



**OIL INDIA LIMITED
GABON PROJECT**
(A GOVERNMENT OF INDIA ENTERPRISE)
La Sablière, Immeuble FIDJI,
(Près de l'ancienne Cour Constitutionnelle)
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TENDER NO:
OIL/GABON/ENQ-WASTE MGMT/304/2024
TENDER DOCUMENT
FOR
**“HIRING DRILLING WASTE MANAGEMENT SERVICES FOR TWO (2)
EXPLORATORY VERTICAL WELLS IN BLOCK SHAKTHI-II GABON**

Tender Closing Date & Time	:	12.12.2024 at 14:00 Hrs(GST)
Tender Opening Date & Time	:	12.12.2024 at 14:30 Hrs(GST)
EMD Amount	:	Not Applicable
Type of Tender	:	Single Stage Two Bid
Tender Fee	:	NIL

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FORWARDING LETTER

Subject: “HIRING DRILLING WASTE MANAGEMENT SERVICES FOR TWO (2) EXPLORATORY VERTICAL WELLS IN SHAKTHI BLOCK-II, GABON

TENDER NO: OIL/GABON/ENQ-WASTE DISPOSAL/304/2024

Dear Sirs/Madam,

- 1.0 A Consortium of M/s. OIL INDIA LIMITED (OIL) & M/s. INDIAN OIL CORPORATION LIMITED (IOCL), both Government of India Company under the administrative control of Ministry of Petroleum and Natural Gas (MoP&NG), Govt. of India, where OIL is the operator, plan to drill two exploratory wells in the on-land exploration Shakthi Block-II(G4-245), located adjacent to continental basement margin within interior sub-basin Gabon, under administrative guidelines of Gabon’s Direction Generale des Hydrocarbures [DGH].
- 2.0 Both OIL and IOCL are independent “Schedule A” premier National oil companies of India, under the Ministry of Petroleum and Natural Gas (MoP&NG), Government of India. OIL is engaged mainly in the business of Exploration, Production and Transportation of crude oil and natural gas and IOCL is engaged mainly in the business of refining of crude oil, transportation of crude oil and marketing of petroleum product.
- 3.0 In connection with its proposed exploratory drilling program in Gabon, OIL now invites **Domestic Competitive Bids (DCB-OPEN)** from the competent & experienced parties/contractors who is having requisite experience in Waste Disposal Management Service in Gabon and can mobilise it at Drilling Site of Gabon within the mobilisation period given in the tender from date of Mobilisation notice for **“Hiring Drilling Waste Management Services For Two (2) Exploratory Vertical Wells .The distance between the two locations is approximately 25 Km by road.** This block has rivers, lakes, marshy land, national parks and undulating surface. A national highway N-1 is passing through this block is a life line for this area as most of villages, small town fall along this route. This block is covered by forest with thick vegetation and flora and fauna. The drilling locations (Loc. C & Loc. LE) to be drilled are approximately 190 km & 175 km away by road from Libreville, Gabon respectively and are approximately 95 km & 80 km respectively by road from Lambarene towards Libreville.
- 4.0 One complete set of bid document for hiring of above services is being forwarded herewith. You are requested to submit the most competitive bid well before the

scheduled bid closing date and time. For your ready reference, few salient points (covered in detail in this bid document) are highlighted below:

Sl. No.	Description
(i)	Tender No & Date : OIL/GABON/ENQ-WASTE DISPOSAL/304/2024 Dated 22.11.2024
(ii)	Type of Bid : Single Stage Two Bid System
(iii)	Bid Closing Date & Time : 12.12.2024 at 14:00 Hrs (Gabon Standard Time)
(iv)	Technical Bid Opening Date & Time : 12.12.2024 at 14:30 Hrs (Gabon Standard Time)
(v)	Price Bid Opening Date & Time : Will be intimated only to the techno commercially eligible/qualified Bidders nearer the time.
(vi)	Bid Submission Place : Office of GM-Gabon Project Oil India Limited, Gabon Project, La Sablière, Immeuble FIDJI, (Près de l'ancienne Cour Constitutionnelle) BP :23134 Libreville, Gabon Tel : +(241) - 074525252
(vii)	Bid Opening Place : Office of GM-Gabon Project Oil India Limited, Gabon Project, La Sablière, Immeuble FIDJI, (Près de l'ancienne Cour Constitutionnelle), BP :23134 Libreville, Gabon Tel : +(241) - 074525252
(viii)	Tender Fee : Not Applicable
(ix)	Bid Security/Earnest Money Deposit (EMD) : Not Applicable
(x)	Bid Validity : 60 (Sixty) Days from Bid Opening Date
(xi)	Amount of Performance Security : 5% of Total contract value to be valid beyond 3 months of contract duration.
(xii)	Validity of Performance Security : Up to 3(three) months beyond the completion of contract period
(xiii)	Duration of Contract : Tentatively 07 (Seven) months from the date of commencement of the services.
(xiv)	Mobilization Time : 90 DAYS FROM DATE OF LOA/MOBILISATION NOTICE
(xv)	Quantum of Liquidated Damage for Default in Timely Mobilization : Refer clause No. 21.0 of General Conditions of Contract (GCC).
(xvi)	Bids to be addressed to : General Manager-Gabon Project Oil India Limited, Gabon Project, La Sablière, Immeuble FIDJI, (Près de l'ancienne Cour Constitutionnelle), BP : 23134 Libreville, Gabon, Tel : Tel : +(241) - 074525252
(xvii)	Pre-Bid Conference : 30.11.2024
(xviii)	Last Date of submission of pre-bid queries : 29.11.2024
(xix)	Bid Language : The Bid documents along with other enclosures should be submitted in English language. However, all bidders are requested to submit a French translated version of bid documents as French is the official language of Gabon.

