

GENERAL SERVICES CONTRACT

FOR

EMS ISO 14001 TRAINING ASSESSMENT & CONSULTANCY

BY AND BETWEEN

PT PERTAMINA HULU ENERGI OFFSHORE NORTH WEST JAVA

(COMPANY)

AND

PT SUCOFINDO PRIMA INTERNASIONAL KONSULTAN

(CONTRACTOR)

COMPANY CONTRACT REGISTER: # SC-0089

PHEO LEGAL 003

TABLE OF CONTENTS

NO.	ARTICLE	PAGE NO.
1.	DOCUMENTS	1
2.	DEFINITIONS	1
3.	SCOPE OF WORK	4
4.	TERM	4
5.	EXECUTION OF WORK	4
6.	CONTRACTOR'S PERSONNEL	5
7.	CONTRACTOR'S WARRANTY	7
8.	COMPENSATION AND PAYMENT	7
9.	AUDIT	9
10.	LIENS AND SUBCONTRACTOR CLAIMS	10
11.	TAXES	10
12.	CUSTOMS DUTIES, CHARGES, FEES, AND PERMITS	13
13.	INSURANCE AND PERFORMANCE BOND	14
14.	LIABILITIES AND INDEMNIFICATIONS	15
15.	PATENTS, COPYRIGHTS, AND TRADE SECRETS	16
16.	CONFIDENTIALITY	17
17.	SAFETY, HEALTH, AND ENVIRONMENTAL POLICY	17
18.	RELATIONSHIP OF THE PARTIES	17
19.	NOTICES	18
20.	ASSIGNMENTS AND SUBCONTRACTS	18
21.	TERMINATION	19
22.	SUSPENSION OF THE WORK	21
23.	PHE ONWJ CODE OF CONDUCT & ANTI CORRUPTION UNDERTAKINGS	21
24.	LAWS, REGULATIONS AND PERMITS	25
25.	GOVERNING LAW & LANGUAGE	25
26.	ARBITRATION	25
27.	FORCE MAJEURE	27
28.	MISCELLANEOUS PROVISIONS	28

EXHIBITS:

Exhibit A	MISCELLANEOUS INFORMATION
Exhibit B	SCOPE OF WORK
Exhibit C	COMPENSATION AND PAYMENT
Exhibit D	PERFORMANCE SCHEDULE
Exhibit E	CONTRACTOR PERFORMANCE MANAGEMENT
Exhibit F	INSURANCE
Exhibit G	STANDARD FORMS
Exhibit H	HSE PLAN & CSMS REQUIREMENTS

GENERAL SERVICES CONTRACT

FOR

EMS ISO 14001 TRAINING ASSESSMENT & CONSULTANCY

Contract Register No. SC-0089

KONTRAK JASA-JASA UMUM ini dibuat dan diberlakukan mulai hari ini, 15 Juli 2013 oleh dan antara PT PERTAMINA HULU ENERGI OFFSHORE NORTH WEST JAVA (selanjutnya "PERUSAHAAN") dan PT SUCOFINDO PRIMA INTERNASIONAL KONSULTAN (selanjutnya "KONTRAKTOR").

MENYATAKAN

BAHWA, PERUSAHAAN bergerak dalam bidang produksi minyak dan gas di Republik Indonesia dan dalam kaitannya dengan hal tersebut memerlukan jasa-jasa sebagaimana dirinci dalam dokumen ini; dan

BAHWA, KONTRAKTOR telah menyatakan bahwa dia memenuhi syarat dan mampu menyediakan jasa-jasa seperti itu;

KINI, OLEH KARENANYA, dengan mempertimbangkan janji-janji bersama dan bergantung pada ketentuan-ketentuan dalam Kontrak ini, maka PERUSAHAAN dan KONTRAKTOR dengan ini sepakat sebagai berikut:

1. DOKUMEN-DOKUMEN

Dokumen-dokumen berikut ini, dalam bentuk Lampiran-Lampiran, dilampirkan pada Kontrak ini dan menjadi bagian yang integral daripadanya:

- | | |
|------------|------------------------------------|
| Lampiran A | SERBANEKA INFORMASI |
| Lampiran B | LINGKUP PEKERJAAN |
| Lampiran C | KOMPENSASI DAN PEMBAYARAN |
| Lampiran D | JADWAL PELAKSANAAN |
| Lampiran E | MANAJEMEN PERFORMANCE KONTRAKTOR |
| Lampiran F | ASURANSI |
| Lampiran G | BENTUK SURAT STANDAR |
| Lampiran H | PERENCANAAN HSE & PERSYARATAN CSMS |

