii) secure for the benefit of COMPANY or CLIENT irrevocable and fully paid licenses for the Goods and their use or operation of the process in order to avoid any future infringement without the need to modify or replace the Goods or the processes which use such Goods. Such licenses must be obtained at no cost to COMPANY and/or CLIENT and on terms acceptable to COMPANY and CLIENT.

7.5 *Indemnities Supported by Insurance.* Each Party agrees that the indemnity obligations contained in this CONTRACT will be supported with insurance (or qualified self-insurance) in favour of the other Party (and its Group) as Indemnitees of types and with minimum amounts and coverages not less than those specified in this CONTRACT. The Parties agree that such insurance shall support, but not limit, their indemnity obligations except to the extent mandated by applicable law. The Parties agree that no Indemnatee shall be prejudiced in any way by a Party's decision to self-insure.

7.6 *Consequential Damages.* Neither Party (not its Group) shall be liable to the other Party for such other Party's Consequential Loss, arising out of the performance or non-performance of the CONTRACT, regardless of whether liability is based on breach of contract, warranty, tort (including sole or concurrent negligence), strict liability, statute, or other basis of legal liability. To the extent



**INVITATION TO BID**  
**PROVISION OF OFFLOADING FLOATING HOSE**  
**INSPECTION AND MAINTENANCE SERVICES**  
**BID NO.: WGE/HESS/CW2247922/RFQ-049**



**MINOR SERVICES CONTRACT**

**SECTION II - SPECIAL CONDITION OF CONTRACT**

permitted by applicable law, any statutory remedies inconsistent with these terms are waived by the Parties.

- 7.7 *Notice of Claims.* A Party shall timely notify the other Party of any Claim that may be presented to, or served upon it, arising out of, or as a result of, the CONTRACT or the WORK, affording Indemnitor the opportunity to assume the defence of such Claim and to protect itself under the obligations of the CONTRACT. Indemnitor shall have the right, at its option and at its sole expense, to participate in the defence of such Claim. In the event that a Claim is tendered to Indemnitor and the Indemnitor wrongfully denies or otherwise does not accept the tender, then in addition to the obligations owed by Indemnitor, Indemnitor shall also be obliged to pay all costs and expenses, including reasonable attorneys' fees and costs of litigation, incurred by Indemnitor in pursuing its claim against Indemnitor.

**8. INSURANCE REQUIREMENTS**

- 8.1 *Coverage Requirements.* Throughout the term of the CONTRACT, to the extent of the risks and liabilities expressly assumed hereunder by CONTRACTOR; (i) CONTRACTOR shall carry and maintain with reliable and financially sound insurance companies, reasonably acceptable to COMPANY and/or CLIENT, insurance with limits not less than, nor coverage inferior to, those specified in this CONTRACT; and (ii) all foregoing policies of CONTRACTOR in any way related to the WORK required shall conform with the requirements of this CONTRACT. Any insurance requirements are not intended to limit, in any way, the liability obligations set forth herein.
- 8.2 *Certificates of Insurance.* Within ten (10) days of execution of the CONTRACT but prior to commencement of WORK, CONTRACTOR shall furnish to COMPANY (or COMPANY's authorized representative) original certificates of insurance, signed by an underwriter authorized representative, evidencing the coverage, limits, endorsements, and extensions required by the CONTRACT. In the event any certificates of insurance expire during the performance of the WORK, CONTRACTOR shall immediately furnish COMPANY, in accordance with COMPANY's instructions, a renewal certificate of insurance together with any unexpired certificates of insurance provided to COMPANY, evidencing the insurance required herein. COMPANY shall have the right, but not the obligation, to withhold any payment due to CONTRACTOR until receipt of such certificates. Commencement or performance of the WORK without delivering the certificate of insurance (or with the delivery of non-conforming certificate of insurance) shall not constitute a waiver of CONTRACTOR's obligations to provide the required coverage.
- 8.3 *CONTRACTOR's Insurance.* CONTRACTOR shall ensure that each CONTRACTOR procures and maintains insurance as required in accordance with this Article 8 and CONTRACT, together with such other insurance as may be required by applicable law or as COMPANY or CLIENT may consider necessary to perform the WORK. When requested by COMPANY or COMPANY's authorized representative, CONTRACTOR shall furnish certificates of insurance evidencing coverage for each such CONTRACTOR. Any deficiencies in the coverage or policy limits of CONTRACTOR's insurance and any and all deductibles shall be the sole responsibility of CONTRACTOR.





## INVITATION TO BID

### PROVISION OF OFFLOADING FLOATING HOSE INSPECTION AND MAINTENANCE SERVICES

BID NO.: WGE/HESS/CW2247922/RFQ-049



### MINOR SERVICES CONTRACT

### SECTION II - SPECIAL CONDITION OF CONTRACT

- 8.4 *Minimum Limits.* The insurance limits specified in the CONTRACT are minimum requirements and shall not be construed as: (i) being a limitation of any liability, defence, or other obligation assumed by CONTRACTOR under the CONTRACT; or (ii) constituting acceptance by COMPANY of responsibility for financial or other liabilities or indemnities in excess of such limits. CONTRACTOR shall purchase sufficient insurance coverage to reinstate the limits under any of the above policies that are impaired, reduced, and/or exhausted by virtue of any Claim resulting from any of the WORK. The requirement of CONTRACTOR to purchase and maintain insurance, and COMPANY's acceptance of evidence of such insurance, shall not, in any manner, limit or qualify, in any way, the liabilities and obligations assumed by CONTRACTOR under the CONTRACT.
- 8.5 *Deductibles/Self-Insured Retention.* Any and all deductibles or self-insured retentions on the insurance policies described herein shall be assumed by, for the account of, and at the sole risk of CONTRACTOR (or its respective subcontractor, as applicable).
- 8.6 *Failure to Insure.* The failure to: (i) secure the insurance coverages, (ii) comply fully with any of the insurance provisions of this CONTRACT, or (iii) secure such endorsements on the insurance policies as may be necessary to comply with the provisions of this CONTRACT shall in no way relieve CONTRACTOR from its obligations hereunder. If CONTRACTOR fails to respond to COMPANY's Notice about missing insurance policies within seven (7) days, COMPANY, at its sole option, may purchase such missing insurance policies for which a certificate has not been provided, and CONTRACTOR shall be liable to promptly to reimburse the costs thereof to COMPANY.

## 9. LIENS AND ENCUMBRANCES

- 9.1 *Generally.* CONTRACTOR shall pay all L&M Claims and allow no L&M Liens to be filed against or fixed upon any property of COMPANY Group or CLIENT Group. CONTRACTOR shall not claim or file, and hereby waives its rights to make, any L&M Lien on any property of COMPANY Group or CLIENT Group, whether personal, real or intangible; provided however, that CONTRACTOR shall not be prevented from claiming, filing, or enforcing any such liens when the rights thereto arise from COMPANY's failure to pay undisputed monies owed to CONTRACTOR, subject to CONTRACTOR having provided COMPANY thirty (30) days' prior Notice of its intent to file L&M Lien.
- 9.2 *Indemnification and Remedies.* Except as provided in Article 9.1, CONTRACTOR shall RELEASE, DEFEND, PROTECT, INDEMNIFY, and HOLD HARMLESS COMPANY Group from and against any and all L&M Claims, L&M Liens, and Lien Expenses. Notwithstanding anything contained in the CONTRACT to the contrary, final payment or any partial payment shall not become due until: (a) CONTRACTOR has properly and fully completed the WORK to which such payment relates; (b) CONTRACTOR has furnished proof acceptable to COMPANY, including sufficient "bills paid affidavits" or other evidence of payment in full, that all L&M Claims against CONTRACTOR (whether matured or not) have been fully paid and satisfied; and (c) CONTRACTOR has furnished proof to COMPANY that all L&M Liens have been fully released or



## INVITATION TO BID

### PROVISION OF OFFLOADING FLOATING HOSE INSPECTION AND MAINTENANCE SERVICES

BID NO.: WGE/HESS/CW2247922/RFQ-049



### MINOR SERVICES CONTRACT

### SECTION II - SPECIAL CONDITION OF CONTRACT

waived. If CONTRACTOR should fail to pay any L&M Claim, or if any L&M Lien attaches to COMPANY Group's property, then, in addition to any other remedies COMPANY may have, COMPANY shall have the right, in its sole discretion, upon ten (10) days' Notice to CONTRACTOR, to pay the L&M Claim out of any monies due to CONTRACTOR (and the amounts due to CONTRACTOR shall thereby be automatically reduced by an amount equal to the amount so paid by COMPANY) or to take such other appropriate action to have such L&M Lien released; provided, however, that if the amounts owed to CONTRACTOR are less than such amounts paid by COMPANY, including all Lien Expenses, CONTRACTOR shall promptly (and in no case more than three (3) days after receipt of Notice from COMPANY) pay COMPANY for such excess amounts. CONTRACTOR may, upon COMPANY's Notice of its intent to pay such claim or indebtedness, choose to post an adequate bond for COMPANY's (or, as applicable, COMPANY Group's) benefit with a mutually agreeable bonding company in an amount sufficient to cover any such unpaid claims or indebtedness (subject to CONTRACTOR's payment of all Lien Expenses incurred by COMPANY prior to the time of posting of the bond). If any L&M Lien remains unsatisfied after all payments are made by COMPANY to CONTRACTOR, then CONTRACTOR shall refund to COMPANY all monies that CONTRACTOR may be compelled to pay in discharging the L&M Lien together with reimbursement of COMPANY's Lien Expenses. No assignment or transfer by CONTRACTOR of rights to monies due CONTRACTOR shall have any force or effect as far as COMPANY's rights are concerned until all L&M Claims shall have been completely liquidated and discharged.

## **10. WORK IN PROGRESS, PROPERTY RIGHTS**

10.1 *Services, Goods and Materials.* Good and merchantable title to all work in progress shall be and remain with COMPANY and title to all materials to be consumed and incorporated in the Goods and WORK shall vest in COMPANY upon receipt of such materials by CONTRACTOR, provided however, such title being with COMPANY shall not impose any obligation on COMPANY or relieve CONTRACTOR of any of its obligations hereunder. All such materials shall be segregated and designated as COMPANY's materials such that a Person would be aware of COMPANY's ownership thereof. COMPANY shall be responsible for the safekeeping and protection of all materials (whether furnished by CONTRACTOR, COMPANY or both) and all work in progress, and any damage or loss thereto shall be repaired or replaced by CONTRACTOR. Notwithstanding the foregoing, risk of loss of or damage to items provided to COMPANY as part of the Goods and services (and materials intended to be incorporated in such items) shall be the responsibility of CONTRACTOR until such items are accepted by COMPANY and are no longer in the case, custody, or control of CONTRACTOR, and such items shall accordingly be considered "property of CONTRACTOR" for purposes of indemnity obligations under Article 7 until CONTRACTOR has delivered any such items and no longer has care, custody, or control of such items and COMPANY has accepted delivery thereof.

## **10.2 Intellectual Property**



## INVITATION TO BID

### PROVISION OF OFFLOADING FLOATING HOSE INSPECTION AND MAINTENANCE SERVICES

BID NO.: WGE/HESS/CW2247922/RFQ-049



### MINOR SERVICES CONTRACT

### SECTION II - SPECIAL CONDITION OF CONTRACT

- (a) All copyrights, patents, trade secrets, or other intellectual property rights associate with any ideas, concepts, techniques, inventions, processes, or works of authorship developed or created by CONTRACTOR Group during the course of performing work for COMPANY (collectively "Work Product ") shall belong exclusively to COMPANY as of the date of their creation and shall, to the extent possible, be considered a "work made for hire". To the extent the Work Product may not be considered work made for hire for COMPANY, CONTRACTOR agrees to assign, and hereby assigns at the time of creation of the Work Product, without any requirement of further consideration, any right, title, or interest CONTRACTOR may have in such Work Product. For the avoidance of doubt, unless otherwise clearly provided in a Purchase Order, any deliverables and all Information of whatever nature in respect of CLIENT's wells facilities or operations (including without limitation information on wellbore production, reservoir, geology and formations encountered in the well) that have been created by CONTRACTOR Group in the performance of the work shall be Work Product and shall belong exclusively to COMPANY and/or CLIENT. Further, CONTRACTOR shall ensure that the other members of CONTRACTOR Group assign, without any requirement of further consideration, any right, title, or interest such member may have in such Work Product. Upon request of COMPANY and/or CLIENT, CONTRACTOR shall take such further actions, including execution and delivery of declarations, instruments of conveyance, and the like for any applications or registrations COMPANY may, at its expense, apply for and as may be appropriate to give full and proper *effect* to such assignments. CONTRACTOR shall require the other members of CONTRACTOR Group to be bound by the provisions of this Article in the same manner as CONTRACTOR is bound hereunder.
- (b) CONTRACTOR agrees that any and all ideas, concepts, techniques, processes, improvements and inventions, whether patentable or not, that are conceived, created or first reduced to practice in connection with or arising out of the provision of Goods or WORK under this CONTRACT, shall be the sole and exclusive property of COMPANY. CONTRACTOR further agrees that any and all ideas, improvements and inventions, whether patentable or not, that are based upon Information provided to CONTRACTOR by COMPANY and that are conceived, created or first reduced to practice during performance under an Order or within one (1) year after completion of the applicable Purchase Order shall be the sole and exclusive property of COMPANY and/or CLIENT. CONTRACTOR shall promptly provide to COMPANY a full written disclosure of any such ideas, improvements and inventions. Both during the term of this CONTRACT and after its termination or expiration, CONTRACTOR agrees to execute all papers, including documents related to domestic and foreign patent applications and invention assignments, and otherwise assist COMPANY as reasonably requested to perfect in COMPANY and/or CLIENT the rights, title and other interests in such ideas, improvements and inventions, as well as to obtain and enforce patents derived from such applications.
- (c) Notwithstanding the provisions of Articles 10.2(a) and 10.2(b) above, CONTRACTOR shall (as between COMPANY and CONTRACTOR) retain ownership of all proprietary





**INVITATION TO BID**  
**PROVISION OF OFFLOADING FLOATING HOSE**  
**INSPECTION AND MAINTENANCE SERVICES**  
**BID NO.: WGE/HESS/CW2247922/RFQ-049**



**MINOR SERVICES CONTRACT**

**SECTION II - SPECIAL CONDITION OF CONTRACT**

intellectual property rights owned by CONTRACTOR and developed by it prior to the effective date of the Purchase Order in which such property is employed and outside of performance of any work for COMPANY or its Affiliates, and nothing in this Article 10 shall result in a transfer of ownership of any such proprietary intellectual property rights. CONTRACTOR hereby grants COMPANY an irrevocable, perpetual and royalty-free license to use, disclose, modify and copy such CONTRACTOR proprietary intellectual property rights for the purpose of (i) constructing, fabricating, operating and maintaining any facilities that result from the provision of Goods and/or WORK performed by CONTRACTOR; (ii) training operators; and (iii) repairing, replacing, expanding, completing or modifying any part of the Goods and/or WORK or any facility that results from the provision of Goods and/or WORK. Such license shall include the right for COMPANY (i) to assign its rights, without consent, to any purchaser of an interest in all or part of any facility related to such Goods and/or WORK; and (ii) to sublicense to COMPANY or any of its Affiliates.

