



Nebras Energy Q.P.S.C.

Tender Document for

**Purchase by Bidder on as-is-where-is basis of all Equipment, Machinery
etc. of Dukhan Desalination Plant (DDP) after Dismantling, Demolition,
Excavation, Removal and Disposal**

Ref : Nebras/AUC/001/2026

Date : 07.04.2026

VOLUME 1

Tender & Commercial Terms

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Abbreviation:

Nebras Energy	Nebras Energy Q.P.S.C.
DDP	Dukhan Desalination Plant
IFB	Invitation for Bids/ Bidders
MED	Multi-Effect Distillation
GPR	Ground Penetrating Radar
RD	Radio Detection
Volume 1	Tender and Commercial terms
Volume 2	Technical Specification
SOW	Scope of Work
MoECC	Ministry of Environment and Climate Change
MOI	Ministry of Interior
LOA	Letter of Award
EWP	Execution Work Plan
DCA	Dukhan Concession Area
SSP	Site Security Plan
DEMP	Demolition Environmental Management Plan

Section I. Invitation for Bids (IFB)

Nebras Energy intends to Dismantle, Demolish, Remove, Dispose and Sell the Equipment, Machineries etc. of DDP, Located in QatarEnergy's DCA; approximately 80 kilometers (50ml) west of capital Doha, State of Qatar:

DDP consists of 2 MEDs, 2 Auxiliary Transformers, 4 Auxiliary Boilers and related pumps and auxiliary systems, Product Water treatment, storage and export system including Seawater intake and outfall system, hypo-lines, Seawater pump house along with related civil structures and buildings, and all related utilities in DDP above and underground area.

(Refer to Volume 2 for the list of all items and equipment included in the SOW).

DDP will be sold on "as is Where is" basis. Site inspection will be conducted between 1st week of May 2026 until the end of the 1st week of May 2026. Each bidder will have its own schedule to visit the site.

Tender Documents for the above auction will be communicated to Bidders through their Emails by Nebras Energy

- Bid Closing Date and Time: 1st July 2026 at 01:00 PM
- Offer must be valid for 180 days from closing date
- Tender Bond Value: QAR 1000,000
- Tender Bond must be included with offers from a local bank and valid for 180 days from closing date
- The Performance Bond, amounting to thirty percent (30%) of the net selling price, shall remain valid for the full duration of the demolition works, including any extensions requested by Nebras Energy.

Tender Bond to be submitted along with the Technical and commercial offers and must be in **Three** separate and sealed envelopes as following:

- Commercial Offer (**Separate Envelope**).
- Technical Offer (**Separate Envelope**).
- The original Tender Bond (**Separate Envelope**).

All submissions shall be Addressed to:

Nebras Energy Q.P.S.C.

Asset Management Department

**Navigation Tower in Al Dafna Area, Floor 46, Maysaloun Street,
Building no. 11, Street no. 860, Zone 36.**

Doha – The State of Qatar

Section II. Common Chapter

2.1 Definition

"Seller or Owner" means Nebras Energy

"Buyer or Bidder or Tenderer" means the Company, firm person or body of persons who bids for Purchase of the Plant.

"Contract" or "Agreement" means the contract entered between the Seller and the Buyer for the sale and purchase of the Plants incorporating all the conditions specified in the Tender Document including the Scope of Work.

"Conditions" means these sale terms and conditions may be amended from time to time in accordance with the general terms and conditions of sale.

"Sale Order" means the order released by the Seller to the successful Bidder whose offer has been accepted.

"Release Order" means the order released by the Seller to the successful Bidder on receipt of the full payment to start the dismantling work.

"Plant" means DDP, Located in **QatarEnergy's DCA** approximately 80 kilometers (50ml) west of capital Doha, State of Qatar as described hereof, along with all the associated auxiliaries, services described hereof.

"Environmental Permit" means the official approved Environmental Permit issued by the MoECC authorizing Nebras Energy to demolish the Dukhan Desalination Plant within the Dukhan Concession Area. Please refer to Appendix 12 for the complete Environmental Permit.

Throughout these bidding documents, the terms of the bid and tender and their derivatives (bidder/tenderer, bid/tender, bidding/tendering, etc.) are synonymous, and day means calendar day. Singular also means plural.

2.2 Introduction

Nebras Energy, is public shareholding company, owning and operating large Power and Desalination stations in the State of Qatar. Nebras Energy intends to decommission, demolish and sell **DDP, Located in QatarEnergy's DCA approximately 80 kilometers west of capital Doha, State of Qatar.**

DDP consists of 2 MEDs, 2 Auxiliary Transformers, 4 Auxiliary Boilers and related pumps and auxiliary systems, Seawater intake system including all relevant pipelines and foundations, Seawater pump house and discharge, brine outfall along with related civil structures and buildings, and all cables in DDP above and underground area.

The IFB consists of the following and as per Section III:

- The bid scope covers the dismantling, demolition, disposal, and removal of all above ground and underground installations. All cables, pipes, and any other materials within the trenches shall be removed completely. This includes all mechanical (static and rotating), electrical, civil, and structural components, such as transformers, boilers, distillers/MEDs, pumps, pipe racks, steel structures, foundations, onshore seawater intake and discharge systems, onshore electro-chlorination facilities and associated equipment. The equipment comprises high-grade steel, alloys, and copper materials in transformers, HV/LV switchgears, and motors. All onshore installations are included within the demolition scope. The Contractor shall refer to the available As-Built Drawings for all onshore facilities, including the pumping station near shore, and to Appendix 10 for additional reference drawings. The Nebras Energy Security Office located at the main gate, water treatment plant, storage room and storage tanks are also to be demolished. The Contractor is responsible for obtaining all required information to perform the works in compliance with regulations and for demolishing all DDP-related roads (to be confirmed during the site visit), external storeroom, and fencing. The Contractor shall also refer to Appendix 9 for GIS Maps relevant to the demolition works and Permit to Work (PTW) requirements and ensure proper disposal of all materials in accordance with environmental and safety regulations.

Contractor shall grade the site to match with the surrounding natural ground levels and as per QCS and Environmental Permit/MoECC requirements. Excavated, non-contaminated soil shall be reused for site

grading. Any shortfall in the required backfill quantity shall be supplied by the Contractor. Excavated materials which comply QCS requirements shall be allowed for backfilling/grading. Additional backfill materials shall also comply QCS requirements.

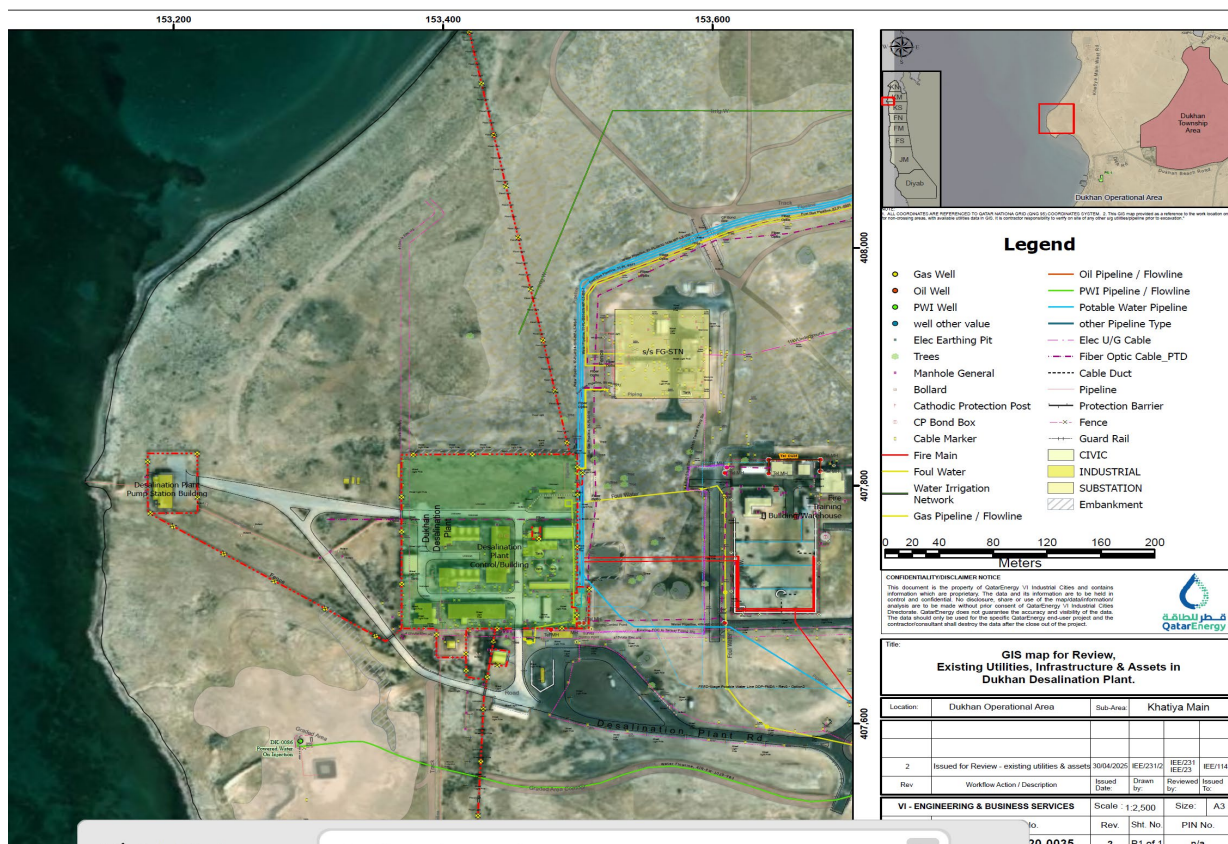
In accordance with QatarEnergy's requirements, the fence around the water line disconnection point shall be relocated, with the relevant reference drawing provided in Appendix 8.