5.0 OIL may at its discretion if considered necessary, may extend the deadline for the submission of bids.

- 6.0 **Language of Bid:** Language of Offer/bidding documents should be in **English**. However, bidders are requested to submit a translated version of Bid documents to **French** Language for our submission to DGH-Gabon.
- 7.0 **Bidders may visit the area of operation prior to bidding to make themselves fully aware of and understand the topography, existing site conditions, approaches available, job involvement and logistics including environmental issues etc.**
- 8.0 All local taxes, levies and duties, Sales Tax, VAT, Octroi, etc. including withholding tax, if applicable and all other taxes applicable in Gabon on purchases and sales made by Contractor shall be borne by the Contractor including the cost of insurance policy for men, machine and equipment to be engaged during the contract period except the CSS and TVA, which will be borne by company, if applicable. However, OIL is exempted from paying TVA during exploration phase and will provide TVA exemption certificate against each invoice. Bidders are requested to keep themselves updated as per laws of Gabon.
- 9.0 **Furnishing Fraudulent Information/Documents:** If it is found that a Bidder has furnished fraudulent document/information, the Bid Security/Performance Security (wherever applicable) shall be forfeited and action will be initiated as per OIL's Banning Policy, besides the legal action.
- 10.0 **Administrative Documents:** The following Administrative documents are required for companies registered in Gabon as per PSC(G4-245):
- (a) Copy of valid Municipality trade license (Fiche Circuit),
 - (b) Attestation CNSS (CNSS certificate),
 - (c) Attestation D'imposition (Taxation certificate),
 - (d) Attestation de Non Faillite (Certificate of non bankruptcy),
 - (e) Banque attestant de la capacite financiere (bank certifying the financial capacity) of the company
- 11.0 Bidders shall take note of the following important points while participating in OIL's tender:
- i) **BACKING OUT BY BIDDER:** In case any bidder withdraws their bid within the bid validity period, such party will be put on Holiday as per the Banning Policy (available in OIL's website) of Company.
 - ii) **BACKING OUT BY L-1 BIDDER AFTER ISSUE OF LOA:** In case LOA issued is not accepted by the L1 bidder or the Performance Security is not submitted as per the terms of the contract within the time specified in the Bid Document, then such bidder shall be dealt as per the Banning Policy (available in OIL's website) of Company.
 - iii) **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.

- iv) **APPLICABILITY OF BANNING POLICY OF OIL INDIA LIMITED (OIL):** Banning Policy (Revised on 17.03.2023) as uploaded in OIL's website (www.oil-india.com) will be applicable against the tender (and order in case of award) to deal with any agency (bidder/contractor/supplier/vendor/service provider) who commits deception, default, fraud or indulged in other misconduct of whatsoever nature in the tendering process and/or order execution processes.

The bidders who are on Holiday/Banning/Suspension list of OIL on due date of submission of bid/ during the process of evaluation of the bids, the offers of such bidders shall not be considered for bid opening/evaluation/award. If the bidding documents were issued inadvertently/downloaded from website, the offers submitted by such bidders shall also not be considered for bid opening/evaluation/ Award of Work.

- v) Bid should be submitted in **physical documents form** in OIL's Bid submission place as shown above within the scheduled Bid Closing date & Time as mentioned. Bids will be opened as per details mentioned in Para-4.0 above at the office of the General Manager-Gabon Project, Libreville (Gabon), in presence of the authorized representatives of the bidders, if choose to attend.

12.0 To ascertain the substantial responsiveness of the bid, OIL reserves the right to ask the bidder for clarification in respect of clauses covered under Bid Evaluation Criteria (BEC) also and such clarifications fulfilling the BEC clauses in toto must be received on or before the deadline given by the company, failing which the offer will be summarily rejected.

13.0 Bids submitted / received after the Bid Closing Date and Time will be rejected straightway.

14.0 OIL now looks forward for your active participation in the tender.



(Rupak Kalita)
General Manager-Gabon
Oil India Limited, Gabon Project
Libreville, BP: 23134, Gabon
+241-074525252

PART-1

INSTRUCTION TO BIDDERS (ITB)

1.0 ELIGIBILITY OF BIDDER:

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.

1.2 The eligibility criteria of the bidder are listed under **PART-2: BID EVALUATION CRITERIA (BEC)** of the Bid document.

2.0 BID DOCUMENTS:

2.1 The services required, bidding procedures and contract terms are prescribed in the Bid Document. This bidding document includes the following:

- (1) A forwarding letter highlighting the following points:
 - (a) Company's Tender/IFB No. & Type
 - (b) Bid closing/opening date and Time
 - (c) Bid submission/opening place
 - (d) The amount of performance security/guarantee with validity
 - (e) Bid validity, Mobilization Time & Duration of contract
 - (f) Quantum of Liquidated Damage for default in timely mobilization
- (2) Instruction to Bidders, (Part-1)
- (3) Bid Evaluation Criteria (BEC), (Part-2)
- (4) General Conditions of Contract, (Part-3, Section-I)
- (5) SOW/Terms of Reference/Technical specification, (Part-3, Section-II)
- (6) Special Terms & Conditions of the Contract, (Part-3, Section-III)
- (7) Schedule of Rates, (Part-3, Section-IV)
- (8) General HSE points (Section-V)
- (9) Bidder's Experience Statement (Annexure-IV & IV(A))
- (10) Annual Turnover & Net worth of Bidder, (Annexure-V)
- (11) Undertaking for balance sheet/financial Statement (Annexure-VI)
- (12) Undertaking of Authenticity of Information submitted, (Annexure-VII)
- (13) Price Schedule Format (Schedule of Rates), (Proforma-B)
- (14) Bid Form, (Proforma-C)
- (15) Statement of Non Compliance, (Proforma-D)
- (16) Certificate of awareness of the operational area, (Proforma-E)
- (17) Letter of Authority (Proforma-F)
- (18) Authorization for attending Bid Opening, (Proforma-G)
- (19) Performance Security/Guarantee Form, (Proforma-H)
- (20) Agreement/Contract Form (Proforma-I).
- (21) Parent/Holding Company's Corporate Guarantee toward financial standing (Proforma-J)
- (22) Safety Measures (Proforma-M)

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

3.0 TRANSFERABILITY OF BID DOCUMENTS: Bid Documents are non-transferable.

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 Bidding Documents through issuance of an Addendum(s)/Corrigendum(s)/Amendment(s).