10.3 *Hydrocarbon Deposits.* CONTRACTOR and any other members of CONTRACTOR Group, shall have no equitable, legal or other interest in any mineral and hydrocarbon deposits that are known, or which might be discovered, as a result of the WORK. If any such Person asserts, establishes, or attempts to establish any interest in the mineral or hydrocarbon deposits as a result of the WORK and/or other actions taken with respect to the CONTRACT. CONTRACTOR shall release, defend, protect, and hold harmless COMPANY Group and CLIENT Group from and against all Claims resulting therefrom. In the event that any member of CONTRACTOR Group asserts, establishes, or attempts to establish any interest as hereinabove provided, CONTRACTOR shall provide a surety bond or bank guarantee from an institution reasonably acceptable to COMPANY, to release or otherwise secure the release of any such Claims under this Article 10.3, if so directed by COMPANY.

10.4 *Know-How Transfer and Training*

- (a) Requirement to transfer know-how and systems. CONTRACTOR shall:
  - (i) Transfer such know-how, management systems, manuals, facilities management software and similar knowledge, tools and capacity for managing the Facilities; and
  - (ii) provide, at the termination or expiration of the CONTRACT, management systems, manuals, facilities management software and similar tools.
- (b) Other Software Used. Where CONTRACTOR uses or purchase software other than CONTRACTOR's Software in the performance of the WORK ("Other Software"), CONTRACTOR shall procure that COMPANY is entitled to a non-terminable, transferable, non-exclusive, royalty free licence to copy, use and communicate the Other Software, including making and using modifications of the same, for the purposes of the services. Such license shall:
  - (i) Apply throughout the actual or intended working life, whichever is longer, of the relevant parts of the Facilities;



## INVITATION TO BID

### PROVISION OF OFFLOADING FLOATING HOSE INSPECTION AND MAINTENANCE SERVICES

BID NO.: WGE/HESS/CW2247922/RFQ-049



### MINOR SERVICES CONTRACT

### SECTION II - SPECIAL CONDITION OF CONTRACT

- (ii) Entitled any person in proper possession of the relevant part of the Facilities to copy, use and communicate all CONTRACTOR's Software and Other Software for the purposes of managing, operating and maintaining the Facilities;
- (iii) Where such Software are in the form of computer programs and other software, permit their use on any computer at the Facilities and other places as envisaged by the CONTRACT, including replacements of any computers supplied by CONTRACTOR;
- (iv) Entitled COMPANY to utilize such software to make data regarding the Facilities available for inspection by a prospective bidder who may be involved in the process to select a subsequent CONTRACTOR; and
- (v) Give any successor to CONTRACTOR such non-exclusive, royalty-free licences as may be required to enable COMPANY and its successors and assigns to continue enjoying the use and benefit of the Facilities without additional charge.

## 11. CONFIDENTIAL INFORMATION; PUBLICITY; DATA PROTECTION

- 11.1 *Confidentiality Obligations.* Any Confidential Information, in whatever form, format or medium, whether or oral, acquired, discussed, used or developed by CONTRACTOR Group in connection with the performance of WORK or providing of Goods, whether actually performed under this CONTRACT or not, shall be the property of COMPANY and shall be for the exclusive benefit of COMPANY, and CONTRACTOR Group shall have no interest therein. CONTRACTOR Group shall hold all Confidential Information in the strictest of confidence, making no disclosures directly or indirectly to any person without the prior written consent of COMPANY for any purpose other than performing the WORK or providing the Goods under this CONTRACT or exercising CONTRACTOR Group's rights hereunder. CONTRACTOR Group has no obligation with regard to any information which, other than by breach of this CONTRACT is: (a) lawfully already in or subsequently comes into its possession without restriction on disclosure; (b) developed by CONTRACTOR Group without use of Confidential Information; or (c) in the public domain, or subsequently comes into the public domain, through no fault of CONTRACTOR Group.
- 11.2 *Press Releases; Public Announcements.* CONTRACTOR agrees that no member of CONTRACTOR Group shall make any disclosure (including through social media), announcement, publicity release, public notice, or advertisement concerning: (a) the CONTRACT; (b) any WORK provided or performed pursuant to the CONTRACT; or (c) the Worksite; without COMPANY's prior written approval, which approval may be withheld for any or no reason; provided, however, that should such disclosure be required: (i) by applicable Law or (ii) pursuant to any rule or regulation of a stock exchange on which CONTRACTOR's



## INVITATION TO BID

### PROVISION OF OFFLOADING FLOATING HOSE INSPECTION AND MAINTENANCE SERVICES

BID NO.: WGE/HESS/CW2247922/RFQ-049



## MINOR SERVICES CONTRACT

### SECTION II - SPECIAL CONDITION OF CONTRACT

securities or the securities of any of its Affiliates are listed or are to be listed, CONTRACTOR shall obtain the consent of COMPANY to the content of such disclosure at least one (1) business day prior to such disclosure, which consent shall not be unreasonably withheld.

## **12. APPLICABLE LAWS**

- 12.1 *Generally.* CONTRACTOR represents and warrants that it has knowledge of, and understands, all Laws applicable to the performance of the WORK and the location where the WORK are performed, including the Laws specifically enumerated in this Article 12. CONTRACTOR and all members of CONTRACTOR Group shall comply with all such Laws applicable to CONTRACTOR, CONTRACTOR Group, and/or the WORK.
- 12.2 *Government Variances.* CONTRACTOR shall not, without the express written consent of COMPANY, apply to, petition, or enter into negotiations with, or agree with, any Government authority, or representative thereof, for a variance of, or exemption from, any applicable laws concerning safety, health, pollution, or environmental protection relating to the WORK.
- 12.3 *Employment/Immigration laws.*
- (a) CONTRACTOR shall, as and when legally required, pay with respect to individuals performing work in connection with the CONTRACT, all applicable Host Country payroll, withholding, unemployment insurance, social insurance, and other required taxes imposed by any governmental authority claiming jurisdiction thereof. COMPANY shall not withhold or be liable for any federal, state, or local income taxes or payroll taxes of any kind that are required for any member of CONTRACTOR Group.
  - (b) CONTRACTOR agrees that it has complied, and shall continue to comply, with all applicable Laws of the Host Country, or political subdivision thereof, pertaining to: (i) labor, wages, hours, and other conditions of employment; and (ii) completion and verification of any documents required to determine identity and authorization to work.
  - (c) CONTRACTOR shall maintain personnel and payroll records with respect to every employee, COMPANY, or agent that are required by applicable law.
  - (d) CONTRACTOR shall adequately and reasonably screen all employees, companys, and agents before they are hired to work under the CONTRACT in accordance with all applicable laws, including pre-employment and other appropriate drug screening and criminal background checks. CONTRACTOR also shall ensure that its employees, companys and/or agents shall receive adequate training in all aspects of the WORK to be performed under the CONTRACT, including training in related safety and health issues.
- 12.4 *Health and Safety Laws.* All applicable safety and health laws, and any established safety regulations applicable to Worksite, shall apply to CONTRACTOR's operations in the performance of the WORK.



**INVITATION TO BID**  
**PROVISION OF OFFLOADING FLOATING HOSE**  
**INSPECTION AND MAINTENANCE SERVICES**  
BID NO.: WGE/HESS/CW2247922/RFQ-049



**MINOR SERVICES CONTRACT**

**SECTION II - SPECIAL CONDITION OF CONTRACT**

- 12.5 *Environmental Laws.* CONTRACTOR represents and warrants that it is fully capable of performing the WORK in compliance with, and shall in all respects comply with, all applicable environmental protection laws, environmental operating best practices and procedures, and the requirements of the CONTRACT.
- 12.6 *Lawful Operation.* Each Party shall conduct its operations in a lawful manner that is consistent with the highest ethical standards prevailing in the business communities in which it operates. Books and records shall be kept in a complete and accurate manner. Maintenance of the highest reputation for integrity is essential and may not in any circumstances be sacrificed for the sake of results.
- 12.7 *Information Exportation.* If a Party (i) conducts business in U.S.; or (ii) is a U.S. domiciled Person; or (iii) is a Person controlled by a U.S. person, then such Party warrants that it shall confirm to all the laws of the U.S. regarding information and technology exportation from the U.S.
- 12.8 *Anti-Boycott.* No provision in the CONTRACT shall be interpreted or applied which would require any Party to do or refrain from doing any act which would constitute a violation of or result in a loss of economic benefit under any anti-boycott or export law, including such laws of the U.S.
- 12.9 *Sanctions.* CONTRACTOR represents that it is not subject to any sanctions, including sanctions issued by the United States Department of Treasury Office of Foreign Assets Controls (OFAC), the Bank of England, the European Union, or any other applicable sanctions program, e.g., the Comprehensive Iran Sanctions, Accountability and Divestment Act of 2010 (CISADA), (collectively, "Sanctions") that would prevent it, or its Affiliates, from transacting business with COMPANY, and agrees that it shall comply with such Sanctions. In the event that CONTRACTOR is sanctioned or engages in activity that could reasonably subject itself or COMPANY to Sanctions, COMPANY reserves the right to terminate the CONTRACT with immediate effect and without any penalty or further payment whatsoever.
- 12.10 *Audit.* COMPANY shall have the right, at its option, to conduct a complete audit of CONTRACTOR's documents and practices to verify CONTRACTOR's compliance with this Article. Furthermore, CONTRACTOR shall obtain equivalent rights of audit for, all Subcontractors and will cause such rights to extend to COMPANY and its representatives.
- 12.11 *Indemnification.* CONTRACTOR represents and warrants to COMPANY that CONTRACTOR and the other member of CONTRACTOR Group shall comply with all legal obligations applicable to CONTRACTOR, CONTRACTOR Group, the provision of Goods or the performance of the WORK, including those set forth in this Article 14, and shall immediately notify COMPANY and take corrective action in respect of any breach thereof. Furthermore, CONTRACTOR shall RELEASE, DEFEND, PROTECT, INDEMNIFY and HOLD HARMLESS COMPANY Group from any and all Claims arising from the failure of CONTRACTOR Group to comply with any such legal obligation.



**INVITATION TO BID**  
**PROVISION OF OFFLOADING FLOATING HOSE**  
**INSPECTION AND MAINTENANCE SERVICES**  
BID NO.: WGE/HESS/CW2247922/RFQ-049



**MINOR SERVICES CONTRACT**  
**SECTION II - SPECIAL CONDITION OF CONTRACT**

**13. CLIENT POLICIES**

- 13.1 *EHS Policies.* CONTRACTOR shall ensure that CONTRACTOR Group complies in all respects with COMPANY and CLIENT applicable EHS policies, including those set forth in **Exhibit F**. No instructions provided by COMPANY shall be construed by CONTRACTOR as an instruction to act in conflict with **Exhibit F**, provided, however, that if COMPANY gives instructions or requires procedures that impose a higher standard than those of COMPANY or CLIENT applicable EHS policies, the higher standard shall prevail. CONTRACTOR shall establish and maintain a fully comprehensive EHS program. CONTRACTOR shall take all necessary safety and other precautions to protect all property and persons from damage, loss, illness, injury, or death arising out of the performance of the WORK. CONTRACTOR shall take all precautions and other actions within its control, as may be necessary, in order to perform the WORK in a safe manner and to, wherever possible, avoid and eliminate any hazards present at the Worksite or otherwise involving the WORK. In connection with the performance of the WORK, CONTRACTOR shall take full responsibility for the safety of the WORK, including the supervision and performance of all its subcontractors engaged therein.
- 13.2 *Ethical Business Practices.* In connection with the performance of the WORK, CONTRACTOR shall comply with, and represent COMPANY in a manner that is consistent with, COMPANY and CLIENT commitment to integrity and the ethical standards required of COMPANY and CLIENT directors, officers, and employees within the guidelines and limits set forth in CLIENT's policy on Ethical Business Practices, attached as **Exhibit C**.
- 13.3 *Human Rights, Social Responsibility, and Business Integrity.* CONTRACTOR agrees that it shall ensure that all members of CONTRACTOR Group shall fully comply with the provisions of CLIENT's policy on *Human Rights, Social Responsibility, and Business Integrity*, attached as **Exhibit D**.
- 13.4 *Search and Seizure.* CONTRACTOR, for itself and on behalf of CONTRACTOR Group, acknowledges and shall abide by the requirements of CLIENT's *Search and Seizure Policy*, attached as **Exhibit E**.
- 13.5 *Lifting and Cargo Carrying Unit (CCU) Standards.* If applicable, CONTRACTOR, for itself and CONTRACTOR Group, acknowledges and shall abide by the requirements of CLIENT's *Lifting and Cargo Carrying Unit (CCU) Standards*, attached as **Exhibit G**.
- 13.6 *Protection of Property.* CONTRACTOR shall, in keeping with industry standards, protect all property of COMPANY and adjacent property and agrees that all necessary precautions shall be taken for the safety of its employees and all other Persons on the premises. CONTRACTOR shall also comply promptly with any request of COMPANY for the prevention of accidents, fire hazards, other perils, or unsafe practices. In addition CONTRACTOR has the right to stop the work of others, including COMPANY Group, if such perils or unsafe practices are observed.
- 13.7 *Hazardous Chemicals.* CONTRACTOR shall not, without the prior written permission of COMPANY, bring onto COMPANY and/or CLIENT property any hazardous chemicals, and





## INVITATION TO BID

### PROVISION OF OFFLOADING FLOATING HOSE INSPECTION AND MAINTENANCE SERVICES

BID NO.: WGE/HESS/CW2247922/RFQ-049



#### MINOR SERVICES CONTRACT

#### SECTION II - SPECIAL CONDITION OF CONTRACT

upon receiving such permission shall first notify COMPANY as to the identity, location, and any suggested appropriate protective measures for the hazardous chemicals, and, further, upon COMPANY's request shall provide any appropriate Material Safety Data Sheets (MSDS) for these hazardous chemicals.