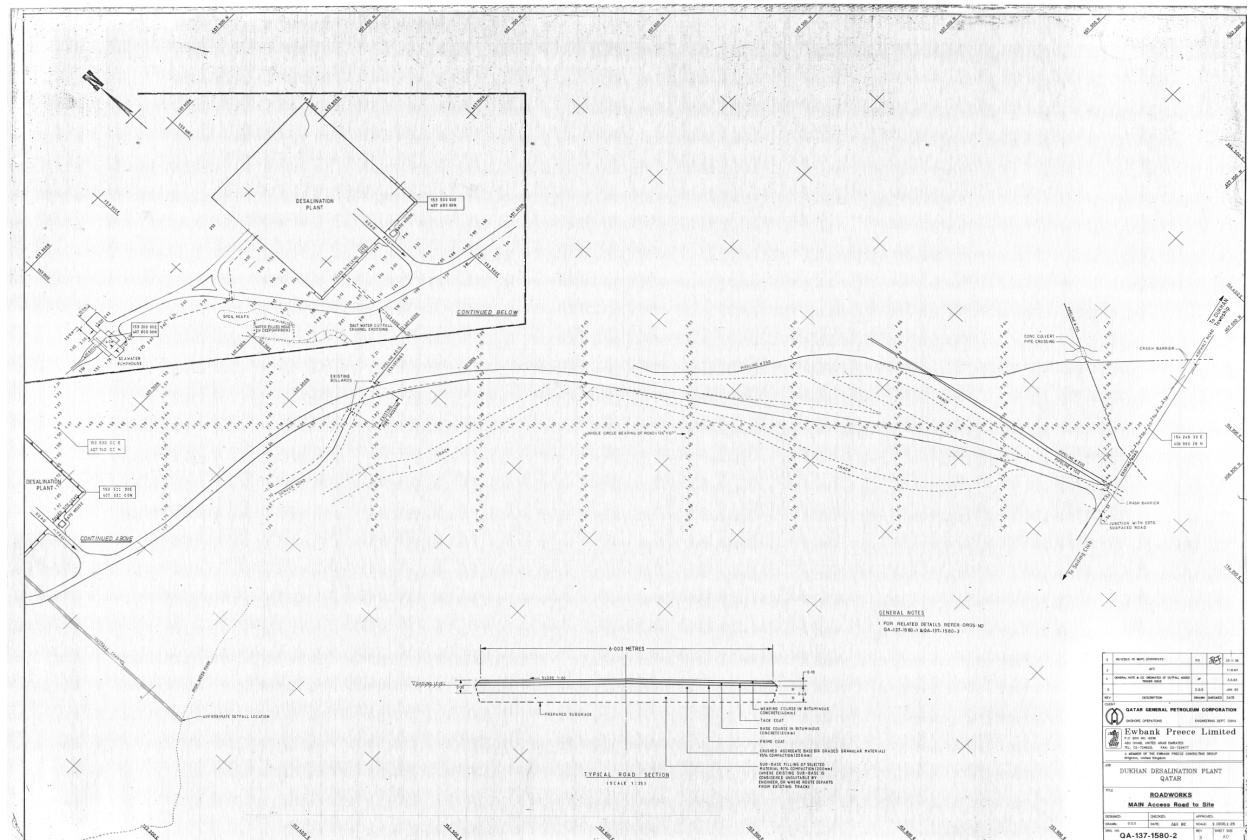
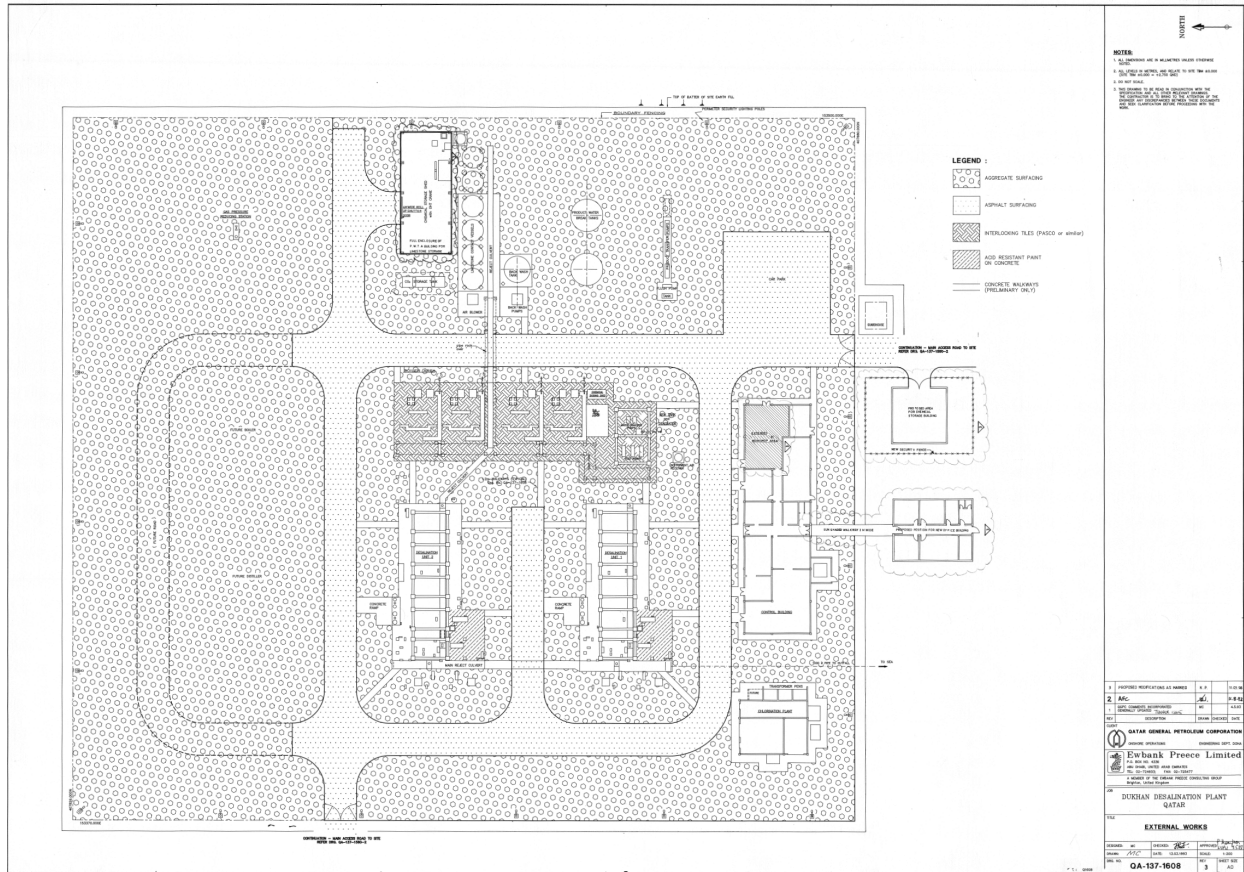
The work will include:

- 1- The Contractor shall prepare and submit the final EWP and DEMP, for approval, within one (1) month from the LOA, in accordance with the approved Environmental Permit. The Contractor shall engage an Environmental Consultant to prepare the DEMP and shall comply with the Environmental Permit requirements throughout the decommissioning and post-decommissioning phases.
- 2- Transportation and safe disposal of excavated material as per the regulations.
- 3- GPR (Ground Penetrating Radar) and RD (Radio detection) and drilling of the groundwater monitoring wells shall be provided by an approved third party appointed by the contractor. Execution details to adhere to the Environmental Permit requirements and approved DEMP.
- 4- A third-party test report shall be submitted to Nebras Energy confirming that all shallow foundations have been removed, and all underground piles have been cut off at a minimum depth of 1.5 m below ground level. Collect and analyze soil, seawater and groundwater samples in accordance with the Environmental Permit requirements and as stipulated in the approved DEMP document. The Contractor shall be responsible for coordinating and inviting all relevant stakeholders, including representatives from the MoECC, to witness the soil testing activities, if required
- 5- Blinding of all underground/ aboveground feeder pipes of Seawater/Hypo chloride/ Gas/ Distillate supply lines close to the fence of DDP with the assistance of QatarEnergy and in accordance with the approved Environmental Permit.
- 6- Nebras Energy will issue Completion Certificate based on third-party test results.
- 7- Activities related to Dismantling, Demolition, Disposal, and Removal should be carried out in alignment with QatarEnergy Decommissioning Guideline (DOC NO: CORP-DEC-GDL-001).

- 8- Outfall Onshore pipeline infrastructure shall be safely isolated at the shoreline, removed and disposed, including all pipeline segments, all associated supporting structures and equipment such as pipeline support concrete structures, anchors, clamps, valves, and any other relevant equipment or material directly supporting the outfall pipeline. Brine outfall relevant drawings are included within Appendix 11 of the tender.
- 9- Contractor must satisfy the approved Environmental Permit conditions as provided in Appendix 12.
- 10- Full compliance of QCS is required for plugging/backfilling/construction activities.
- 11- Contractor shall dismantle, demolish, dispose and remove all above ground and underground installations / utilities within the DDP fence.

All removed equipment/ materials shall be removed and disposed of in accordance with the applicable environmental regulations and project specifications.





2.3 Overview of Sale:

Nebras Energy is the seller and will be the final authority on all aspects of the equipment transaction. Services such as dismantling, moving, transferring, transporting equipment, and any other associated works shall be part of Bidders scope. The Plant Site must be left clear of all existing plant equipment, structures, cables and pipe trenches, cabins and buildings as well as removing any contaminants or hazardous material; both above and underground DDP area and in accordance with the approved Environmental Permit and MoECC requirements.

Nebras Energy makes no warranty or representation regarding the accuracy or correctness of the information contained in the specification herein. The responsibility for assessing the accuracy or correctness of all information resides entirely with the bidder, his agent, designate, affiliates or those who may rely on that information.

Nebras Energy reserves the right to award the scope of work for the sale, whether in part or in full, to a single Contractor or to multiple Contractors..

2.4 Payment Terms

Payment shall be made by the Buyer upfront, in advance, within seven (7) working days from the date of the Sale Order issued to the successful bidder(s), and shall be equal to one hundred percent (100%) of the applicable Sale Order value, excluding taxes as applicable. Where the scope is awarded to more than one Contractor, the payment obligation shall be settled on a pro-rata basis corresponding to the portion of the scope awarded to each Contractor..

Mode of payment shall be by Transfer of funds to Seller account. Funds shall be made available to Seller by Wire Transfer.

The currency of the bid is Qatari Riyals, payments and quotation shall be made in the same currency.

Access to the plants shall not be allowed unless full payment is received.

Partial payments are not allowed. In the event full payment is not made within 7 working days, then Contract will be terminated, with no further obligations to the bidder, and the submitted Tender Bond will be forfeited by encashing the Bank Guarantee.

Timely payment is of the essence

2.5 General Terms and Conditions of Sale

Volume 1 and Volume 2 together with any additional documentation signed by Seller and Buyer represents an integral part of the Agreement between the parties.

These terms may not be modified except in writing and signed by an authorized representative of Seller. Any terms and conditions submitted in Buyer's inquiry or purchase order shall be null and void unless specifically agreed to in writing and signed by an authorized representative of Seller.

General Information provided by Seller is for information purposes only and are not a part of the Agreement. Except as expressly contained herein no representation or warranty is made as to performance, size, durability, or other specifications of Sellers products and any information contained in catalogs, circulars and similar material is for general information purpose only.

2.6 Scope of Sale and responsibilities

The Scope of Sale includes obtaining necessary technical approval and permits. Activities related to Dismantling, Demolition, Disposal, and Removal should be carried out in alignment with QatarEnergy Decommissioning Guideline (DOC NO: CORP-DEC-GDL-001) to ensure best practices and environmental compliance. This scope also covers storage, crating/packing, loading, unloading, transportation to the Buyer's destination, all items and equipment as listed within Volume 2, concrete foundation and materials, and such other items within DDP fence to fence; above and underground.

2.61 Decommissioning Scope:

Cessation of Operations:

Prior to dismantling/demolition, all activities related to safe isolation and preservation of services should be carried out in alignment with QatarEnergy Decommissioning Guideline (DOC NO: CORP-DEC-GDL-001).

Safe Isolation:

- Spade fuel supply lines with standard end blinds to achieve positive isolation.
- Blind and retain potable water lines connected to QatarEnergy

operational systems inside the plot.

- Plug and encase sewage connections within the fence in concrete before backfilling and reinstatement.
- Disconnect power feeders, cut and cap cables, and de-energize electrical systems using Lockout/Tagout (LOTO) procedures.
- Securely block and blind all onshore pipelines connecting to other facilities in compliance with the approved Environmental Permit. The blinding measures must meet the MoECC's satisfaction to comply with the approved Environmental Permit.
- The scope for the Power Feeders should be limited to segments within DDP Fence.

Preservation of Services:

- Retain and maintain the manifold fence throughout decommissioning activities.
- The septic tank located outside the fencing boundary shall be retained and maintained, while the sewer networks within the fencing boundary shall be plugged at the septic tank connection point and fully disconnected and removed from the septic tank. All sewer network inside fencing boundary shall be completely removed.
- Identify and Maintain safety-critical systems required during decommissioning, such as firefighting, emergency response equipment, utilities.
- Ensure site work is properly managed on a day-to-day basis, with temporary fencing installed and approved to guarantee controlled access and safe execution of activities.

