



**Oil India Limited - Gabon Project,
La Sabliere, Immeuble FIDJI,
Pres de la Cour Constitutionnelle,
BP – 23134, Libreville, Gabon
E-mails: bhavik_mody@oilindia.in**

Tender no. OIL/GABON/ENQ-PAYROLL/007/2025

DATE: 08.12.2024

Sub: Tender No. OIL/GABON/ENQ-PAYROLL/007/2025 for Hiring of consultancy services for Payroll and Social Tax Services, Annual Salary Declaration, Personal Income Tax etc.

Dear Sirs,

- 1.0 A consortium of Oil India Limited (OIL) and Indian Oil Corporation Limited (IOCL) where OIL is the operator is operating in the onshore Shakthi Block-II, Gabon. In connection with the operations in Republic of Gabon, OIL invites your bid against this enquiry for Hiring of consultancy services for Payroll and Social Tax Services, Annual Salary Declaration, Personal Income Tax etc.
- 2.0 You are invited to submit your most competitive bid on or before the scheduled bid closing date and time through a sealed envelope at the address given in this document. For your ready reference, few salient points of the tender (covered in detail in the Bid Document) are highlighted below:

IFB No./ Tender No.	OIL/GABON/ENQ-PAYROLL/007/2025
a. Type of IFB.	Single Packet Bid System
b. Bid Closing Date & Time.	18.12.2025 12 Noon
c. Bid Opening Date & Time	18.12.2025 12.30 PM
d. Priced Bid Opening Date & Time.	18.12.2025 12.30 PM
e. Bid Submission Mode.	Bids to be submitted in a sealed envelope mentioning the Tender no., Name of bidder and submission end date on the envelope. The sealed envelope is to be submitted in original to the address given below.
f. Bid Opening Place.	General Manager (Gabon Project) Oil India Limited - Gabon Project, La Sabliere, Immeuble FIDJI, Pres de la Cour Constitutionnelle, BP – 23134, Libreville, Gabon
g. Bid Validity.	30 days from bid Closing date.
h. Amount of Performance Security	5% of contract value
i. Performance Security Validity	90 days beyond the expiry of the contract
j. Effective date of contract	01.01.2026

k. Duration of the Contract	1 year with a provision of extension by another 6 months
l. Quantum of Liquidated Damage for Default in Timely Mobilization	Refer Liquidated Damages clause of General Conditions of Contract

3.0 **Pre-Bid Conference:** Not Applicable.

4.0 **FURNISHING FRAUDULENT INFORMATION/DOCUMENT:** The information and documents furnished by the bidder/contractor in respect of the subject tender/contract are accepted to be true and genuine. However, if it is detected during technical scrutiny or after award of the contract or after expiry of the contract, that the bidder had submitted any fake/ fraudulent document or furnished false statement, the offer/contract shall be rejected/ cancelled, as the case may be and the bidder (if fake document/false statement pertains to such bidder) shall be dealt as per the Banning Policy (available in OIL's website) of Company. The bidder has to submit an undertaking in this regard as per attached **PROFORMA-IV**.

5.0 The order of precedence of the documents in this tender document is as under:

- i) Scope of Work / Terms of Reference
- ii) Special Conditions of Contract
- iii) Schedule of Rates
- iv) General Conditions of Contract
- v) Instruction to Bidders

6.0 OIL now looks forward to your active participation in the IFB.

Thanking you,

**Yours faithfully,
OIL INDIA LIMITED**

**(Bhavik Mody)
Chief Manager (Contracts)-Gabon Project
For General Manager (Gabon Project)
Oil India Limited, Gabon Project**

INSTRUCTIONS TO BIDDERS

- 1.0 **Eligibility of the bidder:** This tender has been floated as a limited tender and has been issued to the bidders shortlisted by OIL, Gabon Project.

Only the bidders who have been issued the tender document are eligible for participation against the tender.

- 1.1 Bidder shall bear all costs associated with the preparation and submission of bid. Oil India Limited, hereinafter referred to as Company, will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

- 2.0 **Bid Documents:** The services required, bidding procedures and contract terms are prescribed in the Bid Document. This Bid Document includes the following:

- a) Forwarding letter
- b) Instructions to Bidders,
- c) General Conditions of Contract) (GCC)
- d) Scope of Work (SOW)
- e) Special Conditions of Contract) (SCC)
- f) Price Bid Format
- g) PROFORMAS

- 2.1 The bidder is expected to examine all instructions, forms, terms and specifications in the Bid Documents. Failure to furnish all information required in the Bid Documents or submission of a bid not substantially responsive to the Bid Documents in every respect will be at the Bidder's risk & responsibility and may result in the rejection of its bid.

- 2.2 Bidders shall be deemed, prior to submitting their bids, to have satisfied themselves about the weather conditions, working culture in the area, socio-political environment, safety & security aspects, law & order situation and law of the land, and obtain for themselves all necessary information as to the risks, contingencies and all other circumstances, which may influence or affect the various obligations under the Contract.

- 3.0 **Transferability of bid documents:**

- 3.1 Bid Documents are non-transferable. Bid can be submitted only by the bidder in whose name the Bid Document has been issued/registered.

- 3.2 Unsolicited bids will not be considered and will be rejected straightway.

- 4.0 **Amendment of bid documents:**

- 4.1 At any time prior to the deadline for submission of bids, the Company may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the Bid Documents through issuance of an Addendum(s)/Corrigendum(s)/Amendment(s).

- 4.2 Any such Addendum(s)/Corrigendum(s)/Amendment(s) will be communicated to the bidders by the Company.

5.0 **Preparation of Bids**

5.1 **Language of Bids:** The bid prepared by the bidder and all correspondence and documents relating to the bid exchanged by the Bidder and the OIL shall be written in English language. Supporting documents and printed literature furnished by the Bidder may be in another language provided they are accompanied by an accurate translation of the relevant passages in English. In case of any discrepancy between the original and the translated document, for purposes of interpretation of the bid, the translation shall prevail.

5.2 **Bidder's Name & address:** Bidders should indicate in their bids their detailed postal address including the Fax/Telephone / Cell Phone Nos. and E-mail address.

5.3 **Documents comprising the bid:** Bids shall comprise of the following components:

(A) Technical Bid

- a) Complete technical details of the services offered.
- b) Statement of Compliance (PROFORMA-I).
- c) All other relevant Undertakings and Proformas as applicable as part of Bid.

(B) Price Bid

- a) Duly filled Price-Bid Format.

The Priced Bid shall contain the prices in FCFA and any other commercial information pertaining to the service offered.

6.0 **Bid Price:**

6.1 Prices must be quoted by the Bidders as per the Price/Bidding format.

6.2 Prices quoted by the successful bidder must remain firm during its performance of the Contract and is not subject to variation on any account.

6.3 All duties (except TDS, TVA and CSS) and other cess/levies applicable, shall be included in the rates.

7.0 **Currency of bid and payment:** Bidders can submit their bids in **FCFA** only.

8.0 **BID SECURITY: Not applicable.**

9.0 **PERIOD OF VALIDITY OF BIDS:**

9.1 Bids shall remain **valid for 30** days from the date of closing of bid prescribed by the Company. **Bids of shorter validity will be rejected as being non-responsive.** If nothing is mentioned by the Bidder in their bid about the bid validity, it will be presumed that the bid is valid as per the tender conditions.

9.2 In exceptional circumstances, the Company may solicit the Bidder's consent to an extension of the period of validity. The request and the response thereto shall be made in writing through Fax or e-mail. A Bidder may refuse the request for validity extension. A Bidder granting the request will neither be required nor permitted to modify their Bid.

10.0 **SUBMISSION OF BID:**

Bids are to be submitted in a sealed envelope to the following address:

General Manager (Gabon Project)
Oil India Limited - Gabon Project,
La Sabliere, Immeuble FIDJI,
Pres de la Cour Constitutionnelle,
BP – 23134, Libreville, Gabon

The envelope must clearly mention the tender number, last date of submission and name and address of the bidder.

11.0 **DEADLINE FOR SUBMISSION OF BIDS:**

11.1 Bids should be submitted on or before the submission deadline mentioned above. No changes can be made in the bid after formal submission of offer. In case the bidder wishes to withdraw their bid, the same has to be done before the bid closing date and time.

11.2 No bid will be accepted after the submission deadline.

11.3 The bid in physical form must be received by Company at the address mentioned above on or before the scheduled Bid Closing Date and time. Timely delivery of the same is the responsibility of the Bidders.

12.0 **LATE BIDS:** Bidders are advised in their own interest to ensure that their bids are submitted before the closing date and time of the bid. Any bids received by the Company after the deadline for submission prescribed by the Company shall be rejected and shall be returned to the Bidders in unopened condition immediately.

13.0 **WITHDRAWAL OF BIDS:**

13.1 The Bidder after submission of Bid may withdraw its Bid prior to Bid Closing Date & Time with a written request to General Manager (Gabon Project), Oil India Limited.

13.2 No Bid can be withdrawn subsequent to the deadline for submission of Bids.

13.3 No Bid can be withdrawn in the interval between the deadline for submission of Bids and the expiry of the period of Bid Validity specified by the Bidder on the Bid Form. Withdrawal of a Bid during this interval shall result in the Bidder's forfeiture of its Bid Security and bidder shall also be debarred from participation in future tenders of OIL as per the Banning Policy of OIL.

14.0 **EXTENSION OF BID SUBMISSION DATE:** Normally no request for extension of Bid Closing Date & Time will be entertained. However, OIL at its discretion, may extend the Bid Closing Date and/or Time due to any reasons.

15.0 **BID OPENING AND EVALUATION:**

15.1 Company will open the Bids, in presence of Bidder's representatives who choose to attend at the date, time and place mentioned in the Introduction. However, an authorization letter (PROFORMA-II) from the Bidder on Bidder's letterhead must be produced by the Bidder's representative at the time of Bid Opening. Unless this Letter is presented, the representative will not be allowed to attend the Bid Opening. The Bidder's representatives who are allowed to attend the Bid Opening

- shall sign a register evidencing their attendance. Only one representative against each Bid will be allowed to attend.
- 15.2 In case of any unscheduled holiday or Bandh on the Bid Opening Date, the Bids will be opened on the next full working day. Accordingly, Bid Closing Date / time will get extended up to the next working day and time.
- 15.3 Normally no clarifications shall be sought from the Bidders. However, for assisting in the evaluation of the bids especially on the issues where the Bidder confirms compliance in the evaluation and contradiction exists on the same issues due to lack of required supporting documents in the Bid (i.e. document is deficient or missing), or due to some statement at other place of the Bid (i.e. reconfirmation of confirmation) or vice versa, clarifications may be sought by OIL. In all the above situations, the Bidder will not be allowed to change the basic structure of the Bid already submitted by them and no change in the price or substance of the Bid shall be sought, offered or permitted.
- 15.4 Prior to the detailed evaluation, Company will determine the substantial responsiveness of each bid to the requirement of the Bid Documents. For purpose of these paragraphs, a substantially responsive bid is one, which conforms to all the terms and conditions of the Bid Document without material deviations or reservation. A material deviation or reservation is one which affects in any substantial way the scope, quality, or performance of work, or which limits in any substantial way, in-consistent way with the Bid Documents, the Company's right or the bidder's obligations under the contract, and the rectification of which deviation or reservation would affect unfairly the competitive position of other bidders presenting substantial responsive bids. The Company's determination of Bid's responsiveness is to be based on the contents of the Bid itself without recourse to extrinsic evidence.
- 15.5 A Bid determined as not substantially responsive will be rejected by the Company and may not subsequently be made responsive by the Bidder by correction of the non-conformity.
- 15.6 The Company may waive minor informality or nonconformity or irregularity in a Bid, which does not constitute a material deviation, provided such waiver, does not prejudice or affect the relative ranking of any Bidder.
- 16.0 **PRICED BIDS EVALUATION:**
- 16.1 Company will open the Priced Bids of the Bidders along with the technical bids. Price bids of the qualified bidders will be considered for evaluation.
- 16.2 The Company will examine the Price quoted by Bidders to determine whether they are complete, any computational errors have been made, the documents have been properly signed, and the bids are generally in order.
- 16.3 Arithmetical errors will be rectified on the following basis:
"If there is a discrepancy between the Unit Rate and Total Amount (that is obtained by multiplying Unit Rate with Quantity), the unit rate shall prevail and the total amount shall be corrected accordingly. Similarly, if there is a discrepancy between words and figures, the amount quoted in words will prevail. If there is discrepancy between the percentage terms and calculated amount, the amount will be rectified by re-calculating the amount as per the percentage terms. Any bidder who does not accept the said correction procedure, their bid will be rejected."

16.4 **DISCOUNTS / REBATES:**

16.4.1 Unconditional discounts/rebates, if any, given in the bid will be considered for evaluation.

16.4.2 Post bid or conditional discounts/rebates offered by any bidder shall not be considered for evaluation of bids. However, if the lowest bidder happens to be the final acceptable bidder for award of contract, and if they have offered any discounts/rebates, the contract shall be awarded after taking into account such discounts/rebates.

17.0 **CONTACTING THE COMPANY:**

17.1 Except as otherwise provided in Clause 15.0 above, no Bidder shall contact Company on any matter relating to its bid, from the time of the bid opening to the time the Contract is awarded except as required by Company vide sub-clause 15.3.

17.2 An effort by a Bidder to influence the Company in the Company's bid evaluation, bid comparison or Contract award decisions may result in the rejection of their bid.

18.0 **AWARD OF CONTRACT**

18.1 **AWARD CRITERIA:** The Company will award the Contract to the successful Bidder whose bid has been determined to be substantially responsive and has been determined as the lowest evaluated bid, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily.

19.0 **COMPANY'S RIGHT TO ACCEPT OR REJECT ANY BID:** Company reserves the right to accept or reject any or all bids and to annul the bidding process and reject all bids, at any time prior to award of contract, without thereby incurring any liability to the affected Bidder, or Bidders or any obligation to inform the affected Bidder of the grounds for Company's action.

20.0 **NOTIFICATION OF AWARD:**

20.1 Prior to the expiry of the period of bid validity or extended validity, Company will notify the successful Bidder by issuance of Letter of Award (LOA).

20.2 Formal contract will be signed after submission of Performance Security.

21.0 **PERFORMANCE SECURITY:**

21.1 Successful bidder has to submit Performance Security amount as mentioned in SCC within 01 Week from the date of issue of Letter of Award (LOA).