- 13.8 *Invitees Prohibited.* CONTRACTOR shall not (nor permit CONTRACTOR Personnel to), without prior written permission of COMPANY, invite, permit entry, or bring any individual onto Worksite or property who is not an employee of CONTRACTOR or its subcontractors.
- 13.9 *CONTRACTs.* CONTRACTOR shall ensure that its relevant contracts contain the same or materially similar requirements as are in this Article 13.
- 13.10 *Breach.* Any material breach of this Article 13 by CONTRACTOR Group shall be grounds for termination of the CONTRACT for cause and/or immediate termination of any Purchase Order issued thereunder. Notwithstanding anything in these terms to the contrary, any breach of the safety covenants referenced in Article 13.1 shall be grounds for immediate termination for cause of the CONTRACT and/or any Purchase Order issued thereunder.
- 13.11 *Audit.* COMPANY shall have the right, at its option, to conduct a complete audit of CONTRACTOR's documents and practices (including at facilities and other locations where WORK are being provided) to verify CONTRACTOR's compliance with this Article 13. Furthermore, CONTRACTOR shall obtain equivalent rights of audit from all Subcontractors and will cause such rights to extend to COMPANY and its representatives.
- 13.12 *Conflict of Interest.*
- (a) General. CONTRACTOR shall hold COMPANY's interest paramount, without any consideration for future work, and strictly avoid conflict with other assignments or their own corporate interests and shall procure that its personnel and Subcontractors do likewise.
  - (b) CONTRACTOR not to benefit from commissions, discounts, etc. CONTRACTOR's compensation pursuant to Section IV – Schedule of Prices shall constitute CONTRACTOR's only payment in connection with this CONTRACT and, subject to Article 13.12(d), the CONTRACTOR shall not accept for its own benefit any trade commission, discount or similar payment in connection with activities pursuant to this CONTRACT or in the discharge of its obligations hereunder, and CONTRACTOR shall use its best efforts to ensure that any Subcontractors, as well as CONTRACTOR personnel and agents of either of them, similarly shall not receive any such additional payment.
  - (c) Procurement guidelines. If CONTRACTOR, as part of its obligations under the CONTRACT, provides services on behalf of COMPANY for the procurement of goods, works or services, CONTRACTOR shall comply with COMPANY and CLIENT's applicable procurement guidelines, and shall at all times exercise such responsibility in the best interest of COMPANY and CLIENT. Any discounts or commissions obtained by CONTRACTOR in the provision of such procurement services shall be for the account of CLIENT.



## INVITATION TO BID

### PROVISION OF OFFLOADING FLOATING HOSE INSPECTION AND MAINTENANCE SERVICES

BID NO.: WGE/HESS/CW2247922/RFQ-049



### MINOR SERVICES CONTRACT

### SECTION II - SPECIAL CONDITION OF CONTRACT

- (d) COMPANY and Affiliates not to engage in certain activities. CONTRACTOR agrees that, during the term and after its termination, CONTRACTOR and any entity affiliated with CONTRACTOR, shall not engage and shall cause CONTRACTOR personnel as well as their subcontractors and their personnel not to engage, directly or indirectly, in any business or professional activities that would conflict with the activities assigned to them under this CONTRACT.

## 14. REPRESENTATIONS AND WARRANTIES

- 14.1 *Fundamental Warranties.* Without limiting any other representations and/or warranties contained in the CONTRACT, CONTRACTOR represents and warrants as follows:
- (a) *Due Authorisation.* The execution, delivery and performance of the CONTRACT has been duly authorized by all requisite action by CONTRACTOR and will not violate the formation or governing documents of CONTRACTOR; any provision of any law, governmental rule, regulation, or ordinance; or any indenture, agreement, or instrument to which it is a party or by which it or its property may be bound or affected and the CONTRACT constitutes the legal, valid, binding, and enforceable agreement of CONTRACTOR.
  - (b) *Performance.* CONTRACTOR is not in violation or any applicable law, which violations, singly or in the aggregate, would affect CONTRACTOR's performance of its obligations under the CONTRACT.
  - (c) *Legal and Other Proceedings.* CONTRACTOR is not a party to or, to the best of CONTRACTOR's knowledge, threatened with any legal, administrative, arbitral, investigatory, or other proceeding or controversy that would adversely affect CONTRACTOR's ability to perform its obligations under the CONTRACT. No member of CONTRACTOR Group is entitled to immunity from service of process, suit, pre-judgment, attachment, restraint, set-off, counterclaim, or execution or enforcement of a judgment on grounds of sovereignty or otherwise in the courts of the Host Country in respect of any proceedings against it.
  - (d) *Review of CONTRACT; Qualification; Applicable Laws.* Prior to the performance or delivery of the WORK: CONTRACTOR (1) has examined the CONTRACT (including all Annexes and Exhibits) and become familiar with its terms; (2) possesses full experience and proper qualifications to perform the WORK; and (3) has reviewed all applicable laws (including all health, safety, environmental, and security requirements applicable to the Worksite).
- 14.2 *CONTRACTOR's Business.* CONTRACTOR represents and warrants that: (i) it is in the business of performing the WORK for the oil and gas industry; (ii) it is, or prior to the commencement of WORK will be, properly licensed, permitted, or otherwise authorized under all applicable laws to perform all services under any relevant purchase order to which it may agree; (iii) it has adequate equipment in good working order and fully trained personnel capable of performing the WORK; (iv) all services shall be performed in a good and workmanlike manner in accordance with current standards and practices of the oil and gas industry and the terms of the CONTRACT; (v)



## INVITATION TO BID

### PROVISION OF OFFLOADING FLOATING HOSE INSPECTION AND MAINTENANCE SERVICES

BID NO.: WGE/HESS/CW2247922/RFQ-049



### MINOR SERVICES CONTRACT

### SECTION II - SPECIAL CONDITION OF CONTRACT

CONTRACTOR personnel are properly trained to perform the WORK safely and efficiently; and (vi) the WORK shall be performed as economically as possible with the minimum number of employees, materials, and equipment reasonably necessary to safely and correctly perform the WORK with due regard for the safety of persons and property.

- 14.3 *CONTRACTOR's Duty to Inform Self.* CONTRACTOR represents and warrants that it fully understands the WORK and has satisfied itself before entering into the CONTRACT as to the extent and nature of the Services and the Worksite, including: (i) the supervision, engineering, consumables, and all other necessary services, personnel, materials, equipment, and facilities required for the WORK; (ii) the correctness and sufficiency of the rates charged by CONTRACTOR; and (iii) all general and local conditions, and all other matters, that could affect the progress or performance of the Services. CONTRACTOR further represents, warrants and undertakes that it shall execute the WORK continuously and diligently with all due care and attention until full completion of the WORK and acceptance of the WORK by COMPANY. Any failure by CONTRACTOR to take into account matters that affect the WORK shall not relieve the CONTRACTOR from its obligations under the CONTRACT.
- 14.4 *CONTRACTOR Personnel.* CONTRACTOR represents and warrants that: (i) CONTRACTOR and its subcontractors shall at all times have an adequate number of trained and experienced professional and supervisory personnel as required under the CONTRACT and/or as otherwise necessary to perform the WORK in accordance with the foregoing; (ii) all CONTRACTOR personnel are, and shall at all times be, skilled and properly qualified to perform, and shall perform, the WORK in the best professional manner and in accordance with the highest standard of workmanship, skill and care for similar work performed by experienced COMPANYS and professionals in the same industry and as required under the CONTRACT; (iii) CONTRACTOR personnel shall be fully trained, competent and experienced in the conduct of the tasks for which they are intended and mentally and physically fit to perform the assigned WORK; and (iv) each member of CONTRACTOR personnel is in possession of all permits and licences required to enable such individual to lawfully perform the WORK.
- 14.5 *Services Warranty.* In addition to the rights and remedies provided elsewhere in this CONTRACT, CONTRACTOR gives the following warranty regarding all services which are provided under this CONTRACT:
- (a) CONTRACTOR warrants that CONTRACTOR Group will perform and complete the WORK in accordance with the Required Standard of Performance.
  - (b) In the event that CONTRACTOR Group fails to perform or complete all or any portion of the WORK as warranted under Article 14.5(a), COMPANY shall provide written notice to CONTRACTOR of this failure. This notice must be given to CONTRACTOR no later than thirty (30) days after expiration of the warranty period for the WORK. At COMPANY's option, CONTRACTOR shall remedy the failure in one of the following ways:
    - (i) CONTRACTOR must re-perform the non-conforming WORK at CONTRACTOR's sole cost and expense to the reasonable satisfaction of COMPANY.





**INVITATION TO BID**  
**PROVISION OF OFFLOADING FLOATING HOSE**  
**INSPECTION AND MAINTENANCE SERVICES**  
BID NO.: WGE/HESS/CW2247922/RFQ-049



**MINOR SERVICES CONTRACT**  
**SECTION II - SPECIAL CONDITION OF CONTRACT**

- (ii) CONTRACTOR must refund or credit COMPANY, as applicable, that portion of the compensation that is attributable to the non-conforming WORK.

14.6 *Remedies for Breach of Warranty.* If any Goods or WORK does not satisfy the Required Standard of Performance, the following remedies are available at COMPANY's option:

- (a) Goods. COMPANY shall replace or repair the non-conforming Good to COMPANY's reasonable satisfaction or refund the full price of the non-conforming Good. CONTRACTOR shall pay all reasonable costs incurred in retrieving removing and reinstalling the non-conforming Good, including shipping, import and export duties, without regard to any limitation set out in Article 7.7.
- (b) WORK. CONTRACTOR shall re-perform the non-conforming WORK at CONTRACTOR's sole expense to the reasonable satisfaction of CLIENT or refund (or credit) the full price of the non-conforming service.

The warranties given in this Article is repeated and applicable to all repaired and replaced Goods upon completion of the repair or replacement, and to all re-performance with regard to WORK.

**15. CHANGES**

15.1 *Right to Change.* COMPANY's Representative, at any time and for any reason, may instruct by notice in writing, an addition, deletion, alteration and/or modification to or from the WORK or to the timing thereof or to the conditions under which they are to be carried out (a "COMPANY Instruction"). Such notice shall be headed or clearly include the words "CLIENT Instruction" and shall expressly reference this Article 15.1. If a COMPANY Instruction deletes portions of the WORK and/or has the effect of reducing the Contract Price to CONTRACTOR of providing that Good or WORK, CONTRACTOR shall promptly submit a Change Order Assessment setting out CONTRACTOR's good faith assessment of such reduction in contract price and advise on any implications for the operations and maintenance of the Facilities. Notwithstanding anything in this Article 15 to the contrary, CONTRACTOR shall proceed with the WORK set forth in any COMPANY Instruction immediately, continuously and diligently, regardless of whether any dispute exists between COMPANY and CONTRACTOR with respect to such COMPANY Instruction or any other matter.

15.2 *Requirements for Change* Under no circumstances shall CONTRACTOR be entitled to (i) any addition, deletion, alteration and/or modification to the WORK unless instructed to do so by a COMPANY Instruction; or (ii) any adjustment to key or milestone dates that are established under this CONTRACT (any of the foregoing in (i) or (ii), a "Change"), unless such Change is the subject of a Change Order Assessment and Approved Change under this Article 15.

15.3 *Right of COMPANY to Request Proposal.* COMPANY Representative may, at any time and before issuing a COMPANY Instruction pursuant to Article 15.1, request CONTRACTOR to submit a proposal, which, while not a Change Order Assessment, shall include all information as prescribed in Article 15.2, in respect of the proposed COMPANY Instruction. A request by COMPANY



**INVITATION TO BID**  
**PROVISION OF OFFLOADING FLOATING HOSE**  
**INSPECTION AND MAINTENANCE SERVICES**  
**BID NO.: WGE/HESS/CW2247922/RFQ-049**



**MINOR SERVICES CONTRACT**  
**SECTION II - SPECIAL CONDITION OF CONTRACT**

pursuant to this Article 15.3 shall in no way bind COMPANY to subsequently issue a COMPANY Instruction or otherwise approve or direct that the work specified in CONTRACTOR's proposal be performed; *provided, however,* that if COMPANY does not issue a COMPANY Instruction with respect to a proposal requested by CONTRACTOR pursuant to this Article 15.3, the reasonable direct cost to CONTRACTOR of preparing such proposal shall be reimbursed by COMPANY.

15.4 *Change Events.* Subject to the terms of this Article 15 (including any limitations specified in the sub-paragraphs of this Article 15), as of and after the effective Date, a Change shall occur only in the following circumstances, and only to the extent such circumstances occur on or after the Effective Date (each, a "Change Event"):

- (a) issuance of a COMPANY Instruction by COMPANY;
- (b) Force Majeure; and
- (c) a suspension instructed by COMPANY under this CONTRACT.

15.5 *Change Procedure.*

- (a) CONTRACTOR shall promptly, and in any event no more than ten (10) Days after the date on which CONTRACTOR became aware or ought to have become aware (whichever is earlier) of the relevant Change Event, submit written notice to COMPANY of the Change Event and of CONTRACTOR's intention to submit a Change Order Proposal in relation thereto ("Change Event Notice"). Such notice shall be headed "Change Event Notice" and expressly reference this Article 15.5.
- (b) Within seven (7) Days after submission of a Change Event Notice, CONTRACTOR shall furnish COMPANY with a Change Order Proposal which shall include but not limited to:
  - (i) a description of any necessary changes to the WORK affected by the Change Event, including any necessary addition, deletion, alteration or modification to or from such WORK;
  - (ii) CONTRACTOR's proposal for any necessary adjustments to the contract price, milestone dates as a result of the Change Event;
  - (iii) If the Change Event necessitates variation under any contracts with any subcontractors or any other companies, corresponding pricing (including price reductions) from such subcontractors and companies.
- (c) If CONTRACTOR fails to submit a Change Order Proposal in relation to a COMPANY Instruction within the time prescribed under Article 15.5(b), COMPANY may, at any time thereafter, provide a written notice to CONTRACTOR setting forth COMPANY's assessment of each of the items specified in Article 15.5(b) (a "COMPANY Instruction Assessment"). CONTRACTOR Representative shall, within ten (10) Days after receipt of such COMPANY Instruction Assessment, respond with written notice of CONTRACTOR's agreement or disagreement with the COMPANY Instruction Assessment. If CONTRACTOR does not respond to a COMPANY Assessment within ten (10) Days then



## INVITATION TO BID

### PROVISION OF OFFLOADING FLOATING HOSE INSPECTION AND MAINTENANCE SERVICES

BID NO.: WGE/HESS/CW2247922/RFQ-049



### MINOR SERVICES CONTRACT

### SECTION II - SPECIAL CONDITION OF CONTRACT

the COMPANY Instruction Assessment shall be deemed approved in full by CONTRACTOR.

