

**Exhibit I**  
**Scope of Services**

## Exhibit I

### Scope of Work

#### Provision of Waste Oil Treatment and Land restoration at BV-22 & BV-26

##### Introduction

BAPCO export pipeline experienced a significant blockage due to the accumulation of heavy crude oil. During the resumption of operations, the pipeline was flushed, resulting in the discharge of heavy crude oil into designated collection pits along the pipeline route.

The crude oil recovery process has been successfully completed at two locations (BV-26 and BV-22). However, residual crude oil, sludge, and contaminated soil remain and require proper treatment to prevent environmental degradation and ensure the safety of surrounding ecosystems

##### Crude Oil Characteristics

The crude oil involved is **DAR Blend**, a heavy and highly viscous crude. Its physical and chemical properties significantly influence its behavior, particularly in terms of soil penetration, adhesion, and resistance to natural degradation

#### Whole Crude Properties

Test Item	Method	Result
API	ASTM D287	23.9
Density@ 15°C	g/cm <sup>3</sup> ASTM D5002	0.9099
Specific Gravity@60°F	ASTM D5002	0.9104
Kinematic Viscosity@ 55 °C	mm <sup>2</sup> /s ASTM D445	226.0
Sulphur	%(m/m) ASTM D4294	0.117
Hydrogen Sulfide	mg/kg UOP 163	<1
Total Nitrogen	%(m/m) ASTM D5762	0.335
Basic Nitrogen	%(m/m) UOP 269	0.223
Organic Chloride	mg/kg ASTM D4929	<1
Flash point, PMCC	°C ASTM D93B	43.0
Pour point	°C ASTM D97	39
Carbon Residual	%(m/m) ASTM D4530	8.77
Carbon	%(m/m) ASTM D5291	85.8
Hydrogen	%(m/m) ASTM D5291	14.2
Acid number	mgKOH/g ASTM D664	3.7
Water	%(V/m) ASTM D4006	1.250
Ash	%(m/m) ASTM D482	0.028
Wax	%(m/m) UOP 46	17.2
Salt	g/m <sup>3</sup> ASTM D3230	34
Colloid	%(m/m) SH/T 0509	16.6
Asphaltene	%(m/m) IP 143	0.05
Metal	IP 501	
Fe	mg/kg IP 501	2
Ni	mg/kg IP 501	60
V	mg/kg IP 501	1
Na	mg/kg IP 501	14
Ca	mg/kg IP 501	36
Composition(C1-C5)	ASTM D6730	
Methane	%(m/m) ASTM D6730	<0.01
Ethane	%(m/m) ASTM D6730	<0.01
Propane	%(m/m) ASTM D6730	<0.01
i-butane	%(m/m) ASTM D6730	<0.01
n-butane	%(m/m) ASTM D6730	0.02
Characterisation Factor	-- UOP 375	12.3
Crude type	-- UOP 375	Paraffinic Crude Oil

##### Locations and Estimated Quantities

- **Location 1: BV-26**
  - **Location Details:** The site is located in the Paracet area, approximately 47 km from Sankat City and 120 km from the Marine

Terminal, it is situated about 4 km off the Atbara–Port Sudan Highway, with an accessible road leading to the crude collection pit.

- **Coordinate:** 18.50542° N, 36.72616° E
  - **Water Source:** The nearest water well source is located 40 km from the work site.
  - **Soil Type:** Sandy soil mixed with loamy soil.
  - **Mobile Network:** The site is covered by mobile network
  - **Pit Configuration:** The site contains two crude collection pits
- Pit A: 100 m × 70 m; **estimated contaminated volume: 3500 m<sup>3</sup> (estimated treatment quantity: 8,000 m<sup>3</sup>)**



- Pit B: 70 m × 70 m; estimated contaminated volume: 3000 m<sup>3</sup> (estimated treatment quantity: 6,000 m<sup>3</sup>)



- Total Estimated Volume at BV-26: 14,000 m<sup>3</sup>

- **Location 2: BV-22**

- **Location Details:** The site is located in the Togna area, approximately 122 km from Hayaa City and 32 km from the Pump station #6 t is situated about 4 km off the Atbara–Port Sudan Highway, with an accessible road leading to the crude collection pit.
- **Coordinate:** 18.50542° N, 36.72616° E
- **Water Source:** The nearest water source is located 90 km from the work site.
- **Soil Type:** Sandy soil mixed with loamy soil.
- **Mobile Network:** The site is covered by mobile network
- **Pit Configuration:** The site contains three ponds, each measuring 50 m x 50 m.



620



**Estimated contaminated volume: 5000 m<sup>3</sup> (estimated treatment quantity: 16,000 m<sup>3</sup>)**

### **Site Survey**

BAPCO will grant bidders access to conduct site visits prior to participation in the bidding process. Bidders are strongly encouraged to verify site conditions, quantities, and logistical requirements.

### **Objective**

The primary objective is to treat residual crude oil, sludge, and contaminated soil to an environmentally safe level (**total petroleum hydrocarbons less than 1%**) without damaging the soil properties or utilizing harmful chemicals, followed by full land restoration.