21.2 Please refer the Performance Security clause in the GCC and SCC and ensure compliance with the same.

21.3 In case the Performance Security is being submitted in form of BG, the format of the BG should be as per Proforma-III.

22.0 **SIGNING OF CONTRACT:**

22.1 Formal contract will be signed after submission of Performance Security.

22.2 The successful Bidder shall sign and date the LOA and return it to the Company after receipt of LOA. Till the contract is signed, the LOA issued to the successful bidder shall remain binding amongst the two parties.

22.3 In the event of failure on the part of the successful Bidder to sign the contract, OIL reserves the right to terminate the LOA issued to the successful Bidder and invoke the Performance Security if submitted by the successful Bidder. The bidder will be suspended for the period of two years. This suspension of two years shall be automatic without conducting any enquiry.

23.0 **MOBILISATION ADVANCE PAYMENT:**

23.1 Request for advance payment shall not be normally considered. However, depending on the merit and at the discretion of the Company, advance against mobilisation charge may be given at an interest rate of 1% above the prevailing Bank rate (CC rate) of ORABANK from the date of payment of the advance till recovery/refund.

23.2 Advance payment agreed to by the Company shall be paid only against submission of an acceptable bank guarantee whose value should be equivalent to the amount of advance plus the amount of interest covering the period of advance. Bank guarantee shall be valid for 2 months beyond completion of mobilisation and the same may be invoked in the event of Contractor's failure to mobilise as per agreement.

23.3 In the event of any extension to the mobilisation period, Contractor shall have to enhance the value of the bank guarantee to cover the interest for the extended period and also to extend the validity of bank guarantee accordingly.

23.4 **INTEGRITY PACT:** Not applicable.

24.0 **LOCAL CONDITIONS:**

It is imperative for each Bidder to be fully informed themselves of all Gabonese as well as local conditions, factors and legislation which may have any effect on the execution of the work covered under the Bidding Document. The bidders shall be deemed, prior to submitting their bids to have satisfied themselves of all the aspects covering the nature of the work as stipulated in the Bidding Document and obtain for themselves all necessary information as to the risks, contingencies and all other circumstances, which may influence or affect the various obligations under the Contract.

No request will be considered for clarifications from the Company (OIL) regarding such conditions, factors and legislation. It is understood and agreed that such conditions, factors and legislation have been properly investigated and considered by the Bidders while submitting the Bids. Failure to do so shall not relieve the Bidders from responsibility to estimate properly the cost of performing the work within the provided timeframe. Company (OIL) will assume no responsibility for any understandings or representations concerning conditions made by any of their officers prior to award of the Contract. Company (OIL) shall not permit any Changes to the time schedule of the Contract or any financial adjustments arising from the Bidder's lack of knowledge and its effect on the cost of execution of the Contract.

25.0 **SPECIFICATIONS:** Before submission of Bids, Bidders are requested to make themselves fully conversant with all Conditions of the Bid Document and other relevant information related to the works/services to be executed under the contract.

PART-III, SECTION-1 : GENERAL CONDITIONS OF CONTRACT (GCC)

1.0 APPLICABILITY, DEFINITION & INTERPRETATION:

1.1 Applicability

All clauses in the General Conditions of Contract [GCC] shall apply to all transactions except as otherwise stated in the Special Conditions of Contract [SCC] and/or BEC-BRC. Furthermore, in the event if there is any conflict between the Principal text of the Agreement and the Appendixes, the Principal text will prevail.

1.2 Definition & Interpretation

In the contract (as hereinafter defined) the following words and expressions shall have the meaning hereby assigned to them except where the context otherwise requires:

1.2.1 COMPANY/OIL/Operator:

Shall mean Oil India Limited (OIL), a public limited company (Société Anonyme) having its registered office in Libreville, Gabon, and includes its successors and permitted assigns.

1.2.2 CONTRACTOR:

Shall mean the person or persons, firm or COMPANY or corporation incorporated in Gabon or abroad, who has been awarded with the contract and includes contractor's legal representatives, his successors and permitted assigns.

1.2.3 Contract:

Shall mean a written agreement between the COMPANY and the CONTRACTOR for execution of the services/works including all contract documents and subsequent amendments, if any.

1.2.4 Site:

Shall mean the place in which the operations/services are to be carried out or places approved by OIL for the purposes of the CONTRACT together with any other places designated in the CONTRACT as forming part of the site.

1.2.5 COMPANY's Site Representative/Engineer:

Shall mean the person or the persons appointed by the COMPANY from time to time to act on its behalf at the site for overall co- ordination, supervision and project management at site.

1.2.6 Sub-Contract:

Shall mean order/ contract placed by the CONTRACTOR for any portion of the CONTRACT or work sublet with necessary written consent of COMPANY on third party. Such sub-letting shall not relieve the CONTRACTOR from any obligation, duty

or responsibility under the CONTRACT.

1.2.7 Sub-Contractor:

Shall mean any person or firm or COMPANY (other than CONTRACTOR) to whom any part of the work has been entrusted by CONTRACTOR, with written consent of OIL or the persons appointed by OIL, successors and permitted assigns of such persons, firm or COMPANY.

1.2.8 Contractor's Representative:

Shall mean such person/or persons duly appointed representative at the site and base as the CONTRACTOR may designate in writing to the COMPANY as having authority to act for the CONTRACTOR in matters affecting the work and to provide the requisite services.

1.2.9 Contract Price/Value:

Shall mean the sum accepted or the sum calculated in accordance with the rates accepted in tender and/or the contract rates as payable to the CONTRACTOR for the entire execution and completion of the services/works, including amendments/modification/change order issued by the COMPANY.

1.2.10 Firm price:

The prices will remain unchanged, except for statutory changes, during currency of the CONTRACT unless specifically agreed to in writing by COMPANY.

1.2.11 Service/Works/Operations:

Shall mean and include all items and things to be supplied/done and all work /Service to be performed by the CONTRACTOR as specified in the Scope of Work under this CONTRACT and shall also include all extra, additional, altered or substituted works/services as required for the purpose of successful execution of the Contract.

1.2.12 Equipment/Materials/Goods :

Shall mean and include any equipment, machinery, instruments, stores, goods which CONTRACTOR is required to provide to the COMPANY for/under the CONTRACT and amendments thereto.

1.2.13 Drawings:

Shall mean and include all Engineering sketches, general arrangements/ layout drawings, sectional plans, all elevations, photographs, etc. related to the CONTRACT together with modification and revision thereto.

1.2.14 Specifications:

Means and includes all technical specifications, provision attached and referred to in the tender/contract document regarding method and manner of performing the

services and qualities of the service/materials to be provided under the contract and also as modified by the COMPANY/its site representative during the execution of contract in the best interest of service.

1.2.15 Engineer In-charge (EIC):

Shall mean the person designated from time to time by the COMPANY and shall include those who are expressly authorized by the COMPANY to act for and on its behalf for operation of the contract.

1.2.16 Inspectors:

Shall mean any person or outside Agency nominated by COMPANY to inspect equipment, materials and services, if any, in the CONTRACT (stage wise as well as final) as per the terms of the CONTRACT.

1.2.17 Tests:

Shall mean such process or processes to be carried out by the CONTRACTOR as are prescribed in the CONTRACT, considered necessary by the COMPANY or their representative to ascertain quality, workmanship, performance and efficiency of equipment or services thereof.

1.2.18 Approval:

Shall mean and include the written consent duly signed by COMPANY or their authorized official in respect of all documents, drawings or other particulars in relation to the CONTRACT.

1.2.19 Day:

Shall mean a calendar day of twenty –four (24) consecutive hours beginning at 00:00 hours with reference to local time at the site.

1.2.20 Month:

Shall mean a calendar month as per Gregorian calendar.

1.2.21 Year:

Shall mean calendar year as per Gregorian calendar.

1.2.22 Working day:

Means any day which is not declared to be holiday by the COMPANY.

1.2.23 Bid/offer:

Shall mean the proposal/Offer along with supporting documents submitted by the bidder in response to the tender or enquiry in accordance with the terms of Tender or Enquiry, for consideration by COMPANY, prior to award of contract.

1.2.24 Guarantee:

Shall mean the period and other conditions governing the warranty/guarantee of the services as provided in the CONTRACT.

1.2.25 Mobilization:

Shall mean rendering the equipment fully manned and equipped as per CONTRACT and ready to begin work at site designated by the COMPANY and accepted by the COMPANY after inspection.

1.2.26 De-mobilization:

Shall mean the removal of all items forming part of the Mobilization from the site of the COMPANY and inspection and acceptance thereafter by the COMPANY including compliance of requirement in relation to re-export of imported equipment/materials under concessional duty scheme in accordance with relevant notification from Customs Authorities.

1.2.27 Willful Misconduct:

Shall mean intentional disregard of good and prudent standards of performance or proper conduct under the Contract with knowledge that it is likely to result in any injury to any person or persons or loss or damage of property of the Company or Third Party.

1.2.28 Gross Negligence:

Shall mean any act or failure to act (whether sole, joint or concurrent) by a person or entity which was intended to cause, or which was in reckless disregard of or unjustifiable indifference to, avoidable and harmful consequences such person or entity knew, or should have known, would result from such act or failure to act. Notwithstanding the foregoing, Gross negligence shall not include any action taken in good faith for the safeguard of life or property.

1.2.29 Criminal Negligence:

Shall mean that the crime happened negligently, there was duty of care upon the Person but inadvertently due to his negligence, the duty was breached, which causes harm to the people in the form of death or serious injury.

1.2.30 Applicable fiscal and customs legislations

Means all laws and regulations that may apply to the CONTRACTOR and OIL, including:

- The Gabon General Tax Code, including provisions relating to Value Added Tax (VAT) and other domestic taxes;
- The CEMAC Customs Code and its implementing regulations governing import duties and taxes;
- The Hydrocarbons Code and its fiscal and parafiscal provisions where applicable; and
- Any other law, ordinance, regulation, or applicable text relating to taxation, customs, or parafiscal obligations in force in Gabon.

2.0 **CONTRACT DOCUMENT:**

2.1 **Governing language:** The governing language of the CONTRACT shall be English. All contractual documents and communications exchanged between the Parties shall be in English.

In accordance with Article 101 of the Gabonese Public Procurement Code, any document drafted in a language other than French shall be translated into French by an authorised translator whenever required by Gabonese authorities. In case of discrepancy between the English original and its French translation, the French version shall prevail only for regulatory purposes, while the English version shall remain binding between the Parties

2.2 **Entire Agreement:** The CONTRACT constitutes the entire agreement between OIL and the CONTRACTOR concerning its subject matter. It supersedes all prior communications, negotiations or understandings, whether written or oral, except for those documents expressly identified as part of the procurement file and incorporated into the CONTRACT in accordance with the Gabonese Public Procurement Code.

Only the documents formally included in the tender documentation or approved through the applicable procurement procedure shall have contractual force. In case of discrepancy, the hierarchy of documents established under the Special Conditions of Contract (SCC) and consistent with the requirements of the Gabonese Public Procurement Code shall prevail.

Any prior communication or understanding not expressly incorporated into the CONTRACT shall have no legal effect.

2.3 **Amendment in CONTRACT:** No Amendment of the Contract shall be valid unless it is in writing, is dated, expressly refers to the Contract, and is signed by a duly authorized representative of each party thereto. OIL shall not be bound by any printed conditions, provisions in the CONTRACTOR's BID, forms of acknowledgement of CONTRACT, invoice and other documents which purport to impose any condition at variance with or supplement to CONTRACT.

3.0 **WAIVERS AND AMENDMENTS:**

3.1 **Waivers:** It is fully understood and agreed that none of the terms and conditions of this contract shall be deemed waived by either party unless such waiver is executed in writing only by the duly authorized representatives of both the parties. The failure of either party to execute any right shall not act as a waiver of such right by such party.

3.2 **Change Program:** It is agreed that CONTRACTOR shall carry out work in accordance with the completion program (e.g. Drilling programme) to be furnished by the COMPANY, which may be changed from time to time by reasonable modifications in the program as COMPANY sees fit. COMPANY's instruction in this regard shall be final and binding.

4.0 **CONTRACT TIMELINE:**

4.1 In accordance with Article 135 of the Gabonese Public Procurement Code, the

CONTRACT shall become effective on the date it is formally notified to the CONTRACTOR, unless a later effective date is expressly stipulated in the CONTRACT.

The entry into force of the CONTRACT marks the beginning of all legal obligations related to its performance and, unless otherwise provided in the CONTRACT, triggers the commencement of the execution period.

4.2 Date of Commencement of Operation:

The date on which the mobilization is completed in all respects and CONTRACTOR is ready to commence operation as per the contract provision [Certified by the COMPANY's representative] will be treated as the date of Commencement of Operation.

Duration of the contract:

The contract shall be valid for a period as defined in the LOA and Special Conditions of Contract [SCC].

5.0 SCOPE OF WORK/CONTRACT:

Scope of the CONTRACT shall be as defined in the CONTRACT, specifications, drawings and Appendices.

6.0 GENERAL OBLIGATION OF CONTRACTOR:

CONTRACTOR shall, in accordance with and subject to the terms and conditions of this Contract:

- 6.1 Perform the work described in the Terms of Reference/Scope of Work. The CONTRACTOR shall execute the work with professional competence and in an efficient and workman like manner.
- 6.2 Except as otherwise provided in the Terms of Reference and the special Conditions of the contract, employ all labours/personnel as required to perform the work.
- 6.3 Perform all other obligations, work and services which are required by the terms of this contract or which reasonably can be implied from such terms as being necessary for the successful and timely completion of the work.
- 6.4 Comply with all applicable statutory obligations specified in the contract.
- 6.5 CONTRACTOR shall be deemed to have satisfied himself before submitting their bid as to the correctness and sufficiency of its bid for the services required and of the rates and prices quoted, which rates and prices shall, except insofar as otherwise provided, cover all its obligations under the contract.
- 6.6 CONTRACTOR shall be deemed, prior to submitting their bids, to have satisfied themselves about the weather conditions, working culture in the area, socio-political environment, safety & security aspects, law & order situation and law of the land, and obtain for themselves all necessary information as to the risks, contingencies and all other circumstances, which may influence or affect the various obligations under the Contract.
- 6.7 CONTRACTOR shall give or provide all necessary supervision during the

performance of the services and as long thereafter within the warranty period as COMPANY may consider necessary for the proper fulfilling of CONTRACTOR's obligations under the contract.