- (d) CONTRACTOR's failure to notify COMPANY of a Change Event within the time prescribed under Article 15.5(b) or failure to submit a Change Order Proposal in relation to such Change Event within the time prescribed under Article 15.5(b) shall constitute a waiver and release by CONTRACTOR or any and all rights to a Change under this Article in respect of the relevant Change Event and to pursue a claim in respect of the relevant Change Event, including claims arising out of COMPANY's negligence, breach of contract or other fault or strict liability without regard to fault.
- (e) COMPANY Representative shall, as soon as practicable, but in no event later than ten (10) Days after receipt of a Change Order Proposal from CONTRACTOR, respond with written notice of COMPANY's approval or rejection of the Change Order Proposal. If COMPANY does not respond to a Change Order Proposal within such ten (10) Day period then the Change Order Proposal shall be deemed rejected in full by COMPANY. CONTRACTOR shall not delay any WORK while awaiting a response from COMPANY to the Change Order Proposal or during any Dispute regarding the rejection of a Change Order Proposal or CONTRACTOR's rights with respect to any Change Event.
- (f) If the Change Order Proposal is rejected in whole or in part by COMPANY, COMPANY shall provide reasons for such rejection. If a Change Order Proposal is rejected for failure to include the information set forth in Article 15.5(b)(i) to (iii), CONTRACTOR shall be entitled to resubmit the Change Order Proposal within ten (10) Days of receiving notice under this Article 15.5(f). If a Change Order Proposal is rejected in whole or in part for any other reason, COMPANY may refer CLIENT's rejection of such Change Order Proposal for dispute resolution; *provided, however*, that such referral shall not entitle COMPANY to delay or otherwise interfere with the conduct of the WORK under this CONTRACT (including the WORK affected by the relevant Change Event), and CONTRACTOR shall comply with any COMPANY Instructions issued in connection with the relevant Change Event.
- (g) If (i) COMPANY approves a Change Order Proposal in whole or in part under Article 15.5(e), or (ii) CONTRACTOR is held to be entitled to a Change pursuant to any resolution of a dispute, then, to the extent approved by COMPANY or set forth in the relevant resolution (as the case may be), from the date of COMPANY's approval under Article 15.5(e) or from the date of resolution (as the case may be) this CONTRACT shall be deemed to be amended in accordance with, and shall be construed in light of, such Approved Change.

15.6 *Sole Remedy.* The rights and remedies expressly set forth in this Article 15 shall be CONTRACTOR's sole and exclusive remedies with respect to the Change Events.



## **INVITATION TO BID**

### **PROVISION OF OFFLOADING FLOATING HOSE INSPECTION AND MAINTENANCE SERVICES**

**BID NO.: WGE/HESS/CW2247922/RFQ-049**



### **MINOR SERVICES CONTRACT**

### **SECTION II - SPECIAL CONDITION OF CONTRACT**

- 15.7 *Waiver.* The approval of Change Order shall constitute an irrevocable waiver and release by CONTRACTOR of any and all claims and losses, whether pursued under this Article or otherwise, with respect to the relevant Change Event of the subject matter of the Change Order Assessment, howsoever arising and howsoever related.



**INVITATION TO BID**  
**PROVISION OF OFFLOADING FLOATING HOSE**  
**INSPECTION AND MAINTENANCE SERVICES**  
**BID NO.: WGE/HESS/CW2247922/RFQ-049**



**MINOR SERVICES CONTRACT**  
**SECTION II - SPECIAL CONDITION OF CONTRACT**

**16. LOCAL CONTENT**

- 16.1 *Local Contents Requirements.* Pursuant to the Government Agreement, COMPANY shall comply with the national objective of maximizing Malaysian participation in the use of local equipment, facilities, goods, materials supplies and services required for Petroleum Operation (as defined in the Government Agreement), therefore in providing the WORK CONTRACTOR shall recognize need to:
- (a) enhance effective local, especially Bumiputra, participation in equity, management and employment;
  - (b) accelerate the transfer of technology from COMPANY or its CONTRACTOR(s) to local, especially Bumiputra firms and companies, with the objective of developing local technical and managerial capabilities;
  - (c) minimize outflow of foreign exchange;
  - (d) develop ancillary industries arising from the Services to enhance the growth of national economy; and
  - (e) use PETRONAS licensed companies.
- 16.2 *Maximising Malaysia Participation.* To meet the objectives in Article 16.1, CONTRACTOR shall:
- (a) give priority to locally manufactured goods in the purchase of equipment, facilities, goods, material supplies and services required for the WORK;
  - (b) purchase from Malaysian suppliers or manufacturers, equipment facilities, goods, material supplies, and services required for the WORK; and
  - (c) make use of services and research facilities, professional or otherwise which by Malaysians or firms or companies incorporated in Malaysia.
- 16.3 *VDP. PETRONAS Vendor Development Program ("VDP")*
- (a) Where applicable, CONTRACTOR shall procure Goods, materials, supplies and services required for the WORK from PETRONAS appointed companies under its VDP; and
  - (b) CONTRACTOR's costs of procurement of Goods, materials, supplies and services through such VDP shall be deemed inclusive in Section IV - Schedule of Rates and no additional payment shall be made to CONTRACTOR by reason of procurement from VDP vendors.
- 16.4 *Modification or Waiver.* Any waiver or modification of any portion of this Article 16 shall only be effective if reduced to writing and signed by an authorized representative of CLIENT.
- 16.5 *Claims.* CONTRACTOR shall RELEASE, DEFEND, PROTECT, INDEMNIFY, and HOLD HARMLESS COMPANY Group from and against any Claims by a Person for non-compliance with this Article 16.
- 16.6 *Audit.* COMPANY and its representatives shall have the right, in its discretion, to conduct an audit of CONTRACTOR's Group records and practices to verify compliance with this Article 16.



## INVITATION TO BID

### PROVISION OF OFFLOADING FLOATING HOSE INSPECTION AND MAINTENANCE SERVICES

BID NO.: WGE/HESS/CW2247922/RFQ-049



### MINOR SERVICES CONTRACT

### SECTION II - SPECIAL CONDITION OF CONTRACT

CONTRACTOR shall assure that COMPANY and its representatives have these rights of audit from all CONTRACTOR Group members.

#### **17. GENERAL PROVISIONS**

- 17.1 *PETRONAS approval.* The CONTRACT and any purchase order issued hereunder may be subject to and conditional upon Government approval or the approval by PETRONAS, and if such approval is not obtained, then neither Party shall have any rights or obligations arising out of or related to the CONTRACT or such purchase order.
- 17.2 *Entire Agreement; Amendments; Waiver.* This CONTRACT constitutes the entire agreement between the Parties with respect to the subject matter of the CONTRACT and supersedes all prior negotiations, discussions, agreements, and understandings, whether oral or written, relating to such subject matter. This CONTRACT may not be amended, and no rights hereunder may be waived, except by a written document signed by authorized representatives of COMPANY and CONTRACTOR. No waiver of any of the provisions of the CONTRACT shall be deemed or shall constitute a waiver of any other provisions hereto (whether or not similar) nor shall such waiver constitute a continuing waiver unless otherwise expressly provided.
- 17.3 *Authority of Executing Parties.* Each individual executing the CONTRACT represents and warrants that he or she has full right and authority to execute this instrument on behalf of COMPANY and CONTRACTOR, respectively, and to legally bind such Party to the fulfillment of all of the provisions hereof.
- 17.4 *Prior Services.* If any part of the WORK was commenced by CONTRACTOR prior to the execution of the CONTRACT, but after the Effective Date, it is understood and agreed that the CONTRACT shall apply thereto in the same manner as if made before such WORK were commenced.
- 17.5 *Assignment.* COMPANY is entitled to assign the CONTRACT (or any part of it or any benefit or interest thereunder) to any Affiliate of COMPANY without CONTRACTOR's consent. CONTRACTOR undertakes that, in the event of any assignment described above, it will execute without delay a formal assignment of interest in the CONTRACT to the relevant party, to be effective upon the written assumption by the assignee of all obligations of COMPANY under the CONTRACT. Except to an Affiliate, CONTRACTOR shall not assign the CONTRACT, in whole or in part, nor any benefit or interest in or under it, without the prior written approval of COMPANY. Any assignment made in violation of this Article 17 shall be void ab initio.
- 17.6 *Change of Control.* Should any change of control or ownership of CONTRACTOR occur with respect to CONTRACTOR's ultimate parent, COMPANY shall have the right, but not the obligation, to terminate the CONTRACT for cause.
- 17.7 *Subcontracts.* CONTRACTOR shall not subcontract the whole of the WORK. CONTRACTOR shall not subcontract any part of the WORK without the prior written approval of COMPANY. Before entering into any subcontract, whether provided for in this CONTRACT or not, COMPANY shall be given an adequate opportunity to review the form of subcontract, and any other relevant details





## INVITATION TO BID

### PROVISION OF OFFLOADING FLOATING HOSE INSPECTION AND MAINTENANCE SERVICES

BID NO.: WGE/HESS/CW2247922/RFQ-049





### MINOR SERVICES CONTRACT

### SECTION II - SPECIAL CONDITION OF CONTRACT

requested by COMPANY. When COMPANY will be required to reimburse CONTRACTOR for any sums paid to a CONTRACTOR, any agreed procedure for award of such subcontract shall be included in the relevant purchase order and COMPANY shall be entitled to review all relevant aspects of the subcontract. No subcontract shall bind or purport to bind COMPANY. CONTRACTOR shall ensure that each of its CONTRACTOR, and their respective employees and other representatives, shall be bound by and subject to all of the terms and provisions of the CONTRACT (including all applicable audit requirements, compliance requirements, insurance obligations, and indemnity provisions) and, as between COMPANY and CONTRACTOR, the acts and omissions of each CONTRACTOR shall be deemed to be the acts and omissions of CONTRACTOR under the CONTRACT. CONTRACTOR shall be liable to COMPANY for any breach of the terms and provisions of the CONTRACT by any of its Subcontractors, or their respective employees and other representatives, as if such breach had been committed by CONTRACTOR. Any subcontract made in violation of this Article 17 shall, at COMPANY's sole option and discretion, be deemed void ab initio.

If COMPANY so requests, CONTRACTOR shall assign the benefit of any one or more of its subcontracts to COMPANY. CONTRACTOR shall make reasonable endeavour to include terms providing the right to make such an assignment in its subcontracts and shall inform COMPANY in the event it is not able to obtain such rights.

- 17.8 *Successors and Assigns.* This CONTRACT shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns.
- 17.9 *Time is of the Essence.* Time is expressly declared to be of the essence of this CONTRACT. Without excusing or waiving CONTRACTOR's obligation to timely perform the WORK, CONTRACTOR shall promptly notify COMPANY when the WORK are likely to be delayed and shall undertake all actions reasonably requested by COMPANY in order to remedy any such delay, at CONTRACTOR's sole cost, unless otherwise expressly agreed by COMPANY in writing. In the event of any such delay, COMPANY reserves the right to terminate the CONTRACT and recover from CONTRACTOR all losses and costs incurred by COMPANY from such delay.
- 17.10 *No Partnership or Joint Venture.* The CONTRACT does not establish any partnership or joint venture between the Parties. Nothing in the CONTRACT should be deemed, construed or interpreted to make the Parties partners or joint ventures; to make one Party an agent or representative of the other, or to authorize either Party to bind the other to any contract or agreement.
- 17.11 Nothing herein shall be construed as creating any privity of contract between CONTRACTOR and CLIENT.

	<p style="text-align: center;"><b>INVITATION TO BID</b></p> <p style="text-align: center;"><b>PROVISION OF OFFLOADING FLOATING HOSE INSPECTION AND MAINTENANCE SERVICES</b></p> <p style="text-align: center;">BID NO.: WGE/HESS/CW2247922/RFQ-049</p>	
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**MINOR SERVICES CONTRACT**

**SECTION III – GENERAL TERMS AND CONDITIONS**

**TABLE OF CONTENTS**

ARTICLE 1	NOT USED .....	89
ARTICLE 2	SCOPE OF CONTRACT .....	90
ARTICLE 3	CONTRACTOR’S OBLIGATIONS .....	92
ARTICLE 4	COMPANY’S RIGHTS AND OBLIGATIONS .....	96
ARTICLE 5	AUTHORISED REPRESENTATIVES.....	97
ARTICLE 6	INVOICING AND PAYMENT .....	98
ARTICLE 7	LIABILITY AND INDEMNITY .....	100
ARTICLE 8	CONFIDENTIAL INFORMATION .....	103
ARTICLE 9	INTELLECTUAL PROPERTY .....	104
ARTICLE 10	ASSIGNMENT AND SUBCONTRACTING.....	105
ARTICLE 11	FORCE MAJEURE.....	106
ARTICLE 12	DURATION AND TERMINATION.....	107
ARTICLE 13	HEALTH, SAFETY AND ENVIRONMENTAL RULES AND REGULATIONS	109
ARTICLE 14	COMPLIANCE WITH LAW.....	110
ARTICLE 15	DISPUTE RESOLUTION.....	111
ARTICLE 16	VARIATION ORDER .....	112
ARTICLE 17	NOTICES AND COMMUNICATION .....	114
ARTICLE 18	REPRESENTATION AND WARRANTIES .....	115
ARTICLE 19	INSURANCES.....	116
ARTICLE 20	MISCELLANEOUS.....	119
APPENDIX 1: SCHEDULE OF RATES		
APPENDIX 2: FORM OF WORK ORDER REQUEST		
APPENDIX 3: FORM OF WORK ORDER PROPOSAL		
APPENDIX 4: FORM OF WORK ORDER		
APPENDIX 5: FORM OF WORK COMPLETION REPORT		
APPENDIX 6: FORM OF TIME SHEET		
APPENDIX 7: FORM OF VARIATION ORDER REQUEST		
APPENDIX 8: FORM OF VARIATION ORDER		







**INVITATION TO BID**  
**PROVISION OF OFFLOADING FLOATING HOSE**  
**INSPECTION AND MAINTENANCE SERVICES**  
**BID NO.: WGE/HESS/CW2247922/RFQ-049**