Facilities Preparation:

All preparatory activities should be executed in alignment with QatarEnergy Decommissioning Guideline (DOC NO: CORP-DEC-GDL-001).

Site Assessment:

- Conduct soil, sea water and groundwater environmental site assessments (SGW ESA) according to Environmental Permit requirements and DEMP in order to establish baseline conditions.
- Verify as-built drawings and GIS maps for all underground and aboveground assets prior to dismantling/demolition.
- Inspect civil structures, foundations, and underground utilities to determine removal methods and identify potential hazards.
- Coordinate with relevant stakeholders and regulatory authorities to ensure compliance with the approved Environmental Permit.

Flushing and Cleaning:

- Ensure all fuel gas metering lines are properly decontaminated to remove pyrophoric materials or residual traces.

- Drain and flush all process systems, including boilers, MEDs, seawater intake and discharge lines, and electro-chlorination systems, to remove residual chemicals and contaminants.
- Neutralize and safely dispose of all chemicals, lubricants, and process fluids in accordance with MoECC regulations.
- Ensure flushing meets cleanliness standards (e.g., Oil in Water ≤ 30 ppm) before dismantling activities commence.
- Provide method statements for flushing and cleaning that minimize water usage and avoid excessive chemical treatment.
- Collect and treat wash water through approved facilities or temporary containment systems to prevent environmental impact.

Equipment Dismantling, Demolition & Removal:

All dismantling and removal activities should be executed in alignment with QatarEnergy Decommissioning Guideline (DOC NO: CORP-DEC-GDL-001).

Power, Transmission, and Distribution Equipment:

- Remove all electrical systems, including transformers, switchgear, UPS systems, batteries, and associated cabling.
- Disconnect and cut buried electrical cables; cap ends to prevent water ingress before removal.
- Cable shall be cut and capped outside DDP 11KV Switchgear Building at the receiving end; (DDP side). Excavate the power feeder cable outside the DDP 11KV Switchgear Building, cut the cable and protect with cap to avoid water logging.
- Ensure Lockout/Tagout (LOTO) procedures are applied prior to dismantling electrical components.
- Dismantle and remove auxiliary boilers, MEDs, pump houses, electro-chlorination units, air compressor houses, and all associated mechanical and instrumentation systems.
- Remove underground and aboveground piping within DDP Fence.

Gas and Seawater Intake Pipelines (Metallic and Non-Metallic) and Export Lines:

- Remove all gas supply lines (i.e. within DDP Fence), onshore seawater intake and discharge pipelines, and associated valves, supports, and anchors.
- Fuel Supply Line (i.e. 4"), to remove existing spades from both valves, remove the entire line # SK-PL-0017-4"-GF-CS1-300-4 (marked on site), remove the entire line # 4"-FG-300-CS1-300 (marked on site), provide 2 blind flanges (4" x300#) complete with 4" x300 # gaskets and Galvanized stud bolts to blind the ball valves, provide two valve

supports under the valves BV-0051 and BV -0061, and blinds, bolts and valves steel supports to be painted and protected in line with QatarEnergy specification for painting and wrapping of metal surfaces (new construction & maintenance) DOC NO: QP-SPC-L-002.

- Blind and isolate all pipeline ends before dismantling to prevent contamination or leakage.

Land-Based Structures:

- Demolish civil structures, including buildings, tanks, and ancillary equipment, ensuring safe methods and dust suppression measures.
- Remove compound walls, and any remaining structural elements to leave the site clear and level.
- Sewage connection (i.e. 10"), existing sewer manhole upstream of the sewage holding tank, requires demolishing the complete sewer manhole.
- All above-ground steelwork and concrete should be entirely removed from the location during decommissioning. Foundations should be excavated and backfilled with compacted granular fill or other material according to the type of soil to achieve a landscape as close as reasonably practicable to the original conditions. Excavated non-impacted concrete foundations may be broken up and re-incorporated into the soil upon approval from QatarEnergy and subject to future land use requirements. The remediated site/location should not be visually impacted.

Disposal and Site Clearance:

All disposal and remediation activities should follow QatarEnergy Decommissioning Guideline (DOC NO: CORP-DEC-GDL-001) and MoECC requirements to ensure safe handling and environmental compliance).

Waste Management:

- All waste generated shall be segregated, safely stored and disposed off-site at MOECC's designated facilities.
- Based on the classification of the hazardous materials, chemical compatibility and segregation requirements will be implemented. The minimum requirement is as follow:
 - Proper segregation of waste based on its classification and chemical compatibility
 - Proper labelling of waste with applicable MSDS
 - Chemical Spillage response plan requirements to be available on site at all time e.g. Chemical spillage kit
 - Maintain inventory and waste transport manifests
 - Hazardous waste will be temporarily stored at site and should

be disposed off-site within 90 days by an authorized/licensed waste management transporter in compliance with regulatory laws and approved Environmental Permit

- .
- Depositing the dump material removed from plant is the sole responsibility of the Contractor taking into consideration all relevant authorities' approvals.

Land and Water Remediation:

- Carry out site investigation, and implement remediation measures if contamination is identified, as required by the Environmental Permit
- Clearing the site of all waste and debris and restoring the area to a clean, level condition free of encumbrance.
- Backfill excavated areas with suitable material and reinstate the ground to original levels.
- Protect groundwater and nearby water bodies from contamination during and after decommissioning.
- Provide additional testing or surveys if baseline data is incomplete or residual risks are identified during closeout.

Post-Decommissioning Monitoring:

Post-decommissioning monitoring should be carried out in alignment with QatarEnergy Decommissioning Guideline (DOC NO: CORP-DEC-GDL-001) and the approved Environmental Permit.

- Continue monitoring as per the Demolition Environmental Management Plan (DEMP) until the site is restored to conditions acceptable to the Ministry of Environment and Climate Change (MoECC) and QatarEnergy.

Mobilizing all required manpower, Certified Safety supervision, Technical Supervision, required equipment and tackles for dismantling, demolition, disposal, removal, transportation, excavation, safe disposal and any other resources and materials that is required for completing the above stated scope shall be entirely at the Buyer's expense and responsibility.

Contractor shall comply with the approved Environmental Permit conditions as provided in Appendix 12.

All information, documents, drawings and equipment list provided by Nebras Energy is indicative only. The Contractor is responsible for verifying all facilities within DDP by conducting a site visit.

All necessary work permits shall be obtained from both QatarEnergy and Nebras Energy prior to the commencement of any works.

Any works outside the designated area (highlighted in green on the GIS map provided in Appendix 9) shall only be executed after obtaining the necessary technical approvals in accordance with IE-TEC-STD-011, and the required work permits in compliance with VO-OPS-PRC-069 and IMD-SFT-GDL-009 from QatarEnergy.

Any works within the designated area (highlighted in green on the GIS map provided in Appendix 9) shall be executed under the Nebras Energy/Contractor Permit to Work (PTW) system. However, the Nebras Energy/Contractor permit procedure shall be submitted to QatarEnergy for information and record purposes.

Section III. Bidding Schedule

SL	Activity	Description
1	Bidder Site Visit	Starting the 1 st week of May 2026 until the end of the 1 st week of May 2026
2	Last date of receipt of Clarification	1 st June 2026
3	Deadline for Technical and Commercial Offer Submissions	1 st July 2026
8	Bidder to Complete the work	08 months after the award.
9	Tender Bond Value valid for 180 days; extendable upon Nebras request	QAR 1000,000
10	PBG (Performance Bid Guarantee) Value; extendable upon Nebras request	30% of the selling price
11	Amount of Penalty for delay	QAR 15,000/ day
12	Validity of Offer	180 days

Note: The seller may change the above-mentioned dates and description according to the requirements.

Section IV. Instructions to Tenderers

IT.1 General

ITT issued by Nebras Energy outlines the procedures to be followed for completing and submitting Tenders. Bidder shall comply with the terms and conditions set forth in any public tender advertisement and ITT while preparing its Tender Documents. Failure to provide all required materials and information, or failure to comply fully with these instructions in any way may render the Tender null and void.

IT.2 Validity of Tender

Tenders shall be valid for a period not less than one hundred and fifty (150) calendar days from the closing date of submission of the Tenders.

IT.3 Familiarization with Laws of Qatar

Before submitting a Tender, the Bidder shall thoroughly familiarize itself with the laws, such as MoECC, MOI, Qatar Labour laws, Income Tax Customs Duty Laws or any tax imposition as applicable to the work or services to be performed, etc. By submitting a Tender, the Bidder is deemed to have made the necessary allowances in the Tender Price/Fees for adhering to all laws, rules, regulations and procedures applicable in the State of Qatar.

IT.4 Tender Documents

The documentation to be provided for the purpose of tendering (herein referred to as the "Tender Documents") consists of:

- 1- **Volume 1** with the attached appendices.
- 2- **Volume 2** along with all attachments.

The Bidder should notify Nebras Energy immediately if any discrepancy, omission or ambiguities are discovered in the Tender Documents.

IT.5 Confidentiality Declaration

The Bidder shall abide by the Confidentiality Declaration appended hereto and this form must be completed, signed and returned with the Form of Acknowledgment

IT.6 Tender Addenda

Any addendum, clarifications or meeting minutes will be issued as Tender Addenda and sent to all Bidders during the tendering period. The Bidder shall acknowledge receipt of all Tender Addenda on the "Form of Tender" and shall allow for any costs in connection therewith in the Tender Price.

IT.7 Site Visit

The Bidders are requested to attend a site visit to become familiar with the physical and other conditions pertaining to the work or services to be performed. Each Bidder shall request Nebras Energy for site visit window to get familiarized with the site and its above and underground assets; both onshore and offshore. The Bidders may designate no more than four (4) Representatives to attend to the site at its own cost. It is strongly recommended that each Bidder shall attend its scheduled site visit.

IT.8 Security Passes

Access to DDP premises requires possession of a Security Pass with Nebras Energy permission. A security Pass is to be obtained from MOI / QatarEnergy. Material Exit Pass MUST be obtained from Nebras Energy.

IT.9 Queries

Any query relating to the Tender Documents or submitting a Tender must not be raised by telephone or personal contact, but must be submitted in writing, preferably by e mail, to the address as below:

E. mail: ddp@nebrasenergy.qa

IT.10 Fully Informed

In addition to examining the Tender Documents, The Seller will arrange a site visit to each Bidder with a specified date and time. By submitting a tender, the Bidder shall be deemed to have satisfied itself fully as to the nature of the plants, equipment, auxiliaries (i.e. above and underground) including requirements of the work or services, the general and local conditions, Authorities Rules and Regulations, all the risks involved, the proposed contract terms and conditions and the correctness and sufficiency of the rates and prices submitted in the Tender.

IT.11 Ruling Language

The Tender Documents and all Tender submissions are to be submitted in English language.

IT.12 Tender Rates

The Bidder shall submit price in prescribed format.

IT.13 Form of Tender

The Bidder shall complete the enclosed Form of Tender, enclosed as Appendix 1 to ITB, which must be signed by duly authorized person on behalf of the Bidder. If and when required by Nebras Energy, satisfactory evidence of the authority of the person signing on behalf of the Bidder must be furnished. Nebras Energy reserves the right to reject any Tender that is not submitted on the Form of Tender.