### **Scope of Work & Methodology**

#### **Standard Site Baseline Assessment:**

The Bidder shall conduct a comprehensive site investigation to assess and quantify all relevant aspects of contamination. This includes determining the volume of contaminated soil, depth and extent of contamination, degree of contamination, and soil characteristics. A detailed baseline assessment report shall be submitted to BAPCO as early as possible, prior to the commencement of any treatment activities.

#### **Remediation Management:**

The Bidder shall be fully responsible for the complete management and execution of the remediation process, including provision of labor, equipment, materials, and compliance with all safety requirements. The Bidder shall apply recognized international standards and best practices for site remediation. Periodic soil sampling shall be conducted during the treatment process to monitor the progressive reduction in contamination levels. Findings shall be reported monthly or bi-monthly, depending on the rate of progress.

#### **Closing Assessment Report:**

Upon completion of the remediation activities, the Bidder shall submit a comprehensive closing report similar in scope to the baseline assessment. This report shall detail the achieved level of treatment, changes in soil properties, and the overall effectiveness of the remediation in eliminating environmental and health hazards. The report shall also include recommendations for a post-remediation monitoring plan and outline any actions required by

BAPCO to ensure that the restored site does not pose risks to humans, wildlife, or livestock in the surrounding area.

### **Residual Crude Oil Handling**

- Collect residual crude oil from pits without increasing soil contamination.
- Use vacuum trucks or similar equipment to transfer oil into suitable containers (barrels/tanks), In coordination with BAPCO and upon obtaining the necessary permission.
- Where necessary, controlled use of water may be applied to facilitate oil separation and recovery, and avoid any further contamination of the recoverable crude oil
- Ensure no secondary contamination occurs during collection and transfer

The Bidder shall either:

- Deliver the recovered crude oil to BAPCO at designated locations, or
- Propose a commercial mechanism to account for the recovered crude oil value as a deduction from the total contract price, subject to BAPCO approval.

### **Remediation of Sludge and Contaminated Soil via In-Situ Bioremediation**

The bidder shall remediate sillage (waste liquid/oily water), sludge, and contaminated soil using in-situ methods or on-site bioremediation techniques such as biopiles, landfarming plots, or any other effective technology that does not adversely impact soil properties.

The bidder shall also arrange a site visit for any newly proposed technology to demonstrate its applicability and effectiveness

The primary objective is to restore the environment using natural processes specifically optimized for DAR Blend crude contaminants.

#### **1- Technical Execution and Optimization**

To maximize microbial activity and ensure efficient biodegradation, the Bidder shall:

- **Technique Selection:** Apply landfarming, biopile and Bioremediation techniques suitable for the specific heavy hydrocarbon characteristics of DAR Blend crude.
- **Process Control:** Maintain optimal degradation conditions by managing moisture content, temperature, and aeration (through regular turning or mechanical tilling).
- **Enhancement:** Supplement the soil with necessary nutrients, oxygen, and microbial inoculants. All additives shall be natural materials; the use of harmful chemicals is strictly prohibited.

#### **2- Environmental Protection and Compliance**

- **Baseline Standards:** Prior to the commencement of treatment, the Bidder shall analyze laboratory results from surrounding uncontaminated areas. These results shall serve as the reference for soil restoration targets.
- **Soil Integrity:** Treatment methods shall not adversely affect the physical or chemical properties of the soil.

- **Approval Process:** Any natural additives or materials proposed for use shall be formally approved by the BAPCO focal point prior to application.

### 3- Remediation Endpoint

The treatment process shall be considered complete only when the total hydrocarbon concentration is reduced to less than **1% (10,000 ppm)**, as verified by accredited laboratory analysis.

Besides TPH, the following should also be within acceptable limits:

- pH: 6 – 8.5
- Moisture content: Suitable for soil stability
- Salinity (EC): Within natural background levels
- Heavy metals: Within regulatory limits
- Soil texture: No significant degradation

### Land Restoration

- Confirm achievement of remediation targets through laboratory testing.
- Backfill treated soil where applicable Upon achieving the required soil contamination level of **<1% TPH**, the treated soil shall be considered equivalent to clean soil for the purpose of site restoration. It may be reused in restoration works; however, the treated soil shall remain on the surface layer to allow for continued natural attenuation through weathering processes.
- following engineering specifications

### Restoration, and Safety Reshaping

Upon receiving formal approval that the treated soil has met the required environmental quality criteria, the Bidder shall restore and reshape the treatment pits and their immediate surroundings in accordance with the following engineering specifications:

- **Slope Gradient for Safety:**  
The Bidder shall reshape the pits and surrounding areas to achieve a uniform, flat surface profile, ensuring safety, stability, and proper drainage, The entire pit area shall be regraded to form a flat and even surface with no steep slopes or depression
- **Elevation Control:**  
Reshaping activities shall be carried out by trimming the upper edges of the pit and/or using clean or treated fill material. The original pit depth shall not be increased under any circumstances.
- **Surface Finish:**  
The graded slopes and pit base shall be properly compacted and leveled to eliminate abrupt drops, tripping hazards, and loose soil pockets.
- **Rainwater Management:**  
The final topography of the pit shall be designed to function as a localized catchment area to promote rainwater harvesting while minimizing soil erosion.
- **Area Adjustment:**  
It is acknowledged that achieving the specified safety slopes may result in a slight

increase in the overall surface footprint of the pit. The Bidder shall prioritize safety requirements over minimizing the site area.