**MINOR SERVICES CONTRACT**  
**SECTION III – GENERAL TERMS AND CONDITIONS**

**ARTICLE 1 NOT USED**



	<p style="text-align: center;"><b>INVITATION TO BID</b></p> <p style="text-align: center;"><b>PROVISION OF OFFLOADING FLOATING HOSE INSPECTION AND MAINTENANCE SERVICES</b></p> <p style="text-align: center;"><b>BID NO.: WGE/HESS/CW2247922/RFQ-049</b></p>	
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### **MINOR SERVICES CONTRACT**

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

### **ARTICLE 2 SCOPE OF CONTRACT**

- 2.1 The scope of work to be performed by CONTRACTOR under this CONTRACT comprises the execution and completion of the WORK together with the provision and performance of all activities in relation to the WORK as well as all responsibilities and obligations as specified in the WORK ORDER or in this CONTRACT.
- 2.2 CONTRACTOR shall, upon receipt and acceptance of the WORK ORDER, provide or procure the provision to COMPANY of such WORK as required and directed by COMPANY on all relevant aspects of COMPANY's operations provided always that the WORK are performed within the stipulated time in accordance with the requirements of the WORK ORDER or this CONTRACT.
- 2.3 The WORK provided by CONTRACTOR under this CONTRACT are supplied for and shall at all times be utilized only for the benefit of COMPANY's operations.
- 2.4 COMPANY shall have the right at any time during the term of this CONTRACT, to issue WORK ORDER REQUEST to CONTRACTOR requesting for the provision of WORK by CONTRACTOR. Such WORK ORDER REQUEST shall amongst others detail:
  - (a) the scope of WORK to be performed;
  - (b) the commencement date for the performance of the WORK;
  - (c) the time frame or milestone for CONTRACTOR to complete the WORK;
- 2.5 Upon receipt of the WORK ORDER REQUEST by CONTRACTOR and if the WORK requested by COMPANY requires detailed study to be carried out, CONTRACTOR shall submit to COMPANY the WORK ORDER PROPOSAL for COMPANY's review within a time frame to be mutually agreed by the PARTIES. The WORK ORDER PROPOSAL shall include the following particulars of the WORK:
  - (a) *description of WORK to be performed in accordance with the WORK ORDER;*
  - (b) *a detailed schedule for the execution of the WORK showing the resources to be employed and significant milestones;*
  - (c) *the proposed commencement date;*
  - (d) *proposal of any independent specialist consultant or sub-consultants, if required;*  
*and*



	<p style="text-align: center;"><b>INVITATION TO BID</b></p> <p style="text-align: center;"><b>PROVISION OF OFFLOADING FLOATING HOSE INSPECTION AND MAINTENANCE SERVICES</b></p> <p style="text-align: center;"><b>BID NO.: WGE/HESS/CW2247922/RFQ-049</b></p>	
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**MINOR SERVICES CONTRACT**

**SECTION III – GENERAL TERMS AND CONDITIONS**

- (e) *the estimated value of the WORK, the man-hour rates required and other costs and expenses of the works based on Section IV (SCHEDULE OF PRICE).*
- 2.6 Upon acceptance of the WORK ORDER PROPOSAL, COMPANY shall issue WORK ORDER to CONTRACTOR confirming the provision of WORK by CONTRACTOR. Such WORK ORDER shall amongst others detail the items stipulated in Articles 2.4(a) to (c) and the cost for the WORK which shall be calculated and determined based on the agreed man-hour rates on time write basis as set out in Section IV (SCHEDULE OF PRICE).
- 2.7 Notwithstanding Articles 2.4, 2.5 and 2.6 above, COMPANY may issue its request for WORK or instructions via an electronic mail or facsimile transmission indicating the brief scope of WORK to be performed and the commencement date for the performance of the WORK if the WORK are required on an extreme urgent basis provided that COMPANY shall issue its WORK ORDER within three (3) BUSINESS DAY thereafter. In which instance if CONTRACTOR is agreeable and able to perform the WORK requested via such electronic mail or facsimile transmission, CONTRACTOR shall provide such WORK based on the electronic mail or facsimile transmission.
- 2.8 Upon completion of each WORK ORDER and its VARIATION ORDER (if any), CONTRACTOR shall submit to COMPANY a WORK COMPLETION REPORT and within seven (7) BUSINESS DAYS of receipt of the WORK COMPLETION REPORT:
- (a) in the event that the WORK have been successfully carried out, COMPANY shall sign off on the WORK COMPLETION REPORT and return the duplicate to CONTRACTOR; or
  - (b) in the event that the WORK have not been achieved or successfully carried out or were not carried out by CONTRACTOR in accordance with this CONTRACT, COMPANY shall specify the deficiencies or the incomplete items in respect of the relevant part of the WORK in writing to CONTRACTOR. CONTRACTOR shall take all necessary steps to remedy the deficiency or improve such services, at its own cost and expense provided that such services is capable of being remedied physically. Reperformance and/or rectification of the WORK by CONTRACTOR shall constitute COMPANY's sole recourse against CONTRACTOR for such remedial works under this CONTRACT provided that such reperformance and/or rectification have been carried out by CONTRACTOR in accordance with this CONTRACT.

**END OF ARTICLE 2**

	<p style="text-align: center;"><b>INVITATION TO BID</b></p> <p style="text-align: center;"><b>PROVISION OF OFFLOADING FLOATING HOSE INSPECTION AND MAINTENANCE SERVICES</b></p> <p style="text-align: center;"><b>BID NO.: WGE/HESS/CW2247922/RFQ-049</b></p>	
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### **MINOR SERVICES CONTRACT**

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

### **ARTICLE 3 CONTRACTOR’S OBLIGATIONS**

#### **3.1 General**

- (a) CONTRACTOR shall, upon receipt and acceptance of the WORK ORDER, execute and complete the WORK in accordance with the requirements of this CONTRACT and the WORK ORDER.
- (b) CONTRACTOR shall carry out the WORK in accordance with internationally recognized professional standards for similar services and with reasonable care and skill using suitably qualified, experiences and competent personnel.
- (c) CONTRACTOR shall at all times conduct the WORK in such a manner as will always safeguard and protect COMPANY’s interests.
- (d) CONTRACTOR shall ensure that the performance of the WORK complies with the requirements of this CONTRACT and the WORK ORDER issued by COMPANY.
- (e) CONTRACTOR shall gather all information reasonably required of a prudent operator and necessary for it to perform the WORK in accordance with this CONTRACT, including but not limited to information as to the nature of the WORK, local conditions and facilities, safety requirements and environmental and industrial matters.
- (f) COMPANY makes no guarantee and/or warranty as to the accuracy adequacy or sufficiency of any technical information, data, drawings, specifications or other information provided by COMPANY. CONTRACTOR shall ensure that it examines all such technical information, data, drawings, specifications or other information obtained from COMPANY to the extent that CONTRACTOR is able to examine as a prudent operator. Failure by CONTRACTOR to identify and/or discover deficiencies, omissions, contradictions or ambiguities in the said technical information, data, drawings, specifications or other information obtained from COMPANY and to obtain interpretations and/or decisions on any questions that may arise as to the intent of these documents shall not relieve CONTRACTOR of any of its obligations under this CONTRACT and the WORK ORDER.
- (g) All materials, data or information furnished to CONTRACTOR by COMPANY in relation to the WORK shall be returned to COMPANY promptly upon written request from COMPANY.
- (h) In performing the WORK, CONTRACTOR shall provide all necessary services, facilities and personnel as may be specified hereunder or under the WORK ORDER and CONTRACT.
- (i) CONTRACTOR shall comply with and shall be deemed to be aware of all applicable current laws, by-laws and regulations and any governing standards and

	<p style="text-align: center;"><b>INVITATION TO BID</b></p> <p style="text-align: center;"><b>PROVISION OF OFFLOADING FLOATING HOSE INSPECTION AND MAINTENANCE SERVICES</b></p> <p style="text-align: center;"><b>BID NO.: WGE/HESS/CW2247922/RFQ-049</b></p>	
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### **MINOR SERVICES CONTRACT**



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

codes of Malaysia and any local and any other duly constituted authority in effect at the EFFECTIVE DATE and which affect the WORK as well as shall keep itself informed of all future laws, by-laws and regulations and any other duly constituted authority which affect the WORK.

- (j) CONTRACTOR shall ensure the adequacy, correctness and consistency of all information and material supplied and submitted under this CONTRACT.

#### **3.2 Labour and Supervision**

- (a) In providing the WORK, CONTRACTOR shall assign specific personnel, suitably qualified to perform such duties and provide such WORK as may be specified in a WORK ORDER. Such personnel may be required to work at the premises of COMPANY or reside at a work site to be determined by COMPANY with the CONTRACT of CONTRACTOR and may be placed under the direct supervision of COMPANY for the duration in which the duties or assistance are performed.
- (b) CONTRACTOR's organisational chart comprising of the list of personnel assigned to the WORK together with the description of the scope of work to be performed by each of the said personnel shall be provided to COMPANY within a time frame to be mutually agreed by the PARTIES.
- (c) CONTRACTOR shall ensure that all the personnel assigned to conduct the WORK under this CONTRACT shall comply with all requirements that may be imposed by any laws, rules or regulation in so far as working in Malaysia is concerned that may be enforced at the material time.
- (d) COMPANY shall have the discretion to change or replace any of CONTRACTOR's personnel assigned to the WORK, at any time provided that prior notice is given by COMPANY to CONTRACTOR informing CONTRACTOR of such replacement or change. Any replacement must be made within a reasonable time so as not to disrupt the progress and quality of the WORK and the new personnel shall possess at least the equivalent level of qualifications, experience and competency as that of the personnel that is being replaced and such replacement shall be at the cost of CONTRACTOR.
- (e) If COMPANY considers the performance of any CONTRACTOR's personnel assigned to the WORK is incompetent or unacceptable, COMPANY may notify CONTRACTOR in writing of such instance by giving just and reasonable grounds. Upon receipt of such notice, if:
  - (i) CONTRACTOR agrees with COMPANY's grounds, CONTRACTOR shall replace such personnel within a reasonable time so as not to disrupt the progress and quality of the WORK and the new personnel shall possess at least the equivalent level of qualifications, experience and competency as that of the personnel that is being replaced and such replacement shall be at the cost of CONTRACTOR;

	<p style="text-align: center;"><b>INVITATION TO BID</b></p> <p style="text-align: center;"><b>PROVISION OF OFFLOADING FLOATING HOSE INSPECTION AND MAINTENANCE SERVICES</b></p> <p style="text-align: center;"><b>BID NO.: WGE/HESS/CW2247922/RFQ-049</b></p>	
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### **MINOR SERVICES CONTRACT**

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


- (ii) CONTRACTOR disagrees with COMPANY's grounds, the PARTIES shall mutually discuss on the next course of action to ensure that the WORK is not disrupted.
- (f) CONTRACTOR shall ensure that the personnel assigned to the WORK shall:
  - (i) familiarise and adhere to COMPANY's rules and regulations pertaining to any COMPANY's work sites and/or premises provided that a copy of such rules and regulations are furnished or make available to CONTRACTOR or its personnel by COMPANY promptly; and
  - (ii) submit to the LAW whilst carrying out the WORK.

#### **3.3 Cooperation with COMPANY**

CONTRACTOR shall cooperate with COMPANY and shall make available to COMPANY procedures, documents, systems and information which are directly relevant to the WORK which CONTRACTOR is providing.

#### **3.4 Approval and consent from COMPANY**

- (a) Statements indicating a requirement for COMPANY's approval of a document or procedure, means that for any phase of the WORK, COMPANY shall have the right to review, comment upon and/or require changes or modifications to the document or procedure in question such that it meets COMPANY's approval.
- (b) CONTRACTOR shall submit all documents which are subject to COMPANY's approval within a reasonable time frame to allow for the approval process which may entail revision and re-submittal.
- (c) Where CONTRACTOR submits any documents under this CONTRACT pursuant to Article 3.4(a) and seeks COMPANY's comments, consent or approval and if no response is received in writing within seven (7) BUSINESS DAYS from the date CONTRACTOR first submitted the document, such document shall be deemed to have received COMPANY's consent or approval or no comments, as applicable. This article is applicable to resubmission of revised documents to COMPANY by CONTRACTOR;
- (d) Whenever a consent or approval is required by COMPANY from CONTRACTOR, such consent or approval shall not be unreasonably withheld or unnecessarily delayed;
- (e) Any approval or consent given by COMPANY shall not relieve or reduce CONTRACTOR's responsibility and liability for performance of the WORK in accordance with the WORK ORDER or this CONTRACT.
- (f) If:

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**MINOR SERVICES CONTRACT**

**SECTION III – GENERAL TERMS AND CONDITIONS**



- (i) COMPANY gives CONTRACTOR a direction or instructions which CONTRACTOR is unable to perform due to the requirements of internationally accepted operating standards of a prudent operator; and
- (ii) CONTRACTOR gives COMPANY the reasons for which it is unable to perform the said direction or instruction within seven (7) BUSINESS DAYS of the direction or instructions; and
- (iii) the PARTIES do not resolve the disagreement within a further seven (7) BUSINESS DAY,

COMPANY may require CONTRACTOR to comply with its direction or instructions, and if CONTRACTOR does, CONTRACTOR shall not be responsible nor liable for loss and damages caused by the performance of that direction, unless, in performing the direction, CONTRACTOR causes loss or damage by its own negligent act, errors or omissions.

- (g) Requirements by COMPANY for revision to documents or procedures will not be accepted as basis for requests for extensions of time or fees and it is CONTRACTOR's responsibility to ensure that COMPANY is kept fully informed of CONTRACTOR's intentions at all stages of the WORK to avoid having procedures or documents rejected at the approval stage. However, if COMPANY's comments, directions, instructions, consent or approval changes the nature or the scope of WORK, adjustment of fees for the WORK or extension of time shall be given subject to mutual CONTRACT of the PARTIES.

