

CONTRACT

عقد

Nº: DRL/453/2021/22/MBK : DRL/453/2021/22/MBK : رقم

FOR

**WORKOVER RIG SERVICES** 

خدمات أبار النفط

BETWEEN

بین

MABRUK OIL OPERATIONS

مبروك للعمليات النفطية

AND

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NATIONAL OIL WELLS DRILLING AND WORKOVER الشركة الوطنية لحفر وصياثة آبار النفط "NWD"



# APPENDIX 4 REMUNERATION

**WORKOVER RIG SERVICES** 

CONTRACT
DRL/453/2021/22/MBK

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#### 1 GENERAL

CONTRACTOR will in general only be remunerated for the completed part of SERVICES; CONTRACTOR's remuneration will be in accordance with terms and conditions of CONTRACT.

The remuneration will be the amounts due and calculated based on the applicable rates and fees set out in this Appendix 4.

The rates and fees are expressed and will be paid 100% in United States Dollars (USD) and shall remain fixed during OPERATIONAL PERIOD unless otherwise provided for in CONTRACT.

All CONTRACTOR's expenses related to HS(S)E & Q under the CONTRACT shall be included in the rates quoted in Appendix 4 of CONTRACT

CONTRACTOR is deemed to have obtained all relevant information affecting the performance of SERVICES and accounted for all circumstances related to the performance of SERVICES and included for such within his Prices, Rates and Fees detailed herein.

CONTRACTOR'S Prices, Rates and Fees include, but are not limited to, the performance of SERVICES, all costs linked to CONTRACTOR EQUIPMENT and CONTRACTOR PERSONNEL, logistics, support, maintenance, taxes, insurance, etc.

All Prices, Rates and Fees provided in CONTRACT to compensate CONTRACTOR EQUIPMENT, inclusive of rates for tools selected from any Price/Tool list inside/outside the CONTRACT, CONTRACTOR'S Price List(s) and/or other sources, are inclusive of back-up tool(s) of the same generation or equivalent and specialist(s) technician, unless otherwise specified Any item invoiced by CONTRACTOR and not listed in this Appendix 4, will not be remunerated by

COMPANY unless COMPANY'S prior consent.

#### 2 REMUNERATION

#### 2.1 LUMP-SUM FEES(Sub-Article 4.1 of CONTRACT main body)

	DESCRIPTION	Amount in USD
1.	MOBILISATION FEE (in accordance to Sub-Article 4.1.1 of CONTRACT main body)  Due when RIG is on first LOCATION, ready to perform the operations.	350,000
2.	DEMOBILISATION FEE (in accordance to Sub-Article 4.1.2 main body) This will be due only if the RIG does not have a contract within three (3) months after the Actual COMPLETION DATE	130,000
3.	OTHER FEES (IF ANY)	Not Applicable

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#### 2.2 RATES (Sub-Article 4.2 of CONTRACT main body):

#### 2.2.1 OPERATIONAL RATES(Sub-Article 4.2.1 of CONTRACT main body)

#### 2.2.1.1 OPTION (1) WORKING 12 HOURS BASIS

	DESCRIPTION	Amount in USD
1.	Base Rate T 12 h/d	11,350 USD/day >> (or pro-rata)
2.	Fork lift rate 12 h/d	400 USD/day >> (or pro-rata)
3.	Fuel for 12 h/d Applies only when Base Rate applies	780 USD/day >> (or pro-rata)
4.	Operations Suspension rate 12 h/d RIG waiting to move to a new LOCATION i.e. operations suspended between 2 operations	10,215 USD/day >> (or pro-rata)

#### 2.2.1.2 OPTION (2) WORKING 24 HOURS BASIS

	DESCRIPTION	Amount in USD
1.	CONTRACTOR PERSONNEL Mobilisation (Lump Sum)	120
2.	CONTRACTOR PERSONNEL Demobilisation (Lump Sum)	120

#### (\*For Extra crew Fifteen (15) days notice will be given to CONTRACTOR to allow timely mobilization)

	DESCRIPTION	Amount in USD
1.	Base Rate T 24 h/d	14,450 USD/day >> (or pro-rata)
2.	Fork lift rate 24 h/d	500 USD/day >> (or pro-rata)
3.	Fuel for 24 h/d Applies only when Base Rate applies	1,040 USD/day >> (or pro-rata)
4.	Operations Suspension rate 24 h/d RIG waiting to move to a new LOCATION i.e. operations suspended between 2 operations	13,000 USD/day >> (or pro-rata)

#### Note:

Should Operations Suspension period last for more than Seven (7) days, COMPANY may decide to decrease the number of CONTRACTOR PERSONNEL.