Dalam hal ada ketidaksesuaian atau konflik apapun dalam bagian utama Kontrak ini dan Lampiran yang manapun dari Kontrak ini, maka yang disebutkan terdahulu akan berlaku. Dalam hal ada ketidaksesuaian atau konflik apapun antara Lampiran-Lampiran yang manapun, maka ketentuan yang mengandung persyaratan yang lebih ketat terhadap Pihak yang bersangkutan, yang akan berlaku. Dalam hal tidak ada persyaratan yang lebih ketat, maka PERUSAHAAN akan menyelesaikan perselisihannya.

2. DEFINISI

Kata-kata yang yang memakai huruf kapital sebagaimana dicantumkan di bawah ini akan mempunyai arti berikut ini apabila dipergunakan dalam Kontrak ini :

"Afiliasi" berarti sebuah perusahaan, kongsi atau badan hukum lainnya yang mengendalikan, atau dikendalikan oleh, atau yang dikendalikan oleh sebuah badan yang mengendalikan satu Pihak. "Kendali" dalam konteks ini berarti pemilikan secara langsung atau tidak langsung dari 50% (lima puluh persen) atau lebih dari saham-saham atau hak memberikan suara dalam sebuah

This GENERAL SERVICES CONTRACT is entered into and made effective as of this 15th day of July, 2013 by and between PT PERTAMINA HULU ENERGI OFFSHORE NORTH WEST JAVA (hereinafter "COMPANY") and PT SUCOFINDO PRIMA INTERNASIONAL KONSULTAN (hereinafter "CONTRACTOR").

WITNESSETH

WHEREAS, COMPANY is engaged in the production of oil and gas in the Republic of Indonesia and in that regard requires services as specified herein; and

WHEREAS, CONTRACTOR has represented that it is qualified and able to provide such services;

NOW THEREFORE, in consideration of the mutual promises and subject to the conditions contained in this Contract, COMPANY and CONTRACTOR hereby agree as follows:

1. DOCUMENTS

The following documents in the form of Exhibits are attached to this Contract and made an integral part hereof:

- | | |
|-----------|-----------------------------------|
| Exhibit A | MISCELLANEOUS INFORMATION |
| Exhibit B | SCOPE OF WORK |
| Exhibit C | COMPENSATION AND PAYMENT |
| Exhibit D | PERFORMANCE SCHEDULE |
| Exhibit E | CONTRACTOR PERFORMANCE MANAGEMENT |
| Exhibit F | INSURANCE |
| Exhibit G | STANDARD FORMS |
| Exhibit H | HSE PLAN & CSMS REQUIREMENTS |

In the case of any inconsistency or conflict between the main body of this Contract and any of its Exhibits, the former shall prevail. In the case of any inconsistency or conflict between any of the Exhibits, the provision containing the more stringent requirement upon the Party in question shall prevail. In the absence of more stringent requirements, COMPANY shall resolve the conflict.

2. DEFINITIONS

Capitalized terms used set forth below shall have the following meanings when used in this Contract:

"Affiliate" means a company, partnership or other legal entity which controls, or is controlled by, or which is controlled by an entity which controls a Party. "Control" in this context means the ownership directly or indirectly of 50% (fifty percent) or more of the shares or voting rights in a company, partnership or legal entity.

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dan Ganti Rugi". "Hak-hak Paten, Hak Cipta dan Rahasia Dagang". "Kerahasiaan", "Hukum dan Bahasa yang Mengatur", dan "Arbitrase".

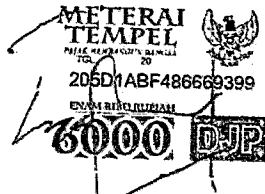
Indemnifications". "Patents, Copyrights and Trade Secrets". "Confidentiality". "Governing Law and Language" and "Arbitration".

TENTANG SEGALA SESUATU YANG TERSEBUT DI ATAS, para Pihak telah menyebabkan dilaksanakannya Kontrak ini oleh para wakil resmi mereka yang dinyatakan di bawah ini.