### **Laboratory Testing and Monitoring**

- The Bidder shall:
  - Provide an accredited laboratory for soil and sludge analysis
  - Conduct regular testing and submit reports to BAPCO
- BAPCO will:
  - Conduct independent sampling
  - Verify results through a certified third-party laboratory

### **Key Performance Indicators (KPIs)**

- Achieving target TPH  $\leq 1\%$
- Adherence to project timeline
- Compliance with HSE standards
- Quality of land restoration

### **BAPCO Obligations**

BAPCO shall:

- Facilitate security arrangements for the Contractor
- Grant the Bidder access to the designated locations (BV-26 and BV-22) as per the project schedule.
- Support coordination with relevant authorities as required.

### **Bidder Responsibilities**

The Bidder shall:

- Ensure compliance with all environmental, health, and safety regulations
- Provide qualified personnel and appropriate equipment
- Implement effective waste management practices
- Maintain proper documentation and reporting throughout the project

### **HSE Requirements**

The Bidder must adhere to strict Health, Safety, and Environmental (HSE) regulations. A detailed HSE Plan and Risk Assessment must be submitted and approved prior to mobilization. This includes proper personal protective equipment (PPE), spill prevention measures, and waste management protocols for recovered crude oil

### **Minimum requirements:**

1. **Compliance with Soil Treatment Scope**  
The bidder shall comply with the technical requirements for soil treatment as specified in the ITB.

2. **Compliance with Land Restoration Scope**

The bidder shall comply with the technical requirements for land restoration as specified in the ITB.

3. **Relevant Experience**

The bidder shall have successfully completed a minimum of three (3) similar soil treatment projects.

Supporting documents such as completion certificates, contracts, or client references shall be submitted.

4. **Availability of Equipment**

The bidder shall provide evidence of availability of the following minimum equipment:

- Two (2) Trucks
- One (1) Loader
- Two (2) Excavators

The bidder shall submit:

- Equipment ownership documents or lease/rental agreements
- Equipment list indicating model, capacity, and condition

5. **Financial Capability**

The bidder shall demonstrate adequate financial capability to execute the project.

Supporting documents such as audited financial statements or bank reference letters shall be provided.

6. **Project Schedule**

The bidder shall submit a detailed project schedule.

7. **Compliance with BAPCO HSE Standards**

The bidder shall comply with BAPCO Health, Safety, and Environmental (HSE) requirements and submit relevant HSE documentation.

8. **Compliance with BAPCO Terms and Conditions**

The bidder shall confirm compliance with BAPCO Terms and Conditions.

9. **Quality Management and Laboratory Services**

The bidder shall have a valid agreement with a certified and accredited laboratory acceptable to BAPCO.

A copy of the laboratory accreditation certificate shall be submitted.

**Exhibit II**  
**Contract Price Schedule and Payment Terms**

**EXHIBIT II**  
**Contract Price Schedules & Payment Method**

**1. Price Schedule**

NO	Description	Price Lump Sum USD
1	Provision of Oil Waste Treatment and Land Restoration for BV 22, details as per exhibit I	
2	Provision of Oil Waste Treatment and Land Restoration for BV 26, details as per exhibit I	

**2. Payment Method:**

- Payment shall as per below milestone:

Milestone	Percentage
After mobilization of equipment's and site preparation	10
Residual Crude Oil Handling	10
After soil treatment completed, lab results approved and accepted by BAPCO (TPH $\leq$ 1%–30%)	50
Land Restoration & Site Rehabilitation	15
Final Acceptance & Close-Out	15

- All price shall exclude VAT.
- All prices shall be inclusive; and shall cover all requirements as per EXHIBIT I, activities, manpower compensation, diesel, equipment, material, and all applied tax.
- All prices shall be in USD, while payment will be according to CBOS's regulations.
- Performance Bank Guarantee shall be provided according to particular terms and conditions.
- BAPCO reserves the right to split the award of this tender in whole or in part and to award the work to one or more bidders as deemed appropriate.



## **Exhibit III**

### **Administration Procedure**

**EXHIBIT III**

**ADMINISTRATION PROCEDURE**

**1. PROJECT ADMINISTRATION**

- 1.1 CONTRACTOR shall adhere to all procedures set forth herein throughout the CONTRACT duration unless given prior Approval for alternative procedures.
- 1.2 CONTRACTOR and BAPCO shall meet immediately after the execution of this CONTRACT, and from time to time thereafter, to establish time objectives and deadlines for the SERVICES.