#### 2.2.1.3 MOVING RATES

Between two LOCATIONS, the following moving rates will apply. Moving allowed by daylight only.

	DESCRIPTION	Amount in USD
1.	Moving lump sum:	20,000 USD/rig move
2.	Per Km above 5 km up to 15 km	1,000 USD/km
3.	Per Km above 15 km up to 25 km	1,250 USD/km
4.	Per Km above 25 km	1,500 USD/km

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#### 2.2.1.4 CAMP RATE

CONTRACTOR shall provide food and accommodation for CONTRACTOR PERSONNEL and COMPANY PERSONNEL on WORKSITE at his own cost. Any food and accommodation provided by CONTRACTOR for COMPANY PERSONNEL and for COMPANY's contractors personal in excess of nine (9) per day, as per the personnel on WORKSITE list which is reported daily, shall be invoiced COMPANY as following:

Accommodation including breakfast	Lunch	Dinner	Full day's food and accommodation
45 USD /Person/Day	15 USD /Person/Day	15 USD /Person/Day	75 USD /Person/Day

#### 2.2.2 REDUCED RATES (Sub-Article 4.2.2)

#### 2.2.2.1 STAND-BY Rate (Sub-Article 4.2.2.a)

STAND-BY Rate is defined in CONTRACT Sub-Article 4.2.2.a STAND-BY Rate is equal to Fifty percent (50%) of Base Rate(s) T.

STAND-BY Rate due to weather is defined in CONTRACT Sub-Article 4.2.2. STAND-BY Rate is equal to Twenty percent (20%) of Base Rate(s) T.

#### 2.2.2.2 FORCE MAJEURE RATE

FORCE MAJEURE Rate is defined in Contract Sub-Article 4.2.2. FORCE MAJEURE Rate is equal to Thirty percent (30%) of Base Rate(s) T.

#### 2.2.2.3 REDUCED PERFORMANCE RATE

REDUCED PERFORMANCE Rate is defined in Contract Sub-Article 4.2.2. REDUCED PERFORMANCE Rate is equal to Eighty percent (80%) of Base Rate(s) T.

#### 2.2.2.4 BREAKDOWN RATE

BREAKDOWN Rate is defined in Contract Sub-Article 4.2.2. BREAKDOWN Rate is equal to zero.

#### 2.2.2.5 REMEDIAL OPERATION RATE

- For the first 12 hours:

Base Rate T

- Between 12 and 24 hours:

90% Base Rate T

- Above 24 hours:

80% x Base Rate T

#### 2.2.2.6 STOP FOR PREVENTIVE MAINTENANCE RATE

#### STOP FOR PREVENTIVE MAINTENANCE is equal to:

For the first 6 hours	Base Rate T
After 6 hours	Rate Zero

Such provisions shall apply to the cumulative period of STOP FOR PREVENTIVE MAINTENANCE for one or several occurrences during any calendar month.

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#### 2.3 Additional RIG MODIFICATIONS

CONTRACTOR may raise a list of RIG MODIFICATIONS in order to comply with the CONTRACT Appendix 2 (Specifications). If such RIG MODIFICATIONS are necessary, CONTRACTOR will provide COMPANY with the total cost (c), and the cost breakdown. RIG MODIFICATIONS will be launched on COMPANY sole approval.

Total cost for RIG MODIFICATIONS (if any): NOT APPLICABLE

2.4 ADDITIONAL SERVICE CHARGES (Sub-Article 4.3)

### 2.5 REIMBURSABLE CHARGES(Sub-Article 4.4)

CONTRACTOR shall be reimbursed at documented cost for products, consumables and the like, purchased by CONTRACTOR at COMPANY's request and upon presentation of invoices and satisfactory supporting documents.

# 3 REDUCTION (INCREASE) OF PERSONNEL

The unit rates hereinafter, by category or group of categories of CONTRACTOR's PERSONNEL in case of CONTRACTOR's PERSONNEL reduction or increase.