IN WITNESS WHEREOF, the Parties have caused this Contract to be executed by their authorized representatives shown below.

PERUSAHAAN/ COMPANY

KONTRAKTOR/ CONTRACTOR



Name: Tuhfat
Title: Service Procurement Manager

Name: Diana Susanti Moro
Title: Director

EXHIBIT B
SCOPE OF WORK
(Attached to and Part of Contract No. SC-0089)

1.0 Background

In line with COMPANY's Environmental Expectations, management committed to implement Environmental Management System (EMS) according to ISO 14001 standard to manage environmental aspect and impacts of its operations. All operation (15 sites) and 1 shorebase site have been certified ISO 14001, namely COMPANY's Shorebase, Offshore platform Bravo and Central Plant Complex since November 2002, platform Mike-Mike in 2005, Echo in 2007, Onshore Receiving Facilities located at Muara Karang & Tanjung Priok in October 2008, Onshore Receiving Facilities located at Cilamaya, Papa & Foxtrot platform in 2010. And, Zulu, Lima, KLA, Arco Ardjuna, Uniform offshore platform and onshore MB2 in 2011 and Drilling & Completion (D&C) in 2012.

The management committed to expand the scope of implement EMS ISO 1400, cover all COMPANY's activities such as TAR project, seismic, Development Project.

The commitment of COMPANY Management to implement EMS ISO 14001 is in stages due to huge area coverage and due to maintain a proper green rating. By the fact, some of EMS requirements such as regulation, roles and responsibility, training and emergency response have been already familiar.

2.0 General Description of the work

CONTRACTOR shall provide services as required by COMPANY to conduct relevant EMS ISO 14001 training, to perform EMS ISO 14001 gap assessment, to lead the EMS design and development, facilitate the EMS implementation, design promotion material, provide assistance to ensure the EMS system is maintained and meet the ISO 14001 standard requirements such as auditing and assisting management review, integrated management system (HSSEMS, HSE performance management system and design and develop PROPER programs, facilitate the PROPER programs monitoring and maintain and all compliance related to Company activities and project. The work shall be performed in accordance with terms and conditions of the Contract.

CONTRACTOR shall provide one qualified personnel act Project Leader for ISO project and PROPER for training and Project Leader to maintain the certified all sites. Each Project Leader will be assisted by one Junior Consultant to execute the works and working on behalf the COMPANY daily.

2.1 COMPANY's Operation Description

COMPANY's contract area, as its name, located offshore of North West Java. It stretches from north of Cirebon to Pulau Seribu Island, at a distance of 50 miles from shoreline. The production facilities comprise 468 producing strings, 171 producing platform, and 40 processing and service facilities. More than 1000 miles of pipeline inter-connected the production facilities.

The offshore activities are consists of 11 manned flow stations and divided into two (2) assets called;

- East asset (Bravo, Echo, Uniform & Foxtrot flow stations and Central Processing Plant platform & FSO Arco Ardjuna). This by East Operation Manager
- West asset (Zulu-Avsa, Papa, Mike-Mike, Lima and KLA flow stations) and lead by West Operation Manager.

All gas produced is sent to Onshore Receiving Facilities (ORF) Muara Karang and Tanjung Priok located at PLN site area. The main customers for gas are PLN and PGN. The other ORF is Cilamaya who serves Pupuk Kujang via Pertagas Cilamaya pipeline.

To support the oil & gas production activities, a logistic base is established in Marunda located at Kawasan Berikat Nusantara Marunda. This logistic base also serves as crew change terminal.

