

1. General Terms and Conditions:-

- **Instruction To Tenderers (specific terms)**

Daleel Petroleum LLC (CLIENT) is an Upstream Oil Production Company, PO: Box 543, Code 112, operating its Daleel Oilfield – Wadi Aswad Concession, Onshore Sultanate of Oman, 450 km from the Capital Muscat Governorate. Having its office at Al-Khuwair OGC-Building.

This written communication and contact is intended to be and serve as PURCHASE INQUIRY in the form of REQUEST FOR QUOTATION (RFQ). Upon receipt of this RFQ, the clarifications required by the INVITEE for the purpose of preparing His Quotation should be clearly drafted as Queries and forwarded to CLIENT. Upon receipt of the Queries, CLIENT will, as soon as possible, clarify them. The following shall be observed:

- The tender shall consist of **Two sealed (Technical) without pricing and One sealed Commercial** and shall be submitted strictly in accordance with these instructions to tenderers for one type of pipes make and should be *approved mill*.
- Preparation and submission of the Quotation shall be at no charge to CLIENT; neither if the Order has been awarded to the Bidder, nor if not. The same shall apply in case the Purchase/Tender has been postponed/cancelled by CLIENT before issuing of the Order. Any & all documents, originals &/or copies, submitted by the Bidder to CLIENT for the purposes of and against the RFQ shall be the sole right of CLIENT and will not be returned back to the Bidder.
- CLIENT reserves the right to accept or not accept your Quotation and to accept other than the lowest price Quotation, without being bound to assign any reason in any case whatsoever.
- This RFQ shall constitute an integral part of the CLIENT Order's terms/conditions. The terms/conditions contained here in the RFQ shall finally be concluded either same as existing or amended/added to/deleted partially or wholly or otherwise etc. These changes shall only be via & vide written documents post-dated to the RFQ's date hereof and duly approved, authenticated, attested by both CLIENT and the Bidder; which will be the eventual Vendor.
- **Secrecy and confidentiality:** The Bidder shall not disclose any of the information contained herein to any other party or any 3rd party without prior written consent of CLIENT. Subcontractors shall be exposed to the extent related to their preparation of their Quotations to the Bidder.
- **Language:** English.
- **Force Majeure:** Neither CLIENT nor the Vendor shall be responsible for any failure in performing the obligations provided for herein when such failure is due to force majeure. Neither party shall be liable to the other for any loss or damage arising as a result of circumstances beyond the control of the failing party. Such circumstances shall include, but not be limited to, acts of God, wars (declared/undeclared), civil disturbances, insurrections, governmental restrictions, prohibitions or enactments of any kind, import/export regulations, strikes, violences, lockouts, fires, accidents, etc.
- **Law and Arbitration:** Omani.

I Prices & Payment:

- i **Prices:** CIF (Cost, Insurance & Freight) – to Muscat Office, Sultanate of Oman; inclusive of and covering all costs and charges (Ex-work, Packing/Crating; Legalization; Handling (abroad); Transport (abroad); Cranage/haulage; Seafreight; etc).
- ii *Order prices shall be fixed and remain unchanged for the entire period of the Order. Unless otherwise specifically stated and/or provided for, no price increment shall be allowed even if there is global prices/costs escalation.
****Prices should be in MTRs/ PCS**
- iii **Currency:** R.O.
- iv **Payment:** TT remittance, 100%, Within 45 days after receipt of Vendor's Invoice which shall be submitted to CLIENT after Delivery.

II Delivery:

- i **Date of Delivery:** Ex-Stock will be much preferred.
- ii **Delivery Time:** Bidder shall clearly specify and mention:
 - **Ex-work Time:** required by the mill to complete manufacture.
 - **Freight/Transport Time:** to Destination (DALEEL)
- iii **Place of Delivery:** Muscat Warehouse or Daleel Field , IBRI, Sultanate of Oman (TBA).
- iv **Partial Delivery:** is allowed and acceptable, unless otherwise agreed upon by both parties.
- v **Liquidated Damages Penalty (Penalty against Late/Delayed Delivery):** charge 0.1% per day upto a maximum of 5%. Thereafter, CLIENT shall reserve the right of cancellation/termination of the Order. Notwithstanding the above, if the delay caused by the Vendor resulted in, in CLIENT opinion, severe damage or business interruption, etc., then CLIENT may at anytime after the agreed due delivery date cancel the Order, bearing no costs or charges.

III Technical:

- i **Specifications** are and shall be as per the attached technical document and. CLIENT Specifications set out and laid down shall be strictly adhered to. Deviation from/ alternation to CLIENT Specifications are not acceptable.
- ii **Delivery Allowance:** +2%, -0%.
- iii Material shall be brand-new and Bidder shall provide the following information for the material:
 - Name of Manufacturer.
 - Country of Origin.
 - Date of manufacturing.
 - Port of Loading.

- iv** Mill's CHECK will be considered by CLIENT as **final**, Mill's CERTIFICATION for INSPECTION, TEST, ETC., shall be submitted to CLIENT upon Delivery.
- v** **3rd Independent Party Inspection & Certification**, if asked by CLIENT, will be at CLIENT cost. The Quotation should not include it and/or for it, but its cost may be quoted optional.
- IV** The Vendor shall be fully responsible for the Consignment until Destination (In this case: Daleel Oilfield, Ibri, Sultanate of Oman).
- V** **Warranty:** 12 months from Delivery.