**2. OTHER REPRESENTATIVE (S)**

In addition to the CONTRACTOR Representative, CONTRACTOR may wish to appoint other representatives for specific tasks. In such cases, the party shall notify the other party in writing of any such appointments and the authorities vested in such representatives.

**3. CORRESPONDENCE/COMMUNICATION PROCEDURES**

- 3.1 Unless otherwise specified all correspondences and transmittals shall be from CONTRACTOR Representative to BAPCO Representative and vice versa
- 3.2 Correspondence from CONTRACTOR to BAPCO Representative shall have the following standard heading format as detailed:

DATE :  
FROM :  
TO :  
FAX NO :  
ATTN :  
COPY :  
REF NO. :  
CONTRACT TITLE :  
SUBJECT : \_\_\_\_\_

- 3.3 Correspondence from BAPCO to CONTRACTOR uses the same format and shall reference CONTRACT NO: BAPCO/

**4. CHANGE ORDER MECHANISM**

- 4.1 BAPCO may request the CONTRACTOR to provide a "Change Order Proposal" for BAPCO's review and approval by submitting such request using the "Change Order".
- 4.2 CONTRACTOR shall respond to any "Change Order Request" within a period of seven (7) days unless otherwise stipulated therein.
- 4.3 When responding to a "Change Order Request" or when CONTRACTOR wishes to request a change to the SERVICES, CONTRACTOR shall prepare and submit to BAPCO a Change Order Proposal in the form set out in Attachment B to this exhibit including the

estimated reasonable additional costs, any scheduling impact, proposed payment/pricing method, milestone payment and work schedules, quotations, drawings, etc. as appropriate.

- 4.4 BAPCO shall not reimburse CONTRACTOR for the preparation of a Change Order Proposal
- 4.5 BAPCO shall not be obligated to agree to any Change Order Proposal.
- 4.6 When a Change Order is to be issued pursuant to the terms of this CONTRACT, BAPCO shall issue such Change Order in the form set out in the attachment to this exhibit.
- 4.7 In cases of extreme urgency where CONTRACTOR is unable to submit a firm cost proposal without further research, BAPCO may give written authorization for CONTRACTOR to proceed with a change to the SERVICES on the basis of a cost estimate and that cost estimate shall be the limit of CONTRACTOR's authority to proceed until CONTRACTOR is able to submit a further cost estimate for BAPCO's further approval CONTRACTOR shall submit firm costs for BAPCO approval as soon as practical.
- 4.8 Change Order Request, Change Order Proposal and Change Order shall be numbered in the format shown in the Attachments to this exhibit. Change Order Request, Change Order Proposal and Change Order related to any one matter shall all be assigned the same number.
- 4.9 CONTRACTOR shall maintain a register of Change Order Request, Change Order Proposals and Change Order that shall include the following in tabular form:
  - 4.9.1 Number and issue date
  - 4.9.2 Brief description of the relevant change
  - 4.9.3 Date received or submitted
  - 4.9.4 Date approved or rejected by BAPCO
  - 4.9.5 Effect on CONTRACT Price and Rates
  - 4.9.6 Relevant remarks

CONTRACTOR shall keep this register current and issue a copy of it regularly to BAPCO Representative.

- 4.10 CONTRACTOR shall track and follow-up on all Change Order Proposals, Change Order Request and Change Order.

## **5. REPORTING**

CONTRACTOR shall keep BAPCO fully informed on all aspects of the CONTRACT that affect the SERVICES.

## **6. WORKING LIAISON**

A meeting shall be held immediately following CONTRACT award to establish a mutually agreeable system of communications and routine procedure consistent with this CONTRACT

--- END OF EXHIBIT ---

**Exhibit IV**  
**Health, Safety & Environmental (HSE) Regulation**

**Exhibit IV**  
**HEALTH, SAFETY & ENVIRONMENTAL (HSE) REGULATION**

**1. Introduction**

- 1.1 CONTRACTOR shall be responsible for the health and safety of its employees, agents and invitees at the Worksite. CONTRACTOR shall bear the sole responsibility for maintaining in a neat, clean and safe state, the Worksite and all CONTRACTOR's machinery, equipment, facilities, supplies and operations thereon, and all other things in any way associated with or utilized in the SERVICES. At the commencement of the SERVICES and as often thereafter as may be necessary CONTRACTOR shall inspect its SERVICES' area to discover any defects, potential sources of injury or dangerous conditions and operations. CONTRACTOR shall then warn its employees, agents and invitees and BAPCO's Representative of the existence of such operations, dangers, defects or conditions and exercise reasonable diligence to correct the same.
- 1.2 CONTRACTOR shall stress the importance of safety and give a high priority to CONTRACTOR and BAPCO safety programs. CONTRACTOR shall instruct its personnel in safety rules and regulations and insist upon adherence thereto. Violation of safety rules will be cause for removal of any employee.
- 1.3 Before commencement of the SERVICES, CONTRACTOR shall establish and provide written CONTRACTOR policy on HSE which shall be of a high standard which has been signed and dated and is actively supported and endorsed by CONTRACTOR management. The policy shall be written in English. CONTRACTOR shall also provide a description of CONTRACTOR safety organization and its responsibilities.