4.2 The Addendum(s)/Corrigendum(s)/Amendment(s) will be uploaded in OIL's website www.oil-india.com under tab "For Vendors" in "Domestic Tender" section and may be sent in writing or e-mail or by Fax to all prospective Bidders to whom Company has sent the bid documents. The Company may, at its discretion, extend the deadline for bid submission, if required and bidders are expected to take the Addendum(s) / Corrigendum(s) / Amendment(s) into account in preparation and submission of their bid or for any other reason. All corrigenda, addenda, amendments, time extension, clarifications etc. to the tender will be hosted on OIL's website (www.oil-india.com) only and no separate notification shall be issued in the press. Prospective bidders are requested to regularly visit the website to keep themselves updated.

5.0 PREPARATION OF BID:

5.1 LANGUAGE OF BID: The bid prepared by the bidder as well as all correspondence and documents relating to the bid exchanged between the Bidder and the company shall be in **English language**, except that any printed literature or supporting documents furnished by the bidder may be in another language provided it is accompanied by an English translated version duly certified by a certified translator, or duly authenticated by local chamber of Commerce of bidder's country, in which case, for purposes of interpretation of the bid, the translation shall prevail. Moreover, bidders to submit a translated version of bid documents to **French** Language for onward submission to Govt of Gabon.

In case there is any contradiction / discrepancy in the French Language translated version of bid documents with the bid submitted in English language, then the bid submitted in English language shall prevail for all manner of interpretation & evaluation of the bids and execution of the service in case considered for award of contract.

5.2 BIDDER'S NAME & ADDRESS: Bidders should indicate in their bids their detailed postal address including the Telephone /Cell Phone Nos. and E-mail address. Similar information should also be provided in respect of their authorized Agents in Gabon, if any.

6.0 DOCUMENTS COMPRISING THE BID: Bids are invited under **Single Stage Two Bid System**. The bid to be submitted by the Bidder in physical hardcopy form shall comprise of the following components:

(A) TECHNICAL BID (UN-PRICED BID):

- (i) Complete technical details of the services offered and equipment specifications with catalogue, etc.
- (ii) Documentary evidence established in accordance with Bid Evaluation Criteria (BEC)

- (iii) Copy of Bid-Form **without indicating prices** in **Proforma-C**
- (iv) Statement of Non Compliance in **Proforma-D** (if applicable)
- (v) Undertaking of authenticity of information/documents submitted (**Annexure-VII**)

Note: Please note that **no price** should be mentioned in the “Technical Bid”

(B) PRICED BID/ COMMERCIAL BID: Bidder shall quote their prices in the following Proforma:

- (i) Price-Bid* Format as per **Proforma-B**
- (ii) Bid Form as per **Proforma-C**

***Note:** The Priced Bid shall contain the prices along with the currency quoted and any other commercial information pertaining to the service offered.

- 7.0 BID FORM:** The bidder shall complete the Bid Form and the appropriate Price Schedule furnished in their Bid.
- 8.0 BID PRICE:**
- 8.1** Prices must be quoted by the bidders as per the Price Bid Format (**Proforma-B**). Unit prices must be quoted by the bidders both in words and in figures. In case of any discrepancy between the words and figures, the prices indicated in words only will be considered.
- 8.2** Price quoted by the successful bidder must remain firm during its performance of the Contract and is not subject to variation on any account.
- 8.3** All duties and taxes including Corporate Income Tax, Withholding Tax, Personal Tax and other levies payable by the successful bidder under the Contract for which this Bidding Document is being issued, shall be included in the rates, prices and total Bid Price submitted by the bidder, and the evaluation and comparison of bids shall be made accordingly. Bidders are required to check this aspect and applicability to same to them while submitting their offers.
- 8.4** “Contribution Sociale de Solidarité” (**CSS**): The quoted rates/prices should be exclusive of “Contribution Sociale de Solidarité” (CSS), which, if applicable shall be paid extra by company against each invoice.
- 8.5** “Taxe sur la Valeur Ajoutée” (**TVA**): The quoted rates/prices should also be exclusive of Taxe sur la Valeur Ajoutée (TVA). Company is exempted from payment of TVA during exploration phase. Company will provide TVA exemption certificate against each invoice.
- 9.0 CURRENCY OF BID AND PAYMENT:** A bidder expecting to incur its expenditures in the performance of the Contract in more than one currency, and wishing to be paid accordingly, shall so indicate in the bid. In such a case, the bid shall be expressed in different currencies and the respective amounts in each currency shall together make up the total price. However, currency once quoted will not be allowed to be changed.

10.0 DOCUMENTS ESTABLISHING BIDDER'S ELIGIBILITY AND QUALIFICATIONS:

These are listed in **BID EVALUATION CRITERIA (BEC) in Part-2**, of the Bid document. Bidders to submit all the credentials required to be substantially responsive as per the Bid Evaluation Criteria (BEC) of the bidding documents.