**END OF ARTICLE 3**



	<p style="text-align: center;"><b>INVITATION TO BID</b></p> <p style="text-align: center;"><b>PROVISION OF OFFLOADING FLOATING HOSE INSPECTION AND MAINTENANCE SERVICES</b></p> <p style="text-align: center;"><b>BID NO.: WGE/HESS/CW2247922/RFQ-049</b></p>	
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**MINOR SERVICES CONTRACT**



**SECTION III – GENERAL TERMS AND CONDITIONS**

**ARTICLE 4 COMPANY’S RIGHTS AND OBLIGATIONS**

- 4.1 COMPANY shall grant CONTRACTOR’s personnel access to COMPANY’s work sites and/or premises as COMPANY may reasonably deem necessary for the performance of the WORK.
- 4.2 COMPANY shall be responsible for making payments to CONTRACTOR under this CONTRACT in accordance with Article 6 below.
- 4.3 COMPANY shall cooperate fully with CONTRACTOR and shall furnish and make available to COMPANY all procedures, documents and information which are relevant to the WORK which COMPANY has in its possession in order for CONTRACTOR to perform the WORK in accordance with this CONTRACT.
- 4.4 COMPANY shall be entitled upon giving seven (7) BUSINESS DAYS notice to CONTRACTOR, to audit or inspect any part of the WORK under the scope of work performed by CONTRACTOR, provided that such audit does not disrupt the progress of the WORK. In the event that any part of the WORK are not performed in accordance with this CONTRACT, COMPANY shall notify CONTRACTOR and CONTRACTOR shall forthwith immediately take all necessary steps to remedy the deficiency or improve such services, at its own cost and expense provided that such services is capable of being remedied physically. Reperformance and/or rectification of the WORK by CONTRACTOR shall constitute CONTRACTOR’s sole liability and costs for such remedial works under this CONTRACT.

**END OF ARTICLE 4**



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**MINOR SERVICES CONTRACT**

**SECTION III – GENERAL TERMS AND CONDITIONS**

**ARTICLE 5 AUTHORIZED REPRESENTATIVES**

- 5.1 CONTRACTOR's authorised representative shall be responsible to oversee the performance of CONTRACTOR's obligations under this CONTRACT. He shall have full authority to resolve all day-to-day matters that arise between COMPANY and CONTRACTOR under this CONTRACT.
- 5.2 COMPANY's authorised representative shall be responsible to oversee the performance of COMPANY's obligations under this CONTRACT. He shall have full authority to resolve day-to-day matters that arises between COMPANY and CONTRACTOR under this CONTRACT.
- 5.3 The PARTIES agree that:-
- (a) for the sake of expediency, there shall be a single communication point via the respective PARTIES' authorised representatives provided under Articles 5.1 and 5.2 and such notices from the PARTIES' authorised representatives shall be binding upon the PARTIES; and
  - (b) the authorised representative may be changed by the PARTIES, at any time, subject to prior written notice being given to the other PARTY.

**END OF ARTICLE 5**

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**MINOR SERVICES CONTRACT**

**SECTION III – GENERAL TERMS AND CONDITIONS**

**ARTICLE 6 INVOICING AND PAYMENT**



- 6.1 In consideration of the performance of the WORK by CONTRACTOR under this CONTRACT, COMPANY agrees to pay CONTRACTOR the rates as set out in SCHEDULE OF PRICE.
- 6.2 All costs and expenses incurred by CONTRACTOR in the performance of this CONTRACT shall be charged in accordance with SCHEDULE OF PRICE.
- 6.3 The PARTIES agree that the rates as set out in SCHEDULE OF PRICE shall not be subjected to annual escalation.
- 6.4 All the rates as set out in SCHEDULE OF PRICE shall be exclusive of all service taxes and duties in force from the EFFECTIVE DATE or any other tax of a similar nature, which may be imposed by the GOVERNMENT ENTITY, from time to time. COMPANY shall assume full and exclusive liability for payment of all such service taxes or duties.
- 6.5 In the event of any change in industry specifications, codes, standards or LAW after the EFFECTIVE DATE, all applicable rates shall be equitably increased to reflect the additional costs to be incurred by CONTRACTOR and reasonable adjustments will be made to any other provisions of this CONTRACT as appropriate, upon mutual CONTRACT of the Parties.
- 6.6 CONTRACTOR shall on a monthly basis submit its invoice to COMPANY for WORK rendered and for any amount due which has not been invoiced previously. The invoice shall be submitted by the tenth (10<sup>th</sup>) day of the month in arrears together with supporting documents, which includes but not limited to the WORK ORDER and the approved time sheets in the form as set out in APPENDIX 6 (FORM OF TIME SHEET) for the provisions of the WORK. Invoices shall indicate the WORK ORDER number and title and shall be sent and addressed to:

WOOD GROUP ENGINEERING Sdn Bhd  
XXXXX Kuala Lumpur  
Malaysia

Telephone : +603-XXXXXXX  
Facsimile : +603-XXXXXXX

Attention : Finance Manager

- 6.7 CONTRACTOR shall submit the WORK COMPLETION REPORT to COMPANY after completion of the WORK under each WORK ORDER and the VARIATION ORDERS (if any) together with the final invoice of the WORK ORDER and the VARIATION ORDERS (if any).


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**MINOR SERVICES CONTRACT**

**SECTION III – GENERAL TERMS AND CONDITIONS**

- 6.8 COMPANY shall within ninety (90) days from the date of receipt of any invoice issued by CONTRACTOR in respect of the provision of WORK pay to CONTRACTOR the undisputed amount payable pursuant to Articles 6.1 and 6.2 provided that COMPANY shall be entitled to withhold any disputed amount if it has given CONTRACTOR reasons of the dispute and of the amount involved within ten (10) BUSINESS DAYS of having received the relevant invoice. For the avoidance of doubt, COMPANY shall not withhold the undisputed amount of an invoice if only a portion of the amount in said invoice is in dispute.
- 6.9 If COMPANY is required by LAW to withhold any money payable to CONTRACTOR, COMPANY shall be entitled to deduct such monies due to CONTRACTOR pending the determination of all claims in respect of such monies provided that prior written notice is given to CONTRACTOR.
- 6.10 The payment to be made under this CONTRACT shall be made in Ringgit Malaysia currency.
- 6.11 All payment made by COMPANY to CONTRACTOR shall be made to the bank account stated in the relevant invoices submitted by CONTRACTOR to COMPANY.
- 6.12 The PARTIES agree to attempt to settle any disputed amount promptly by good faith negotiations but in the event that any disputed amount cannot be resolved within a period of thirty (30) days from the date upon which COMPANY notifies CONTRACTOR of such dispute, the dispute shall be resolved in accordance with Article 15.

**END OF ARTICLE 6**

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**MINOR SERVICES CONTRACT**

**SECTION III – GENERAL TERMS AND CONDITIONS**

**ARTICLE 7 LIABILITY AND INDEMNITY**

**7.1 CONTRACTOR's Employees**

CONTRACTOR shall assume liability for the life and well-being of CONTRACTOR's employees and other personnel retained by CONTRACTOR for the purpose of the provision of the WORK under this CONTRACT.

**7.2 Damage to CONTRACTOR's Property**

CONTRACTOR shall be absolutely liable for, and hereby indemnifies COMPANY from and against all claims in respect of all losses or damages to all properties of CONTRACTOR, or any of CONTRACTOR's personnel, employees, servants or agents.

The liability and indemnity contained in Articles 7.1 and 7.2 shall apply in full even though the injuries (including death), losses or damages were caused by or contributed to or were partly attributable to any act, omission, fault, negligence or lack of due diligence of COMPANY or any of its personnel, employees, servants or agents and CONTRACTOR shall not seek contribution from such person or persons for such reason.



**7.3 COMPANY Employees**

COMPANY shall assume liability for the life and well-being of COMPANY's employees and other personnel retained by COMPANY for the purpose of the WORK under this CONTRACT.

**7.4 Damage to COMPANY's Property**

COMPANY shall be absolutely liable for, and hereby indemnifies CONTRACTOR from and against all claims in respect of all losses or damages to all properties of COMPANY, or any of COMPANY's personnel, employees, servants or agents.

The liability and indemnity contained in Articles 7.3 and 7.4 shall apply in full even though the injuries (including death), losses or damages were caused by or contributed to or were partly attributable to any act, omission, fault, negligence or lack of due diligence of CONTRACTOR or any of its personnel, employees, servants or agents and COMPANY shall not seek contribution from such person or persons for such reason.

	<p style="text-align: center;"><b>INVITATION TO BID</b></p> <p style="text-align: center;"><b>PROVISION OF OFFLOADING FLOATING HOSE INSPECTION AND MAINTENANCE SERVICES</b></p> <p style="text-align: center;"><b>BID NO.: WGE/HESS/CW2247922/RFQ-049</b></p>	
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### **MINOR SERVICES CONTRACT**

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

#### **7.5 Indemnity to Third Parties**

Each Party shall indemnify and hold the other safe and harmless from and against all claims, proceedings, damages, expenses, liabilities, losses including costs and legal fees (on a solicitor client basis) arising out of or in connection with:-

- (a) injuries to, including death of; and
- (b) loss suffered by;

a third party including damage to property arising from or attributable wholly or in part to the performance of the WORK to the extent that such loss or damage was caused by or contributed to or was partly attributable to any act, omission, fault, negligence or lack of due diligence of the Party at fault.

#### **7.6 Subcontractors and Vendors**

CONTRACTOR shall without prejudice to its own obligations and guarantees acquire for itself from its subcontractors and vendors the best obtainable suitable indemnity and protection in respect of accidents and injuries to employees and third parties, liabilities for defects and errors, liquidated damages for delay, subcontractor and vendors default, insolvency or bankruptcy and other contingencies.

CONTRACTOR shall hold harmless and indemnify COMPANY from and against all liens, attachments or claims made against CONTRACTOR by any contractor or persons alleging to be a contractor or subcontractor and third parties in connection with or arising out of the execution of the WORK.

#### **7.7 No Relief**


Neither:-

- (a) COMPANY affecting any insurances required or permitted to be effected by it under this CONTRACT; nor
- (b) any delay or difficulty in claiming under the insurances;

shall suspend or otherwise affect or relieve CONTRACTOR from any of its obligations under this CONTRACT including without limitation its obligations under this Article.

#### **7.8 Consequential Losses**

Notwithstanding anything contained herein, neither PARTY shall be liable to the other for any claim for indirect, punitive, special, incidental or consequential damages in connection with or related to this CONTRACT (including loss of profits, savings, use, data or any other economic advantage) howsoever arising, or in respect of any misrepresentation, breach of term or condition or liability in contract, tort or otherwise, whether or not advised of the possibility of such loss.

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**MINOR SERVICES CONTRACT**

**SECTION III – GENERAL TERMS AND CONDITIONS**


7.9 CONTRACTOR's total liability with respect to all and any claims, relating to this CONTRACT whether as a result of breach of contract, warranty, indemnity, tort, strict liability or otherwise, shall not exceed:

- (a) the sum of Ringgit Malaysia Five Million (RM5,000,000); or
- (b) the value sum of the respective WORK ORDER issued under this CONTRACT;

whichever is lower for any one claim or series of claims under this CONTRACT. For the avoidance of doubt, the total liability stipulated in this clause shall not apply in the event a letter of award or formal contract is subsequently entered into between the Parties, and any such amount of total liability in such letter of award and/or formal contract shall apply and supersede the total liability in this clause.

7.10 The provisions of this Article shall survive the termination of this CONTRACT howsoever arising.

**END OF ARTICLE 7**

	<p style="text-align: center;"><b>INVITATION TO BID</b></p> <p style="text-align: center;"><b>PROVISION OF OFFLOADING FLOATING HOSE INSPECTION AND MAINTENANCE SERVICES</b></p> <p style="text-align: center;"><b>BID NO.: WGE/HESS/CW2247922/RFQ-049</b></p>	
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**MINOR SERVICES CONTRACT**

**SECTION III – GENERAL TERMS AND CONDITIONS**

**ARTICLE 8 CONFIDENTIAL INFORMATION**

- 8.1 Notwithstanding Article 12 hereunder, the RECEIVING PARTY undertakes that during the period of this CONTRACT and, at all times thereafter, it shall:-
- (a) not use any CONFIDENTIAL INFORMATION received hereunder from the DISCLOSING PARTY or a RELATED COMPANY of the DISCLOSING PARTY other than in connection with the specific WORK; and
  - (b) not disclose any CONFIDENTIAL INFORMATION to any third party other than on a need to know basis to its RELATED COMPANY and consultants and COMPANYS which need to have access to the CONFIDENTIAL INFORMATION for the purposes of performing the WORK provided such RELATED COMPANY, consultants and contractors have agreed in writing in advance to maintain confidentiality and undertake restricted use obligations no less stringent than those assumed by the RECEIVING PARTY hereunder; and
  - (c) not disclose to any other third party any such CONFIDENTIAL INFORMATION except with the DISCLOSING PARTY's prior written consent and provided that the RECEIVING PARTY shall require that such third party shall agree in writing to abide by confidentiality and restricted used obligations no less stringent than those assumed by the RECEIVING PARTY hereunder; and
  - (d) preserve and cause their respective officers, directors, employees, secondees or advisors to whom access to the CONFIDENTIAL INFORMATION has been granted to preserve the secrecy of any such CONFIDENTIAL INFORMATION in accordance with this Article.
- 8.2 The undertakings specified in this Article shall continue in so far and for so long as the CONFIDENTIAL INFORMATION in question has not:
- (a) become part of public knowledge or literature without default on the part of the RECEIVING PARTY or its RELATED COMPANY, consultants or contractors, or of the person making it public, or
  - (b) come into the lawful unrestricted possession of the RECEIVING PARTY or its RELATED COMPANY other than from the DISCLOSING PARTY; or
  - (c) been disclosed to the RECEIVING PARTY (without obligation to maintain secrecy) by a third party whose possession of such information is lawful and who is under no secrecy obligation with respect to the same.
- 8.3 For the purpose of this CONTRACT, CONFIDENTIAL INFORMATION includes CONFIDENTIAL RECORD.