**2. Policy on Health, Safety and Environment**

- 2.1 General Policy Statement and Objectives shall outline the following; CONTRACTOR shall conduct its operations in such a manner as to:
    - 2.1.1 Provide a safe working environment.
    - 2.1.2 Ensure the health and safety of CONTRACTOR's crew and personnel working within the CONTRACTOR directed areas of operation.
    - 2.1.3 Protect the public from injury or ill health and prevent loss or damage to properties resulting from its activities.
    - 2.1.4 Ensure and safeguard the conservation of the environment.
  - 2.2 CONTRACTOR shall demonstrate their strong commitment to HSE matters in the HSE Policy, which is of a standard comparable to BAPCO's HSE Policy. The policy shall be signed, actively supported, and endorsed by CONTRACTOR's management. It shall be evident that the policy is widely disseminated and understood among CONTRACTOR's employees and any other organization undertaken the scope for the execution of the SERVICES. The policy shall be basis to the framework for the implementation of CONTRACTOR's HSE management.
3. In addition to all specific HSE requirements stated herein, CONTRACTOR shall comply with, abide by and enforce at its sole expense the following main HSE requirements, as outlined below:

- 3.1 As part of the bid submission, CONTRACTOR shall be responsible for identifying all the HSE hazards associated with the SERVICES. Additionally, CONTRACTOR shall demonstrate to BAPCO that, in addition to having a technical ability in carrying out the SERVICES, they have a demonstrated capability in managing the HSE risk attributed to the SERVICES.
    - 3.2 On award of the CONTRACT but prior to mobilization and commencement of SERVICES, CONTRACTOR shall present for BAPCO approval, the following:
      - 3.2.1 HSE Management System Interface Document, stipulating amongst others, the arrangement for HSE management between BAPCO and CONTRACTOR during the duration of the CONTRACT;
      - 3.2.2 Project HSE Plan or safety program throughout the project durations
      - 3.2.3 Written Work Procedures/Instructions for all HSE-critical activities and tasks associated with the SERVICES.
  - 3.3 The written Work Procedures/Instruction shall, in addition to explicitly describing how the activities and tasks are to be carried out, incorporates all required HSE control and recovery measures that are necessary to avert any incidents that may arise from the execution of the HSE-critical activities and tasks.
  - 3.4 During mobilization, CONTRACTOR shall communicate, at its sole expense, all salient requirements of the HSEMS Interface Document and Project HSE Plan to the CONTRACTOR's agents, employees, and representatives who are engaged in the performance of the SERVICES.
  - 3.5 During commencement of SERVICES, the CONTRACTOR shall ensure that;
    - 3.5.1 Sufficient safety signs and posters are placed at many strategic places to educate and alert its employees, agents and invitees and comply with the same requirement. The safety signs shall be printed in languages understand by personnel at Worksite such as Arabic, Chinese and English where applicable.
    - 3.5.2 Implementation of CONTRACTOR HSE Plan.
    - 3.5.3 Ensure good housekeeping at all the SERVICES areas.
  - 3.6 For the purpose of developing the written Work Procedures/Instruction for all HSE-critical activities and tasks, and specifically for the purpose of identifying all foreseeable HSE control and recovery measures, a comprehensive HSE risk assessment shall be carried out.
4. CONTRACTOR shall comply with all applicable HSE related laws and regulations of Sudan and shall take all the necessary precaution related to or arising out of the performance of the CONTRACT in order to protect the SERVICES, the personnel and property of BAPCO, the CONTRACTOR and its employees, agents and invitees. CONTRACTOR shall warrant that they are familiar with the contents and implication of such applicable HSE laws and regulations of Sudan and comply with accordingly.
  5. In addition to all specific legal requirements stated herein, CONTRACTOR and CONTRACTOR's agents, employees, and representatives who are engaged in the performance of the SERVICES shall comply with, abide by and enforce at its sole expense any rules, regulations and standards on safety, environmental protection, fire protection and security regulations as set forth by BAPCO in its safety manuals, policies and special instructions.
  6. CONTRACTOR shall observe and comply with BAPCO Alcohol and Drug Policy but not limited to as follows;
    - 6.1 CONTRACTOR personnel neither shall nor perform any SERVICES for BAPCO while under the influence of alcohol or any controlled subtonic. CONTRACTOR personnel shall