11.0 BID SECURITY/EMD:

Bid Security is not applicable for this tender.

12.0 PERIOD OF VALIDITY OF BIDS:

- (i) The Bid must be valid for **60 (Sixty) days** from the date of opening of the tender. **Bids of shorter validity shall be rejected unless extended suitably.** If nothing is mentioned by the bidder in their bid about the bid validity, it will be presumed that the bid is valid for **60 days** from Bid Closing Date. In case, BC date is extended and bidder submits offer within the original Bid Closing date, the validity of their offer shall be considered from original bid closing/opening date.
- (ii) In exceptional circumstances of extension of Bid Opening Date, the Company may solicit the Bidder's consent to an extension of the period of bid validity. The request and the response thereto shall be made in writing through Letter or e-mail. A Bidder granting the request will neither be required nor permitted to modify their Bid.

13.0 FORMAT AND SIGNING OF BID:

- (i) The Bidder shall prepare two (02) copies of the bid clearly marking original "**ORIGINAL BID**" and rest "**COPY OF BID**". In the event of any discrepancy between them, the original shall govern.
- (ii) The original and all copies of the bid shall be typed or written in indelible inks and shall be signed by the Bidder or a person or persons duly authorized to bind the Bidder to the contract. The letter of authorizations (**Proforma-F**) shall be indicated by written power of attorney accompanying the bid. All pages of the bid, except for un-amended printed literature, shall be initialled by the person or persons signing the bid.
- (iii) The bid should contain no interlineations, white fluid erasures or overwriting except as necessary to correct errors made by the Bidder, in which case such correction shall be initialled by the person or persons signing the bid.
- (iv) Any person signing the Bid or any other document in respect of this Bidding Document or other relevant documents on behalf of the Bidder without disclosing his authority to do so shall be deemed to have the authority to bind the Bidder. If it is discovered at any time that the person so signing has no authority to do so, the Company (OIL) may, without prejudice to any other right or remedy, cancel his Bid or Contract and hold the Bidder liable to the Company (OIL) for all costs and damages arising from the cancellation of the Bid or Contract including any loss which the Company (OIL) may sustain on account thereof.
- (v) Any Bid, which is incomplete, ambiguous, or not in compliance with the Bidding process will be rejected.

14.0 SUBMISSION OF BIDS:

14.1 Bids are to be submitted in **physical form in Triplicate** under Single Stage Two Bid System i.e. **Techno-commercial (Un-priced) Bid** having all the technical details along with commercial terms but without any price and the **Price Bid** having only the price schedule duly filled in along with commercial terms separately in sealed envelopes within the Bid Closing Date & Time stipulated in the tender. The offer/Bid is to be submitted in **physical form** of documents in triplicate (One Original + two set of copies) along with all the required credentials.

14.2 All the conditions of the contract to be made with the successful bidder are given in various Sections of the Bid Document. Bidders are requested to state their noncompliance to each clause as per **Proforma-D** of the bid document and the same should be submitted along with the Technical Bid.

14.3 Timely delivery of the bid documents in physical form as stated in Para 14.1 above is the responsibility of the bidder. Bidders should send the same through Registered Post or by Courier Services or by hand delivery to the Officer in Charge of the particular tender before the Bid Closing Date and Time. Company shall not be responsible for any postal delay/transit loss.

Note: **BIDS MAY BE REJECTED OUTRIGHT IF THE TECHNO-COMMERCIAL (UN-PRICED) BIDS CONTAINS PRICE. HENCE, BIDDERS TO BE CAREFUL WHILE PREPARING THE TECHNICAL BID SO THAT NO PRICE IS DISCLOSED IN TECHNICAL BID.**

15.0 Deleted:

16.0 SEALING AND MARKING OF BIDS:

The tender is being processed according to a **Single Stage-Two bid** procedure. Offers should be submitted in two parts viz. **“Techno-Commercial-Unpriced Bid”-Part-I** and **“Priced Bid”-Part-II** in **triplicate** (one Original and 2-copies).

Under Single Stage Two Bid System the bid should comprise of **“Techno-Commercial-Unpriced Bid”-Part-I** and **“Priced Bid”-Part-II** separately, sealed in separate envelopes. The **first inner sealed cover** will contain Techno Commercial-Unpriced bid having all details but with price column blanked out. This cover will clearly be super scribed with **“Techno-Commercial-Unpriced Bid”-Part-I** along with party’s name, tender number, Bid closing date and brief item description. The **second inner sealed cover** will contain only the price schedule duly filled in and signed and will be clearly super scribed with **“Priced Bid”-Part-II** along with other details as mentioned above. **These two covers shall be put into an outer cover and sealed.** The outer cover should bear the Tender number and Bid closing / opening date along with the address of the office where tenders are to be submitted along with bidder’s name & address. The above detail sealing and marking is also described below:

16.1 The Bidder shall seal the original and each copy of the bid duly marking as "ORIGINAL" and "COPY".

16.2 The cover containing the **“Techno-Commercial-Unpriced Bid”-Part-I** (Original + 2 copies) should be in one sealed cover bearing the following on the right hand top corner.

(i) **Envelope No.1: Techno-Commercial-Unpriced Bid**

(ii) Tender No. _____.

(iii) Bid closing date _____.

(iv) Bidder's name _____.

16.3 The cover containing the “Priced Bid”-Part-II (Original + 2 copies) should be in a separate sealed cover bearing the following on the right hand top corner.

(i) **Envelope No.2: Priced Bid**

(ii) Tender No. _____.

(iii) Bid closing date _____.

(iv) Bidder's name _____.