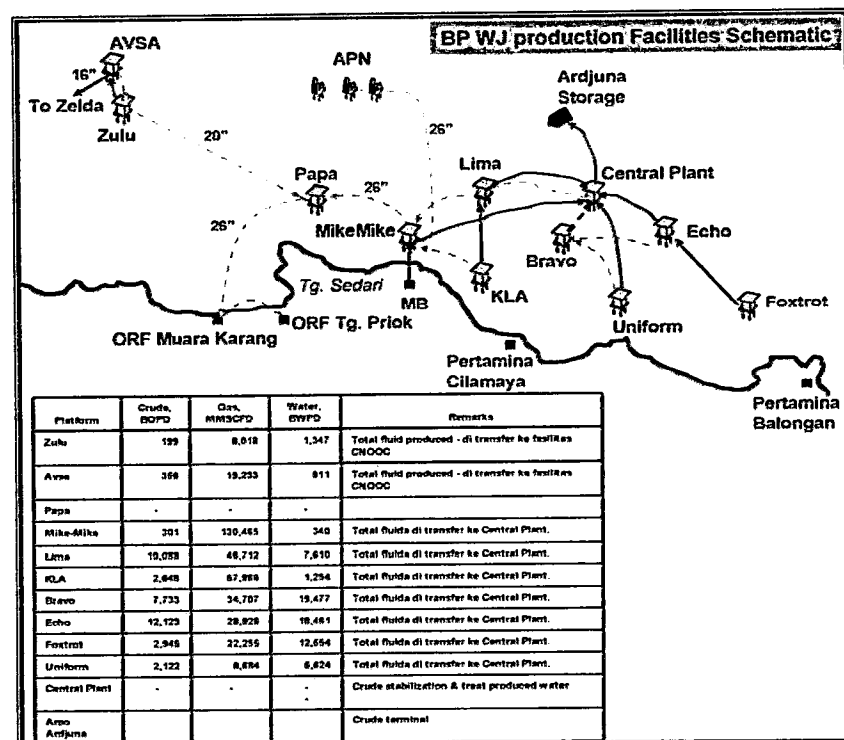


Figure 1. PHE ONWJ Production Facilities Schematic

Other Information

The environmental monitoring has been performed in the surrounding seawater for seawater quality, in the platforms themselves for air quality and noise and onshore for social and economic of local community.

The coordinates of Central Plant complex and Bravo complex are approximately 05° 54' 50" S & 107° 44' 00" E, Ecology of the both platforms is surrounded by seawater with high biodiversity, and can be considered as a fishing area for local fishermen.

Main production of ONWJ operation is crude oil, gas and LPG with total production figures from all platforms are as follows; 32,000 BOPD, 190 BBTUD of gas. The ultimate waste disposal is Marunda Shorebase, while hazardous waste will then be forwarded to PPLI as a licensed institution for hazardous waste disposal.

To support offshore activities, logistics support is done by using various marine boats/vessels and helicopter transportation.

3.0 Worksite

The Work shall be conducted at COMPANY's Jakarta Office, COMPANY's Offshore and Onshore premises, and other location as designated by COMPANY.

4.0 Detailed Description of the Work

List of the Work shall include, but not limited to the following descriptions:

4.1 TRAINING

Upon issuance of Work Order (WO), CONTRACTOR shall provide sufficient qualified personnel to perform customized EMS ISO 14001 training as described below:

4.1.1 EMS ISO 14001 Awareness, Aspect Impact, Interpretations and Implementation Training

This training shall be conducted as a 3 day workshop, which develops additional tools and frameworks for the implementation project, therefore the Project Team, whose members consist of COMPANY's designated key personnel from the respective site, will have a good understanding of the requirements of ISO 14001 standard and how to implement it successfully within the organization. All of training materials are subject to be discussed with COMPANY's Representative.

CONTRACTOR shall provide all necessary materials, handouts, certificates and other documents needed for the performance of this service. All customized training materials should be available in electronic

file and become property of COMPANY. Each participant should receive handout of training materials, booklet, training kit such as bag, t-shirt, etc. Maximum number of participants is 25. Training venue, meals, and accommodation will be COMPANY's responsibility.

4.1.2 ISO 14001 Internal Auditor Training

This 3 day training shall be conducted for designated COMPANY's employees who will be appointed as internal auditor. There will be site visit on day 3 for exercising "the real audit", however the expense related to site visit will be COMPANY's responsibility. All of training materials are subject to be discussed with COMPANY's Representative.

CONTRACTOR shall provide all necessary materials, handouts, certificates and other documents needed for the performance of this service. All customized training materials should be available in electronic file and become property of COMPANY. Each participant should receive handout of training materials, booklet and training kit such as bag, t-shirt, etc. Maximum number of participants is 25. Training venue, meals, and accommodation will be COMPANY's responsibility.

4.1.3 Other Training

CONTRACTOR shall facilitate the COMPANY's Personnel in identifying training need related environmental aspect and impact such as hazardous material handling, waste management handling, clean production, etc.