IT.14 Bank Guarantee - Tender Bond

The Bidder must submit a Bank Guarantee, in the form of a Tender Bond, with its submitted Tender. The Bank Guarantee shall be for QAR 1000,000.

The Bank Guarantee must be issued or endorsed by a bank or a bank branch in Qatar. Cash or bank cheque is not an acceptable substitute. A bank guarantee issued in respect of another tender is not acceptable. Bonds issued by insurance companies are not acceptable. The wording of the Bank Guarantee must be exactly in accordance with the format appended hereto.

The validity of the Bank Guarantee must be for not less than **one hundred eighty (180)** Calendar days after the Tender closing date.

If the successful Bidder fails to make full payment within the specified period, Nebras Energy shall immediately encash the full amount of the Tender Bond.

Tenders not accompanied by the Bank Guarantee will be rejected without the need to notify the Bidder of the rejection.

IT.15 No Alterations to the Tender Documents

No unauthorized erasures, alterations, additions or deletions shall be

made to the Tender Documents and any Tender submission that is incomplete or contains unauthorized alterations may be rejected.

The person authorized to sign the Tender shall initial any mistake made in completing the Tender Documents and corrected thereafter, before submission

IT.16 Submission of Tenders

The Tender and the accompanying documents shall be bound securely together and enclosed in a wax sealed envelope and shall be delivered to:

**Nebras Energy Q.P.S.C.
Asset Management Department
Qatar Navigation Tower in Al Dafna Area, Floor 46,
Maysaloun Street, Building no. 11, Street no. 860,
Zone 36.
Doha – The State of Qatar**

Technical and Commercial offer Submission deadline Date:

Not later than **01:00 PM on 1st July 2026.**

The envelope must be marked on the outside indicating the name of the Bidder and shall be clearly marked with the Tender number stated on the Form of Tender and with the official Tender closing date.

The Tender must be received before the indicated above time and date at the above address by messenger. Messengers should obtain a receipt to confirm delivery time. The method of delivery is the sole responsibility of Bidder.

The Bidder must submit one (1) original and two (2) copies of its Tender (including CD). The original copy shall be clearly marked "ORIGINAL".

The Bidder must affix its initialed company stamp to every page of its original Tender submission, which should include all parts of the Tender Documents.

The Bidder must submit its offer in one sealed envelope, Technical offer, classified as follows:

1- Technical offer

- i) Completed, stamped and signed Form of Tender
- ii) Completed, stamped and signed Time Schedule.
- iii) Duly filled, stamped and signed Schedule of Deviations – Form (The deviations shall be listed separately for the specified Technical and commercial requirements in Volume -I and Volume -II respectively).
- iv) Completed, stamped and signed Execution Work Plan.
- v) Completed, stamped and signed Proposed Area Distribution.

2- Bank Guarantee Tender Bond

QAR 1000,000 Bank Guarantee must be submitted separately in one sealed envelope.

The Bidder shall complete and submit all details, forms and information as required by the Contract Appendices. Failure to submit a complete Tender or failure to comply fully with these instructions in any way shall render the Tender null and void.

Commercial offers:

Following the review and acceptance of the submitted Technical offers by the seller, Commercial offers can be opened to view and compare between the financial offers of the technically qualified bidders.

IT.17 Correction of Arithmetical or Other Errors

Should the amount put in words differ from the amount put in figures, or if there is an arithmetical error, the higher amount shall be taken into account. Any adjustment, correction, clarification or amendment made by Nebras Energy to a Tender shall be communicated to the Bidder for his acknowledgment prior to award of the Contract.

IT.18 Acceptance or Rejection of Tenders and Incurred Costs

Nebras Energy is under no obligation to award a contract or accept the Highest or any Tender and will not assign any reason for the rejection of any Tender. Nebras Energy will not be responsible for any costs or expenses incurred by the Bidder in connection with its Tender, any site visit, attending meetings, obtaining additional insurance, etc. or for the formation of the Contract should the Bidder be successful or unsuccessful. The Bidder shall not have any recourse for any redress if Nebras Energy, for whatever reason, awards the Contract to another Bidder or does not award any Contract.

Without prejudice to the provision of aforementioned paragraph, Nebras Energy at its own discretion without assigning any reason may award a contract for one of the two parts of the work as explained in article 2.2 “ Introduction “ hereof.

In such case, Nebras Energy has the right to review, waive or amend any provision hereof and or issue additional instructions, notice or any type of arrangement or documents to ensure that the provision of the contract is in full compliance with and maintaining Nebras Energy interest.

IT.19 Failure to Sign the Contract

If the Bidder retracts or withdraws its Tender during the period of its validity, or, if after being instructed to do so by Nebras Energy, the bidder fails to sign the Contract on the specified date without giving acceptable justification:

Nebras Energy shall, without the need for summons or notice or other legal formalities or establishing that damage has been caused to Nebras Energy, impose all or any part of the following actions on the Bidder which the bidder confirms its agreement to while submitting its bid:

- (a) Encash the Bank Guarantee,
- (b) Exercise other rights that may be stipulated in the Tender Documents.

The Bidder shall have the right to submit grievance to Nebras Energy's Managing Director (i.e. MD) in respect to any such action taken. The grievance must be submitted in writing within seven (7) calendar days of the action. Nebras Energy MD decision in respect to the grievance shall be final.

IT.20 Return of Tender Documents

The Tender Documents, including any drawings, specifications, etc., forwarded to the Bidder are and shall continue to be the sole property of Nebras Energy.

IT .21 Notification of Award

By way of LOA, Nebras Energy shall notify the successful Bidder of its intent to award the contract, subject to submission of the required documentation within a specified time frame. The documentation shall include but not limited to:

1. Full payment towards the Sale of DDP equipment, and
2. Necessary Insurance, as required.

Unless stated to the contrary, for the purpose of determining the effective Performance Bond and the Insurance, the date of LOA shall be used. If the successful Bidder fails to submit the above-mentioned documentations within the specified time frame, Nebras Energy shall have the rights as set forth in Clause IT.19 ('Failure to Sign the Contract'), including the right to immediately encash the Bank Guarantee. Generally, the successful Bidder will be instructed to sign the Contract after the submission of the above-mentioned documentations. For the avoidance of doubt, the effective date, as stated within the Form of Agreement, shall be determined at the sole discretion of Nebras Energy.

IT.22 Compliance to Specifications/SOW and Deviation Schedules

A Bidder must confirm complying with all the requirements of the specification/SOW and other terms, conditions and provision of the tender document. If the Bidder cannot achieve full conformity with contract or tender requirements or terms, conditions and provisions, then the Bidder must state this clearly in the offer along with:

- a) List of each such deviations, and
- b) A separate statement for each such deviation giving sufficient technical details to explain why it was necessary to make that deviation to enable Nebras Energy to analyze such deviation. .
- c) The deviations shall be given in the attached Schedule of Deviations Form (i.e. deviations shall be listed separately for the specified Technical and commercial requirements in Volume -I and Volume -II respectively).

If the bidder does not state or list any deviations at the time of Tender submission, it shall be deemed by Nebras Energy that Bidder has submitted a Bid in full compliance with the Specifications / SOW as stated in the tender documents. The bidder shall have no right to claim for, from Nebras Energy, any deviations in the future during the execution of the awarded Contract.

IT.23 Commencement Work

The Contractor shall not commence any work until receipt of the original copy of the Contract document duly signed by Nebras Energy together with Instruction Letter to commence the work from Nebras Energy. The Instruction Letter will include the commencement date of the Contract. This date will be the effective date indicated in the Form of Agreement.

IT.24 Execution Work Plan

The Bidder shall submit a preliminary EWP and DEMP for the project. The Bidder must demonstrate considerable experience in demolishing projects along with the relevant personnel CVs to ensure competency of the Bidder to carry out such task. The Bidder shall fill in the EWP within APPENDIX 6 based on the Proposed Area Distribution within APPENDIX 7 which shall also be submitted by the Bidder. The Bidder shall demonstrate its capacity to safely dismantle the structures and reinstate the area back to its original condition by submitting a detailed DEMP for the SOW. Nebras Energy reserves all its rights to award the SOW to sell partially or completely to one Contractor or several Contractors. Thus, any bid shall include the EWP for the complete plant along with EWP per block.

APPENDIX 1 Form of Tender

Nebras Energy Q.P.S.C,
P. O. Box 22046, Doha
State of Qatar

Dear Sirs.

TENDER NO. _____

Having carefully examined the Tender documents for the execution of Dismantling, Demolition, Removal, Disposal and Sell of the Equipment, Machineries etc. of Dukhan Desalination Plant (DDP) 'As is where is' as explained in the tender documents.

We, the undersigned, offer in conformity with the above referred Tender documents the lump sum of QAR Qataris Riyal _____,

We enclose herewith a Tender Bond for QAR. -----.valid till..... The following documents (original+ 2 copies) are returned herewith:

- i) Signed Confidentiality Declaration
- ii) This Form of Tender completed and signed
- iii) Completed Contract Schedules.
- iv) Documents specified in clause IT- 16

We acknowledge receipt of the following Tender Addenda (as applicable) and these have been considered in our Tender preparation:

Ref. No	Subject	Date
1.		
2.		
Etc.		

This Tender shall remain valid for a period of one hundred and eighty (180) calendar days from the closing date for submission of Tenders.

Signed:

Date:

Name:

Position:

Company:

Address:

APPENDIX 2

Form of Tender Bond

1. The undersigned
(1).....(Hereinafter
referred to as the “Guarantor”), established at
(2).....represented by
(3)..... have taken notice of the tender ref (4)
.....
(Hereinafter referred to as the “Tender”) submitted by
(5)..... Hereinafter
referred to as the “Bidder”), whose registered office is at
(6).....
....., to Nebras Energy, a company
registered under the laws of the State of Qatar , with its registered office
at Navigation Tower in Al Dafna Area, Floor 46, Maysaloun Street, Building
no. 11, Street no. 860, Zone 36, Doha, State of Qatar.
2. The Guarantor hereby guarantees the due performance by the Bidder of
the Bidder’s obligations under the Tender documents.
3. If the Bidder fails to comply with any of its obligations under the Tender
documents, or if the Bidder withdraws the Tender within the period of the
validity of Tender, or if the Bidder fails after receipt from Nebras Energy of
notice of award to enter into a Contract with Nebras Energy, then the
Guarantor hereby unconditionally and irrevocably undertakes on behalf
of the Bidder to pay to Nebras Energy on first demand any sum or sums
not exceeding
(7).....witho
ut any charge or deduction.
4. Each demand by Nebras Energy for payment under this guarantee shall
be made in writing to the following address:
(8).....The
Guarantor shall promptly notify Nebras Energy of any changes in the
above address.
5. Each demand under paragraph 4 above shall indicate that Bidder has
failed to comply its obligation(s) under the tender document.

6. The Guarantor shall make payment hereunder on first demand without restriction or conditions and notwithstanding any objection by the Bidder. The Guarantor shall not require Nebras Energy to justify the breach indicated in its demand for payment, nor shall the Guarantor have any recourse against Nebras Energy in respect of any payment made hereunder.
7. No alteration in the terms of the Tender made by Contract between the Bidder and Nebras Energy, shall in any way release the Guarantor from all or any part of its liabilities under this guarantee.
8. The Guarantor shall pay any sum demanded by Nebras Energy hereunder immediately and in any circumstances not after two (2) business days following the date of receipt of Nebras Energy's demand.
9. The demand can be raised for the partial amount and more than once in a manner that sum of all demands must not exceed the total guaranteed sum.
10. This guarantee shall remain valid until
(9).....and in the event that the Bidder is notified of the award of the Contract by Nebras Energy, this guarantee shall in addition be valid until signature of the Contract by the Bidder and Nebras Energy.
11. Terms in capital letter shall have the meaning ascribed to them in the Invitation to Tender documents.
12. This guarantee shall be interpreted in accordance with the laws of the State of Qatar and any proceedings for enforcement shall be brought before the competent courts of the State of Qatar.
13. The Guarantor represents that this guarantee has been established in such form and with such content that it is fully and freely enforceable against the Guarantor in the manner provided in paragraph 11 above.