**END OF ARTICLE 8**

	<p style="text-align: center;"><b>INVITATION TO BID</b></p> <p style="text-align: center;"><b>PROVISION OF OFFLOADING FLOATING HOSE INSPECTION AND MAINTENANCE SERVICES</b></p> <p style="text-align: center;"><b>BID NO.: WGE/HESS/CW2247922/RFQ-049</b></p>	
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**MINOR SERVICES CONTRACT**


**SECTION III – GENERAL TERMS AND CONDITIONS**

**ARTICLE 9 INTELLECTUAL PROPERTY**

- 9.1 Intellectual property rights in all CONFIDENTIAL INFORMATION provided by the DISCLOSING PARTY under this CONTRACT shall at all times remain the property of the DISCLOSING PARTY.
- 9.2 All intellectual property rights in any knowledge, data or information, including without limitation any software supplied or developed by CONTRACTOR or its RELATED COMPANY, under or in connection with this CONTRACT, shall, unless expressly otherwise provided, vest exclusively in CONTRACTOR or its RELATED COMPANY. CONTRACTOR hereby grants to COMPANY an irrevocable, royalty-free licence under any intellectual property rights of CONTRACTOR in information developed by CONTRACTOR in the course of rendering the WORK to use the information disclosed to it by CONTRACTOR hereunder without any restriction, unless otherwise agreed by the PARTIES.
- 9.3 CONTRACTOR shall indemnify COMPANY and hold COMPANY harmless from and against all actions, claims, demands, costs, charges, expenses and liabilities arising from any infringement or alleged infringement of letters, patent, design, copyright, trademarks or other intellectual property rights arising out of or in connection with the performance of this CONTRACT by CONTRACTOR.
- 9.4 CONTRACTOR shall promptly notify COMPANY if it is or becomes aware of any such infringement, or any matter which may give rise to a claim for infringement. In such event, COMPANY shall have the right to require CONTRACTOR, at no extra costs to COMPANY, to reasonably amend or alter the scope of the WORK or the performance thereof in such manner as to avoid infringement whether actual, alleged or potential.
- 9.5 However, it is hereby agreed by the Parties that if any information, data or know how disclosed by CONTRACTOR to COMPANY, subject to Article 9.2 above is:
- (a) covered by any intellectual property rights owned by COMPANY, and the access or use by CONTRACTOR thereof is necessary for the rendering of the WORK, COMPANY shall grant CONTRACTOR access thereto to the extent necessary to perform the WORK; and
  - (b) covered by any intellectual property rights licensed to COMPANY, COMPANY indemnify CONTRACTOR and hold CONTRACTOR harmless from and against all actions, claims, demands, costs, charges, expenses and liabilities arising from any infringement or alleged infringement of letters, patent, design, copyright, trademarks or other intellectual property rights arising out of or in connection with granting access of the said intellectual property rights to CONTRACTOR for the performance of this CONTRACT by CONTRACTOR.

**END OF ARTICLE 9**



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**MINOR SERVICES CONTRACT**

**SECTION III – GENERAL TERMS AND CONDITIONS**

**ARTICLE 10 ASSIGNMENT AND SUBCONTRACTING**

- 10.1 The PARTIES shall not assign this CONTRACT or its right and obligations arising from this CONTRACT and the PARTIES shall not permit the creation of a security interest in this CONTRACT or the PARTIES' rights hereunder, without the prior written consent of the other PARTY, such consent not to be unreasonably withheld.
- 10.2 CONTRACTOR shall not subcontract the whole or any part of the WORK without the prior written consent of COMPANY (which consent shall not be unreasonably withheld).
- 10.3 Before such consent is given by COMPANY, CONTRACTOR shall notify COMPANY on the form of the subcontract, the part of the WORK included in the subcontract and any other relevant details requested by the subcontract, save for price which CONTRACTOR is not obliged to disclose.
- 10.4 Approval of a subcontract by COMPANY shall not relieve CONTRACTOR from its responsibility towards COMPANY for performance of such part of the WORK or any of its other obligations under this CONTRACT.
- 10.5 No subcontract shall bind or purport to bind COMPANY. Nevertheless, CONTRACTOR shall ensure that the subcontract shall be no less onerous as this CONTRACT and that in particular, the subcontract shall provide the following:
- (a) immediate termination of the subcontract in the event of termination of all or a relevant part of the WORK by COMPANY;
  - (b) suspension of the subcontract in the event of suspension of all or a relevant part of the WORK;
  - (c) COMPANY's right to audit the books and records of the subCOMPANYs;
  - (d) COMPANY's rights in the event of a Force Majeure event; and
  - (e) COMPANY's right to enforce the provisions on insurance as set out in this CONTRACT.
- 10.6 COMPANY shall be entitled to attend meetings between CONTRACTOR and any of its subcontractors dealing with technical and progress matters and may instruct CONTRACTOR to convene such meetings.

**END OF ARTICLE 10**

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**MINOR SERVICES CONTRACT**

**SECTION III – GENERAL TERMS AND CONDITIONS**

**ARTICLE 11 FORCE MAJEURE**

- 11.1 Neither PARTY shall be liable to the other PARTY for any cost or otherwise, for any delay and/or failure in the execution of their respective obligations hereunder if such cost, delay or failure is due to “Force Majeure” which for the purposes of this CONTRACT shall mean any unforeseeable event or cause beyond the reasonable control and without the fault or negligence of the PARTY in question and could not have been prevented or overcome by the exercise of due diligence by the said PARTY.
- 11.2 For the purposes of this CONTRACT, the events falling within “Force Majeure” shall include but not be limited to occurrences of and consequences arising out of acts of God or forces of nature, earthquakes, tidal waves, acts of war or public enemy, riots, civil commotion, insurrections, embargo, labour disputes of whatever nature and any other reason beyond the control and without the fault or negligence of either PARTY. In no event shall lack of funds be an event of “Force Majeure”.
- 11.3 If either PARTY is prevented or delayed in the performance of any obligations, other than the payment of money, under this CONTRACT by circumstances of “Force Majeure”, the affected PARTY shall give written notice by letter or telefax thereof to the other PARTY as soon as reasonably practicable, specifying the details constituting “Force Majeure” and necessary evidence, when available, that a contractual obligation is thereby prevented or delayed from being performed and the anticipated period estimated during which such prevention, interruption or delay may continue.
- 11.4 If the Force Majeure occurrence continues for a period of more than ninety (90) BUSINESS DAYS or any other time frame mutually agreed by the PARTIES, the PARTY not claiming relief under this Article shall have the right to terminate the affected WORK ORDER upon giving fourteen (14) BUSINESS DAYS written notice of such termination to the other PARTY.

**END OF ARTICLE 11**



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**MINOR SERVICES CONTRACT**

**SECTION III – GENERAL TERMS AND CONDITIONS**

**ARTICLE 12 DURATION AND TERMINATION**

- 12.1 Unless earlier terminated in accordance with Article 12.2, this CONTRACT shall be deemed to have come into force on the EFFECTIVE DATE and shall continue in force for a period of three (3) years. This CONTRACT may be extended for such further periods and upon such terms as may be mutually agreed in writing by the Parties.
- 12.2 This CONTRACT may be terminated where:
- (a) a PARTY commits a material breach of its obligations under this CONTRACT and such default is not cured within thirty (30) days of written notice; or
  - (b) a PARTY is subject to any insolvency proceedings, reorganization or arrangement for the appointment of a receiver or trustee to take possession of its assets; or
  - (c) a Force Majeure event extends beyond ninety (90) days or such other period as may have been mutually agreed in writing by the PARTIES pursuant to Article 11.4.
- 12.3 The termination of this CONTRACT shall not prejudice the rights and obligations of any PARTY prior to such termination. The provisions of Articles 7 and 8 shall survive any termination of this CONTRACT.
- 12.4 CONTRACTOR's obligations upon termination:
- Upon the termination of this CONTRACT in accordance with Article 12.2, CONTRACTOR shall:
- (a) withdraw all its personnel from COMPANY's work sites or premises;
  - (b) promptly return to COMPANY all papers, documents, records and materials in its possession which belongs to COMPANY; and
  - (c) complete all outstanding tasks or works prior to termination.
- 12.5 COMPANY's obligations upon termination:
- Upon the termination of this CONTRACT in accordance with Article 12.2, COMPANY shall:
- (a) pay to CONTRACTOR all amounts due for the WORK provided by CONTRACTOR up to the date of termination, together with any other sums due under this CONTRACT including payment for completion of any outstanding tasks or works in relation to the WORK and any demobilization costs prior to termination; and



	<p style="text-align: center;"><b>INVITATION TO BID</b> <b>PROVISION OF OFFLOADING FLOATING HOSE</b> <b>INSPECTION AND MAINTENANCE SERVICES</b> BID NO.: WGE/HESS/CW2247922/RFQ-049</p>	
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**MINOR SERVICES CONTRACT**

**SECTION III – GENERAL TERMS AND CONDITIONS**

- (b) allow CONTRACTOR to access to COMPANY's work sites or premises for the purpose of Articles 12.4 (a) and (c).

**END OF ARTICLE 12**

	<p style="text-align: center;"><b>INVITATION TO BID</b></p> <p style="text-align: center;"><b>PROVISION OF OFFLOADING FLOATING HOSE INSPECTION AND MAINTENANCE SERVICES</b></p> <p style="text-align: center;"><b>BID NO.: WGE/HESS/CW2247922/RFQ-049</b></p>	
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**MINOR SERVICES CONTRACT**

**SECTION III – GENERAL TERMS AND CONDITIONS**

**ARTICLE 13 HEALTH, SAFETY AND ENVIRONMENTAL RULES AND REGULATIONS**

- 13.1 CONTRACTOR represents and warrants that it is fully capable of performing the WORK in compliance with and shall in all respects comply with the provisions of this CONTRACT and all applicable federal, state and local safety, health and environmental laws and regulations relevant to the performance of the WORK and in accordance with the applicable Health, Safety Guidelines and Environmental Rules and Regulations as well as with its own safety standards.
- 13.2 CONTRACTOR shall take full responsibility for the adequacy, stability and safety of all operations and methods necessary for the performance of WORK, at all times conduct the execution of the WORK so as to prevent injury to or death of personnel and damage to property and shall comply with the provisions of the applicable Health, Safety Guidelines and Environmental Rules and Regulations as well as with its own safety standards throughout the duration of this CONTRACT.
- 13.3 If CONTRACTOR or any of its personnel are not performing the WORK in accordance with the applicable Health, Safety Guidelines and Environmental Rules and Regulations, the particular activity or series of activities shall cease until the deficiency has been rectified.
- 13.2 In the event that CONTRACTOR or its agents, employees or subcontractors are involved in an accident on COMPANY's premises or if such accident occurs in any manner whatsoever while CONTRACTOR or its agents, employees or subcontractors are performing any duties within the scope of this CONTRACT, CONTRACTOR shall immediately report such accident in writing to COMPANY. The reporting of any accidents shall not imply an admission of liability on the part of COMPANY or CONTRACTOR or its agents, employees or subcontractors.

**END OF ARTICLE 13**



**INVITATION TO BID**  
**PROVISION OF OFFLOADING FLOATING HOSE**  
**INSPECTION AND MAINTENANCE SERVICES**  
**BID NO.: WGE/HESS/CW2247922/RFQ-049**




**MINOR SERVICES CONTRACT**  
**SECTION III – GENERAL TERMS AND CONDITIONS**

**ARTICLE 14 COMPLIANCE WITH LAW**

- 14.1 The Parties shall comply, and shall ensure that their directors, officers, employees and agents to comply with all applicable LAW, including, without limitation, all those pertaining to occupational health and safety.

**END OF ARTICLE 14**

	<p style="text-align: center;"><b>INVITATION TO BID</b></p> <p style="text-align: center;"><b>PROVISION OF OFFLOADING FLOATING HOSE INSPECTION AND MAINTENANCE SERVICES</b></p> <p style="text-align: center;"><b>BID NO.: WGE/HESS/CW2247922/RFQ-049</b></p>	
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**MINOR SERVICES CONTRACT**

**SECTION III – GENERAL TERMS AND CONDITIONS**

**ARTICLE 15 DISPUTE RESOLUTION**

- 15.1 The PARTIES agree to attempt to resolve all disputes arising under this CONTRACT promptly, equitably and in good faith.
- 15.2 In the event that any dispute is not resolved by discussion in accordance with Article 15.1, either PARTY may refer the dispute to senior management of the Parties for resolution.
- 15.3 In the event that any dispute is not resolved by the senior management within thirty (30) days, or such longer period as the PARTIES mutually agree in writing, either PARTY may refer the dispute to arbitration in accordance with Articles 15.4 to 15.6.
- 15.4 Any dispute or differences arising out of or in connection with this CONTRACT or the implementation of any of the provisions of this CONTRACT which cannot be settled amicably shall be submitted to arbitration before a panel of three (3) arbitrators (the “Tribunal”), with each PARTY appointing a single arbitrator and upon their appointment, the two (2) arbitrators shall jointly appoint the third arbitrator, whereupon the Tribunal shall be considered to be constituted.
- 15.5 The arbitrators shall not be a present or former employee or agent of, consultant or counsel to, either PARTY or their RELATED COMPANY.
- 15.6 The arbitration shall be held in accordance with the Rules of the Kuala Lumpur Regional Centre of Arbitration. The arbitration shall be held in Kuala Lumpur and conducted in English.
- 15.7 Any award of the arbitration shall be final and binding upon the PARTIES. The PARTIES shall have the right to apply any court having jurisdiction for leave to, and enforce, an arbitration award in the same manner as a judgment or order of the said court.

**END OF ARTICLE 15**

	<p style="text-align: center;"><b>INVITATION TO BID</b></p> <p style="text-align: center;"><b>PROVISION OF OFFLOADING FLOATING HOSE INSPECTION AND MAINTENANCE SERVICES</b></p> <p style="text-align: center;"><b>BID NO.: WGE/HESS/CW2247922/RFQ-049</b></p>	
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**MINOR SERVICES CONTRACT**

**SECTION III – GENERAL TERMS AND CONDITIONS**

**ARTICLE 16 VARIATION ORDER**

- 16.1 The PARTIES recognise and agree that in the event a VARIATION is required, such a VARIATION shall only be made in accordance with the provisions of this Article 16. Without limitation to the foregoing generality and for illustrative purposes only, the following would be regarded as giving rise to a VARIATION:
- (a) any difference or change in the characteristics of the work sites and/or premises or any other factor or circumstances external to the work sites and/or premises from those set forth in the specifications or advised by COMPANY to CONTRACTOR which would adversely affects CONTRACTOR's performance of the WORK;
  - (b) directions or instructions issued by COMPANY which would result in a change to the requirement of manpower.
- 16.2 COMPANY may, at its sole discretion, at any time, and from time to time, through the issuance of VARIATION ORDERS, instruct CONTRACTOR to alter, amend, omit, change, modify, add to, reduce or otherwise vary any part of the WORK to be performed by CONTRACTOR and CONTRACTOR shall (subject to this Article) implement the same which shall not be construed as invalidating this CONTRACT or any ancillary document but shall form part of the WORK to be performed by CONTRACTOR and CONTRACTOR shall be paid according to the amount agreed by the PARTIES.
- 16.3 Notwithstanding anything to the contrary contained in Articles 16.1 and 16.2, CONTRACTOR shall not be obliged to proceed with any VARIATION which would render the work sites or the performance of any such WORK unsafe, endanger persons at the work sites or violate any LAW.
- 16.4 In the event that CONTRACTOR believes that any instruction, interpretation, decision or other act or omission of COMPANY meets the criteria for a VARIATION ORDER, CONTRACTOR shall proceed to request COMPANY to issue a VARIATION ORDER through the issuance of a VARIATION ORDER REQUEST, providing COMPANY with:
- (a) a technical narrative/description of the work which CONTRACTOR considers constitutes the proposed VARIATION with a list of impacts/interfaces; and
  - (b) a calculation of the proposed increase in compensation payable to CONTRACTOR to undertake the proposed VARIATION and, if the proposal is based on a reimbursable costs principle or a fixed lump sum.
- 16.5 On receipt of a VARIATION ORDER REQUEST from CONTRACTOR, COMPANY shall within fourteen (14) days thereof, accept or reject it by giving reasons to CONTRACTOR. If COMPANY accepts the VARIATION ORDER REQUEST, COMPANY shall issue a VARIATION ORDER for signature by both PARTIES incorporating the terms of the VARIATION ORDER REQUEST. A VARIATION ORDER when so signed shall be binding on both PARTIES and CONTRACTOR shall effect the words provided therein on terms that the WORK shall be conducted in accordance with this CONTRACT as if the same



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**MINOR SERVICES CONTRACT**

**SECTION III – GENERAL TERMS AND CONDITIONS**

had originally been incorporated in this CONTRACT or the relevant WORK ORDER.