7.0 GENERAL OBLIGATION OF COMPANY:

COMPANY shall, in accordance with and subject to the terms and conditions of this contract:

7.1 Pay CONTRACTOR in accordance with terms and conditions of the contract.

7.2 Allow CONTRACTOR access, subject to normal security and safety procedures, to all areas as required for orderly performance of the work as specified in the Scope of Works of the contract or work connected therewith.

7.3 Perform all other obligations required of COMPANY by the terms of this contract.

8.0 DUTIES AND POWER /AUTHORITY:

8.1 OIL's site representative/engineer:

The duties and authorities of OIL's site representative/engineer are to act on behalf of OIL for:

- i. Overall supervision, co-ordination and Project Management at site
- ii. Proper and optimum utilization of equipment and services.
- iii. Monitoring of performance and progress
- iv. Commenting/ countersigning on reports made by the CONTRACTOR's representative at site in respect of works, receipts, consumption etc. after satisfying himself with the facts of the respective cases.
- v. He shall have the authority, but not obligation at all times and any time to inspect/test/examine/ verify any equipment machinery, instruments, tools, materials, personnel, procedures and reports etc. directly or indirectly pertaining to the execution of the work. However this shall not construe to imply an acceptance by the inspector.

Hence, the overall responsibility of quality of work shall rest solely with the CONTRACTOR.

vi. Each and every document emerging from site in support of any claim by the CONTRACTOR has to have the countersignature/ comments of the OIL's representative/engineer without which no claim shall be entertained by the OIL.

8.2 CONTRACTOR's representative:

(a) The CONTRACTOR's representative shall have all the powers requisite for the performance of the Service/Works, subject to holding due authorisation from the CONTRACTOR.

(b) Representative(s) shall liaise with OIL's representative/engineer for the proper co-ordination and timely completion of the works and on any matter pertaining to the works.

(c) Representative(s) shall extend full co-operation to OIL's representative/inspector/engineer in the manner required by them for supervision/inspection/observation of equipment, material, procedures, performance, reports and records pertaining to works.

(d) To have complete charge of CONTRACTOR's personnel engaged in the performance of the work and to ensure compliance of rules and regulations and safety practice.

9.0 Personnel to be deployed by contractor:

CONTRACTOR warrants that it shall provide competent, qualified and sufficiently experienced personnel to perform the work correctly and efficiently.

9.1 The CONTRACTOR should ensure that their personnel observe all statutory safety requirement including those prescribed by the COMPANY. Upon COMPANY's written request, CONTRACTOR, entirely at its own expense, shall remove immediately any personnel of the CONTRACTOR determined by the COMPANY to be unsuitable and shall promptly replace such personnel with personnel acceptable to the COMPANY. Replacement personnel should be mobilized within 15 days from the date of issuance of notice without affecting the operation of the COMPANY.

9.2 The CONTRACTOR shall be solely responsible throughout the period of the contract for providing all requirements of their personnel including but not limited to, their transportation to & fro from Duliajan/field site, enroute/ local boarding, lodging, personal protective gear & medical attention etc. COMPANY shall have no responsibility or liability in this regard.

9.3 However, COMPANY shall provide available medical assistance/facilities to CONTRACTOR's Personnel in case of emergency at its own establishment on chargeable basis.

9.4 CONTRACTOR's key personnel shall be fluent in English language (both writing and speaking).

10.0 PERFORMANCE SECURITY:

10.1 In accordance with Article 162 of the Gabonese Public Procurement Code, the CONTRACTOR shall provide a Performance Security ("Garantie de Bonne Exécution") under the conditions set out below.

The Performance Security shall be submitted within thirty (30) days from the formal notification of the CONTRACT and shall remain valid for the entire duration of the CONTRACT, including the operational warranty period where applicable.

The Performance Security must be issued exclusively by:

- an authorized banking or credit institution duly licensed in the Gabonese Republic or within the CEMAC zone; or
- an international bank, provided that its guarantee is counter-guaranteed by a bank or financial institution duly licensed in Gabon or within the CEMAC region.

The Performance Security may take the form of a bank guarantee, caution bancaire, or any other financial surety instrument expressly permitted under Gabonese law. Instruments such as insurance surety bonds, drafts, cheques, or any guarantees issued solely by foreign institutions without a counter-guarantee from a locally accredited bank shall not be accepted, as they do not comply with Article 213 of the Public Procurement Code.

The Performance Security must cover the full amount specified in the CONTRACT and shall comply with the mandatory guarantee and surety requirements prescribed by the Public Procurement Code.

Failure to furnish a valid Performance Security within the prescribed timeframe shall constitute a serious breach of the CONTRACT and may result in termination and the application of statutory sanctions.

- 10.2 Bank Guarantee issued by a Bank, amongst others, must contain the following particulars of such bank:

Full address

Branch Code

Code Nos. of the authorized signatory with full name and designation.

Phone Nos.

Fax Nos.

E-mail address.

- 10.3 The domestic CONTRACTOR/service provider(s) will have to submit the Bank Guarantee from any of the scheduled banks in accordance with the requirements of the Gabonese Public Procurement Code and the OHADA Civil Code.

- 10.4 The Performance Security shall be denominated in the currency of the contract.

- 10.5 The Performance Security specified above must be valid for the entire duration of the Contract and claim period should be valid for a minimum of 03 (three) months beyond the contract period. The Performance Security will be discharged by COMPANY not later than 30 days following its expiry of claim period. In the event of any extension of the Contract period, Bank Guarantee should be extended by CONTRACTOR by the period equivalent to the extended period.

- 10.6 The Performance Security shall be encashed by COMPANY on account of CONTRACTOR's failure to fulfil its obligations under the Contract and/or non-performance/un-satisfactory performance of the Contractor. Company shall not be required to proof any loss or damage on account of Contractor's non-performance/un-satisfactory performance.

- 10.7 The Performance Security will not accrue any interest during its period of validity or extended validity.

- 10.8 Failure of the successful Bidder to comply with the requirements of clause 10.0 shall constitute sufficient grounds for annulment of the award. In such an eventuality, action will be initiated as per the Banning Policy of OIL in vogue.

Subject to credit in OIL's account within prescribed time

* The validity of Bank Draft/Cashier's/Banker's cheque (as applicable) should not be

less than 3 months.

In the event CONTRACTOR fails to honour any of the commitments entered into under this agreement, and /or in the event of termination of the contract under provisions of Integrity Pact and /or in respect of any amount due from the CONTRACTOR to OIL, OIL shall have unconditional option under the guarantee to invoke the above bank guarantee and claim the amount from the bank. The bank shall be obliged to pay the amount to OIL on demand.

11.0 SIGNING OF CONTRACT:

11.1 The successful bidder is required to sign a formal detailed contract with OIL within a maximum period of 60 days of date of LOA. Until the contract is signed, the LOA **as well as GCC & SCC as prescribed in the Tender**, shall remain binding amongst the two parties. In the event of failure on the part of the successful Bidder to sign the contract, OIL reserves the right to terminate the LOA issued to the successful Bidder and invoke the Performance Security if submitted by the successful Bidder.

12.0 CLAIMS, TAXES & DUTIES:

12.1 **Claims:** The CONTRACTOR shall be solely responsible for paying all claims, taxes, fees, and charges relating to its equipment, labour, materials, services, and supplies under this CONTRACT, and shall ensure that no lien, privilege, or charge arising from such obligations is ever placed on any property of the COMPANY. The COMPANY shall have the right, but also the ability where required by Gabonese law, to pay any overdue claims, liens, taxes, or other amounts for which the CONTRACTOR is responsible, including pursuant to statutory mechanisms such as tax withholdings or third-party notices, and to deduct all such amounts from any sums due or becoming due to the CONTRACTOR.

12.2 **Notice of claims:** CONTRACTOR or COMPANY, as the case may be, shall promptly give the other, notice in writing of any claim made or proceeding commenced for which that party is entitled to indemnification under the CONTRACT. Each party shall confer with the other concerning the defense of any such claims or proceeding, shall permit the other to be represented by counsel in accordance with applicable Gabonese procedural requirements for representation and mandates. No settlement, compromise, admission of liability or agreement affecting the rights or obligations of the other party may be concluded without that party's prior written consent, it being understood that this clause does not prevent compliance with mandatory procedures or statutory measures imposed by Gabonese authorities, including tax withholdings or third-party notices.

12.3 Taxes:

12.3.1 Fiscal Obligations and Taxes

The CONTRACTOR shall bear all tax liabilities, duties, levies, and other fiscal obligations arising under Gabonese law, including but not limited to:

- Corporate Income Tax (IS) for operations carried out in Gabon;
- Value Added Tax (TVA) applicable to goods and services delivered in Gabon;

- Registration duties on the contract at a rate of 1% ;

- Customs duties in accordance with CEMAC regulations for imports.

The CONTRACTOR is responsible for complying with all filing, reporting, and payment obligations to the competent Gabonese authorities. Any amount payable under this CONTRACT shall be deemed to include all applicable taxes, duties, and contributions.

12.3.2 The CONTRACTOR shall furnish to the COMPANY, if and when called upon to do so, relevant statement of accounts or any other information pertaining to work done under the contract for submitting the same to the Tax authorities, on specific request from them in accordance with provisions under the law. CONTRACTOR shall be responsible for preparing and filing the return of income etc. within the prescribed time limit to the appropriate authority.

12.3.3 Prior to start of operations under the contract, the CONTRACTOR shall furnish the COMPANY with the necessary documents, as asked for by the COMPANY and/ or any other information pertaining to the contract, which may be required to be submitted to the Income Tax authorities at the time of obtaining "No Objection Certificate" for releasing payments to the CONTRACTOR.

12.3.4 All payments made by COMPANY to the CONTRACTOR for services rendered or goods supplied in Gabon shall be subject to withholding tax (Retenue à la Source – RAS) at the rates prescribed by the Gabonese General Tax Code (CGI) and other applicable laws. COMPANY shall deduct the applicable RAS from each payment and remit it to the Gabonese tax authorities within the deadlines prescribed by law.

12.3.5 The CONTRACTOR shall receive official proof of payment or receipt from the Gabonese tax authorities for all amounts withheld. The CONTRACTOR remains economically responsible for corporate income tax, VAT, and other levies arising under Gabonese law. However, the COMPANY, as the payer established in Gabon, is legally required to operate the applicable withholding taxes (including RAS, VAT, and CSS) on payments to non-resident CONTRACTORS and is jointly liable for any failure to withhold or remit such amounts. The CONTRACTOR is solely responsible for its personal income taxes (IRPP) and other obligations under Gabonese law. All local taxes, levies and duties, sales tax, octroi, etc. on purchases and sales made by CONTRACTOR shall be borne by the CONTRACTOR.

12.3.6 The CONTRACTOR shall provide all invoices, declarations and supporting documents required under Gabonese tax law to enable OIL to exercise its right to deduct Input Value Added Tax (VAT) relating to payments made under this CONTRACT. The CONTRACTOR shall issue tax-compliant invoices in accordance with the Gabonese General Tax Code, indicating its Tax Identification Number (NIF), the NIF of OIL, the taxable base (HT) and the corresponding VAT amount. For imported goods, the CONTRACTOR shall provide the customs declaration identifying OIL's NIF together with the official receipt issued by the Gabonese customs or tax authorities evidencing payment of import VAT. OIL shall release payment of the VAT component only upon receipt of such valid documentation enabling the exercise of its VAT deduction right, it being understood that OIL remains responsible for withholding and remitting any VAT-related withholding tax applicable to payments made to non-resident CONTRACTORS.).

12.3.7 The tax invoices issued pursuant to the above provisions shall comply with the invoicing requirements set out under the Gabonese General Tax Code and must include, at a minimum, the following mandatory information:

i. The name, address and Tax Identification Number (NIF) of the Service Provider (CONTRACTOR);

ii. The name, address and Tax Identification Number (NIF) of the Service Recipient (OIL), where applicable;

iii. A clear description and valuation of the goods or services supplied, including the taxable amount (Hors Taxe – HT) and the corresponding Value Added Tax (VAT) due at the applicable rate, as well as any mandatory invoice authentication code required under Gabonese invoicing regulations. In case of imported goods, CONTRACTOR/supplier is required to provide original Bill of Entry or copy of Bill of Entry duly attested by Custom authority.

12.3.8 The CONTRACTOR shall indicate on each invoice the place where the goods are delivered or the services are used or exploited, in accordance with the territoriality rules of the Gabonese General Tax Code, for the purpose of determining whether the transaction is deemed to be carried out in Gabon and therefore subject to Gabonese VAT.

12.3.9 OIL shall not accept any invoice that does not include OIL's Tax Identification Number (NIF). The CONTRACTOR shall likewise ensure that its own NIF is clearly stated on all invoices and that such invoices comply with the mandatory Gabonese invoicing requirements, failing which OIL may lose its legal right to deduct the corresponding VAT under the Gabonese General Tax Code.

Note: Any CONTRACTOR operating in Gabon must issue a standard invoice compliant with the Gabonese General Tax Code, indicating VAT where applicable or, where relevant, the legal basis for any exemption.

12.4 **Goods and Services Tax:**

12.4.1 For the purpose of this Contract, "VAT" shall mean the Value Added Tax applicable in the Republic of Gabon pursuant to the Gabonese General Tax Code. All references to GST or any related Indian tax categories shall be deemed to refer exclusively to Gabonese VAT, including the rules governing taxable transactions, exemptions, zero-rating applicable to petroleum operations, invoicing obligations, and any other statutory requirements under Gabonese law.

12.4.2 Where OIL is legally entitled to recover or obtain reimbursement of the VAT paid on goods or services under the Gabonese General Tax Code, OIL shall reimburse the CONTRACTOR the VAT actually invoiced, provided that the CONTRACTOR issues invoices fully compliant with Gabonese law, including in particular the indication of the CONTRACTOR's and OIL's Tax Identification Numbers (NIF). The CONTRACTOR shall timely file all tax declarations required under Gabonese law, including monthly VAT returns, and provide all information necessary for OIL to claim the refund or deduction of the VAT paid. Any variation in quantities executed shall result in a proportional adjustment of the VAT reimbursable.