- not misuse legitimate drugs; process or use, distribute or sell illicit or un-prescribed controlled substances or drug in BAPCO business or premises.
- 6.2 While on premises owned or controlled by BAPCO, BAPCO reserves the right to conduct searches for the possession of drugs and/or alcohol on the person, in vehicles, and in other property of CONTRACTOR and its personnel, invitee or agents. Any person who refuses to cooperate with any such search shall be removed from the premises and not permitted to return.
  - 6.3 CONTRACTOR shall require its personnel to submit to medical evaluation or alcohol or drug testing where cause exists to suspect alcohol or drug use. CONTRACTOR shall immediately remove from BAPCO's premises any of its personnel, invitee or agents who either refuse to participate in medical evaluation or alcohol or drug test, or who test positive for alcohol or another controlled substance.
  - 6.4 CONTRACTOR shall maintain strict discipline and good order among its personnel, and shall not permit any of them to engage in activities which BAPCO deems contrary or detrimental to BAPCO interests. If BAPCO should request that any personnel of CONTRACTOR or of Subcontractors be removed from BAPCO property of Worksite pursuant to this CONTRACT for any reason, CONTRACTOR shall accede to such request and shall provide acceptable replacement at no cost to BAPCO.
  - 6.5 In the event CONTRACTOR is unable to comply with these obligations, BAPCO shall have the right to terminate this CONTRACT.
7. In executing the CONTRACT, CONTRACTOR shall take good care of its employee, invitees or agents of their medical welfare and ensure the followings requirements are adhere to;
- 7.1 CONTRACTOR shall ensure that all its personnel assigned for the performance of the SERVICES are medically fit and healthy. Any medical disabilities including such disabilities which CONTRACTOR may consider will not adversely influence the person's ability to perform his role in the SERVICES should be reported to BAPCO prior to the start on the SERVICES. CONTRACTOR, if requested by BAPCO shall provide medical certificates for CONTRACTOR and its Subcontractor personnel.
  - 7.2 CONTRACTOR shall subject its key personnel and its Subcontractor personnel to regular medical examination at CONTRACTOR's cost. Records of such examination shall be made available to BAPCO on request.
  - 7.3 Subject to the other terms of this CONTRACT, CONTRACTOR shall at no cost to BAPCO be responsible for the medical welfare of its own personnel and shall take care of arrangements for medical attendance treatment or hospitalization if and when necessary and will arrange suitable insurance coverage for such contingencies.
  - 7.4 Adequate number of First Aid and survival equipment including resuscitation units are to be placed at strategic points, be inspected regularly and prescription drugs are to be certified by pharmacist and kept under lock and stocks replenished. Drugs can only be administered with the consent of the competent or authorized person.
  - 7.5 CONTRACTOR shall ensure that public health standards are applied and observed at all BAPCO premises and locations which shall include but not limited to personal hygiene practices especially for proper food handling in catering, tidiness and cleanliness of work places and accommodation.
8. Notwithstanding the above to all HSE requirements stated herein, CONTRACTOR shall comply with, abide by and enforce at its sole expenses the BAPCO Driving Safety Policy requirements throughout its duration of the CONTRACT in conjunction with BAPCO Driving Safety Procedures. CONTRACTOR shall ensure the followings requirements are adhered to;
- 8.1 CONTRACTOR shall ensure that its employee, invitee or agent who is driving the land transport vehicle while working in Block 3 & 7 BAPCO operations shall have attended Defensive Driving Course (DDC) and possess the validity of such course throughout the commencement of the SERVICES.
  - 8.2 CONTRACTOR, prior to mobilization and commencement of the SERVICES shall submit a complete details of the drivers, authorized driving personnel and total number of vehicles to be part of the SERVICES to BAPCO HSE Department. Such details shall include the name of driver or authorized driving personnel, driver's age, status of driving license and Defensive Driving Course, vehicle model and registration numbers.

While the list of such details may not be exhaustive at the time of submission as there will be additional numbers expected in the future, CONTRACTOR shall update the record with BAPCO HSE Department from time to time.

- 8.3 A driver without possesses valid Defensive Driving Course will be stopped from continuing his driving until such compliance is adhered to.
  - 8.4 The CONTRACTOR, at any circumstances upon the request from BAPCO to nominate its employees or agents to join "Defensive Driving Course" training organized by BAPCO for the purpose of the abovesaid compliance shall put the effort to fulfill the request and all the relevant training charges shall be borne by the CONTRACTOR in accordance with the current BAPCO accounting practices.
  - 8.5 CONTRACTOR at its sole expenses also, must ensure each of its vehicles that are operating in BAPCO's operations for the purpose of the commencement of the SERVICES shall be fitted and installed with a Speed Limiter device. The device shall be regulated with accordance to permissible speed that differ between heavy vehicles and light vehicles. Speed Limiter shall be of approved type recommended by BAPCO HSE Department.
  - 8.6 Any vehicle found to be not in compliance with Speed Limiter requirement will be removed from BAPCO's operations until full compliance adhered.
  - 8.7 BAPCO's representative shall have the right to inspect the details of CONTRACTOR's driving personnel to comply to the above herein and/or remove the CONTRACTOR's driver, its invitees or agents including the vehicles from BAPCO's operations found not in compliance with these regulations and stern penalty will be strictly exercised to the CONTRACTOR employees, invitees or agents respectively in congruence with BAPCO Driving Safety Procedure.
  - 8.8 CONTRACTOR shall demonstrate its efforts and commitments and comply to BAPCO's Driving Safety including the installation of Speed Limiter and Defensive Driving Course. CONTRACTOR is therefore encourage to add-in relevant projected costs deduced to comply to these regulations in the their bid for the CONTRACT.
9. BAPCO's representative shall have the right, but not the obligation, to prohibit the commencement of the SERVICES or to stop any part of the SERVICES in progress if the equipment, personnel, or SERVICES conditions are considered to be unsafe or not in compliance with BAPCO's rules and regulations.
  10. On completion of the SERVICES, CONTRACTOR shall deliver to BAPCO satisfaction the HSE CLOSE-OUT REPORT in a format and meeting such technical content as specified by BAPCO.