4.2 ASSESSMENT AND CONSULTANCY

The CONTRACTOR shall appoint one Junior Consultant to manage the works. He/she is responsible to execute the works as per budget and schedule and works closely with COMPANY representative to deliver the agreed scope of services. Assist the COMPANY's in meet all EMS ISO 14001 requirements but not limited to maintain environment compliance, reporting, deliver related training at site and other related to EMS.

4.2.1 CONDUCT GAP ANALYSIS and ESTABLISH EMS ISO 14001

4.2.1.1 Gap analysis EMS ISO 14001

CONTRACTOR shall facilitate COMPANY's personnel in building the EMS. He/She is responsible to assist for the following works but not limited to identify all environmental aspects and impacts of COMPANY's activities, evaluating its significance, regulations and recommendation for improvement in meet all EMS ISO 14001 requirements.

COMPANY's activities include, but not limited to production operations, drilling, seismic, TAR project, development project, products loading

and unloading, and warehouse services, as well as non routine work such as repair and maintenance work. Establish the EMS program to meet the COMPANY objectives and targets.

4.2.1.2 Establish EMS, Development and Review of sites EMS Documents and Records

CONTRACTOR shall facilitate COMPANY's personnel in developing EMS documents and records, such as Environmental Manual, Environmental Procedures, Environmental Instruction and form-form, checklist and others. CONTRACTOR shall also assist in reviewing COMPANY's Standard Operating Procedures from environmental point of view. CONTRACTOR shall evaluate the adequacy of documents according to ISO 14001 requirements.

4.2.1.3 Facilitate the EMS implementation at sites

Project Leader and Junior Consultant are responsible to lead and ensure all the EMS implementation at site as per ISO 14001 standard requirements.

- The CONTRACTOR is responsible to establish (if required), review, control and maintain all written EMS procedures and communicate the critical issues to relevant COMPANY's functions.
- Assist the COMPANY in developing the EMS program to achieve the environmental objectives and targets.
- Assist the EMRs to review and monitor the EMS implementation by facilitating the internal audit, preparation of surveillance audit, internal communication at site, assisting all nonconformity/audit findings/gaps closure action, develop report, help the annual management review meeting and other related to EMS implementation

4.2.1.4 Certification Audit Preparation

CONTRACTOR shall assist COMPANY's personnel in closing out the gaps with ISO 14001 requirements prior to surveillance audit by external auditors. This shall include facilitating COMPANY's personnel in conducting internal audit and management review. COMPANY may also ask CONTRACTOR to provide Lead Auditor to perform Consultant EMS audit in order to evaluate the adequacy and effectiveness of EMS implementation according to ISO 14001 requirements and present the results in Management Review.

4.2.1.5 Integrated between company's EMS, OHSAS 18001 AND HSSEMS Implementation

CONTRACTOR shall facilitate COMPANY's personnel in building the Integrated Management System, including HSSEMS. Project Leader and Junior Consultants are responsible to assist for the following works to develop, design and implementation of Integrated Management System.

4.2.1.6 HSE Performance Management System

CONTRACTOR shall facilitate COMPANY's HSE performance management activities, including but not limited to HSE data collection, database and HSE reporting that comply to COMPANY's Standard and Regulation.

4.2.1.7 PROPER REQUIREMENT & SETTING PROGRAM

CONTRACTOR shall appoint one Junior Consultant to manage the works. Junior Consultant is responsible to execute the Works as per budget and schedule and works closely with COMPANY representative to deliver the agreed scope of services. Assist the COMPANY's in meeting all EMS ISO 14001 requirements but not limited to maintain environment compliance, reporting, deliver related training at site and other related to EMS.

4.2.2 PRODUCE PROMOTION MATERIAL

In order to improve and maintain the environmental awareness of COMPANY employees CONTRACTOR shall develop, design and produce promotion material such as banner, poster/sticker, hand book, lesson learnt document from the existing certified areas quarterly. All of promotion materials are subject to be discussed with COMPANY's Representative. All customized promotion materials should be available in electronic file and become property of COMPANY.