12.4.3 If, in any exceptional circumstance under Gabonese law, OIL is not legally entitled to recover all or part of the VAT paid on a given transaction, OIL shall reimburse the CONTRACTOR only the VAT actually and lawfully due under the Gabonese

General Tax Code. Any adjustment of VAT resulting from variations in the executed quantities shall be made strictly in proportion to the variation and in accordance with the applicable VAT rules. Any contractual limitation or “ceiling” on reimbursable VAT shall not apply, and the reimbursable amount shall correspond solely to the VAT legally chargeable and documented on a compliant invoice. The CONTRACTOR will be under obligation for charging correct rate of tax as prescribed under the respective tax laws. Further the CONTRACTOR shall avail and pass on benefits of all exemptions/concessions available under tax laws. Any error of interpretation of applicability of taxes/ duties by the CONTRACTOR shall be to CONTRACTOR’s account.

- 12.4.4 In the event of a statutory change in the applicable Value Added Tax (VAT) rate, other than changes resulting from variations in turnover, on the contract value during the contract period, the CONTRACTOR shall submit a copy of the relevant Government decree, law, or official notification evidencing the applicable VAT rate as of the Bid due date and the date of revision. Such documentation shall serve as the basis for any adjustment of the contract price in accordance with Gabonese law.
- 12.4.5 Beyond the contract period, in the event OIL is not entitled to recover or claim input VAT on the relevant goods or services, any increase in the applicable VAT rate occurring after the contractual delivery period shall be borne by the CONTRACTOR, whereas any decrease in the VAT rate shall be credited to OIL. Adjustments shall be made only upon presentation of official documentation from the Gabonese tax authorities confirming the statutory change.
- 12.4.6 Beyond the contract period, where OIL is entitled to recover the full input VAT, any statutory variation in the applicable VAT rate on the supply of goods or incidental services shall be to OIL’s account. Given OIL’s right to full VAT recovery under the Gabonese hydrocarbon fiscal regime, such statutory variations shall not affect OIL’s net cost.
- 12.4.7 Claims for payment or adjustment of VAT due to statutory variation must be submitted by the CONTRACTOR within two (2) months from the date of issuance of the relevant Government decree, law, or official notification evidencing the change. Failure to submit claims within this period may result in the claim being rejected for contractual purposes; however, statutory rights under Gabonese law concerning VAT recovery, deduction, or refund remain governed by the applicable deadlines set forth in the Gabonese General Tax Code.
- 12.4.8 The base date for the purpose of applying any statutory variation in Value Added Tax (VAT) or other applicable duties shall be the Bid Opening Date. Any adjustment to the contract price arising from changes in statutory taxes shall be calculated with reference to this date in accordance with Gabonese law, including the General Tax Code (CGI) and applicable public procurement regulations.
- 12.4.9 The CONTRACTOR shall ensure that it is duly registered with the Gabonese tax authorities and, where applicable, with the Registre du Commerce et du Cr dit Mobilier (RCCM). The CONTRACTOR shall submit a self-attested copy of its Tax Identification Number (NIF) and any relevant commercial registration certificate. The CONTRACTOR shall procure all materials and execute all transactions under its own NIF. For imported goods, the CONTRACTOR shall comply with all applicable customs and tax formalities under Gabonese law. The CONTRACTOR is

responsible for providing all supporting documentation necessary for OIL to exercise its right to VAT deduction or reimbursement. The use of foreign identifiers or documents such as GSTIN, Road Permit, or E-way Bill is not recognized under Gabonese law and shall be replaced by the relevant local tax and customs documentation.

12.5 Anti-profiteering clause

12.5.1 In accordance with Gabonese law, any legal reduction of taxes or any VAT credit benefiting the Contractor must be passed on to OIL Gabon. The Contractor undertakes to adjust its prices proportionally in the event of a decrease in the applicable VAT rate or any other applicable tax, to prevent any undue profit arising from fiscal advantages.

12.5.2 If the Contractor is found to be non-compliant, sanctioned, or blacklisted after the award of the contract for the supply of goods or services, OIL Gabon shall have no obligation to reimburse or pay the VAT or any other tax under such contract. OIL Gabon shall also be entitled to withhold, set-off, or recover such amounts, including any penalties or interest incurred as a result of the Contractor's default.

13.0 CUSTOMS DUTY, IF APPLICABLE:

13.1.1 The CONTRACTOR shall be solely responsible for importing all equipment, tools, spare parts, consumables, and other materials required for the execution of the contract. The CONTRACTOR shall comply with all formalities and obligations under the CEMAC Customs Code and Gabonese law and shall indemnify OIL Gabon against any liabilities, penalties, or claims arising from non-compliance with customs regulations.

13.1.2 The CONTRACTOR shall be fully responsible for the payment of all applicable customs duties, VAT on importation, excise duties, and any other governmental levies. Unless expressly stated otherwise elsewhere in the contract, the Total Contract Price/Value shall be deemed inclusive of all such duties and taxes, and the CONTRACTOR bears the cost risk.

13.1.3 These clauses shall be read in conjunction with any Customs Duty provisions in the Special Conditions of Contract (SCC). Any SCC provisions referring to preferential customs treatment under an expired Production Sharing Contract (PSC) or other petroleum-specific regime shall be considered inapplicable. All customs and tax obligations shall be governed by the CEMAC Customs Code and the Gabonese General Tax Code (CGI).

14.0 INSURANCE:

14.1 The Contractor shall at its own expense arrange secure and maintain insurance with reputed insurance companies to the satisfaction of the Company as follows:

- a) The Contractor shall, at his own expense, arrange appropriate comprehensive insurance (All-risks insurance cover with suitable limit as per International Standard) to cover all risks assumed by the Contractor under this Contract in respect of its equipment, tools including but not limited to well equipment & tools, any other belongings and personnel during the entire period of this Contract

including extensions thereof.

- b) The Contractor shall also carry adequate insurance cover against damage/loss to third party/person/property.
- c) The Contractor at his cost shall arrange, secure and maintain insurance as may be necessary and to its full value for all such amounts to protect the works-in-progress from time to time and the interest of Company against all risks as detailed herein subject to the satisfaction of the Company and irrespective of acceptance of the Work.
- d) The responsibility to maintain adequate insurance coverage at all times during the period of the Contract shall be that of the Contractor alone and OIL will have no liability on this account. The Contractor's failure in this regard shall not relieve him of any of his responsibilities & obligations under the Contract.
- e) All costs on account of insurance liabilities covered under the Contract will be to the Contractor's account.

14.2 Deductible:

The CONTRACTOR shall take out and maintain insurance policies covering all risks related to the execution of the contract, including equipment, tools, personnel, and third-party liabilities, in accordance with applicable regulation and the requirements of OIL Gabon. Any portion of a loss not covered by such insurance solely by reason of a deductible or self-retention provision shall be borne entirely by the CONTRACTOR. The CONTRACTOR remains fully responsible for managing and paying for any such deductible amount, without recourse to OIL Gabon.

14.3 The Contractor shall require all of its sub-Contractor to provide such of the foregoing insurance coverage as Contractor is obliged to provide under this Contract and inform the Company about the coverage prior to the commencement of agreements with its sub-Contractors.

14.4 All insurance taken out by Contractor or their sub-contractor shall be endorsed to provide that the underwriters waive their rights of recourse on the Company and to the extent of the liabilities assumed by Contractor under this Contract.

14.5 Waiver of subrogation:

All insurance policies of the Contractor and its Sub-Contractor with respect to the operations conducted hereunder as set forth in clauses hereof, shall be endorsed by the underwriter in accordance with the following policy wording:

"The insurers hereby waive their rights of subrogation against Oil India Limited or any of their employees or their affiliates and assignees."

14.6 Loss Payee Clause:

The Insurance Policies should mention the following in Loss Payee Clause:

"In respect of Insurance claims in which OIL's interest is involved, written consent of OIL will be required".

14.7 Additional Assured:

“Oil India Limited” is to be included as Additional Assured in the Insurance Policies (except in case of Workmen’s Compensation/Employer’s Liability insurance).

14.8 Certificate of Insurance:

Before commencing performance of the CONTRACT, CONTRACTOR shall furnish OIL with certificates of insurance indicating:

- a) Kinds and amounts of insurance as required herein
- b) Details of coverage
- c) Insurance corporation or companies carrying the aforesaid coverage
- d) Effective and expiry dates of policies
- e) That OIL shall be given thirty (30) days written advance notice of any material change in the policy
- f) Waiver of subrogation endorsement has been attached to all policies and

Note: An undertaking by the service provider has to be mandatorily provided during the Mobilisation time that they have taken all the Insurance provisions as per the contract and as the Law and Insurance Regulation.

14.9 If any of the above policy expire or/are cancelled during the term of this CONTRACT and CONTRACTOR fails for any reason to renew such policies, OIL in no case shall be liable for any loss/damage occurred during the term when the policy is not effective. Furthermore, a penal interest @ 1% of the Total contract value shall be charged towards not fulfilling of the contractual obligations. Notwithstanding above, should there be a lapse in any insurance required to be taken by the Contractor for any reason whatsoever, loss/damage claims resulting therefrom shall be to the sole account of Contractor.

14.10 The Contractor on demand from the Company shall furnish the Insurance Policy having detail terms and conditions, with respect to any Certificate of Insurance submitted to the Company.

14.11 On account payment to OIL in case of claim

In case any loss or damage happen and where Company’s interest is involved, The Company reserves the right to recover the loss amount from the Contractor prior to final settlement of the claim.

14.12 The CONTRACTOR shall at all time during the currency of the contract provide, pay for and maintain the following insurance amongst others:

- i) **Employees Compensation (EC) Policy or Employer’s Liability Policy insurance** as required by the laws of the country of origin of the employee.
- ii) **Commercial General Liability Insurance:** Commercial General Public Liability Insurance covering liabilities including contractual liability for bodily injury, including death of persons, and liabilities for damage of property. This insurance must cover all operations of CONTRACTOR required to fulfil the provisions under this Contract.

- iii) **Comprehensive General Automotive Liability:** Automobile Public Liability Insurance covering owned, non-owned and hired automobiles used in the performance of the work hereunder, with bodily injury limits and property damage limits in accordance with the requirements of the Gabonese Public Procurement Code and the OHADA Civil Code.

- iv) **Carrier's Legal Liability Insurance:** Carrier's Legal Liability Insurance in respect of **all CONTRACTOR's items** to be transported by the CONTRACTOR to the site of work, for physical loss or destruction of or damage to goods or merchandise, while in transit.

- v) **Public Liability Act Policy:** The CONTRACTOR shall obtain and maintain, throughout the execution of the Contract, a valid Commercial General Liability Insurance or equivalent policy issued by a locally licensed insurance company, covering statutory and contractual liability arising from accidents, bodily injury, death, or property damage caused by the handling, storage, or use of hazardous substances in connection with the Contract.

If no hazardous substances are to be handled or used under the Contract, the CONTRACTOR shall provide, during mobilization, a written undertaking in the format provided, certifying that no hazardous substances will be included in the scope of the Contract.

The CONTRACTOR shall ensure that all personnel deployed under this Contract in Gabon are duly registered with and covered under the Gabonese social security and insurance system in accordance with national legislation, including but not limited to the Caisse Nationale de Sécurité Sociale (CNSS) and the Caisse Nationale d'Assurance Maladie et de Garantie Sociale (CNAMGS). The CONTRACTOR shall provide OIL with proof of registration and contribution for all employees prior to the commencement of work.

For personnel of Indian nationality or any other foreign nationality, the CONTRACTOR shall additionally ensure, as a contractual obligation, that such personnel have appropriate life or accident insurance.

vi) **Any other insurance policy set forth in the SCC**

15.0 **LIABILITY:**

15.1 Except as otherwise expressly provided herein, neither COMPANY nor its servants, agents, nominees, CONTRACTORS, or sub- CONTRACTORS shall have any liability or responsibility whatsoever to whomsoever for loss of or damage to the equipment and/or loss of or damage to the property of the CONTRACTOR and/or their CONTRACTORS or sub-CONTRACTORS, irrespective of how such loss or damage is caused and even if caused by the negligence of COMPANY and/or its servants, agent, nominees, assignees, CONTRACTORS and sub-CONTRACTORS.

15.2 The CONTRACTOR shall protect, defend, indemnify and hold harmless COMPANY from and against such loss or damage and any suit, claim or expense resulting there from. Neither COMPANY nor its servants, agents, nominees, assignees, CONTRACTORS, sub-CONTRACTORS shall have any liability or responsibility

whatsoever for injury to, illness, or death of any employee of the CONTRACTOR and/or of its CONTRACTORS or sub-CONTRACTOR irrespective of how such injury, illness or death is caused and even if caused by the negligence of COMPANY and/or its servants, agents, nominees, assignees, CONTRACTORS and sub-CONTRACTORS. CONTRACTOR shall protect, defend, indemnify and hold harmless COMPANY from and against such liabilities and any suit, claim or expense resulting there from.

- 15.3 The CONTRACTOR hereby agrees to waive its right of recourse and further agrees to cause its underwriters to waive their right of subrogation against COMPANY and/or its underwriters, servants, agents, nominees, assignees, CONTRACTORS and sub- CONTRACTORS for loss or damage to the equipment of the CONTRACTOR and/or its sub-CONTRACTORS and/or their employees when such loss or damage or liabilities arises out of or in connection with the performance of the contract limited to the CONTRACTOR's liabilities agreed to under this Contract.
- 15.4 The CONTRACTOR hereby further agrees to waive its right of recourse and agrees to cause its underwriters to waive their right of subrogation against COMPANY and/or its underwriters, servants, agents, nominees, assignees, CONTRACTORS and sub-CONTRACTORS for injury to, illness or death of any employee of the CONTRACTOR and of its CONTRACTORS, sub-CONTRACTORS and/or their employees when such injury, illness or death arises out of or in connection with the performance of the contract limited to the CONTRACTOR's liabilities agreed to under this Contract.
- 15.5 Except as otherwise expressly provided herein, neither CONTRACTOR nor its servants, agents, nominees, CONTRACTORS or sub- CONTRACTORS shall have any liability or responsibility whatsoever to whomsoever for loss of or damage to the equipment and/or loss or damage to the property of the COMPANY and/or their CONTRACTORS or sub-CONTRACTORS, irrespective of how such loss or damage is caused and even if caused by the negligence of CONTRACTOR and/or its servants, agents, nominees, assignees, CONTRACTORS and sub- CONTRACTORS. The COMPANY shall protect, defend, indemnify and hold harmless CONTRACTOR from and against such loss or damage and any suit, claim or expense resulting there from.
- 15.6 Except as otherwise expressly provided herein, neither CONTRACTOR nor its servants, agents, nominees, assignees, CONTRACTORS, sub- CONTRACTORS shall have any liability or responsibility whatsoever to whomsoever for injury or illness, or death of any employee of the COMPANY and/or of its CONTRACTORS or sub-CONTRACTORS irrespective of how such injury, illness or death is caused and even if caused by the negligence of CONTRACTOR and/or its servants, agents, nominees, assignees, CONTRACTORS and sub- CONTRACTORS. COMPANY shall protect, defend indemnify and hold harmless CONTRACTOR from and against such liabilities and any suit, claim or expense resulting there from.
- 15.7 The COMPANY agrees to waive its right of recourse and further agrees to cause its underwriters to waive their right of subrogation against CONTRACTOR and/or its underwriters, servants, agents, nominees, assignees, CONTRACTORS and sub-CONTRACTORS for loss or damage to the equipment of COMPANY and/or its CONTRACTORS or sub-CONTRACTORS when such loss or damage or liabilities arises out of or in connection with the performance of the contract.