(Date).....

[Common seal of signature of Guarantor of such other formality as may be required under the law to render a unilateral promise binding on the Guarantor]

- (1). Name of the Bank.
- (2). Address of the Bank.
- (3). Guarantor officer's name and position.
- (4). OT number.
- (5). The name of the Bidder.
- (6). Address of the office of the Bidder.
- (7). The amount of the Tender Bond as stipulated in the Tender Information Sheet.
- (8). The Bank address for notices.
- (9). Date corresponding to the tender validity as stipulated in the Tender Information Sheet of the OT package plus thirty (30) days.

APPENDIX 3

Form of Performance Bond

Nebras Energy Head Office
Navigation Tower, Al-Dafna Area, Floor 46, Maysaloun street,
Building No. 11, Street No 860, Zone 63.
Doha - State of Qatar

We Bank of P.O. Box Doha, Qatar,
refers to Contract No. ("Contract") entered into
between Nebras Energy and M/s. , P.O. Box
..... having its main office in Doha, Qatar (the "Contractor").

We hereby, irrevocably and unconditionally undertake to pay to Nebras Energy,
upon its first written demand, any amount or amounts not exceeding the
aggregate sum of QAR (Qatari
Riyals.....) not withstanding any dispute, objection or
contestation by
the Contractor and without any requirement to provide justification, evidence
of default, or to initiate legal proceedings against the Contractor.

Any such written demand for payment shall state that the Contractor has failed
to fulfil its obligations under the Contract, and such statement shall be final,
binding and sufficient to request payment under this Bond.

This Performance Bond shall be effective on and it shall remain
valid and in full force and effect until (both days
inclusive).

Upon the expiry of this Performance Bond, our liability shall automatically
cease, and this Bond shall become null and void without the need for it to be
returned to us.

This Performance Bond shall be governed by and interpreted in accordance with
the laws of the State of Qatar. Any dispute arising in connection with this Bond
shall be subject to the exclusive jurisdiction of the courts of Qatar.

Yours Faithfully

Bank

Authorized Signature

APPENDIX 4

Schedule of Deviations

Sl. No	Vol./ Sec. No	Clause No, Page No.	Specification Requirement	Clarification /Deviations	Remarks
1					
2					
3 etc,					

We confirm that other than the deviations mentioned above, our tender / offer is in full compliance with the Specifications/scope of works in the Tender documents.

Signature

Company Name

Date

APPENDIX 5

Confidentiality Declaration

PROJECT: Dismantling, Demolition, Removal, Disposal and Purchase of Equipment, Machinery etc. of Dukhan Desalination Plant

The Contractor shall not and shall ensure that its personnel, sub consultants, representatives and agents shall not, without having first obtained on each occasion the express prior written approval of the Owner:

Issue, disseminate, publish, cause to publish or divulge to a third party, information, articles, press releases, drawings, photographs, illustrations or any other publicity relating to this Agreement or the project generally or use such information for any purpose other than performing the Services instructed by the Owner, and/or;

Take or permit to be taken any photograph of the project, the project site or any part thereof.

The Contractor shall be under an obligation, in case of violation of the confidentiality obligation to compensate an amount equivalent to the damage caused as may be quantified by the Owner, including legal fees and costs should any be incurred.

This Article shall survive the duration of the Agreement.

The rights and remedies granted to the Owner are cumulative and in addition to, and not in lieu of, any other rights or remedies that the Owner may possess at law.

Signed by :

Name :

Title :

Company :

Date :

Stamp :

APPENDIX 6

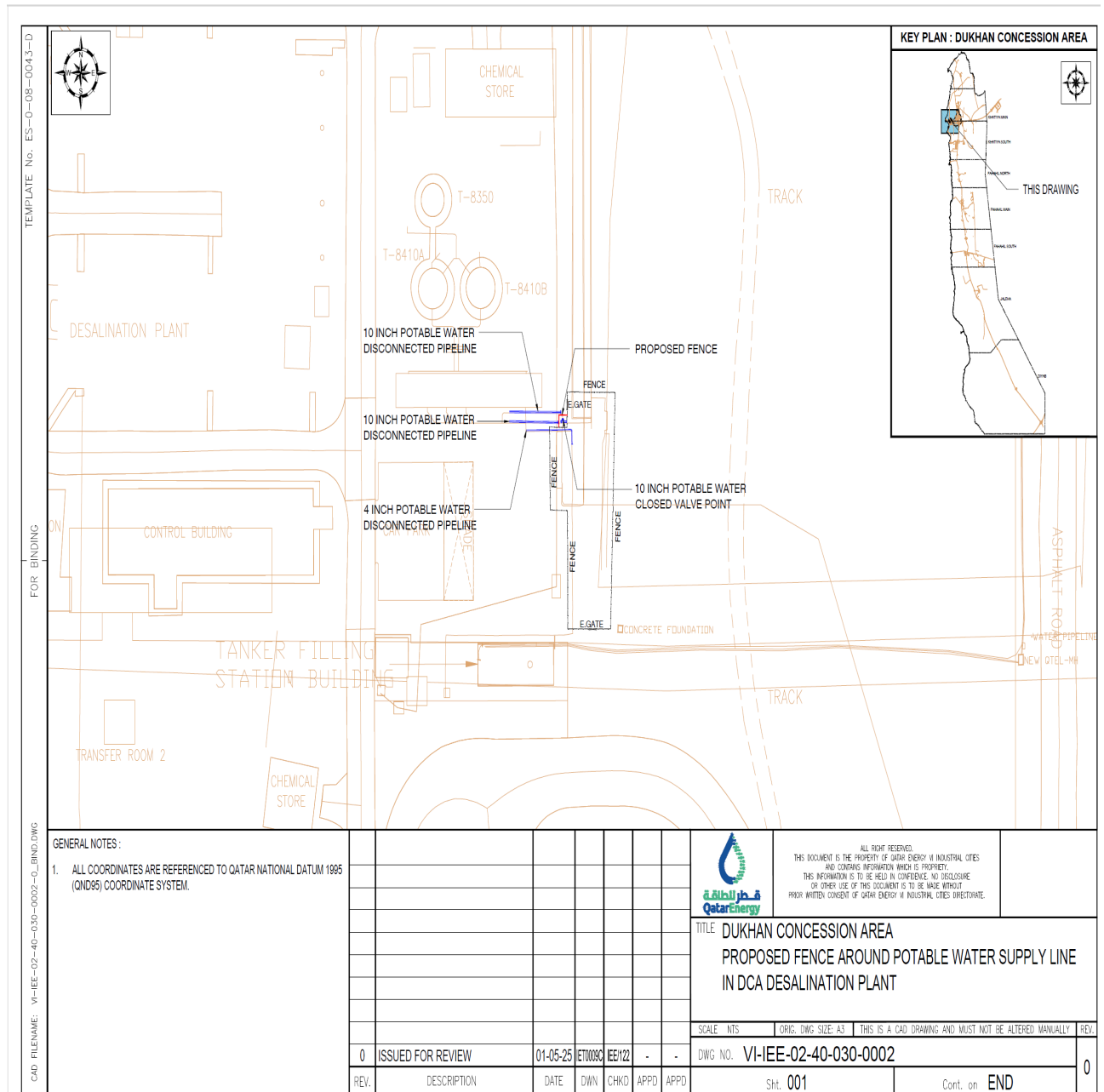
Execution Work Plan (EWP)

Mandatory to submit a details project execution schedule with dates.