5.0 CONTRACTOR's Personnel

CONTRACTOR shall provide, as necessary, a qualified team of consultants and/or auditors to perform the Work described in Contract Exhibit B "Scope of Work". In doing so, CONTRACTOR shall arrange and provide all necessary licenses and permits. COMPANY requires CONTRACTOR's personnel that perform the Work to have the following qualifications as a minimum:

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5.1 Project Leader/Senior Consultant/Trainer

- Shall have valid EMS Auditor Licenses, Internationally Approved (KAN, IRCA, EAMA, QSA, etc)
- Shall have at least above 6 years experience in EMS ISO 14001 implementation in the oil & gas industry
- Have wide and excellent understanding in the ISO 14001 implementation, proper and integrated management system.
- Have good understanding on government regulation on environmental and safety regulation
- Have experience for developing document to get green proper
- Shall have at least a bachelor's degree in Process or Environmental Engineering or Environmental Science or other relevant Engineering or Science.
- Develop strategy and annual WBS (work plan, budget and schedule) for new ISO project and existing certified site for further approve by COMPANY representative
- Supervise, ensure and monitor the implementation of the work plan

5.2 Junior Consultant/Trainer

- Shall have at least 2- 4 years experience in EMS ISO 14001 implementation in the oil & gas industry
- Have wide and excellent understanding in ISO 14001 implementation, proper and integrated management system
- Have good understanding on government regulation on environmental and safety regulation
- Having experience in HSE performance management
- Shall have valid auditor licenses
- Have knowledge on document control
- Master in Microsoft Office application
- Shall have at least a bachelor's degree in Process or Environmental Engineering or Environmental Science or Relevant Engineering or Science.

All personnel assigned as CONTRACTOR representatives shall work under the direct supervision of COMPANY. The CONTRACTOR shall provide dedicated notebook for each CONTRACTOR representative at site complete with required

system and program/software which comply with COMPANY's systems and program/software (for Junior Consultant).

All personnel assigned to work offshore shall have completed Water Survival Training. COMPANY will assist CONTRACTOR in attending the course as necessary, however all expenses related to the course will be CONTRACTOR's responsibility.

CONTRACTOR's shall responsible to provide the insurance coverage for Contractor's Personnel (for Junior Consultant) with detailed as follows:

- a. JAMSOSTEK
- b. Medical Insurance package for Contractor's Personnel, including his/her eligible dependents i.e. spouse + 3 (three) children under 21 years old or single status or full time student under the age of 25 years old (proven with statement letter from the educational institution), with maximum coverage as follows:
 - In Patient benefit: including room charge, operation, medicine, laboratory, doctor (general practitioner and specialist), etc. following the standard of relevant to IDR 500.000 ,- per package.
 - Out Patient benefit: including consultation with doctor (general practitioner and specialist), medicine, laboratory, immunization (except those provided Company) with inner limits of IDR 350.000 /visit, with maximum of IDR 3.500.000 per year per person.
 - Maternity benefit: with maximum of IDR 8.000.000 per delivery.
- c. In the event of either husband/wife is also covered by any medical insurance provided by his/her employer, Contractor's Personnel is allowed to choose whichever insurance to be used.
- d. Medical insurance and Company shall not be responsible for the following items:
 - Bodily injured caused by personal damage actions;
 - Cosmetics surgeries not caused by working accident;
 - Medical test that is not requested by Company;
 - Overseas medical treatment that is not recommended and approved by Company;
 - Herbal, traditional medicines and medical alternative's,
 - Un-prescribed medicines purchases;
 - Food supplement.

CONTRACTOR shall be responsible for providing Annual Leave Allowance and Religious Holidays Allowance (THR) for Junior Consultant in the amount of one (1) month Base Salary.

CONTRACTOR shall be responsible for providing personal protective equipments (PPE) for its personnel working offshore and specific onshore facilities. PPE shall include, but not limited to, fire retardant coverall, safety glasses, safety shoes, safety hat, hand gloves, earplug or earmuff and shall comply with COMPANY's standard.

CONTRACTOR shall be fully responsible for all of the formalities and expenses associated with the return of such CONTRACTOR's Personnel to their Point of Origin.

CONTRACTOR shall submit the list of their personnel and qualifications prior to the execution of the Contract. COMPANY reserves the right to approve or reject the proposed CONTRACTOR's Personnel.

6.0 CONTRACTOR's DELIVERABLES

CONTRACTOR shall submit and obtain COMPANY's Representative approval for the following deliverables for each of the Work conducted. COMPANY will provide report distribution list. CONTRACTOR may propose the format of the report and will be subject to COMPANY's prior approval.