15.8 The COMPANY hereby further agrees to waive its right of recourse and agrees to cause its underwriters to waive their right of subrogation against CONTRACTOR and/or its underwriters, servants, agents, nominees, assignees, CONTRACTORS and sub- CONTRACTORS for injury to, illness or death of any employee of the COMPANY and of its CONTRACTORS, sub-CONTRACTORS and/or their employees when such injury, illness or death arises out of or in connection with the performance of the Contract.

16.0 LIMITATION OF LIABILITY:

- a) Notwithstanding any other provisions herein to the contrary, except only in cases of Wilful misconduct and/or criminal acts and/or criminal negligence, neither the CONTRACTOR nor the COMPANY (OIL) shall be liable to the other, whether in Contract, tort, or otherwise, for any consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided however that this exclusion shall not apply to any obligation of the CONTRACTOR to pay Liquidated Damages to the COMPANY and/or COMPANY's right to forfeit the Performance Bank Guarantee(s) in terms of the contract.
- b) Notwithstanding any other provisions incorporated elsewhere in the contract, the aggregate liability of the CONTRACTOR in respect of this contract, whether under Contract, in tort or otherwise, shall not exceed 100% of the Contract Price (if not specified otherwise in SCC), provided however that this limitation shall not apply to the cost of repairing or replacing defective equipment by the CONTRACTOR, or to any obligation of the CONTRACTOR to indemnify the COMPANY with respect to Intellectual Property Rights.
- c) COMPANY shall indemnify and keep indemnified CONTRACTOR harmless from and against any and all claims, costs, losses and liabilities in excess of the aggregate liability amount in terms of clause (b) above.

17.0 Liability of OIL as Independent Entity

It is expressly understood and agreed by the CONTRACTOR and OIL that OIL is entering into this Agreement solely on its own behalf and not as an agent, representative, or delegate of any other person or entity. The CONTRACTOR acknowledges that OIL is an independent legal entity with full authority to enter into contracts under Gabonese law.

The CONTRACTOR expressly agrees, acknowledges, and understands that:

OIL shall be solely responsible for its acts, omissions, commissions, breaches, or other obligations arising under this Agreement.

No other third party, foreign or local, including governments or state entities, shall be considered a party to this Agreement or held liable for any obligations of OIL under this Agreement.

The CONTRACTOR waives any claims against such third parties for matters arising solely from the acts or omissions of OIL, provided that this waiver does not affect any rights or remedies available to the CONTRACTOR under Gabonese law.

18.0 CONSEQUENTIAL DAMAGE:

Except as otherwise expressly provided, neither party shall be liable to the other for special, indirect or consequential damages resulting from or arising out of the

contract, including but without limitation, to loss or profit or business interruptions, howsoever caused and regardless of whether such loss or damage was caused by the negligence (either sole or concurrent) of either party, its employees, agents or sub- CONTRACTORS.

19.0 RISK PURCHASE:

In the event, CONTRACTOR's failure to provide the services as per the Contractual scope, terms and conditions, COMPANY (OIL) reserves the right to hire the services from any other source at the CONTRACTOR's risk & cost and the difference in cost shall be borne by the CONTRACTOR. Further, OIL shall retain the right of forfeiture of Performance Bank Guarantee and any other action as deemed fit. In certain operational situations OIL reserves the right to take over the site including the service equipment at the risk and cost of the CONTRACTOR.

20.0 INDEMNITY AGREEMENT:

20.1 Except as provided hereof CONTRACTOR agrees to protect, defend, indemnify and hold COMPANY harmless from and against all claims, suits, demands and causes of action, liabilities, expenses, cost, liens and judgments of every kind and character, without limit, which may arise in favour of CONTRACTOR's employees, agents, CONTRACTORS and sub-CONTRACTORS or their employees or in favour of any third party(is) on account of bodily injury or death, or damage to personnel/property as a result of the operations contemplated hereby, regardless of whether or not said claims, demands or causes of action arise out of the negligence or otherwise, in whole or in part or other faults.

20.2 Except as provided hereof COMPANY agrees to protect, defend, indemnify and hold CONTRACTOR harmless from and against all claims, suits, demands and causes of action, liabilities, expenses, cost, liens and judgments of every kind and character, without limit, which may arise in favour of COMPANY's employees, agents, CONTRACTORS and sub-CONTRACTORS or their employees or in favour of any third party(is) on account of bodily injury or death, or damage to personnel/property as a result of the operations contemplated hereby, regardless of whether or not said claims, demands or causes of action arise out of the negligence or otherwise, in whole or in part or other faults.

21.0 INDEMNITY APPLICATION:

The indemnities given herein above, whether given by COMPANY or CONTRACTOR shall be without regard to fault or to the negligence of either party even though said loss, damage, liability, claim, demand, expense, cost or cause of action may be caused, occasioned by or contributed to by the negligence, either sole or concurrent of either party.

22.0 ROYALTY PATENTS:

Each party shall hold harmless and indemnify the other from and against all claim and proceedings for or on account of any patent rights, design, trade mark or other protected rights arising from any use of materials, equipment, processes, inventions and methods, which have not been imposed on the attending party by the terms of the contract or the specifications forming part thereof.

23.0 **WARRANTY AND REMEDY OF DEFECTS:**

23.1 CONTRACTOR warrants that they shall perform the work in a first class, workmanlike, and professional manner and in accordance with their highest degree of quality, efficiency and current state of the art technology/industry practices and in conformity with all specifications, standards and drawings set forth or referred to in the Terms of Reference and with instructions and guidance, which COMPANY may, from time to time, furnish to the CONTRACTOR.

23.2 Should COMPANY discover at any time during the tenure of the Contract or till the Unit/equipment/tools are demobilised from site or base camp (if applicable) that the work does not conform to the foregoing warranty, CONTRACTOR shall after receipt of notice from COMPANY, promptly perform any and all corrective work required to make the services conform to the Warranty. Such corrective Work shall be performed entirely at CONTRACTOR's own expenses. If such corrective Work is not performed within a reasonable time, the COMPANY, at its option may have such remedial Work performed by others and charge the cost thereof to CONTRACTOR subject to a maximum of the contract value payable for the defective work which needs corrective action which the CONTRACTOR must pay promptly. In case CONTRACTOR fails to perform remedial work, or pay promptly in respect thereof, the performance security shall be forfeited.

24.0 **SUBCONTRACTING/ASSIGNMENT:**

24.1 CONTRACTOR shall not subcontract, transfer or assign the contract, or any part under this contract, to any third party(ies). Except for the main services under this contract, CONTRACTOR may sub-contract the petty support services subject to COMPANY's prior written approval. However, CONTRACTOR shall be fully responsible for complete execution and performance of the services under the Contract.

24.2 Consequent to the placement of the contract, if the successful bidder (other than a Micro/Small Enterprise) procures materials or services from a subcontractor who is a Small or Medium Enterprise (PME) registered with the ANPI (National Agency for Investment Promotion) or with the Registre du Commerce et du Cr dit Mobilier (RCCM) or any other competent Gabonese authority, the CONTRACTOR shall, with the prior written consent of OIL, furnish the following details at the time of submission of invoice or bill: Name of the enterprise, registration number, address and contact details, description of materials or services provided, value of procurement made.

25.0 **RECORDS, REPORTS AND INSPECTION:**

The CONTRACTOR shall, at all times during the currency of the contract, permit the COMPANY and its authorized employees and representatives to inspect all the Work performed and to witness and check all the measurements and tests made in connection with the said work. The CONTRACTOR shall keep an authentic, accurate history and logs including safety records of each service item with major items consumed, which shall be open at all reasonable times for inspection by the COMPANY's designated representatives and its authorized employees. The CONTRACTOR shall provide the COMPANY's designated representatives with a daily written report, on form prescribed by the COMPANY showing details of operations during the preceding 24 hours and any other information related to the said services

requested by the COMPANY whenever so requested. The CONTRACTOR shall not, without COMPANY's written consent allow any third person(s) access to the said information or give out to any third person information in connection therewith.

26.0 **CONFIDENTIALITY, USE OF CONTRACT DOCUMENTS AND INFORMATION:**

26.1 CONTRACTOR shall not, without COMPANY's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing pattern, sample or information furnished by or on behalf of COMPANY in connection therewith, to any person other than a person employed by CONTRACTOR in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only, as may be necessary for purposes of such performance with prior permission from COMPANY. However, nothing hereinabove contained shall deprive the CONTRACTOR of the right to use or disclose any information which is:

- a) possessed by the CONTRACTOR, as evidenced by the CONTRACTOR's written records, before receipt thereof from the COMPANY which however the CONTRACTOR shall immediately inform to COMPANY ; or
- b) required to be disclosed by the CONTRACTOR pursuant to an order of a court of competent jurisdiction or other governmental agency having the power to order such disclosure, provided the CONTRACTOR uses its best efforts to provide timely notice to COMPANY of such order to permit COMPANY an opportunity to contest such order subject to prior permission from COMPANY.

26.2 CONTRACTOR shall not, without COMPANY's prior written consent, make use of any document or information except for purposes of performing the contract.

26.3 Any document supplied to the CONTRACTOR in relation to the contract other than the Contract itself remain the property of COMPANY and shall be returned (in all copies) to COMPANY on completion of CONTRACTOR's performance under the Contract if so required by COMPANY.

26.4 During the currency of the Contract, COMPANY and its employees, agents, other CONTRACTORS, sub-CONTRACTORS (of any tier) and their employees etc. may be exposed to certain confidential information and data of the CONTRACTOR. Such information and data held by the COMPANY, its employees, agents, other CONTRACTORS, sub-CONTRACTORS (of any tier) and their employees in the strictest Confidence and shall not be disclosed to any other party except on a need to know basis.

However, the above obligation shall not extend to information which:

- i) is, at the time of disclosure, known to the public which CONTRACTOR shall immediately inform COMPANY ;
- ii) is lawfully becomes at a later date known to the public through no fault of CONTRACTOR subject to CONTRACTOR's undertaking that no information has been divulged by them to the public;
- iii) is lawfully possessed by CONTRACTOR before receipt thereof from COMPANY which should be immediately informed to COMPANY;

- iv) is developed by CONTRACTOR independently of the information disclosed by COMPANY which should be shared with the COMPANY;
- v) CONTRACTOR is required to produce before competent authorities or by court order subject to prior permission from COMPANY;

27.0 **REMUNERATION AND TERMS OF PAYMENT:**

- 27.1 COMPANY shall pay to the CONTRACTOR during the term of the Contract the amount due from time to time calculated according to the rates of payment set and in accordance with other provisions hereof. No other payments shall be due from COMPANY unless specifically provided for in the Contract. All payments will be made in accordance with the terms hereinafter described.
- 27.2 Request for payment/part payment to third party i.e. other than the party on whom the contract has been awarded will not be entertained by OIL under any circumstances.
- 27.3 MANNER OF PAYMENT: All payments due by COMPANY to CONTRACTOR hereunder shall be made at CONTRACTOR's designated bank. Bank charges, if any will be on account of the CONTRACTOR.
- 27.4 Payment of any invoices shall not prejudice the right of COMPANY to question the validity of any charges therein, provided COMPANY within one year after the date of payment shall make and deliver to CONTRACTOR written notice of objection to any item or items the validity of which COMPANY questions.
- 27.5 INVOICES: Mobilization charges will be invoiced only upon completion of mobilization as certified by COMPANY representative and CONTRACTOR is ready at site for starting the services/ operation. Payment of mobilization charges shall be made within 45 days following the date of receipt of undisputed invoices by COMPANY.
- 27.6 CONTRACTOR shall send invoice to COMPANY on the day following the end of each month for all daily or monthly charges due to the CONTRACTOR.
- 27.7 CONTRACTOR will submit 02 (Two) sets of all invoices duly super scribed 'Original' and 'copy' as applicable to the COMPANY for processing payment. Separate invoices for the charges payable under the contract shall be submitted by the CONTRACTOR in CFA.
- 27.8 Payment of monthly invoices, if undisputed, shall be made within 30 days following the date of receipt of invoice by COMPANY.
- 27.9 COMPANY shall within 30 days of receipt of the invoice notify the CONTRACTOR of any item under dispute, specifying the reasons thereof, in which event, payment of the disputed amount may be withheld until settlement of the dispute, but payment shall be made of any undisputed portion on or before the due date. This will not prejudice the COMPANY's right to question the validity of the payment at a later date as envisaged in clause no. 27.4 above.
- 27.10 The acceptance by CONTRACTOR of part payment on any billing not paid on or before the due date shall not be deemed a waiver of CONTRACTOR's rights in any other billing, the payment of which may then or thereafter be due.

27.11 Payment of Final demobilization charges shall be made if applicable within 45 days on receipt of invoice by COMPANY accompanied by the following documents from the CONTRACTOR:

- a) Audited account up to completion of the Contract;
- b) Tax audit report for the above period as required in accordance with the Gabonese General Tax Code (CGI);
- c) Documentary evidence regarding the submission of returns and payment to taxes for the expatriate personnel engaged by the CONTRACTOR or by its sub-CONTRACTOR.
- d) Proof of re-export of all items including the unutilized spares and consumables (excepting consumables consumed during the contract period) and also cancellation of re-export bond if any.

In case, no demobilization charges are payable, the documents mentioned above will have to be submitted by the CONTRACTOR before release of the final payment by the COMPANY. A certificate from Chartered Accountant on (a), (b) & (c) above will suffice

27.12 CONTRACTOR shall maintain complete and correct records of all information on which CONTRACTOR's invoice are based upto 02 (two) years from the date of last invoice. Such records shall be required for making appropriate adjustments or payments by either party in case of subsequent audit query/objection.