16.4 The above mentioned two separate covers containing “Techno-Commercial-Unpriced Bid”-Part-I and the “Price Bid”-Part-II should then be put together in another envelope bearing the following details on the top and the envelope should be addressed to the person(s) as mentioned in the “Forwarding Letter”.

(i) Tender No. _____.

(ii) Bid closing date _____.

(iii) Bidder's name _____.

16.5 The offer should contain complete specifications, details of services and equipment/accessories offered together with other relevant literature/ catalogues of the equipment offered. **The Price Schedule should not be put in the envelope containing the Technical Bid.**

16.6 All the conditions of the contract to be made with the successful bidder are given in various Sections of this document. Bidders are requested to state their compliance/ non-compliance to each clause as per **Proforma-D**. This should be enclosed with the technical bid.

16.7 Timely delivery of the bids is the responsibility of the Bidder. Bidders should send their bids as far as possible by Courier Services or Registered Post. Bids may also be handed over to the Officer in Charge of receiving the bids before the bid closing date and time. Company shall not be responsible for any postal delay/transit loss.

16.8 Bids received in any other form (e-mail, fax etc.) other than the physical mode as per **clause No. 14.0** above shall not be accepted.

17.0 DEADLINE FOR SUBMISSION OF BIDS: Bids in physical form in triplicate (Original + 2-copies) must be received by the company within the Bid Closing Date & Time at the address specified in the “Forwarding Letter”.

18.0 LATE BIDS: Any Bid received by the Company after the deadline for submission of bids prescribed by the Company shall be straightway rejected.

19.0 MODIFICATION AND WITHDRAWAL OF BIDS:

19.1 The Bidder after submission of bid may modify or withdraw its bid by written notice prior to bid closing date and time.

19.2 The Bidder's modification or withdrawal notice shall be prepared sealed, marked and dispatched in accordance with the provisions of para 16.0 above. A withdrawal

notice may also be sent by e-mail but followed by a signed confirmation copy, postmarked no later than the deadline for submission of bids.

19.3 No bid can be modified subsequent to the deadline for submission of bids.

19.4 No bid may 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.

20.0 EXTENSION OF BID SUBMISSION DATE:

20.1 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. In case of receipt of only one Bid on the Bid Closing Date and Time, OIL may extend the Bid Closing /Opening Date by 2(two) weeks. However, the bidder whose bid has been received within the bid closing date and time will not be allowed to revise their Bid/prices.

21.0 BID OPENING AND EVALUATION:

21.1 Company will open the Technical Bids (in case of Single Stage Two Bid System), including submission made pursuant to para 19.0 above, in presence of Bidder's representatives who choose to attend at the date, time and place mentioned in the Forwarding Letter. However, an authorization letter (as per **Proforma-G**) from the bidder 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.

21.2 In case of any unscheduled holiday or strike 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.

21.3 Bid for which an acceptable notice of withdrawal has been received pursuant to para 19.0 above shall not be opened. Company will examine bids to determine whether they are complete, whether documents have been properly signed and whether the bids are generally in order.

21.4 At bid opening, Company will announce the Bidder's names, written notifications of bid modifications or withdrawal, if any, and such other details as the Company may consider appropriate.

21.5 Company shall prepare, for its own records, minutes of bid opening including the information disclosed to those present in accordance with the subpara 21.4.

21.6 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.

- 21.7** Prior to the detailed evaluation, Company will determine the substantial responsiveness of each bid to the requirement of the Bidding Documents. For purpose of these paragraphs, a substantially responsive bid is one, which conforms to all the terms and conditions of the Bidding 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 bidding 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.
- 21.8** 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.
- 21.9** The Company may waive minor informality or non-conformity 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.

22.0 OPENING OF PRICE BIDS:

- 22.1** Company will open the Priced Bids of the techno-commercially qualified Bidders on a specific date in presence of representatives of the qualified bidders. The techno-commercially qualified Bidders will be intimated about the Priced Bid Opening Date & Time in advance. In case of any unscheduled holiday or strike on the Priced Bid Opening Date, the Priced Bids will be opened on the next working day.
- 22.2** The Priced bids of the unsuccessful bidders which remain unopened with OIL may be returned to the concerned bidders on request only after receipt of Performance Security from the successful bidders after issue of Letter of Award (LOA) by OIL.
- 22.3** 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.
- 22.4** Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price (that is obtained by multiplying the unit price and quantity) the unit price shall prevail and the total price shall be corrected accordingly. If any Bidder does not accept the correction of the errors, their bid will be rejected. If there is a discrepancy between words, and figures, the amount in words will prevail. If any Bidder does not accept the correction of the errors, their Bid will be rejected.

23.0 CONVERSION TO SINGLE CURRENCY:

While evaluating the bids, the closing rate of exchange declared by OANDA Exchange Rate of Gabon on the day prior to price bid opening will be taken into account for conversion of foreign currency. Where the time lag between the opening of the price bids and final decision exceeds three months, the rate of exchange

declared by OANDA Exchange Rate of Gabon on the date prior to the date of final decision will be adopted for conversion.

24.0 EVALUATION AND COMPARISON OF BIDS: The Company will evaluate and compare the bids as per **BID EVALUATION CRITERIA (BEC)** in **Part-2** of the bidding documents.

25.0 DISCOUNT/REBATES:

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

25.2 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.

26.0 EXCHANGE RATE RISK: Since bidders are permitted to quote any currency and receive payments in that currency, company will not be compensating for any exchange rate fluctuations in respective of the services.

27.0 CONTACTING THE COMPANY:

27.1 Except as otherwise provided in para 21.0 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 para 21.6.

27.2 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.

28.0 AWARD OF CONTRACT:

28.1 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.

29.0 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.