6.1.1 Training

- a. List of Attendance of each training.
- b. Training Material or Handouts
- c. Training Kit
- d. Training Evaluation Report
- e. Certificates of all participants

6.1.2 Assessment and Consultancy

- a. Annual Work Plan, Budget and Schedule for New Project and Existing Certified Areas
- b. All document as required by ISO 14001 standard but not limited to EMS procedures, internal audit report, management review meeting notes and summary progress report monthly.

6.1.3 Promotion Material

- a. Banner
- b. Poster/Sticker

EXHIBIT C
COMPENSATION AND PAYMENT
(Attached and part of Contract No.SC-0089)

- 1.0 Contract Price : The Total cumulative of all services issued under this contract shall not exceed the maximum contract value of IDR 4,888,100,000 (Four Billion Eight Hundred Eighty Eight Million One Hundred Thousand Rupiah), such value being the contract price. The contract price cannot be exceeded without prior COMPANY's written approval.
- 2.0 Payment Schedule : COMPANY shall pay charges related to the Work evidenced by COMPANY's representative written approval as acceptance of the services.

3.0 Currency of Payment : IDR (Indonesian Rupiah)

4.0 Payment Method:

By wire transfer to the following bank account:

PT. Sucofindo Prima Internasional Konsultan (SPRINT Consultant)
BANK BNI 46
Cabang Tebet, Capem Sucofindo
A/C No.: 00 1736 9898

5.0 Invoicing:

Invoices will be in a form acceptable to the COMPANY and accompanied by copies of the original vouchers of such records as are necessary to properly support them, the Acceptance Certificate, and copies of the Original Work Order, shall be presented to COMPANY's Representative set forth in Exhibit A, "Miscellaneous Information", in the original and three copies. Each invoice should refer to the Contract number as indicated on the Contract. Unless specifically provided otherwise in the Contract, invoices shall be submitted on or before the tenth day of each month following the month, following the month during which Work was performed or the expense incurred. COMPANY may require that CONTRACTOR furnish COMPANY with satisfactory evidence of the validity of the submitted invoice. CONTRACTOR shall submit invoice(s) for all amounts due within 60 days of termination of this Contract. Failure to do so shall be deemed waiver of CONTRACTOR's right to such amounts due.

6.0 Price Condition

Lump Sum Price which is fully inclusive of all costs, overhead and profit for full and complete performance of the Work as described in Exhibit B, "Scope of Work", and all other duties and obligations of CONTRACTOR in accordance with the provisions of this Contract, except only those items specifically designated in this Contract as being directly furnished by COMPANY or excluded from the Lump Sum. The Lump Sum Price may be modified by Change Order or Amendment as provided for elsewhere in this Contract. The Lump Sum Price portion set forth above shall in no way be construed as a limitation on CONTRACTOR's obligation to complete the entire Scope of Work for the Lump Sum Price portion as described in the Exhibit B, "Scope of Work".

It is CONTRACTOR duty and responsibility to ensure that CONTRACTOR fully understands the Scope of Work required by COMPANY and that CONTRACTOR is fully aware of any operational constraints pertaining to the area of operations. CONTRACTOR shall explicitly detail the equipment, personnel, techniques and procedures to be used in conducting this Implementation of Environmental Management System ISO 14001 at Bravo and Central Plant and shall include all final deliverables to such effect.

COMPANY reserves the right to supervise all of process on the Work performed by CONTRACTOR and to refuse payment for any works not undertaken in accordance with the required Scope of Work. Mistakes in or conflicts that exist between this Exhibit B, Scope of Work and detail technical data and specifications, will not excuse CONTRACTOR from performing the Work required by Exhibit B, "Scope of Work", nor will it be interpreted as allowing CONTRACTOR for an additional compensation for the item.

Lump Sum Price cost assumption set forth in this Exhibit C shall include but not limited for consultant personnel costs to organize each activities and its local transportation cost (in consultant office area) including contractor benefits, profit, overhead, management, allowances, time for traveling, supervision, tools, equipment, consumables, software and secretarial, word processing and clerical services normally provided to or required by such professionals in the performance of their work.

COMPANY reserves the right to delete any work item(s) and its associated work(s) including price(s) for the Lump Sum Portion as stated above, without impact on the stated price of any other. The Lump Sum Price Portion provided shall cover also, transport, equipment, personnel, permits, clearance, data processing, study, presentation, consultation and reporting, and any other requirement to perform the work as set forth in Exhibit B, Scope of Work.