28. TIMELY MOBILIZATION AND LIQUIDATED DAMAGES:

- a) Time is of the essence of this Contract. The CONTRACTOR shall mobilize and deploy the required manpower and equipment and shall commence operations within the period specified in the Special Conditions of Contract (SCC). Failure to comply with these deadlines shall constitute a contractual default under Gabonese/OHADA contract law. Without prejudice to any other rights or remedies available under this Contract or under Gabonese law, OIL shall be entitled to terminate the Contract in the event of such delay.
- b) If the CONTRACTOR anticipates that it will be unable to mobilize, deploy or commence operations within the period referred to in sub-clause (a), it may request an extension of time from OIL, unconditionally accepting the application and recovery of Liquidated Damages (LD). OIL may, at its sole discretion, grant such extension. In that case, OIL shall recover from the CONTRACTOR, as agreed liquidated damages, an amount equal to 0.5% of the Contract Price (including mobilization costs) per week of delay or part thereof, subject to a maximum of 7.5% of the Contract Price.
- c) The parties expressly agree that the sums specified in sub-clause (b) constitute a valid liquidated damages clause under OHADA law, representing a genuine pre-estimate of the loss or damage likely to be suffered by OIL due to the CONTRACTOR's delay. Such damages shall be payable without the need for OIL to prove actual loss, in accordance with the rules governing contractual penalties under OHADA.
- d) Liquidated Damages shall be calculated based on the Total Contract Price, excluding any duties or taxes shown separately in the Contract. In accordance with

Gabonese tax law, liquidated damages and contractual penalties do not constitute consideration for a supply of goods or services and therefore fall outside the scope of Value Added Tax (VAT). Consequently, no VAT shall be applied to liquidated damages recovered from the CONTRACTOR. OIL may recover LD through deduction from amounts otherwise payable to the CONTRACTOR, or by exercising its right to compensation (set-off), including by calling upon the Performance Security.

e) If the CONTRACTOR's delays result in accrued liquidated damages exceeding the maximum amount set forth in sub-clause (b), or if the CONTRACTOR persists in its default, OIL shall be entitled to terminate the Contract, without prejudice to its right to seek further remedies under OHADA law and the GCC.

29. FORCE MAJEURE:

In the event of either party being rendered unable by 'Force Majeure' to perform any obligation required to be performed by them under the contract, the relative obligation of the party affected by such 'Force Majeure' will stand suspended as provided herein. The term force majeure as employed herein shall mean Acts of God such as earthquake, hurricane, typhoon, flood, volcanic activity etc.; war (declared /undeclared); riot, revolts, rebellion, terrorism, sabotage by persons other than the CONTRACTOR's Personnel; fires, explosions, ionising radiation or contamination by radio-activity or noxious gas, if not caused by CONTRACTOR's fault; declared epidemic or disaster; acts and regulations of respective Govt. of the two parties, namely the COMPANY and the CONTRACTOR and civil commotions, lockout not attributable to the CONTRACTOR.

Upon occurrence of such cause, the party claiming that it has been rendered unable as aforesaid thereby, shall notify the other party in writing within 72 (Seventy Two) hours of the alleged beginning and ending thereof, giving full particulars and satisfactory evidence in support of its claim.

Should 'force majeure' condition as stated above occurs and should the same be notified within 72 (Seventy two) hours after its occurrence the 'force majeure' rate (if specified in the SCC of the Contract) shall apply for the first 15 (fifteen) days for each such occasion.

Either party shall have the right to terminate the Contract if such 'force majeure' conditions continue beyond successive 60 (Sixty) days [or exclusively mentioned in the SCC of the Contract] with prior written notice of 15 days, provided termination of the Contract does not result into safety hazard to the life and property on account of withdrawal of operations or the operation is at critical stage. COMPANY shall have the absolute right to decide whether any safety hazard exists or operation is at critical position and decision of the COMPANY shall binding upon the CONTRACTOR.

Should either party decide not to terminate the Contract even under such condition, no payment would apply after expiry of fifteen (15) days force majeure period. [or exclusively mentioned in the SCC of the Contract]

Time for performance of the relative obligation suspended by Force Majeure shall then stand extended by the period for which such cause lasts.

If however, relative obligation of the party affected by such 'Force Majeure' is limited to part of the obligation(s), the contract shall not be terminated and the parties shall

continue to perform their respective obligations, which are not affected by the 'force majeure' condition, provided the obligations affected by the 'force majeure' do not preclude the parties in performing the obligations not affected by such conditions.

30. SET-OFF:

Any sum of money due and payable to the CONTRACTOR (including Performance Security refundable to them) under this or any other Contract, whether in progress or in future, may be appropriated by OIL and set-off against any claim of OIL (or such other person or persons contracting through OIL) for payment of a sum of money arising out of this contract or under any other contract made by the CONTRACTOR with OIL (or such other person or persons contracting through OIL).

31. WITHHOLDING:

COMPANY may withhold or nullify the whole or any part of the amount due to CONTRACTOR, after informing the CONTRACTOR of the reasons in writing, on account of subsequently discovered evidence in order to protect COMPANY from loss on account of:

- 31.1 For non-completion of jobs assigned as per Scope of Work/Terms of Reference.
- 31.2 Defective work not remedied by CONTRACTOR.
- 31.3 Claims by COMPANY's recognized sub-CONTRACTOR of CONTRACTOR or others filed or on the basis of reasonable evidence indicating probable filing of such claims against CONTRACTOR.
- 31.4 Failure of CONTRACTOR to pay or provide for the payment of salaries/ wages, contributions, taxes or enforced savings with-held from wages etc with respect to personnel engaged by the CONTRACTOR.
- 31.5 Failure of CONTRACTOR to pay the cost of removal of unnecessary debris, materials, tools, or machinery.
- 31.6 Any failure by CONTRACTOR to fully reimburse COMPANY under any of the indemnification provisions of this Contract. If, during the progress of the work CONTRACTOR shall allow any indebtedness to accrue for which CONTRACTOR, under any circumstances in the opinion of COMPANY, may be primarily or contingently liable or ultimately responsible and CONTRACTOR shall, within five days after demand is made by COMPANY, fail to pay and discharge such indebtedness, then COMPANY may during the period for which such indebtedness shall remain unpaid, with-hold from the amounts due to CONTRACTOR, a sum equal to the amount of such unpaid indebtedness.

Withholding will also be effected on account of the following:

- 31.6.1 Order issued by a Court of Law or statutory authority in Gabon.
- 31.6.2 Income-tax deductible at source according to law prevalent from time to time in the country.
- 31.6.3 Any obligation of CONTRACTOR which by any law prevalent from time to time to be discharged by COMPANY in the event of CONTRACTOR's failure to adhere to such laws.

31.6.4 Any payment due from CONTRACTOR in respect of unauthorised imports.

When all the above grounds for withholding payments are removed, payment shall thereafter be made for amounts so with-held.

31.7 COMPANY reserves the right to disburse or deposit the amount so withheld to the concerned person(s) or agency or government authority, as the case may be, besides nullifying such amount on account of loss suffered by the COMPANY against **31.2, 31.3, 31.6** above.

34.0 **APPLICABLE LAWS:**

This Contract shall be deemed to have been concluded in Gabon and shall be governed, interpreted, and enforced in accordance with the laws of the Gabonese Republic, including notably the OHADA Uniform Act on Contract Law, the Civil Code, the Labor Code, the Environmental Code, and all other applicable laws and regulations in force in the Gabonese petroleum and para-petroleum sector.

Any dispute regarding the validity, interpretation, performance, or termination of this Contract shall fall under the exclusive jurisdiction of the competent courts of Gabon, namely the courts within the territorial jurisdiction where the Contract is executed, without prejudice to any jurisdiction specifically provided by Gabonese law.

The CONTRACTOR undertakes to fully comply at all times with all Gabonese laws and regulations applicable to the operations performed under this Contract, including but not limited to:

- a) The Gabonese Labor Code and its implementing regulations;
- b) Provisions relating to the employment of local and expatriate personnel, including work permits and entry authorizations;
- c) Tax and customs legislation, including the General Tax Code and the Customs Code;
- d) Health, safety, and workplace hygiene standards;
- e) Environmental regulations, including the Environmental Code and obligations regarding risk prevention and waste management;
- f) Legislation on industrial safety and classified installations;
- g) Laws relating to mandatory insurance, including civil liability, work accidents, and employee protection.

The CONTRACTOR shall obtain, maintain in force, and provide upon request all permits, licenses, certificates, receipts, administrative approvals, or environmental authorizations required for the performance of its services in compliance with the applicable laws and regulations in Gabon.

The obligations set forth in this article are essential, and any material breach may, at the COMPANY's discretion, justify the suspension or termination of this Contract, without prejudice to any other rights or remedies provided by law or this Contract.

32.0 **LABOUR LAWS:**

The CONTRACTOR shall comply with all applicable labour laws, rules, and regulations, including but not limited to: the Gabonese Labour Code, provisions relating to wages, social security, compensation, industrial disputes, maternity benefits, employment of minors, and any other statutes or regulations as amended or modified from time to time.

ii) No person below the age of eighteen (18) years shall be employed by the CONTRACTOR

under this Contract.

iii) The CONTRACTOR shall ensure that all labourers engaged on the work are paid at least the minimum wages prescribed under applicable law.

iv) The CONTRACTOR shall, at its own expense, comply with all labour laws and shall keep the COMPANY fully indemnified against any liability, claim, penalty, or expense arising from non-compliance.

v) The CONTRACTOR shall pay equal wages to male and female workers in accordance with applicable labour laws.

vi) If applicable under the Labour Code or related regulations, the CONTRACTOR shall obtain any required licenses or approvals from the competent authority prior to commencing work, including payment of prescribed fees or deposits, which shall be borne solely by the CONTRACTOR.

vii) The CONTRACTOR shall obtain all relevant registration codes under social security laws, including the Provident Fund Code and Employees' Social Insurance Code, and maintain compliance throughout the execution of the Contract.

viii) As the employer of the personnel engaged under this Contract, the CONTRACTOR shall be responsible for payment of gratuity and any other statutory benefits as required by law and shall indemnify the COMPANY in respect thereof. Should the COMPANY be required to make such payments under instruction from the competent authority, the COMPANY shall be entitled to recover the amounts from any sums due to the CONTRACTOR under this or any other contract.

ix) The CONTRACTOR shall furnish to the Engineer-in-Charge a detailed list of all personnel employed on the works, specifying trades and categories. Additionally, on the 4th and 19th of each month, the CONTRACTOR shall submit a true statement covering the preceding and current month halves, reporting: (a) all accidents, with circumstances and extent of injury or damage, and (b) the number of female workers granted maternity benefits and the amounts paid, in accordance with applicable laws.

x) The Engineer-in-Charge shall have the authority, based on reports from inspecting officers or competent authorities, to deduct from any sums due to the CONTRACTOR amounts necessary to compensate workers for loss or injury resulting from the CONTRACTOR's failure to comply with labour laws, contractual obligations, or regulations, including unjustified wage deductions.

xi) The CONTRACTOR shall fully indemnify and hold harmless the COMPANY against any liabilities, claims, penalties, or payments arising from compliance with the foregoing provisions, without prejudice to the CONTRACTOR's right to seek indemnity from any sub-CONTRACTOR engaged under this Contract.

33.0 STATUTORY REQUIREMENTS:

During the tenure of this CONTRACT nothing shall be done by the CONTRACTOR in contravention of any law, act and/or rules/regulations, thereunder or any amendment

34.0 GENERAL HEALTH, SAFETY & ENVIRONMENT (HSE) GUIDELINES:

35.0 It will be solely the CONTRACTOR's responsibility to fulfil all the legal formalities with respect to the Health, Safety and Environmental aspects of the entire job (namely; the person employed by him, the equipment, the environment, etc.) under the jurisdiction of the district of that state where it is operating. Ensure that all sub-

CONTRACTORS hired by CONTRACTOR comply with the same requirement as the CONTRACTOR himself and shall be liable for ensuring compliance all HSE laws.

- 36.0 It will be entirely the responsibility of the Contractor/his Supervisor/representative to ensure strict adherence to all HSE measures and statutory rules during operation in OIL's installations and safety of workers engaged by him. The crew members will not refuse to follow any instruction given by company's Installation Manager/Safety Officer/Engineer/Official/ Supervisor/Junior Engineer for safe operation.
- 37.0 Any compensation arising out of the job carried out by the Contractor whether related to pollution, Safety or Health will be paid by the contractor only.
- 37.1 Any compensation arising due to accident of the Contractor's personnel while carrying out the job, will be payable by the contractor.
- 37.2 When there is a significant risk to health, environment or safety of a person or place arising because of a non-compliance of HSE Measures Company shall have the right to direct the contractor to cease work until the non-compliance is corrected.

38.0 POLLUTION AND CONTAMINATION:

The CONTRACTOR shall be liable for all surface and sub-surface pollution to the extent caused by CONTRACTOR and resulting from CONTRACTOR's operation/service or spillage or dumping of solvents/additive substances or pollutants, which the CONTRACTOR brings to the Site for use in connection with Work to be performed under this Contract.

Notwithstanding anything to the contrary contained herein, it is agreed that except on the ground of willful misconduct or criminal misconduct, COMPANY shall release, indemnify and hold CONTRACTOR and its sub-CONTRACTORS harmless from any and all claims, judgments, losses, expenses and any costs related thereto (including but not limited to Court costs and "Attorney's fees") for:

- a) Damage to or loss of any reservoir or producing formation; and/ or
- b) Damage to or loss of any well; and/ or
- c) Any other subsurface damage or loss; and/ or
- d) Any property damage or loss or personal injury or death arising out of or in connection with a blowout, fire explosion and loss of well control regardless of cause.