**Exhibit V**  
**Performance Bank Guarantee Format**



**Exhibit V**

**PERFORMANCE BANK GUARANTEE FORMAT**

To: **BASHAYER PIPELINE COMPANY LIMITED**, a company incorporated under the laws of Dubai, having a registered branch under the law of the Republic of Sudan and address Al-Mugran district, Petrodar Tower, B. O. Box: 11778, Khartoum- Republic of Sudan (hereinafter referred to as "BAPCO").

1. Pursuant to a contract for \_\_\_\_\_, Contract No. \_\_\_\_\_ (hereinafter referred to as the "CONTRACT") effective from \_\_\_\_\_ between BAPCO and \_\_\_\_\_ (hereinafter referred to as "CONTRACTOR"), the CONTRACTOR agreed to perform certain SERVICES in accordance with the CONTRACT.
  
2. In response to the request made by CONTRACTOR, we (*Name of Banker* :)

\_\_\_\_\_

(hereinafter called the "Guarantor") hereby irrevocably and unconditionally guarantee the sum of U. S. Dollars \_\_\_\_\_ in favour of BAPCO, that being the amount of financial guarantee required for the CONTRACT. The sum shall, at the option of BAPCO, be drawable in U.S.Dollars or any convertible currency(ies) and shall become payable by us immediately on first demand by BAPCO without proof or conditions and notwithstanding any contestation or protest by the CONTRACTOR or any other third party. The rate of exchange to be applied by the Guarantor when converting U.S. Dollars to a different currency of payment shall be the best exchange rate available for the transaction at or about seven (7) a.m. GMT on the day that funds are wired by Guarantor to BAPCO and if such day is not a banking day for the Guarantor on the following day for the Guarantor. Any foreign exchange gain or loss incurred as a result of currency conversion from US Dollars shall be at BAPCO's account. BAPCO may demand all or part of the guaranteed amount. Any part of the guaranteed amount which is undrawn may be drawn by BAPCO in a subsequent demand or demands.

3. The Guarantor shall not be discharged or released from this guarantee by any agreement made between the CONTRACTOR and BAPCO with or without the consent of the Guarantor unless such agreement expressly and explicitly provides for such release. Additionally, the Guarantor shall not be discharged or released from this guarantee by any alteration in the obligations undertaken by the CONTRACTOR or by any forbearance whether as to payment, time, performances or otherwise, or by any change in name or constitution of BAPCO or the CONTRACTOR.
  
4. This guarantee is a continuing security and accordingly shall remain valid until six (6) months after the end of the duration of the CONTRACT and any extension thereto.
  
5. The Guarantor agrees that this guarantee is given regardless of whether or not the sum outstanding is occasioned by loss, damages, costs, expenses or otherwise incurred by BAPCO and whether or not the sum outstanding is recoverable by legal action or arbitration.

IN WITNESS whereof this guarantee has been duly executed by Guarantor the \_\_\_\_\_ day of \_\_\_\_\_ 2026\_\_

For and on behalf of \_\_\_\_\_

Name:  
Designation:

Banker's Seal:  
Address:

- - - END OF EXHIBIT - - -

## Exhibit VI

# Contract Expenses Report





**EXHIBIT VI**  
**CONTRACT EXPENSE REPORT**

**Scope**

This procedure covers the mandatory use of a Contract Expenses Report (CER) to be attached to each Contract/Price Agreement/Service Orders that requires progressive payment. The CER will include cumulative listings, and total of all invoices submitted against Contract/Price Agreement/Service Orders. BAPCO Contract/Price Agreement/Service Orders will include the requirement for this form i.e. CER to be submitted by the Contractor with each invoice. ARP (Finance) will maintain a file for each such Contract/Price Agreement/Service Orders so as to validate each billing.

**Purpose**

- To ensure that all disbursements are covered by a valid, current Contract/Price Agreement/Service Orders prior to any work being performed.
- To better control amounts and time spent on each Contract/Price Agreement/Service Orders by monitoring total cumulative spending and thus avoid over runs over of Contract/Price Agreement/Service Orders approved value.
- To ensure the proper level of approvals for, not only the individual invoices, but for the total amount of the Contract/Price Agreement/Service Orders.
- To enable better control of small amounts but, perhaps, significant Contractor volumes.
- To pay Contractors on a more timely basis through streamlining of the approval of such invoices.
- To provide comfort to the signing officers that the disbursement is properly within the time and amounts authorized in advance.
- To provide ample time for contract holder/user departments to prepare for Change Orders, contract amendments, exercise extensions options or even prepare a new Contract/Price Agreement/Service Orders if needed.