APPENDIX 7

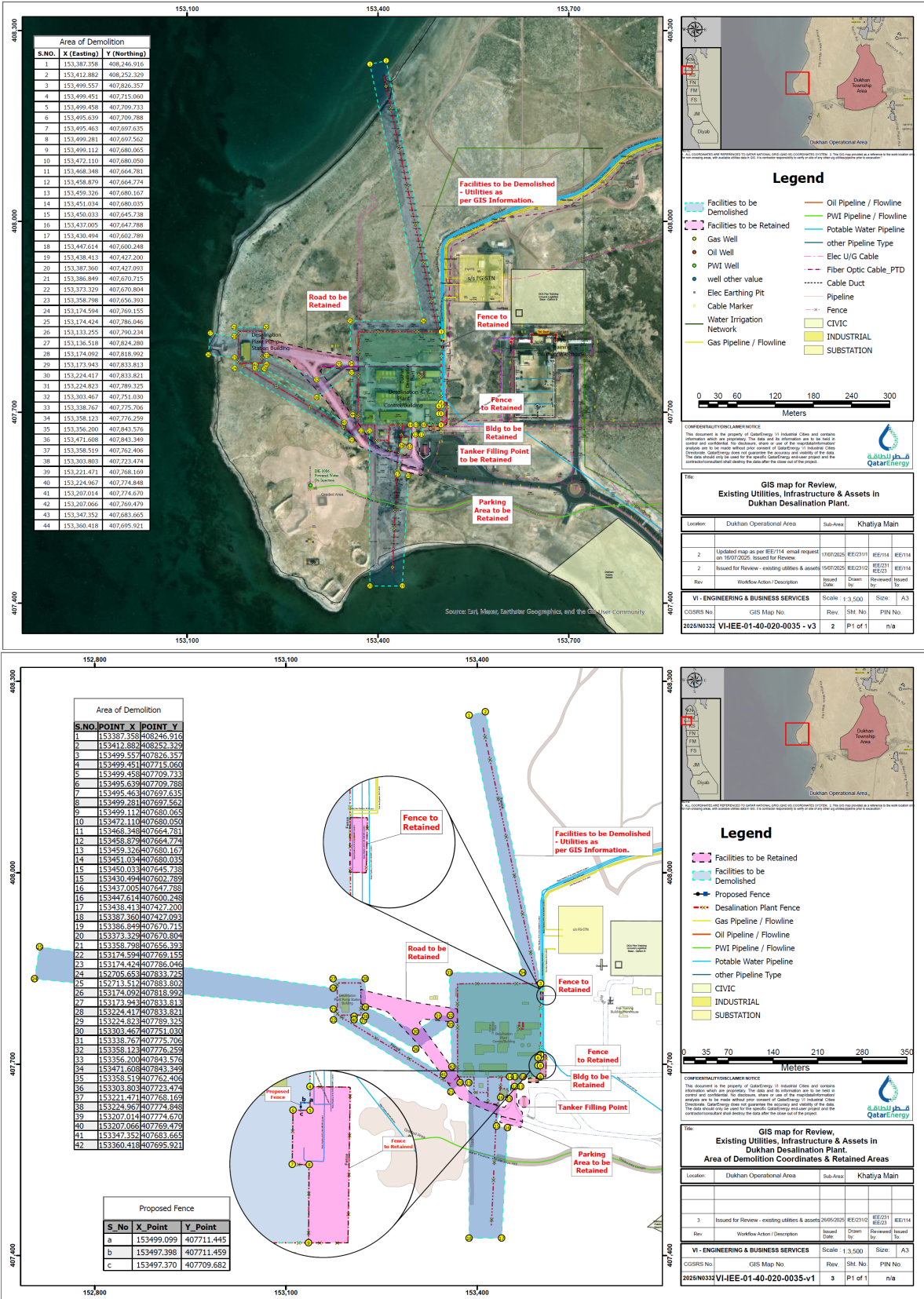
Proposed Area Distribution

APPENDIX 8 Fence Relocation

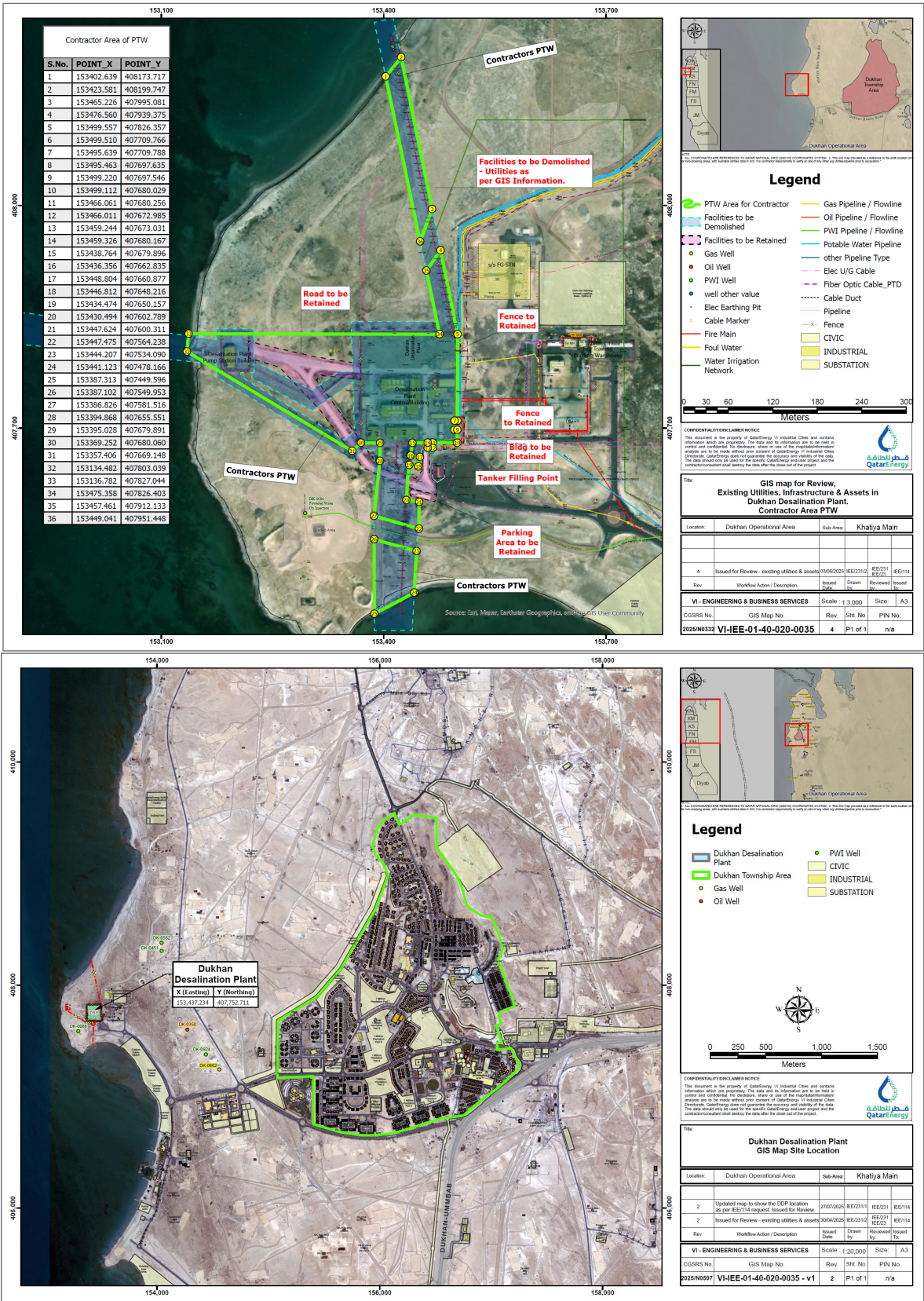


APPENDIX 9

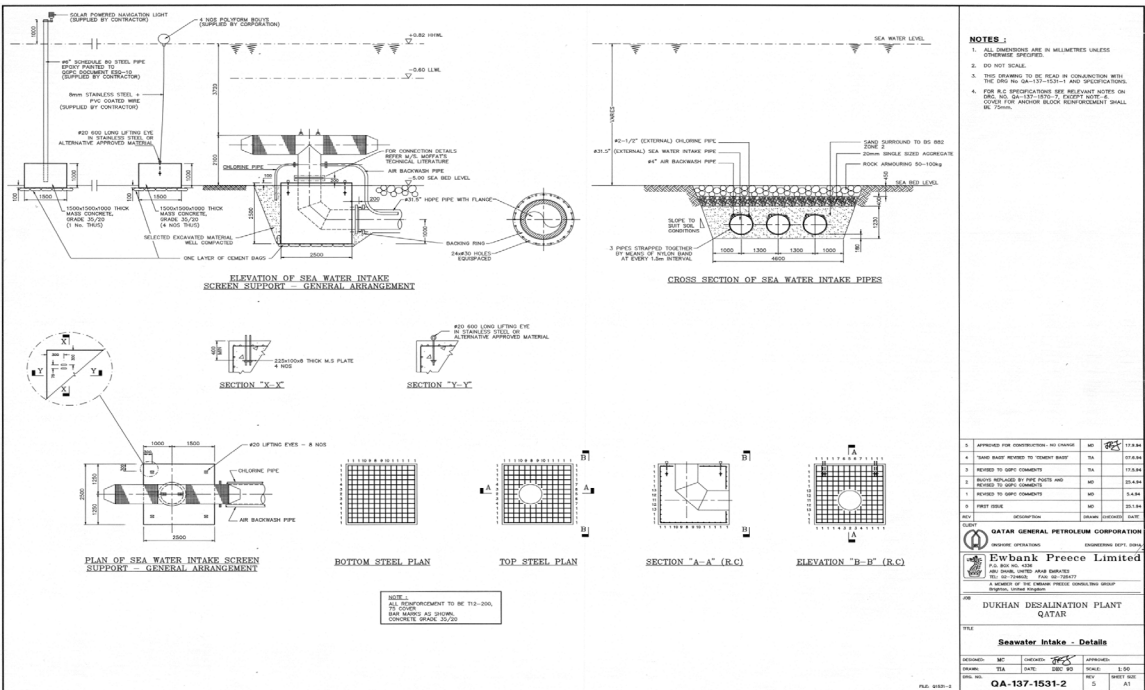
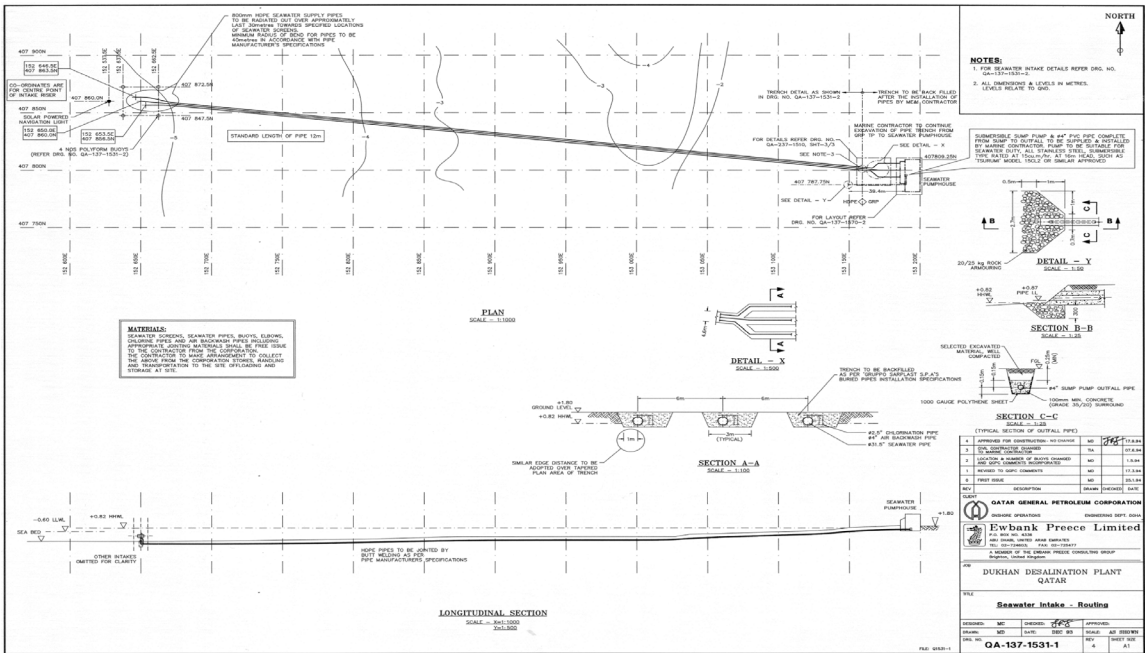
GIS Maps for Demolition and PTW



Purchase by Bidder on as-is-where-is basis of all Equipment, Machinery etc. of Dukhan Desalination Plant (DDP) after Dismantling, Demolition, Excavation, Removal and Disposal



APPENDIX 10
Seawater Intake – Routing



APPENDIX 12

Approved Environmental Permit

APPENDIX 13

Decommissioning Guideline

Section V. The Conditions of Agreement

5.1 Price

The Contract price is in QAR shall be on total lump sum basis in "**As Is Where Is**" basis on Ex-site i.e., Sellers premises basis.

The Contract price shall be exclusive of all charges/costs to be incurred by the Buyer for including but not limited to all dismantling, demolition, removal, safe disposal, all necessary insurance, authorities approvals, taxes, any other Government charges and transportation, hiring of all required personnel and equipment for such works, and any foreseen/unforeseen costs in fully completing the mentioned works, all the items, equipment, machinery and systems along with but not limited to their associated auxiliaries and buildings and steel structures. The bidder also confirms to obtain the necessary insurance and all required approvals from the Government/Statutory bodies, and that the relevant costs/charges for all required insurance for safe execution of the works and obtaining necessary approvals from all relevant government bodies shall be entirely borne by the Bidder.

The Value Added Tax and any costs and charges incurred for packaging, insurance, transport and shipping of the Equipment from the site and beyond shall be the responsibility of the Buyer.

It shall be the Buyers responsibility to pay to the statutory authorities the taxes and duties that are applicable for the purchase of the Equipment in Qatar, the acknowledgment shall be obtained and submitted to the Seller prior to the start of dismantling/lifting of the Equipment. The Bidder confirms that in case of non-compliance, or any charges levied on the Seller by the Qatar Government with respect to the sale of the Equipment, then such charges levied on the Seller shall be reimbursed by the Buyer at actuals.

5.2 Languages and Law

The language of the Agreement shall be English language.

This Agreement shall be governed by and construed in accordance with the laws and regulations of the State of Qatar.

5.3 Assignment and Subcontracts

The Buyer shall not without the written consent of the Seller, assign its rights under the Agreement.

Neither the Seller nor the Buyer shall assign obligations under the Agreement without the written consent of the other Party.

The Buyer shall not, Sub-contract any of its obligations under the Agreement unless otherwise obtained the prior written consent of the Seller.