- 16.6 Any VARIATION ORDER under this CONTRACT or the WORK ORDER that causes a change in the compensation payable to CONTRACTOR shall include such changes in accordance with any of the following, as CONTRACTOR and COMPANY may agree:
- (a) by payment of reimbursable amount or an agreed lump sum amount; or
  - (b) by change in payment of the rates;
- 16.7 Notwithstanding anything to contrary, COMPANY shall not be obligated to issue a VARIATION ORDER in the following circumstances:
- (a) as a result of CONTRACTOR's failure to comply with the requirements of this CONTRACT or the WORK ORDER; or
  - (b) Reperformance and/or rectification of the WORK so as to achieve compliance with the requirements of this CONTRACT or the WORK ORDER; or
  - (c) Overtime work and additional personnel being put to work (unless such actions are requested by COMPANY) due to CONTRACTOR falling behind the agreed schedule for the performance of the WORK and crucial for the timely completion of the WORK in accordance with this CONTRACT or the WORK ORDER.
  - (d) Failure or misinterpretation by CONTRACTOR on information obtained from or provided by COMPANY for the purpose of preparing its SERVICE ORDER PROPOSAL
- 16.8 CONTRACTOR shall not commence implementation of any VARIATION until it has received a VARIATION ORDER or a written instruction signed by COMPANY's authorized representative under Article 5 in respect thereof unless such WORK are required to be carried out or performed by CONTRACTOR in cases of emergency and to ensure safety of personnel and/or the work sites, as determined in CONTRACTOR 's reasonable discretion. COMPANY agrees that all costs and expenses incurred therein shall be payable to CONTRACTOR upon receipt of supporting documentation from CONTRACTOR in accordance with Article 6.

**END OF ARTICLE 16**

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**MINOR SERVICES CONTRACT**

**SECTION III – GENERAL TERMS AND CONDITIONS**

**ARTICLE 17 NOTICES AND COMMUNICATION**

- 17.1 All notices to be given or made under this CONTRACT by one PARTY to the other shall be sufficiently given in the English Language and sent by electronic mail, prepaid registered post or facsimile followed by original copy or other means as may be agreed by the Parties to the addresses as follows:
- (a) **WOODGROUP ENGINEERING SDN BHD**  
XXXX  
XXXX  
XXXXXX Kuala Lumpur  
Malaysia  
Telephone : +603 XXXXXXXXX  
Facsimile : +603 XXXXXXXXX  
Attention : XXXX  
Email : XXX@COMPANY.com.my
- (b) **XXXX SDN BHD**  
XXXXXX Kuala Lumpur  
Malaysia  
Telephone : +603 XXXXXXX  
Facsimile : +603 XXXXXXXXXXXXX  
Attention : XXXXXXXXXXXX  
Email : [XXXXXXXX@XXXXXXXX.com](mailto:XXXXXXXX@XXXXXXXX.com)
- 17.2 Notices sent by prepaid registered post shall be deemed to have been received four (4) days after the time of posting, and those sent by electronic mail or facsimile shall be deemed to have been received on the day of transmission. If the electronic mail or facsimile is transmitted on a non-BUSINESS DAY, the same shall be deemed transmitted on the following BUSINESS DAY. Any PARTY may substitute or change its address by written notice to the PARTY and such notice shall be effective on the date of receipt by the addressee.
- 17.3 Unless specifically stated otherwise in this CONTRACT, any statement or communication shall be given by facsimile or other means as may be agreed by the PARTIES with transmission charges fully paid for, to the other Party at the latter's address referred to in this Article.

**END OF ARTICLE 17**

	<p style="text-align: center;"><b>INVITATION TO BID</b></p> <p style="text-align: center;"><b>PROVISION OF OFFLOADING FLOATING HOSE INSPECTION AND MAINTENANCE SERVICES</b></p> <p style="text-align: center;"><b>BID NO.: WGE/HESS/CW2247922/RFQ-049</b></p>	
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**MINOR SERVICES CONTRACT**


**SECTION III – GENERAL TERMS AND CONDITIONS**

**ARTICLE 18 REPRESENTATION AND WARRANTIES**

18.1 The PARTIES represent and warrant to each other that:

- (a) it is a corporation validly existing under the laws of Malaysia;
- (b) it has the corporate power to enter into and perform its obligations under this CONTRACT and to carry out the transactions and business contemplated by this CONTRACT;
- (c) it has taken all necessary corporate action to authorise the entry into and performance of this CONTRACT and to carry out the transactions contemplated by this CONTRACT;
- (d) it is not in default under any CONTRACT to which it is a party or by which it is bound and no litigation, arbitration, or administrative proceedings are presently current or pending which default, litigation, arbitration or administrative proceedings which may materially affect its ability to enter into and/or perform its obligations under this CONTRACT;
- (e) all information furnished by the PARTIES in connection with this CONTRACT do not contain any untrue statement or omit to state any fact the omission of which makes any statements made therein in light of the circumstances under which they are made, misleading, and are made on reasonable grounds after due and careful inquiry and the PARTIES are not aware of any material facts or circumstances that have not been disclosed under this CONTRACT which might, if disclosed adversely affect the decision of a person considering whether or not to enter into this CONTRACT;
- (f) this CONTRACT constitutes legal, valid and binding obligations of the PARTIES and is enforceable against each other in accordance with its terms; and
- (g) it has all the necessary licenses, permits, consents or approvals of all the governmental authority to perform its obligations under this CONTRACT.

**END OF ARTICLE 18**

	<p style="text-align: center;"><b>INVITATION TO BID</b></p> <p style="text-align: center;"><b>PROVISION OF OFFLOADING FLOATING HOSE INSPECTION AND MAINTENANCE SERVICES</b></p> <p style="text-align: center;"><b>BID NO.: WGE/HESS/CW2247922/RFQ-049</b></p>	
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### MINOR SERVICES CONTRACT

## SECTION III – GENERAL TERMS AND CONDITIONS

### ARTICLE 19 INSURANCES

#### 19.1 General

Without prejudice to CONTRACTOR's liabilities and responsibilities as contained elsewhere in this CONTRACT, CONTRACTOR shall procure and maintain at its own cost and expense during performance of the WORK of this CONTRACT, the following insurance applicable to its operations with respect to and for the duration of each WORK ORDER:



- (a) **Workmen's Compensation Insurance** and/or **Social Security Organisation (SOCSO)** and/or **Employer's Liability Insurance** and/or any other insurance with statutory limits as required by the laws of Malaysia to provide for payment to its employees employed on or in connection with the WORK covered by this CONTRACT and/or their dependants;
- (c) **"All Risks" Physical Damage Insurance** to cover the full replacement value of the equipment used, owned, leased or hired by CONTRACTOR.
- (d) **Comprehensive General Liability Insurance** in the amount of Ringgit Malaysia Twenty Million (RM20,000,000) for any one claim or series of claims arising out of an accident or occurrence resulting in bodily and/or personal injury (including death) to any person including death and damage or destruction to any property including COMPANY's property which shall arise out of or in consequence of CONTRACTOR's performance of the WORK. The policy shall also provide contractual liability insurance; and
- (e) Any other insurance which may be relevant and/or which may be required by law.

#### 19.2 Deductibles and Warranties

All deductibles applicable to the insurances stipulated in Article 19.1 shall be for the account of and be paid by CONTRACTOR. Any breach by CONTRACTOR of conditions and/or warranties contained in such policies of insurance shall also be for the account of CONTRACTOR.

#### 19.3 Additional Insured and Cross Liability

CONTRACTOR shall name COMPANY as additional insured in respect of the policies specified in Article 19.1(d) and shall further include a cross liability provision on the policy specified in Article 19.1 (d). All other insurances where COMPANY is not named as additional insured, CONTRACTOR shall include a waiver of all express or implied rights of subrogation against COMPANY.

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### **MINOR SERVICES CONTRACT**

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

#### **19.4 Subcontractor**

CONTRACTOR shall be responsible vis-a-vis COMPANY that any subcontractor it appoints for the purposes of performing the WORK under this CONTRACT where applicable shall take out and maintain at its own cost similar insurance as referred to in Article 19.1 above covering its liability to third parties, its personnel, owned, non-owned and hired motor vehicles, equipment, material supplies and any property of subcontractor at the sites as may be specified by COMPANY. Any deficiencies in the insurance of the said subcontractors will be the sole responsibility of CONTRACTOR.

#### **19.5 Evidence of Insurance and Cancellation**



- (a) Not later than fourteen (14) BUSINESS DAYS prior to the commencement of the WORK, CONTRACTOR shall furnish to COMPANY certified copies of Certificates of Insurance evidencing the insurance coverage required in Article 19.1 including certified copies of official receipts evidencing payment of full premium thereof. Renewal and/or extension of such certificates of insurance shall be furnished to COMPANY as and when applicable. CONTRACTOR shall cause the insurer to endorse such policies of insurance to provide COMPANY with not less than thirty (30) calendar days of cancellation or amendment thereof. If such insurance is cancelled, CONTRACTOR shall obtain other insurance at its own cost in accordance with Article 19.1.
- (b) Should CONTRACTOR at any time neglect or refuse to provide or renew any insurance required herein or should any insurance be cancelled, COMPANY shall have the right to procure such insurance and, in such event, any sum so paid by COMPANY shall immediately become due and payable to COMPANY by CONTRACTOR or COMPANY shall be entitled to deduct such sums from any monies due or which may become due to CONTRACTOR.

#### **19.6 Insuring Companies**

CONTRACTOR shall obtain the insurance described in Article 19.1 from reputable and financially secured companies licensed or incorporated in Malaysia and acceptable to COMPANY.

#### **19.7 Co-operation with Insurer**

CONTRACTOR, its subcontractors and COMPANY shall co-operate fully with the insurance carrier furnishing the insurance policies specified in Article 19.1 in the event of any claim.

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**MINOR SERVICES CONTRACT**

**SECTION III – GENERAL TERMS AND CONDITIONS**


19.8 Notice of Claim

Notice of any occurrence which may give rise to any claim for loss or damage covered under Article 19.1 above shall be given by CONTRACTOR to COMPANY, giving full details of such occurrence, without delay.

19.9 CONTRACTOR's Liability

Notwithstanding the above, the provision of all insurance shall not limit or reduce CONTRACTOR's liability and responsibility as contained elsewhere in this CONTRACT.

**END OF ARTICLE 19**

	<p style="text-align: center;"><b>INVITATION TO BID</b></p> <p style="text-align: center;"><b>PROVISION OF OFFLOADING FLOATING HOSE INSPECTION AND MAINTENANCE SERVICES</b></p> <p style="text-align: center;"><b>BID NO.: WGE/HESS/CW2247922/RFQ-049</b></p>	
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**MINOR SERVICES CONTRACT**

**SECTION III – GENERAL TERMS AND CONDITIONS**

**ARTICLE 20 MISCELLANEOUS**

**20.1 ENTIRE AGREEMENT**

This CONTRACT constitutes the entire understanding between the PARTIES and supersedes any and all previous CONTRACTs, documents and verbal understandings between the Parties with respect to the subject matter hereof.

**20.2 AMENDMENT**

No amendment or variation of the provisions of this CONTRACT shall be binding upon any Party unless it is mutually agreed in writing and executed by both PARTIES.

**20.3 WAIVER**

No waiver by any PARTY any breach of any of the covenants, provisos, conditions, restrictions or stipulations herein shall take effect or be binding upon that PARTY unless the same be expressed in writing under the authority of that party and any waiver so given shall extend to the particular breach so waived and shall not limit or affect any rights with respect to any other or future breach.

**20.4 FAILURE TO ENFORCE**



None of the rights, requirements or provisions of this CONTRACT shall be deemed waived by any PARTY by reason of any failure to enforce any right or remedy and each PARTY shall at all times have the right to require such strict compliance with this CONTRACT.

**20.5 NO PARTNERSHIP OR AGENCY**

Nothing contained or implied in this CONTRACT shall constitute or to be deemed to constitute a joint venture, partnership or principal and agent relationship between the PARTIES and neither PARTY shall have any right, power or authority to enter into any CONTRACT or undertaking for, or on behalf of, or to act as an agent or representative of, or otherwise bind the other PARTY.

**20.6 COST OF PREPARING CONTRACT**

Each PARTY shall bear its own costs and expenses incurred in connection with the preparation of this CONTRACT.

	<p style="text-align: center;"><b>INVITATION TO BID</b></p> <p style="text-align: center;"><b>PROVISION OF OFFLOADING FLOATING HOSE INSPECTION AND MAINTENANCE SERVICES</b></p> <p style="text-align: center;"><b>BID NO.: WGE/HESS/CW2247922/RFQ-049</b></p>	
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**MINOR SERVICES CONTRACT**

**SECTION III – GENERAL TERMS AND CONDITIONS**

**20.7 BINDING ON SUCCESSORS AND ASSIGNEES**

This CONTRACT shall ensure to the benefit of and shall bind the PARTIES hereto and their respective successors and permitted assignees.

**20.8 SEVERABILITY**

If any one or more of the provisions or terms herein or part thereof shall be invalid, void, illegal or unenforceable in any respect by operation of LAW or otherwise, the validity, legality or enforceability of the remaining provisions or terms or part thereof shall not in any way whatsoever be affected or impaired thereby.

**20.9 GOVERNING LAW AND JURISDICTION**

This CONTRACT shall be governed by and construed in all respects in accordance with the laws of Malaysia.

**END OF GENERAL TERMS AND CONDITIONS**