The unit rates hereinafter shall apply for the reduction (increase) of CONTRACTOR's PERSONNEL per individual on WORKSITE at a given time. No charge shall be applied for CONTRACTOR's PERSONNEL during their days-off.

	Unit rate per day	
Category or position or title	permanent on	Mob. / demob. Fee per round
	WORKSITE USD	trip USD
Tool Pusher	420	3000
Night Pusher	350	1000
Driller/WO	275	1000
Assistant Driller/WO	275	1000
Derrick Man	175	1000
Floor Man	100	1000
Roustabout	75	1000
Mechanic	275	1000
Electrician	275	1000
Welder	250	1000
Crane/Forklift Operator	100	1000
Medic	150	1000
HSE Advisor	500	1000
Truck Driver	75	1000

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# 4 ADDITIONAL SERVICE CHARGE FOR CONTRACTOR'S EQUIPMENT, PERSONNEL, MATERIALS, PRODUCTS AND SERVICES

Description	Unit Price (USD)
Swab Tank Less Than 100 bbls	200/Day
Swab Tank Over Than 100 bbls	300/Day
Swab Mandrel /Saver Head	200/Day
Oil Saver Rubber	45/Each
Pipe Dope	250 / pail
3-1/2" Pipe Wiper Rubber	95/Each
2-3/8" - 2-7/8" Swab Cups	42/Each
3-1/2" Swab Cups	75/Each
2-7/8" OD DP GREAD G W/2-7/8"IF Conn.	0.90/Foot
2-7/8" OD slim hole GREAD G 2-3/8"IF Conn	0.90 /Foot
3-1/2" OD DP GREAD G+E W/3-1/2"IF Conn.	0.90/Foot
5" OD DP GREAD E W/ 4-1/2"IF Conn	1.10/Foot
5" OD G DP READ S W/ 4-1/2"IF Conn	1.10/Foot

#### 5 LIQUIDATED DAMAGES

#### 5.1 DELAY IN MEETING THE COMMENCEMENT DATE:

The Liquidated Damages per day will be equal to fifty per cent (50 %) of the Base Rate(s) T.

#### The amount of these Liquidated Damages shall be limited to 15 days at (50 %) of the Base Rate(s) T.

#### 5.2 NON AVAILABILITY OF CONTRACTOR'S EQUIPMENT

If at any time an item of the RIG's equipment listed in Appendix 1 is not available on the WORKSITE and the CONTRACTOR cannot produce evidence that such item was lost or damage recently in the course of the performance of the SERVICES, then CONTRACTOR shall at COMPANY's discretion credit COMPANY the rental rate for such item as per price list of a recognised rental service company plus two hundred and fifty (250) US Dollars per day (the rental rate + US\$ 250/day) calculated from the COMMENCEMENT DATE or the latest date that such item was verified as being on the WORKSITE until actual arrival of this item on the WORKSITE.

Liquidated Damages shall not exceed 5% of total contract value.

#### 6 ESTIMATED CONTRACT VALUE

The estimated Contract Value is noted below. No commitment is made by COMPANY regarding the quantities itemized below.

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Designation	Fee or Rate (1) USD	QTY (2)	Total (USD) (1) x (2)
Mobilisation	350,000	1	350,000
Demobilisation	130,000	1	130,000
Rig Modifications	N/A		
Base Rate T 12h/d	11,350	200	2,270,000
Fork lift rate 12h/d	40	200	80,000
Fuel for 12h/d	780	200	156,000
Personnel mobilization/demobilization for 24 h working hours basis	16,000	2	32,000
Base Rate T 24h/d	14,450	60	867,000
Fork lift rate 24h/d	500	60	30,000
Fuel for 24 h/d	1,040	60	62,400
Rig move of 15 km:		0	
Lump sum first 5 km:	20,000	65	1,300,000
10 km above 5:	30,000	20	600,000
ESTIMATED CONTR	ACT VALUE FOR ONE YEAR	R	5,877,400
ESTIMATED TOTAL CON	NTRACT VALUE FOR TWO Y	EARS	11,754,800

## 7 REIMBURSEMENT OF LOST OR DAMAGED "IN HOLE EQUIPMENT"

Lost in Hole value will be negotiated based on new replacement cost and taking into account the usage of lost equipment and depreciation, based on manufacturer/supplier documentation.

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