**Responsible**

The Procurement department is responsible for ensuring that a valid Contract/Price Agreement/Service Orders exists or is created, which clearly includes the requirement for the Contractor to submit a CER with each invoice.

The Contractor is responsible for submitting an updated, current CER with each invoice.

The User department is responsible for ensuring the Service/ Equipments/ Materials & Spares Parts are received as per the Contract. Also the User department is responsible for requesting Contract Extensions, Change Orders, Contract Amendments or exercise extension option when contract duration (period) or contract value runs out.

ARP will ensure the attachment of the CER with each invoice, and the accuracy of that CER. ARP will notify User Dept & Procurement when the total amount spent reaches a pre-determined portion (70%) of the total Contract/Price Agreement/Service Orders Service Value or 3-6 months before the expiry dates Contract/Price Agreement/Service Orders whichever is earlier to ensure all expenditures are committed with valid Contract/Price Agreement/Service Orders.

Responsible		Task
Procurement	1	Execute Contract/Price Agreement/Service Orders as per Procurement procedures, but now includes the requirement for the Contractor to submit a CER with each invoice. Provides soft and hard copy to Contractor.
Contractor	2	Attaches a copy of the updated, current CER with each invoice. Completes the form fully, ensuring that each invoice is included, and that a cumulative total is checked against total approved value.



**EXHIBIT  
CONTRACT EXPENSE REPORT**

<b>Responsible</b>		<b>Task</b>
Contract Holder/Contract Administrator/User Department/ Verifier	3	Verifies and ensure the goods/services received are as per the contract including back charges items (if any) to third parties. All back charges items to third parties (if any) to be clearly marked/identified in the CER. Also verifies and approves the invoice, as per Invoice Processing Procedure, after review of the CER. Signs as evidence of verification.
Contract Holder/Price Agreement/Service Orders Administrator	4	Responsible to monitor the status of the Contract/Price Agreement/Service Orders and to initiate Contract Extensions, Change Orders and Contract Amendments.
ARP	5	Verifies the CER against previous CER, and against the invoice to ensure there are no adding errors or omissions. Signs form as verified. Keeps a copy of the CER in Contractor file for future reference. Forwards the invoice, with CER attached, to the appropriate line dept. verifiers and approvers. Ensures appropriate notice is given to both the line department and Contract/Price Agreement/Service Orders Administrator, if the expiry date of the Service Agreement is near or if the cumulative total has reached 70% of the estimated Contract/Price Agreement/Service Orders value. To issue the appropriate debit notes to recover all back charges items (if any).
Contract Holder/User Department/Contract Administrator	6	Initiate the required action when the total amount spent reaches a pre-determined portion (70%) of the total Contract/Price Agreement/Service Orders Service Value or 3-6 months before the expiry dates Contract/Price Agreement/Service Orders whichever is earlier by either exercising the Extension option if any, prepare Change Orders and Contract Amendments or prepare TC paper for a new contract.

A sample of the CER tracking format is attached as Appendix 1 to this Exhibit . Contractor is hereby required to adhere to the format set forth in this Appendix 1 in submitting invoices. Any subsequent changes to this format will be notified by BAPCO to Contractor.

**APPENDIX 1 TO EXHIBIT**

<b>BAPCO PIPELINE COMPANY CONTRACT EXPENSE REPORT (CER)</b>						
<b>Effective with Contract / Price Agreement / Service Orders commencement date, Contractor shall provide this fully completed reconciliation of expense tracking on the approved Contract/Price Agreement/Service Orders or when presenting an invoice for payment. One copy must accompany invoice.</b>						
DATE OF REPORT				(MMDDYY)		
CONTRACT NO.AND TITLE						
CONTRACTOR NAME - AS ON CONTRACT						
ORIGINAL APPROVED CONTRACT VALUE (ACV)						
CHANGE ORDER NO: _____ and VALUE						
REVISED ACV (Total maximum ACV can be spent)						
CONTRACT PERIOD						
DURATION OF CONTRACT (from, to)						
ITEM NO.	MONTH OF WORK	INVOICE DATE	INVOICE No.	INVOICE AMOUNT	TOTAL CUMULATIVE COST (show currency clearly)	
					Amount	% of ACV/Revised ACV
1						
2						
3						
4						
5						
6						
7						
8						
9						
10						
CUMULATIVE TOTAL SPENT						
TOTAL ACV / REVISED ACV						
BALANCE AVAILABLE						
<b>REMARKS</b>			<b>User Signature:</b>		<b>Reported by: Contractor</b>	
			<b>Name:</b>			
			<b>Dept:</b>			
			<b>Date:</b>			
			<b>Verified by</b>		<b>Name :</b>	
			<b>BAPCO ARP staff</b>		<b>Title :</b>	
			<b>Date:</b>		<b>Date :</b>	

CC: **Contract / Price Agreement / Service Orders Administrator, BAPCO**  
 CC: **End User dept., BAPCO**  
 CC: **BAPCO ARP vendor file**

END OF EXHIBIT ...