30.0 NOTIFICATION OF AWARD:

30.1 Prior to the expiry of the period of bid validity or extended validity, the company will notify the successful Bidder in writing by e-mail or registered letter that its bid has been accepted.

30.2 The notification of award will constitute the formation of the Contract.

31.0 PERFORMANCE SECURITY:

31.1 Successful bidder has to submit **Performance Security for an amount equivalent to 05% (five percent) of the total evaluated contract value** within **15(Fifteen) days** from the date of issue of LOA.

31.2 On receipt of notification of award from the Company, the successful Bidder shall furnish to Company the Performance Security for an amount specified in the Forwarding Letter of the tender (and Letter of Award (LOA) issued by Company to Contractor awarding the contract) which must be in the form of Bank Guarantee as per **Proforma-H** or Bank Draft or certified Banker's cheque in favour of Oil India Limited or in any other format acceptable to the Company. The performance security shall be payable to Company as compensation for any loss resulting from Contractor's failure to fulfil its obligations under the Contract. The Performance Security shall be denominated in the currency of the contract. In the event of extension of the contract period, the validity of performance security/Bank Guarantee shall be suitable extended by the Contractor.

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

- (i) Full address
- (ii) Branch Code, if any
- (iii) The authorized signatory full name and designation
- (iv) Phone Nos., Fax Nos., E-mail address

31.4 The Performance Security specified above must be valid for 3(three) months beyond the contract period. The Performance Security will be discharged by Company not later than 30 days following its expiry. 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.

31.5 The performance security shall be payable to Company as compensation for any loss resulting from Contractor's failure to fulfil its obligations under the Contract.

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

31.7 In the event of failure of the successful Bidder to comply with the requirements of para 31.1 and/or 31.2, it shall constitute sufficient grounds for annulment of the award. In such an event the Company may call for new bid as the case may be and take action with the bidder as deemed fit. In such an eventuality, action shall be taken as per OIL's Banning Policy.

32.0 SIGNING OF CONTRACT:

32.1 At the same time as the Company notifies the successful Bidder that its Bid has been accepted, the Company will either call the successful bidder for signing of the agreement or send the Contract Form provided in the Bidding Documents, along with the General & Special Conditions of Contract, Technical Specifications, Schedule of rates incorporating all agreements between the parties.

32.2 Within 30 days of issue of Letter of Award (LOA), the successful Bidder shall sign and date the contract and return it to the company. Till the contract is signed, the LOA issued to the successful bidder shall remain binding amongst the two parties.

32.3 In the event of failure on the part of the successful bidder to sign the contract within the period specified above or any other time period specified by Company, OIL reserves the right to terminate the LOA issued to the successful bidder along with action as per OIL's Banning Policy.

33.0 FURNISHING FRAUDULENT INFORMATION/DOCUMENTS:

If it is found that a Bidder has furnished fraudulent document/information, the Bid Security/Performance Security (wherever applicable) shall be forfeited and action will be initiated as per OIL's Banning Policy, besides the legal action.

34.0 CREDIT FACILITY: Bidder should indicate clearly in the Bid about availability of any credit facility inclusive of Government-to-Government credits indicating the applicable terms and conditions of such credit.

35.0 LOCAL CONDITIONS:

It is imperative for each Bidder to fully inform themselves of all Gabon as well as local conditions, factors and legislation which may have any effect on the execution of the scope of work covered under the Bid Document. The bidders shall be deemed, prior to submitting their bids, to have satisfied themselves as to the circumstances at the Site, including without limitation, the ground and subsoil, the form and nature of the Site and the climate and hydrological conditions of the Site and obtained for themselves all necessary information as to the risks, contingencies and all other circumstances, which may influence or affect the Contract price and its 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 his officers or agents 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.

36.0 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 to be executed under this contract. The bidder has also to submit the Statement as per the format (**Proforma-E**) attached with the bid that they are fully aware of all the laws prevailing in Gabon including statutory permissions required for complete performance of the scope of work as per this bid to the satisfaction of OIL.

37.0 MOBILIZATION ADVANCE:

- 37.1** 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 Gabon preferably through **CITI Bank**, Gabon or State Bank of India from the date of payment of the advance till recovery/refund.
- 37.2** 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.
- 37.3** 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.
- 38.0** Bidder(s) should clearly understand all the terms & conditions, criteria, specification etc. of this tender.
- 39.0** OIL INDIA LIMITED reserves the right to (a) accept or reject any/all bids, (b) curtail/enhance the scope of work; submitted by parties or (c) cancel the process at any time, if required without any liability and assigning any reason thereof to the bidders.

END OF PART-1

PART-2

BID EVALUATION CRITERIA (BEC)

The bid should be complete covering all the Scope of Work laid down in tender document and should conform to the Technical specifications indicated in the bid documents, duly supported with technical catalogues/ literatures. Bids will be rejected in case services offered do not conform to the required parameters stipulated in the technical Specifications. Notwithstanding the general conformity of the bids to the stipulated specifications, the following mandatory requirements will have to be particularly met by the Bidders without which the same will be considered as non-responsive and rejected.

1.0 TECHNICAL CRITERIA:

1.1 The bidder/ Waste management service provider must have experience of successfully executing at least one 'Similar Work' of minimum value **US\$ 385,000 (US Dollar THREE HUNDRED EIGHTY FIVE THOUSAND Only)** equivalent to **FCFA 231,000,000** in a single contract in E&P companies in previous 07 (seven) years to be reckoned from the original bid closing date of this tender.