No consent by the Seller to any Sub-contract and no Sub-contracting by the Buyer shall in any way relieve the Buyer from any liability or obligation under or in connection with this Agreement

5.4 Successors

This Agreement shall not be dissolved by the demise of the Seller or the Buyer. Their respective rights and obligations shall pass to their successors.

5.5 Time schedule for completion of the contract:

The Plant sold under this Sale Order shall be dismantled / removed, transported out from the sites area and cleared sites / ground to be handed over within the period mentioned in the schedule B.

5.6 Effective date of Contract

Effective date of Contract shall commence from:

- a) issue of Sale Order or
- b) from the date of front availability or
- c) from the date of making full payment of the sale order value along with applicable taxes and duties

Whichever occurs later Front will be handed over only on receipt of payment.

5.7 Payment

On issuance of Sale Order, Buyer shall make payment for 100% (one hundred percent) of the Sale Order value, excluding applicable taxes, to the Seller within 5 working days from the date of Sale Order.

Mode of payment shall be by Wire Transfer of funds to Seller's account.

The currency of the bid is QAR, all payments and quotation shall be in QAR Access to the plants shall not be allowed unless full payment is received.

No partial payments are allowed. In the event full payment is not made within 5 working days, then Contract will be terminated and Tender Bond submitted will be forfeited by encashing the Bank Guarantee.

Time for payment shall be of the essence.

Without prejudice to the provisions of the Contract, the Seller shall be entitled to commence proceedings against the Buyer to recover the full value of the Sale order and any applicable damages if full payment is not made by the Payment Due date.

5.8 Performance Bond

The Buyer shall, within five (5) working days from the date of the Sale Order, provide a Bank Guarantee in the form of a Performance Bond equivalent to thirty percent (30%) of the Sale Order value. The Performance Bond shall remain valid for a period of eighteen (18) months from its issuance; extendable upon Nebras request.

The Buyer shall, no later than thirty (30) days prior to the expiry of the Performance Bond, extend its validity for a further period. The Parties may agree in writing on the duration of such extension; however, if no such agreement is reached at least thirty (30) days prior to expiry, the Buyer shall unconditionally extend the Performance Bond for a period equal to the initial validity period.

Failure by the Buyer to extend the Performance Bond in accordance with this clause shall entitle the Seller to immediately call upon and encash the Performance Bond, without the need for prior notice or further justification.

The Performance Bond shall be returned by Seller within 30 days on completion of the following activities:

- a) removal of all the Equipment and handing over the cleared Site to Seller unless otherwise excluded in this agreement or the bid documents and providing third party test for soil investigation and a report certifying that no foundation/piles are left

underground and that no soil contamination has occurred.

- b) No dues are pending to be paid like ground rent and other related charges as assessed by the Seller.
- c) Issuance of the Completion Certificate by the Seller to the Buyer.
- The Bank Guarantee which its wording is appended hereto must be issued or endorsed by a bank or a bank branch in Qatar. Cash or check is not an acceptable substitute. A bank guarantee issued in respect of another tender is not acceptable. Bonds issued by insurance companies are not acceptable. The wording of the Bank Guarantee must be exactly in accordance with the format appended hereto.

5.9 Penalty for not executing the Contract in time

In the event of non-completion of the scope of work within the specified time schedule, including any duly extended period, a penalty of 15,000 QAR /- per day shall be charged for each day of delay.

The Buyer shall be liable to pay the full amount of the accrued penalties to the Seller prior to any continuation of the dismantling works. In the event of such delay and non-payment of the penalty amount, the seller shall have the right to deny access to the project site, suspend the dismantling works and /or take any other legal or contractual remedies available to secure its entitlement to the penalty amount.

5.10 Return of Tender Bond

Tender bond will be returned to the buyer upon receipt by the Seller of (i) Performance Bond for 30% of the Sale order value and (ii) full payment of the Sale Order value. The Buyer shall extend the validity of the Tender Bond for such time as may be required by the Seller until the Performance Bond and full payment have been received.

5.11 Forfeiting of (Tender Bond)

If the Buyer does not submit the Performance Bond and make full payment within the time specified or in the event of termination of sale order due to non-receipt of full payment, the tender bond

amount will be forfeited by the Seller.

5.12 Risk

The risk associated with the entire DDP Plant shall be transferred to the Buyer upon issuance of the Release Order.

5.13 Disputes:

The parties agree to pursue diligently an amicable resolution of any controversy, claim or dispute arising out of, or relating to this Agreement. If either party wishes a dispute to be submitted amicably, he shall serve upon the other party a notice in writing requesting the meeting of the Senior Officers of the parties. In the event the Senior Officers fail to arrive at a mutually agreed resolution of the dispute within 10 business days after service of the aforementioned notice, then the dispute will be finally settled by arbitration.

The arbitration shall be conducted in accordance with the arbitration rules ("Rules") of the Qatar International Center for Conciliation and Arbitration (QICCA) at the Qatar Chamber of Commerce and Industry, by a sole arbitrator appointed in accordance with said Rules.

If the Parties fail to agree on the appointment of the sole arbitrator within ten (10) business days following the expiry of the amicable settlement period, either Party may request QICCA or the competent Qatari court to appoint the arbitrator.

The seat of arbitration shall be Doha, Qatar, and the language of the proceedings shall be English. The arbitration shall be governed by the substantive and procedural laws of the State of Qatar.

The cost of arbitration shall be shared equally by the parties during the arbitration procedures. Thereafter, the costs shall be reapportioned between the parties according to their liabilities under the award of arbitration

5.14 Force majeure:

Neither party shall be liable for any delay, damage, loss, or failure to performing any of its obligations to the extent such failure is caused by an event of force majeure.

Force Majeure means any exceptional event or circumstance that:

- i. occurs after entering into this agreement;
- ii. is beyond the reasonable control of the affected Party;
- iii. is not due to any act or omission of the affected Party; and,
- iv. could not have been reasonably foreseen, prevented, or mitigated.

Force Majeure events may include, but are not limited to;

- war, terrorism, embargoes, or civil unrest;
- Natural disasters with public impacts such as earthquakes, floods, etc);
- changes in legislation and governmental decisions;
- changes in applicable laws, regulations, or governmental decisions that render performance legally or practically impossible.

The party affected by the occurrence of the event of Force Majeure shall promptly notify within (10) ten days of such occurrence to the other party hereto at its commencement and again upon its cessation, providing reasonable evidence of its impact on the affected obligations. if any, showing the existence or termination of such event and its effect on the Work.

The affected Party shall be entitled to an extension of time to perform its obligations, commensurate with the duration and effect of the Force Majeure event.

Notwithstanding, Force Majeure shall not apply to obligations of either Party to make Payments to the other Party under the Contract.

5.15 Termination of Contract

a) Breach of Contract by Buyer

In the event of Buyer's failure to fulfill any of its obligations under the Contract including, but not limited to, failure to take delivery of the Equipment in accordance with the terms of the agreement, the Seller shall have the right, at its sole discretion and without the need for further notice, to terminate the Contract with immediate effect and without a court judgement according to Article 184 of Qatar Civil Code in respect of any Equipment not collected by the Buyer as of the termination date.

The Seller's determination regarding the Buyer's breach shall be final and binding. Upon such termination, any amounts already paid by the Buyer, including the Earnest Money (as applicable), shall be forfeited in favor of the Seller without prejudice to any other rights or remedies the Seller may have under the Contract or applicable law.

b) Termination by Seller

The Seller shall be entitled to terminate the Contract at Seller's convenience, at any time giving (10) ten days' notice to the Buyer. Such notice of termination shall specify the date upon which it shall become effective. On receipt of such notice, the Buyer shall cease all further works of dismantling and remove all the equipment, which is on the site and repatriate all his staff and labor from the Site. The Buyer shall be compensated to the extent of the Equipment that have not been dismantled and removed from the Works as assessed by the Seller and all incidental costs incurred by the Buyer.

5.16 The Seller shall in no event be liable for any loss whatsoever arising out of or caused to Buyer or any successor for any consequential, incidental or indirect damages arise out of this Contract.

5.17 The buyer shall be responsible for negotiating, obtaining and bearing the costs associated with securing any and all licenses , permits, approvals or authorizations required to execute and complete the scope of work, in accordance with the Contract applicable laws and regulations.

5.18 The buyer shall be responsible for protecting all the surroundings, public roads etc. during the execution of the works and shall repair any damages to public works.

5.19 No variations of these Conditions will be valid unless agreed by both parties.

Section VI. Particular Terms and condition

6.1 Power

Buyer to arrange for mobile generators at their cost to meet the power requirements for the dismantling and for other use. Seller would not be providing any power at the project site.

6.2 Water

Service and Potable water required for the office and dismantling work would be arranged by the buyer.

Other required toilet cabins and rest rooms are to be arranged by the Buyer at his own cost.

6.3 Progress Report and Weekly Reports

- a) Progress reports shall be submitted by Buyer in the format as required by Seller or his authorized representative(s).
- b) Buyer shall submit weekly reports consisting of the following information, by every Sunday 10.00 AM:
 - i) Total number of Expatriate Workers in the working areas.
 - ii) Total number of local Workers in the working areas.
 - iii) List of equipment deployed.
 - iv) Progress Report of the previous week and up to date of the report.

6.4 Employment of Engineers/Supervisory

To ensure proper execution of work, Buyer must engage adequate number of full-time qualified Engineers/Supervisors/Managers possessing the requisite experience and competency.

6.5 Security

Buyer shall make his own arrangements to protect all materials, plant and equipment from pilferage, vandalism, accidental damage or loss of any kind at its cost. Seller or his authorized representative(s) shall not be responsible for any such occurrences.

Buyer shall obtain DCA Security gate passes for all personnel. Security passes to be obtained from MOI / QatarEnergy with Nebras Energy permission.

6.6 Job site regulations and requirement

Buyer shall comply with and be bound by all regulations and requirements established by Seller or his authorized representative(s), and their employees engaged in the work under this Contract or in preparation for such work.

6.7 Work outside DDP battery limit

If bidder has the need to work outside of the fence of DDP, Bidder has to take all appropriate and compulsory approvals from all relevant stakeholders; including but not limited to, QatarEnergy, Nebras Energy. Etc. Please refer to GIS MAP for Contractor PTW in APPENDIX 9 to have better visibility on the areas outside DDP battery limit (i.e. outside the green bounded zones in the GIS MAP for Contractor PTW). All relevant procedures for QatarEnergy's Permit to Work will be provided to the relevant Bidder/s.

6.8 Execution of work during Night

When the work is carried out at night or in obscured daylight, adequate arrangements for illuminating the working area shall be made by Buyer at his own cost. The adequacy of such lighting arrangement shall be reviewed and approved by the Seller.

6.9 Fuel Storage Tanks

The storage of gasoline and other fuel oils or other inflammable materials shall conform to the regulations laid down for such storage by the concerned Statutory authorities of Qatar Government.

6.10 Protection of QatarEnergy's assets outside the perimeter of DDP boundary limits

Contractor must protect all QatarEnergy's assets, outside the fence of DDP, to the satisfaction of QatarEnergy. If there is any damage to QatarEnergy's assets, QatarEnergy must be informed immediately, the damage must be rectified at Contractor's cost to the satisfaction

of QatarEnergy.