39.0 STATUTORY VARIATION/ NEWLY ENACTED LAW:

- 39.1 All duties, taxes except otherwise specified in the Contract as applicable on the closing date of bid submission as per relevant acts and rules shall be in CONTRACTOR's account. Variation in case of custom duty on CIF value declared by the bidder shall be to COMPANY account.
- 39.2 In the event of introduction of any new legislation or any amendment or enforcement of any Act or Law, rules or regulations **of Government of the Gabonese Republic or any competent authority.** State Government(s) or Public Body, which becomes effective after the date of submission of Price Bid or revised price bid, if any, for this CONTRACT and which results in increased/decreased cost of the works under the CONTRACT through increased/decreased liability of taxes and/or duties, required to be paid by the CONTRACTOR, (other than personnel and Corporate

taxes), the Parties shall agree to a revision in pricing to reflect such change subject to the production of documentary proof to the satisfaction of the COMPANY/CONTRACTOR as applicable to the extent which directly is attributable to such introduction of new legislation or change or amendment as mentioned above and adjudication by the competent authority (applicable when disputed by COMPANY) & the courts wherever levy of such taxes/duties are disputed by COMPANY/CONTRACTOR.

- 39.3 Any increase in net amount of the duties and taxes (i.e. the amount of taxes/duties payable minus eligible credit of taxes/duties paid on input services/inputs) after the contractual completion/mobilization date during the extended period will be to the CONTRACTOR's account, where delay in completion /mobilization period is attributable to the CONTRACTOR. However, any decrease in net amount of the duties and taxes (i.e. the amount of taxes/duties payable minus eligible credit of taxes/duties paid on input services/inputs) after the contractual completion/mobilization date will be to COMPANY's account.
- 39.4 The Contract Price and other prices given in the Schedule of Prices are based on the applicable tariff as indicated by the CONTRACTOR in the Schedule of Prices. In case this information subsequently proves to be wrong, incorrect or misleading, COMPANY will have no liability to reimburse/pay to the CONTRACTOR the excess duties, taxes, fees, if any finally levied/imposed by the concerned authorities. However, in such an event, COMPANY will have the right to recover the difference in case the rate of duty/tax finally assessed is on the lower side.
- 39.5 Notwithstanding the provision contained in Clause-39.1 to 39.4 above, the COMPANY shall not bear any liability in respect of:
- i. Personal taxes on the personnel deployed by CONTRACTOR, his sub-CONTRACTOR/sub-sub-CONTRACTORS and Agents etc.
 - ii. Corporate taxes and Fringe benefit tax in respect of CONTRACTOR and all of their sub-CONTRACTORS, agents etc.
 - iii. Other taxes & duties in accordance with the Gabonese General Tax Code (CGI), including VAT, RAS, and CEMAC customs obligations.”
 - iv. Any liability on the CONTRACTOR, which was accrued under the old law or contract, which the CONTRACTOR is obligated to pay either to the COMPANY or to the Government Authority.

39.6 DISCLOSURE OF INPUTS AND TAXES (GABON COMPLIANCE)

In order to ascertain the net impact of amendments, revisions, or enactments of various provisions of taxes or duties under Gabonese law, the CONTRACTOR shall provide the following disclosures to COMPANY:

- i. Input Services – Details of all services used in relation to providing services to COMPANY, including the estimated monthly value of each service and the VAT amount (TVA) borne on such services.
- ii. Inputs (Materials/Consumables) Details of all materials and consumables used or required to provide services to COMPANY, including the estimated monthly value of each input and the VAT (TVA) paid or payable on their purchase.

The CONTRACTOR shall maintain proper accounting records and provide invoices compliant with the Gabonese Tax Code (CGI) to enable COMPANY to exercise its right to recover input VAT where applicable.

39.7 LIMITATION OF TAX VARIATIONS ON SUPPLY OF SERVICES

The provisions of Clause 39.6 shall apply only in respect of variations in the rate of VAT or other statutory duties on the supply of services to COMPANY. Variations in taxes or duties on the CONTRACTOR's own inputs (goods, materials, or services used to provide the services) shall be the sole responsibility of the CONTRACTOR and shall not be passed on to COMPANY.

39.8 COMPLIANCE WITH GOOD FAITH AND PRICE ADJUSTMENTS

Any claim for adjustment or reduction in contract price arising from a change in Gabonese tax law (CGI) shall be accompanied by a formal declaration from the CONTRACTOR confirming that any fiscal benefit resulting from such change will be fully passed on to COMPANY.

40.0 SEVERABILITY:

Should any provision of this agreement be found to be invalid, illegal or otherwise not enforceable by any court of law, such finding shall not affect the remaining provisions hereto and they shall remain binding on the parties hereto.

41.0 COMMISSION OF MISCONDUCT/SUBMISSION OF FRAUDULENT DOCUMENT BY THE BIDDER/CONTRACTOR AND BANNING THEREOF:

The information and documents submitted by the Bidder/CONTRACTOR in connection with the tender/contract are accepted by COMPANY to be true and genuine.

However, if at any time, during the tender process, after award, or after completion of the contract, it is found that the Bidder/CONTRACTOR has submitted fraudulent documents, false information, or committed any act of misconduct, the COMPANY shall take appropriate action, including but not limited to:

i. **Debarment from Future Tenders:** The Bidder/CONTRACTOR may be prohibited from participating in any future tenders or contracts with COMPANY for a period determined according to the severity of the misconduct, in alignment with the Gabonese Public Procurement Law and COMPANY's internal integrity policies.

ii. **Termination of Ongoing Contracts:** COMPANY may terminate any ongoing contract(s) at the risk and cost of the CONTRACTOR.

iii. **Forfeiture of Performance Security:** Any performance guarantees/security deposits related to ongoing contracts may be forfeited by COMPANY.

iv. **Civil, Fiscal, and Criminal Liability:** The CONTRACTOR shall remain liable for all other penalties, including tax liabilities under the Gabonese General Tax Code (CGI), and for any administrative or criminal sanctions applicable under Gabonese law. Directors or responsible persons may be held personally liable for fraudulent acts committed on behalf of the CONTRACTOR.

v. **Good Faith and Integrity Requirement :** The CONTRACTOR shall ensure that all representations, documents, and disclosures made to COMPANY are accurate, complete, and in compliance with Gabonese law. Any omission or misrepresentation constitutes a ground for legal and contractual action, including

debarment and recovery of damages.

42.0 **SETTLEMENT OF DISPUTES:**

42.1 Any dispute arising out of or in connection with this contract including regarding its existence, validity, termination, or the execution of the works shall first be attempted to be resolved through mutual consultation between the parties, in accordance with the principle of good faith under Gabonese law and the OHADA Uniform Act on Commercial Law.

If mutual consultation fails, the dispute may be referred to a Settlement Advisory Committee (SAC) or another conciliation mechanism in accordance with Gabonese law, including competent OHADA bodies or local provisions governing public procurement and private contracts.

Should the dispute remain unresolved after exhausting these amicable mechanisms:

Arbitration: the Contractor may refer the dispute to arbitration under the OHADA Uniform Act on Arbitration for commercial, technical, or financial disputes.

Gabonese Courts: mandatory for any dispute involving public order, taxation, customs, or the hydrocarbons sector, including before the Administrative Court, the Court of First Instance, or the Court of Appeal, depending on the nature of the dispute.

The parties agree to exhaust all amicable dispute resolution steps before resorting to arbitration or the Gabonese courts.

a) OIL has established the Conciliation Rules 2020 to provide a speedy, cost-effective, and amicable resolution of disputes through conciliation. While these rules reference the Indian Arbitration and Conciliation Act 1996, for the purposes of this contract, their application is subject to Gabonese law and OHADA provisions on alternative dispute resolution.

b) If the parties fail to resolve any dispute or difference by mutual consultation as per Clause 42.1, the dispute may, if both parties agree, be referred to conciliation. The invitation to conciliation must be accepted by the other party for the process to proceed.

c) Once the invitation is accepted, the parties shall attempt to settle the dispute amicably under OIL Conciliation Rules 2020, taking into account applicable Gabonese legal provisions, including OHADA and national laws regulating commercial contracts, hydrocarbons, and public-private partnerships.

d) Arbitration shall be invoked only after exhausting the conciliation process. The conciliation option shall be deemed exhausted even if one party rejects conciliation.

42.2 **Arbitration**

1. Except as otherwise provided in this contract, any dispute, difference, question, or disagreement arising between the parties in connection with the construction, interpretation, operation, or breach of the contract, which cannot be resolved through conciliation/mediation, shall be referred to arbitration in accordance with OHADA Arbitration rules and Gabonese law.
2. A party wishing to commence arbitration shall give 30 days' notice to the other party. The notice shall specify all points of dispute and the amount claimed to be referred to arbitration at the time of invocation. For claims in foreign currency, the value shall also be indicated in CFA for the constitution of the arbitral tribunal.
3. The number of arbitrators and the appointing authority shall be determined based on

the amount of the claim (excluding interest and counterclaims, if any), in accordance with OHADA rules and national provisions applicable in Gabon.

The number of arbitrators and the appointing authority will be as under: Claim amount (excluding claim for interest and counter claim, if any)

1. The parties agree that they shall appoint only those persons as arbitrators who accept the conditions of the arbitration clause. No person shall be appointed as Arbitrator or Presiding Arbitrator who does not accept the conditions of the arbitration clause.
2. If any of the Arbitrators so appointed dies, resigns, becomes incapacitated or withdraws for any reason from the proceedings, it shall be lawful for the concerned party/arbitrators to appoint another person in his place in the same manner as aforesaid. Such person shall proceed with the reference from the stage where his predecessor had left if both parties consent for the same; otherwise, he shall proceed de novo.
3. Parties agree and undertake that neither shall be entitled for any pre- reference or pendente-lite interest on its claims. Parties agree that any claim for such interest made by any party shall be void. Parties agree that a claim for any such interest shall not be considered and shall be void. The Arbitrator or Tribunal shall have no right to award pre-reference or pendent-lite interest in the matter.
4. If after commencement of the arbitration proceedings, the parties agree to settle the dispute mutually or refer the dispute to conciliation, the arbitrators shall put the proceedings in abeyance until such period as requested by the parties. Where the proceedings are put in abeyance or terminated on account of mutual settlement of dispute by the parties, the fees payable to the arbitrators shall be determined as under:
 - a) 20% of the fees if the claimant has not submitted a statement of claim.
 - b) 40% of the fees if the pleadings are complete.
 - c) 60% of the fees if the hearing has commenced.
 - d) 80% of the fees if the hearing is concluded but the award is yet to be passed.
5. Each party shall be responsible to make arrangements for the travel and stay etc. of the arbitrator appointed by it. Claimant shall also be responsible for making arrangements for travel and stay of the Presiding Arbitrator and the expenses incurred shall be shared equally by the parties. In the case of sole arbitrator, both parties shall equally share all expenditures that may be required to be incurred.
6. The fees and other administrative/secretarial expenses of the arbitrator(s) shall not exceed the model fee as stipulated in the Schedule of the Act and such expenses shall be equally borne by the parties.
7. The seat and venue of the arbitration shall be Libreville (Gabon) or any other location agreed upon within the OHADA region.

43.0 COMPLETION OF CONTRACT:

Unless otherwise terminated under the provisions of any other relevant Clause or extended through written communication, this Contract shall be deemed to have been completed at the expiry of the Period specified in the contract or period of

defect liability, as provided for under the Contract, whichever is later.

44.0 **TERMINATION:**

44.1 **Termination on expiry of the contract:** This Agreement shall be deemed to have been automatically terminated on the expiry of the contract period unless OIL has exercised its option to extend this contract in accordance with the provisions, if any, of this contract.

44.2 **Termination of contract for death:** If the CONTRACTOR is an individual or a proprietary concern and the individual or the proprietor dies or if the CONTRACTOR is a partnership concern and one of the partners dies then unless, the COMPANY is satisfied that the legal heir of the individual or the proprietary concern or the surviving partners are capable of carrying out and completing Contract, the COMPANY is entitled to cancel the Contract for the uncompleted part without being in any way liable for any compensation payment to the estate of the deceased CONTRACTOR and/or to the surviving partners of the CONTRACTOR's firm on account of the cancellation of Contract. The decision of the COMPANY in such assessment shall be final & binding on the parties. In the event of such cancellation, the COMPANY shall not hold the estate of the deceased CONTRACTOR and/or the surviving partners of CONTRACTOR's firm liable for any damages for non-completion of the Contract.

44.3 **Termination on account of Force Majeure:** Unless the contract provides otherwise, either party shall have the right to terminate this Contract on account of Force Majeure as set forth in Article-31.0 above.

44.4 **Termination on account of insolvency:** In the event that the CONTRACTOR or its collaborator or its guarantor at any time during the term of the Contract, becomes insolvent or makes a voluntary assignment of its assets for the benefit of creditors or is adjudged bankrupt or under the process of insolvency or liquidation, then the COMPANY shall, by a notice in writing have the right to terminate the Contract and all the CONTRACTOR's rights and privileges hereunder, shall stand terminated forthwith.

However, COMPANY shall be at liberty to give the Receiver or Liquidator or Insolvency Professional Manager, as appointed by the Competent Court/Tribunal, the option of carrying out the Contract subject to its technical & financial competence and his providing a guarantee for due and faithful performance of the Contract.

44.5 **Termination for Unsatisfactory Performance:** If the COMPANY considers that, the performance of the CONTRACTOR is unsatisfactory, or not as per the provision of the Contract, the COMPANY shall notify the CONTRACTOR in writing and specify in details the cause of dissatisfaction. The COMPANY shall have the option to terminate the Contract by giving 15 days notice in writing to the CONTRACTOR, if CONTRACTOR fails to comply with the requisitions contained in the said written notice issued by the COMPANY. In the event CONTRACTOR rectifies its non-performance to the satisfaction of the COMPANY, the option of termination may not be exercised by the COMPANY. If however CONTRACTOR repeats non-performance subsequently, COMPANY shall exercise the option to terminate contract by giving 07 days notice. Such CONTRACTOR shall be put on holiday.

44.6 **Termination due to change of ownership and Assignment:** In case the

CONTRACTOR's rights and /or obligations under this Contract and/or the CONTRACTOR's rights, title and interest to the equipment/ material, are transferred or assigned without the COMPANY's written consent, the COMPANY may at its option, terminate this Contract. COMPANY shall not be however under any obligation to accord consent to the CONTRACTOR for change of ownership & assignment of the contract.