Notes to BEC Clause 1.1 above:

a. "Similar Work" mentioned above means **Providing Waste Management Services for carrying out in oil & gas exploration.**

b. Documentary Evidence for Proof of experience: For proof of requisite experience, the bidder must submit the following documents along with the Technical Bid (Un-priced Techno-Commercial Bid):

- (i) Contract document (Agreement) / Letter of Award (LOA) / Letter of Intent (LOI) / Work Order showing details of work or any other documentary evidence(s) issued by the organisation in which the bidder rendered similar work which can substantiate the requisite experience.

1.2 The bidder shall confirm to provide Waste Disposal Service as per guidelines of Director General of Environment and Nature Protection (DGEPN), Gabon preferably by hiring through a local service provider who possesses the following:

- i) Waste Carrier License
- ii) Hazardous Waste License
- iii) Certificate of Registration under the Control of Pollution Environmental Permit (PPC).

1.2. 1 Bidder to comply all terms & conditions mentioned in the Scope of work of Waste Disposal Service and to confirm the same during the submission of offer.

1.3 The Bidder shall mention the name of place for disposing both solid and liquid wastes along with the Technical Bid. The necessary documents of the site having Government approval to receive such waste shall be provided with the Technical Bid.

1.3.1 The Bidder shall undertake to provide equipment, but not limited to, as per following:

- (a) Mobile Effluent Treatment Plant.
- (b) High quality solid control equipment:
 - High G Linear Motion Shale Shakers.
 - Centrifuge
 - Mud Cleaner
- (c) Flocculation Unit.
- (d) Dehydration through Centrifuge.
- (e) Half moon metal containers to collect liquid and solid waste.
- (f) Lining of Mud Swamps to eliminate seepage.
- (g) Stabilization of solids.

The Bidder shall be either owner of the above-mentioned equipment(s) OR may have lease agreement (*sub leased equipments will not be accepted*) with the owner(s) of the equipment(s).

1.3.2 In case of leased equipment(s) (*sub leased equipment will not be accepted*), the bidders who do not own the equipment(s) at the time of submission of bid are required to submit along with Techno-commercial (un-priced) Bid, the Memorandum of Understanding (MOU) / Agreement of lease of equipment(s), concluded with the owner(s) of the equipment(s), specially for this Tender, with documentary proof of ownership of the equipment(s). The above MOU/Agreement must be valid throughout the validity of the bid with a specific stipulation that in the event of an award of contract by Company against this tender, the MOU/Agreement shall be kept valid for the entire period of contract including any extension thereof.

2.0 FINANCIAL CRITERIA:

2.1 The bidder shall have **Annual financial turnover from operations** of minimum **US\$ 385,000 (US Dollar THREE HUNDRED EIGHTY FIVE THOUSAND Only)** equivalent to **FCFA 231,000,000** during any of the preceding 03 (three) financial/accounting years reckoned from the original bid closing date.

2.2 Net worth of bidder must be positive for financial/accounting year preceding the original Bid Closing date.

Notes to BEC Clause 2.1 & 2.2 above:

- a.** For proof of Annual Turnover & Net worth, any one of the following documents/ photocopies must be submitted along with the bid:
 - (i) A certificate issued by a practicing Chartered/Cost Accountant (with Membership Number and Firm Registration Number), certifying the Annual turnover & Net worth as per format prescribed in **ANNEXURE-V**.
OR
 - (ii) Audited Balance Sheet along with Profit & Loss account.
- b.** Considering the time required for preparation of Financial Statements, if the last date of preceding financial/accounting year falls within the preceding six months reckoned from the original bid closing date and the Financial Statements of the preceding financial/accounting year are not available with

the bidder, then the financial turnover of the previous three financial /accounting years excluding the preceding financial/accounting year will be considered. In such cases, the Net worth of the previous financial/accounting year excluding the preceding financial/accounting year will be considered. However, the bidder has to submit an undertaking in support of the same along with their technical bid as per **ANNEXURE-VI**.

- c.** In case the bidder is a subsidiary company (should be a 100% subsidiary of the parent/ultimate parent/holding company) who does not meet financial criteria by itself and submits bid based on the financial strength of its parent/ultimate parent/holding company, then following documents need to be submitted along with the technical bid:
- (i) Annual Turnover from operation of last three accounting years of the parent/ultimate parent/holding company (supporting company) shall be as per Clause 2.1 above.
 - (ii) Net worth of the parent/ultimate parent/holding company (supporting company) shall be positive for the accounting year preceding the bid closing date as per Clause 2.2 above.
 - (iii) Corporate Guarantee (**Proforma-J**) on parent/ultimate parent/holding company's (supporting company) letter head signed by an authorized official undertaking that they would financially support their subsidiary company for executing the project/job in case the same is awarded to them, and
 - (iv) A certificate from the statutory Auditor of the bidding company to establish the relationship and equity percentage holding between bidding company and the supporting company. The certificate should be duly concurred/endorsed by the Company Secretary or one of the Directors of the company concerned.

The above certificate should not be more than 30 days old as on the original bid closing date.

- 3.0** The Vendor/Contractor/Service Provider should be in a position to complete mobilization of their resources at site to take up the assignment in the event of a contract as per Clause 2.2 of GCC. Vendor/Bidder/Service Provider to submit an Undertaking to this effect as per **ANNEXURE-VIII**.

4.0 **COMMERCIAL CRITERIA:**

- 4.1** Bids shall be submitted under single stage two Bid systems i.e. Technical Bid and Priced Bid separately in two different packets/envelope. The Technical Bid is to be submitted as per Scope of Work & Technical Specification of the tender and Priced Bid as per **Proforma-B** is to be in different sealed envelope/packets. Bids shall be rejected outright, if the prices are indicated in the technical bids. Bids not conforming to this two bid system shall be rejected outright.