6.11 Responsibility of Safety

Buyer shall comply with safety regulations as per statutory requirement under the Qatar Government or any other relevant status

- i) The safety of all persons employed by Buyer and his sub-contractors on the work site or any other person who enters upon the work site for reasons relating to this Contract, shall be the sole responsibility of Buyer and he shall defend, indemnify and save harmless Seller or his authorized representative(s) from and against any actions, claims, damages, cost resulting from death to or injuries sustained by these person(s), on the work site. Statutory regulations for safety of workers shall be followed and the workmen provided with necessary safety gadgets.
- ii) Buyer shall always maintain good order among his employees and shall not employ on the work site any unfit person or anyone not skilled in the work assigned to him. Buyer shall confine his employees and all other persons, who came on to the work site at his request or for reasons relating to this Contract, and confine his equipment to that portion of the work where the work under this Contract is to be performed or to roads leading to and from, such work sites and to any other area which Seller or his authorized representative(s) may permit Buyer to use.
- iii) Buyer shall always take all reasonable measures and precautions to prevent injuries to or death of any of his employees or any other person who enters upon the site. Such measures and precautions shall include, but shall not be limited to, all safeguards and warnings necessary to protect workman and others against any conditions on the portion of the Work which could be dangerous and to prevent accidents of any kind whenever work is being performed in proximity to any moving or operating machinery, equipment or facilities, whether such machinery, equipment or facilities are the property of or are being operated by Buyer, his sub-contractors, Seller or his authorized representative(s) or other Contractor or other persons.

- iv) It is understood that if employees of Seller or its authorized representative(s) perform any acts for the purpose of discharging the responsibility undertaken by Buyer in this article, whether requested to perform such acts by Buyer or not, such employees of Seller or its authorized representative(s) while performing such acts, shall be considered the agents and servants of Buyer, subject to the exclusive control of Buyer.

6.12 Explosives and Hazardous Materials and their Disposal

Hazardous material to be safely stored on temporary basis and segregated from other wastes in accordance to regulatory requirements. In addition, handling and disposing of the material requires approved contractor taking into consideration all authority and regulatory laws and regulations. In case of blasting, the hours during which blasting operations may be carried- out shall be subject to the approval of Seller or his authorized representative(s).

Disposal of the hazards material and POL shall be as per the prevailing norms of the Government of Qatar/Seller. Buyer shall be familiarized with the methods for disposal prior to the commencement of the dismantling to ensure that the environment is not polluted.

6.13 Labor Laws

Buyer shall comply with all laws, ordinances, regulations and decisions of as applicable in Qatar. Buyer shall indemnify and hold the Seller or his authorized representative(s) harmless from any claims, fines or penalties which may be made against Seller or his authorized representative(s) because of Buyer's failure to fulfill these obligations.

Section VII. Special Terms and Conditions

7.1 The Buyer shall comply with rules and regulations as stipulated by the concerned statutory authorities.

7.2 Any damage/losses due to non-compliance of the rules and regulations by the Buyer representatives, subcontractors, transporters etc. will be entirely the responsibility of the Buyer.

7.3 For dismantling of the Equipment under scope of Sale from the effective date of contract, Buyer's equipment taken for dismantling and manpower deployed shall be covered with an Insurance Policy obtained by the Buyer at his cost. The Insurance Policy shall be kept valid till the completion of the Contract.

Buyer shall, at its sole expense take insurance coverage towards third party liability for damage or death of the personal. All Risk Insurance for personnel and assets shall be obtained, including any other relevant insurance that is required for specific dismantling and demolitions works, shall be obtained by the Buyer at his own cost.

A copy of the Insurance policy taken to be submitted to the Seller for their review and records.

7.4 The equipment's / items shall be allowed to move out of the Plants premises by complying with the procedures laid down by the Seller. The equipment/items under the sale order to move out of the Plants premises with the written gate pass issued by the Seller or his authorized representative(s). However, the Buyer shall make own arrangements for security of his own material.

7.5 Nebras Energy will provide appropriate temporary laydown area and temporary service facilities area within the fence of DDP. Any additional arrangement required for temporary storage and transportation shall be the responsibility of Contractor. Please be advised that only bare land will be provided by Nebras Energy with no services, utilities or any kind of facilities; therefore, Contractor is responsible for all services, utilities or any kind of facilities related to all temporary facilities.

7.6 On completion of dismantling and removal of the equipment / items from the project site premises, the work site in the plant premises is to be handed over to Seller after necessary clean-up as per direction of the Seller.

7.7 The buyer shall complete all work and handover the sites to the seller not later than time frame as per the schedule (B)

7.8 Timetable for dismantling the units part by part shall be submitted along with the offer however the content of submitted time table is a subject of the seller approval.

7.9 At the end of each working day, the contractor is to ensure that all elements of the building or structures that remain in place are adequately secured to prevent the collapse of free standing elements during silent hours.

7.10 The rates of the offer for this project work shall consider the costs for protecting the work existing adjacent structures etc as Bidder cost.

7.11 SAFETY MEASURES:

- 1) All safety PPE to be worn by operatives at job site.
- 2) The safety regulations & the environmental regulations shall be read and pursued by each member.
- 3) Contractor shall submit SSP for Nebras Energy and QatarEnergy review and approval. SSP shall detail how security will be managed at the site to provide 24/7 security coverage. The SSP shall include as a minimum:
 - Site security organisation.
 - Site security design and physical security controls
 - Security operation procedure(s).
- 4) All lifting tools slings, shackles, belts etc. to be tested and certified before use.
- 5) All operatives shall attend the relevant site safety induction.
- 6) All Harness, Lanyards, & other relevant equipment are regularly maintained & inspected before use
- 7) All equipment shall be fully calibrated & tested before implementation.
- 8) Risk Assessment and Method Statement must be prepared and reviewed by the Concerned Engineer. Nebras Energy shall review and approve such Risk Assessment and Method Statement if acceptable.
- 9) All Above seabed pipelines and installations Method Statement for removal must be submitted for Nebras Energy review and approval.
- 10) The job must be done after positive isolation with valid Permit granted by both QatarEnergy and Nebras Energy.
- 11) Adverse weather condition & Wind Velocity must be taken care in case of Work at Height.
- 12) Proper Work Platform to be prepared for safe execution of job. Tool box To be followed on daily basis.
- 13) The duration will be advised by the contractor, the work should be performed during the planned outage period.

- 14) Contractor shall follow Nebras Energy rules & regulations including safety regulations.
- 15) All personnel must be trained on relevant areas of work (working at height; confined space entry; rigging & Slings; manual handling; etc.)
- 16) Operators of mechanical lifting equipment must be certified.
- 17) High-risk activities will be closely monitored by Nebras Energy for safe execution.

Section VIII. Contract Agreement

Nebras Energy Q.P.S.C, a public shareholding company, duly established under the laws of the State of Qatar, having its principal place of business at Navigation Tower, Al-Dafna Area, Floor 46, Maysaloun street, Building No. 11, Street No 860, Zone 63, Doha, State of Qatar, and P.O. Box 22046, Doha, State of Qatar (hereinafter referred to as "the Seller"), of the one part;

[●], a company organized and existing under the laws of [●], having its principal place of business at [●](hereinafter referred to as "the Buyer"), of the other part.

Whereas the Seller desires to sell the Dukhan Desalination Plant (DDP) as a **single package** and on a "as is where is" basis ,

Whereas, (DDP) consists, inter alia, of two (2) Auxiliary Transformers, two (2) Auxiliary Boilers, two (2) Multi Effect Evaporators, various pumps and auxiliary systems (including above and underground infrastructure), along with related civil structures and buildings, all as further detailed in Volume 2- Technical Specification, which provides the complete list of all items and equipment's to be dismantled.

Whereas the Seller has accepted the Buyer's proposal for the purchase of assets and dismantling of the DDP.

Now, therefore, the Parties hereby agree as follows:

1. In this Agreement, words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Agreement unless otherwise required by the context in which a defined term appears.
2. The Buyer agrees to purchase and dismantle the plants with its auxiliaries, all sub- systems and ancillary equipment as one package and as seen subject to and in accordance with the conditions of engagement provided in this agreement and the documents stated hereof.
3. The documents forming the agreement are to be taken as mutually explanatory of one another. For the purposes of interpretation, the priority of the documents shall be in accordance with the following sequence:
 - a. This Contract Agreement

- b. Tender and Commercial Terms (Vol-1)
- c. Schedule (A) : Price Schedule
- d. The Conditions of Agreement
- e. Technical Specification (Vol-2)
- f. Schedule (B) : Time Schedule

If an ambiguity or discrepancy is found in the documents, the Seller shall issue any necessary clarification or instruction.

4. The Buyer hereby agrees to pay the Seller a **Total of QAR**Towards the procurement of DDP Equipment in consideration of the performance Of the Buyer's obligations prescribed hereof and the details given in Schedule (A) and such other amounts as may become payable under the provisions of this agreement.
5. All matters not described herein shall be governed by relevant laws of State of Qatar. If any term or provisions of this Agreement is held to any extent invalid or unenforceable as per the law of State of Qatar, the remaining terms and provisions shall be fully valid and enforceable permitted by law.
6. The Buyer shall be liable for any delay in dismantling the Plants due solely to any action or inaction on the part of the Buyer. The Buyer agrees to pay to the Seller penalties as detailed in the Agreement.
7. It is agreed by both parties that this Agreement is on "As is Where is" basis . The Buyer expressly acknowledges and agrees to accept all Equipment in its existing condition, with any and all faults, defects or deficiencies, and without any warranty – expressed or implied - by Seller as to the fitness of the Equipment for any particular purpose.

The Buyer further confirms that it has been given the full opportunity to inspect the whole plant including buildings, Equipment, its auxiliaries, cables, Sea water pump house, SW discharge, SW intake system and Hypo-dozing, Brine outfall, and all other assets and systems comprising the scope of sale under this Agreement.

The Buyer affirms that it is not relying on any photographs, videos, representation, statement or other assertions made by the Seller with respect to the Equipment's condition. Instead, the Buyer confirms that it is relying on its own knowledge expertise, and independent

inspection of the DDP and fully understands the scope of works under this Agreement. The Buyer accepts the Equipment with the express understanding that no warranties , guarantees, or representations of any kind—whether express or implied—are provided by the Seller.

IN WITNESS whereof the parties have executed this CONTRACT AGREEMENT
the day and year first above written

Authorized Signature of the Seller

Authorized Signature of the Buyer

FOR & ON BEHALF OF

FOR & ON BEHALF OF

APPENDIX A

Price Schedule

Sale of the Dukhan Desalination Plant (DDP) and dismantling, demolishing and disposal of ***all above ground and underground*** mechanical, electrical and related civil, steel structure and foundations of the equipment and all its associated auxiliaries Lump Sum fixed Price INCLUSIVE of the dismantling, packing, forwarding, transportation and insurance till the complete dismantling.

Sr No	SCHEDULE OF PRICE	Price in QAR (in figures and in words)
1	Sale of the Dukhan Desalination Plant (DDP) Plant and dismantling, demolishing and disposal of <i>all above and underground</i> (i.e. onshore and offshore) mechanical, electrical and related civil, steel structure and foundations of the equipment and all its associated auxiliaries Lump Sum fixed Price.	

APPENDIX B

Time schedule

The time schedule for dismantling the Plant and removing all Equipment from the Sellers premises from the date of issue of Release Order to start the work.

Timetable for dismantling the units' part by part shall be in according to the attached time frame agreed by the Parties.

The buyer shall submit the work program with his offer for handover the site to the seller.

All dismantling and cleaning work shall be completed in full before shifting to other plant.

Any delay would attract the Penalty as detailed in the Conditions of the Agreement.

Date of completion is adjustable based on the number of Blocks awarded to the bidders.

The timetable is an essential element thus will be considered when awarding the contract.