- 44.7 If at any time during the term of this Contract, breakdown of CONTRACTOR's equipment results in CONTRACTORS being unable to perform their obligations hereunder for a period of 15 successive days, COMPANY at its option, may terminate this Contract in its entirety or partially to the extent non-performance, without any further right or obligation on the part of the COMPANY, except for the payment of money then due. No notice shall be served by the COMPANY under the condition stated above.
- 44.8 **Termination for delay in mobilization:** CONTRACTOR is required to mobilize complete equipment alongwith crew for commencement of services at the specified site within the maximum allowed number of days from the date of LOA/Notice for Mobilization as specified in the special conditions of contract. If the CONTRACTOR (successful bidder) fails to complete the mobilization as above, OIL shall have, without prejudice to any other clause of the CONTRACT, the right to terminate the contract.
- 44.9 Notwithstanding any provisions herein to the contrary, the Contract may be terminated at any time by the COMPANY on giving 30 (thirty) days written notice to the CONTRACTOR due to any other reason not covered under the above Article from **44.1 to 44.8** and in the event of such termination the COMPANY shall not be liable to pay any cost or damage to the CONTRACTOR except for payment of services as per the Contract upto the date of termination.
- 44.10 **Consequence of Termination:** In all cases of termination herein set forth, the relative obligations of the parties to the Contract shall be limited to the period up to the date of termination. Notwithstanding the termination of this Contract, the parties shall continue to be bound by the provisions of this Contract that reasonably require some action or forbearance after such termination.

Upon termination of this Contract, CONTRACTOR shall return to COMPANY all of COMPANY's properties, which are at the time in CONTRACTOR's possession.

In the event of termination of contract, COMPANY will issue Notice of termination of the contract with date or event after which the contract will be terminated. The contract shall then stand terminated and the CONTRACTOR shall demobilize their personnel & materials.

Demobilization charges shall not be payable by COMPANY in case of Article from **44.4 to 44.7**

45.0 TO DETERMINE THE CONTRACT:

In such an event (i.e. termination under Article No. 44.4 to 44.9 above), the contract shall stand terminated and shall cease to be in force from the date of such notification by the COMPANY. Thereafter the CONTRACTOR shall stop forthwith any of the work then in progress, except those work which the COMPANY may, in

writing, require to be done to safeguard any property or work, or installations from damages, and the COMPANY may take over the remaining unfinished work of the CONTRACTOR and complete the same through a fresh CONTRACTOR or by other means, at the risk and cost of the CONTRACTOR, and any of its sureties if any, shall be liable to the COMPANY for any excess cost occasioned by such work having to be so taken over and completed by the COMPANY over and above the cost at the rate/cost specified in the schedule of quantities and rates/prices.

46.0 WITHOUT DETERMINING THE CONTRACT: In such an event (i.e. termination under Article No. 44.4 to 44.9 above), the COMPANY may take over the work of the CONTRACTOR or any part thereof and complete the same through a fresh CONTRACTOR or by other means, at the risk and cost of the CONTRACTOR. The CONTRACTOR and any of its sureties are liable to the COMPANY for any excess cost over and above the cost at the rates specified in the schedule of quantities and rates/prices, occasioned by such work having been taken over and completed by the COMPANY.

47.0 ERRING/DEFAULTING AGENCIES:

Erring and defaulting agencies like bidder, CONTRACTOR, supplier, vendor, service provider will be dealt as available in OIL's website: www.oil-india.com. Moreover, OIL reserves the right to take legal or any other action on the basis of merit of the case.

48.0 MISCELLANEOUS PROVISIONS:

CONTRACTOR shall give notices and pay all fees at their own cost required to be given or paid by any National or State Statute, Ordinance, or other Law or any regulation, or bye-law of any local or other duly constituted authority as may be in force from time to time in India, in relation to the performance of the services and by the rules & regulations of all public bodies and companies whose property or rights are affected or may be affected in any way by the services.

CONTRACTOR shall conform in all respects with the provisions of any Statute, Ordinance of Law as aforesaid and the regulations or bye-law of any local or other duly constituted authority which may be applicable to the services and with such rules and regulation, public bodies and Companies as aforesaid and shall keep COMPANY indemnified against all penalties and liability of every kind for breach of any such Statute, Ordinance or Law, regulation or bye-law.

During the tenure of the Contract, CONTRACTOR shall keep the site where the services are being performed reasonably free from all unnecessary obstruction and shall store or dispose of any equipment and surplus materials and clear away and remove from the site any wreckage, rubbish or temporary works no longer required. On the completion of the services, CONTRACTOR shall clear away and remove from the site any surplus materials; rubbish or temporary works of every kind and leave the whole of the site clean and in workmanlike condition to the satisfaction of the COMPANY.

Key personnel cannot be changed during the tenure of the Contract except due to sickness/death/resignation of the personnel or any other justified situation in which case the replaced person should have equal experience and qualification,

which will be again subject to prior approval, by the COMPANY.

SPECIAL CONDITIONS OF CONTRACT (SCC)

SECTION-I: The following Clauses of SCC shall supplement and/or amend the General Conditions of Contract (GCC). Whenever there is a conflict, the provisions herein shall prevail over those in the GCC.

A	Definition	Hiring of consultancy services for Payroll and Social Tax Services, Annual Salary Declaration, Personal Income Tax etc
B	Effective date of Contract	01.01.2026
C	Duration of contract	1 Year with a provision by another 6 months
D	Performance Security	5% of contract value and valid for 90 days beyond the contract end date. To be submitted within 1 week of issuance of LOA.
E	Terms of Payment	Payment for services rendered in a month shall be paid after satisfactory completion of services in a month. Therefore, contractor shall submit the original invoice at OIL's Libreville office on monthly basis for settlement within 30 days.
F	Subcontracting: Allowed/Not Allowed	Not Allowed
G	Address details for submission of invoice	All Invoices are to be submitted along with supporting documents to: General Manager (Gabon Project) Oil India Limited - Gabon Project, La Sabliere, Immeuble FIDJI, Pres de la Cour Constitutionnelle, BP – 23134, Libreville, Gabon

SCOPE OF WORK/TECHNICAL REFERENCE

Contractor to provide the following services as under:

1.1 **CONSULTANCY FOR PAYROLL AND TAX SERVICES FOR BOTH LOCAL AND EXPATRIATE EMPLOYEES OF THE COMPANY:**

(A) **Assistance for Payroll, Social and Tax related Services.**

For payroll. job will consist of:

(i) Preparing the pay slips every month for the local and expatriate employees (Both Indian and Gabonese workers), on the basis of all the relevant information and documentation, (timesheet, fixed and variable elements per employee) provided by the company.

(ii) Updating the monthly payroll statements (pay slips, payroll ledgers and statements) including the calculation of Bonus Figures, Leave to the Credit of individual Local Employees and the Calculation of Due amount for encashment of Leave individually.

Information to be provided by Oil India Limited:

(i) List of local and expatriate employees per month: with individual information for each of our employee (present, in vacation, non renewed, fired etc.);

(ii) Timesheet of work: Time , advance of the month , medical withholding expenses, if any;

(iii) Collective agreement/salary scale/and employee category.

(B) **For Social And Tax Services:**

The job consist in preparing all the tax and social declarations in compliance with tax rules in Gabon, namely:

(i) Quarterly declaration of CNSS contributions, CNAMGS contribution (Social Security),

(ii) Monthly declarations of Personal Income Tax - PIT (impot sur le Revenu des Personnes physiques: I.R.P.P),

(iii) Monthly declaration of Complementary tax on wages (Taxe complementaire sur les salaries : TCS),

(iv) Monthly FNH declaration,

(v) Any other social or tax applicable

1.2 ANNUAL SALARY DECLARATION (DAS):

(i) To prepare the Annual Salary Declaration («DAS») and its due submission. This annual declaration (DAS) submitted every year at the end of 30th Jan/or well before the due date as per Gabonese regulation for the previous year.

(ii) The summary of the salaries and wages paid to each employee & payment justification,

(iii) The details in the prescribed forms and summary of the amounts paid during the year for each local supplier for services rendered to the local entity (TVA Cases),

(iv) The details in the prescribed forms and summary of the amount paid during the year for each foreign supplier for services rendered to the local entity, with the detailed Withholding Tax (WHT) applied (TDS cases).

(v) Any other details, if required to be shown in DAS.

1.3 CONSULTANCY FOR PERSONAL INCOME TAX- PIT

PIT preparation:

The job involves in establishing annually the Personal Income Tax Statement:

The job consist of:

(i) Establishing all the PIT {ID 06, and ID 19 and other if any as per Gabon Law) for each of our local and expatriate employees;

(ii) Job to be completed each year well before the due date as per Gabonese law.

(iii) The PIT statement to be sent to each employee, in order to be signed. You will make the deposit to the tax administration, and will provide us a copy, with the acknowledgment receipt.

Tender no. OIL/GABON/ENQ-PAYROLL/007/2025					
SECTION-III : PRICE BID FORMAT					
NAME OF BIDDER					
Sr. No.	Contract Item	Unit	Qty	Unit Price (XAF) of existing contract	Net Value (XAF)
1	Consultancy for Payroll and Tax Services for both Local and Expatriate Employees of the Company.	NO	108		-
2	Annual Salary Declaration (DAS): prepare the Annual Salary Declaration (« DAS») and its due submission.	NO	1		-
3	Consultancy for Personal Income Tax-PIT preparation for all the Employees	NO	9		-
Total Net Value (XAF) excluding TVA & CSS					-

The quantities mentioned above are estimated quantity for evaluation purpose only. Payment shall be made for the actual quantity of service/job done at the unit rates of the contract. Company reserves the right to delete any of the services from the above.

STATEMENT OF NON-COMPLIANCE (IF ANY)

(Only exceptions/deviations to be rendered)

1.0 The Bidder shall furnish detailed statement of **exceptions/deviations**, if any, to the IFB stipulations, terms, and conditions in respect of each Section of Bid Document in the following format:

Section No.	Clause No. (Page No.)	Non-Compliance	Remarks

Signature of Bidder: _____

Name: _____

NOTE: OIL INDIA LIMITED expects the bidders to fully accept the terms and conditions of the bid document. However, should the bidders still envisage some exceptions/deviations to the terms and conditions of the bid document, the same should be indicated as per above format and submit along with their bids. If the **“Statement of Non-Compliance”** in the above Proforma is left blank (or not submitted along with the Bid), then it would be constructed that the bidder has not taken any exception/deviation to the IFB requirements.

PROFORMA LETTER OF AUTHORITY

**TO
General Manager (Gabon Project)**

Oil India Limited - Gabon Project,

Dear Sir,

SUB: Hiring of LMV on Monthly Rental Basis for Office Use and Daily Rental of Casual Vehicles for Well Site Duty & Office Duty as and when required.

We _____ of _____

Confirm that Mr. _____
_____ (Name and Address) is authorised to represent us to Bid, negotiate and conclude the agreement on our behalf with you against IFB for **Hiring of LMV on Monthly Rental Basis for Office Use and Daily Rental of Casual Vehicles for Well Site Duty & Office Duty as and when required** for any commercial/ legal purpose etc.

We confirm that we shall be bound by all and whatsoever our said representative shall commit.

Authorised Person's Signature: _____

Name: _____

Yours faithfully,

Signature: _____

Name & Designation _____

For & on behalf of _____

NOTE: This letter of authority shall be on printed letter head of the bidder and shall be signed by a person competent and having the power of attorney (Power of attorney shall be annexed) to bind such Bidder.

FORM OF PERFORMANCE BANK GUARANTEE

To:

To
General Manager (Gabon Project)
Oil India Limited - Gabon Project,
La Sabliere, Immeuble FIDJI,
Pres de la Cour Constitutionnelle,
BP – 23134, Libreville, Gabon

WHEREAS _____ (Name and address of Contractor) (hereinafter called “Contractor”) had undertaken, in pursuance of Contact No. _____ to execute (Name of Contract and Brief Description of the Work) _____ (hereinafter called “the Contract”).

AND WHEREAS it has been stipulated by you in the said Contract that the Contractor shall furnish you with a Bank Guarantee as security for compliance with Contractor’s obligations in accordance with the Contract.

AND WHEREAS we (May incorporate the Bank Name) have agreed to give the Contractor such a Bank Guarantee; NOW THEREFORE we hereby affirm that we are Guarantors on behalf of the Contractor, up to a total of (Amount of Guarantee in figures) _____ (in words _____), such amount being payable in the types and proportions of currencies in which the Contract price is payable, and we undertake to pay you, upon your first written demand and without cavil or arguments, any sum or sums within the limits of guarantee sum as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein. We hereby waive the necessity of your demanding the said debt from the Contractor before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the Contract or the work to be performed thereunder or of any of the Contract documents which may be made between you and the Contractor shall in any way cease us from any liability under this guarantee, and we hereby waive notice of such change, addition or modification.

This guarantee is valid until the _____ day of _____

The details of the Issuing Bank and Controlling Bank are as under:

- A. Issuing Bank:
BANK FAX NO:
BANK EMAIL ID:
BANK TELEPHONE NO:
IFSC CODE OF THE BANK:

- B. Controlling Office:

Address of the Controlling Office of the BG issuing Bank:

Name of the Contract Person at the Controlling Office with Mobile No. and e-mail address:

Notwithstanding anything contained herein:

- e) Our liability under this Bank Guarantee shall be restricted up to FCFA _____
- f) This guarantee shall be valid till
- g) We are liable to pay the guarantee amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before(Date of Expiry of BG PLUS one year claim period).
- h) At the end of the claim period that is on or after (Date of expiry of the Bank Guarantee Plus Minimum of 1 year claim period shall be stipulated) all your rights under this Guarantee shall stand extinguished and we shall be discharged from all our liabilities under this Guarantee irrespective of receipt of original Bank Guarantee duly discharged, by Bank.

Name of the Contact Person at the Controlling Office with Mobile No. and e-mail address:

SIGNATURE AND SEAL OF THE GUARANTORS _____
Designation _____
Name of the Bank _____
Address _____

PROFORMA-IV

Format of undertaking by Bidders towards submission of authentic information/documents (To be typed on the letter head of the bidder)

Ref. No _____

Date _____

Sub: Undertaking of authenticity of information/documents submitted

**To,
To
General Manager (Gabon Project)
Oil India Limited - Gabon Project,
Sir,**

With reference to our quotation against your above-referred tender, we hereby undertake that no fraudulent information/documents have been submitted by us.

We take full responsibility for the submission of authentic information/documents against the above cited bid.

We also agree that, during any stage of the tender/contract agreement, in case any of the information/documents submitted by us are found to be false/forged/fraudulent, OIL has right to reject our bid at any stage including forfeiture of our PBG and/or cancel the award of contract and/or carry out any other penal action on us, as deemed fit.

Yours faithfully,

For (type name of the firm here)

Signature of Authorized Signatory

Name:

Designation:

Phone No.

Place:

Date:

(Affix Seal of the Organization here, if applicable)