- 4.2** **Bid Validity:** Bids must be valid for minimum **60 (Sixty) days** from the date of Technical Bid opening. If bidder does not submit / declare bid validity period, it will be presumed that the bid validity is **60 (Sixty) days**. Bids with shorter validity (i.e. less than 60 days from the schedule closing date) may be liable for rejection.

Note: In case of extension of Bid Opening Date, bid validity should be extended suitably by the bidder, as and when advised by OIL.

- 4.3** Bidders must quote rates clearly and strictly in accordance with the price schedule outlined in PRICE BID FORMAT as per **Proforma-B**, and submit the same separately in a sealed envelope/packet otherwise the Bid will be summarily rejected.
- 4.4** Bidder shall offer firm prices. Price quoted by the successful bidder must remain firm during the execution of the contract and not subject to variation on any account.
- 4.5** Bids submitted / received after the Bid Closing Date and Time will be rejected.
- 4.6** **Bids received through the physical submission in sealed envelope as mentioned in ITB shall only be accepted.**
- 4.7** Any document(s) wherever called for, and submitted by bidders, shall be legible, contain no interlineations, white fluid erasures or overwriting except as necessary to correct errors made by the Bidder, in which case such correction shall be initialled by the authorized person or persons who has/have signed the Bid.
- 4.8** Bids shall be typed or written in indelible ink and shall be signed by the bidder or his authorized representative.
- 4.9** Any Bid containing false statement will be rejected.
- 4.10** **There should not be any indication of price/rates in the Technical Bid/Techno-commercial Bid. A bid will be straightway rejected if price/rate is given in the Technical /Techno-commercial Bid.**
- 4.11** Bid documents are non-transferable.
- 4.12** Bidders must accept and comply with the following provisions as given in the tender document in toto. Deviations to such provisions shall make the bid liable for rejection.
- (i) Firm price
 - (ii) Liquidated Damage and Penalty Clauses
 - (iii) Performance bank guarantee / Security deposit clause
 - (iv) Arbitration / Resolution of Dispute clause
 - (v) Acceptance of Jurisdiction and Applicable law
 - (vi) Termination clause
 - (vii) Force Majeure cause
 - (viii) Tax Liabilities clause
 - (ix) Insurance clause
 - (x) Safety Environment & Labour Laws

5.0 **GENERAL CRITERIA:**

- 5.1** To ascertain the substantial responsiveness of the bid the Company reserves the right to ask the bidder for clarification in respect of clauses covered under BEC also and such clarifications fulfilling the BEC clauses in toto must be received on or

before the deadline given by the company, failing which the offer will be evaluated based on the submission. However, mere submission of such clarification shall not make the offer responsive, unless Company is satisfied with the substantial responsiveness of the offer.

- 5.2** If any of the clauses in the BEC contradicts with other clauses of bidding document elsewhere, the clauses in the BEC shall prevail.
- 5.3** In case bidder takes exception to any clause of bidding document not covered under BEC, then the Company has the discretion to load or reject the offer on account of such exception if the bidder does not withdraw / modify the deviation when / as advised by company. The loading so done by the Company will be final and binding on the bidders. No deviation will however be accepted in the clauses covered under BEC.
- 5.4** **Submission of Forged Documents:** Bidders should note that Company (OIL) may verify authenticity of all the documents / certificates / information submitted by the bidder(s) against the tender. In case at any stage of tendering process or Contract execution etc., if it is established that bidder has submitted forged documents / certificates / information towards fulfilment of any of the tender / contract conditions, Company shall immediately reject the bid of such bidder(s) or cancel / terminate the contract besides taking action as per OIL's Banning Policy (Revised on 17.03.2023), available in the OIL's website. Accordingly, service provider/vendor to submit the Undertaking of authenticity of information/documents submitted as per **Annexure-VII**.
- 5.5** All certificates and documentary evidences required to be submitted in support of above clauses should be clearly legible and in English language. If any certificate is submitted in a language other than English language, the same should be translated to English by certified translator, in which case, for purposes of interpretation of the bid, the translation shall prevail. Illegible and incomplete certificates or documents will not be considered for evaluation.
- 5.6** Vendor/Contractor/Service Provider must agree to abide by the law of Gabon for all purposes.
- 5.7** The originals, of the documents submitted by the bidder, shall have to be produced by the bidder(s) to OIL as and when asked for.
- 5.8** For evaluation of Bids, the closing rate of exchange declared by OANDA Exchange Rate of Gabon on the day prior to bid opening will be taken into account for conversion.
- 5.9** Any exception/deviation to the tender must be spelt out by the bidder in their "Technical Bid" only. Any additional information/terms & conditions furnished in sealed Price Bid will not be considered by OIL for evaluation/award of contract. However, OIL INDIA LIMITED expects the bidders to fully accept the terms and conditions of the bid document.
- 6.0** **PRICE EVALUATION CRITERIA:** Techno-commercially Qualified Bids conforming to the technical specifications, terms and conditions stipulated in the bidding document and considered to be substantially responsive after subjecting to Bid

Evaluation Criteria (BEC) shall be considered for further evaluation as per the Evaluation Criteria given below:

- (a) Price bid shall be opened in respect of only the techno-commercially acceptable bidders whose bids have been found to be substantially responsive. A substantially responsive bid is one that meets the terms and conditions of the Tender and/or the acceptance of which bid will not result in indeterminate liability on OIL.
- (b) The bidders must quote their Prices in the manner as called for vide Price Bid Format in **Proforma-B**.
- (c) If there is any discrepancy between the unit price and the total price, the unit price will prevail and the total price shall be corrected. Similarly, if there is any discrepancy between words and figure, the amounts in words shall prevail and will be adopted for evaluation.
- (d) If bidders happen to be two or more in the same position, priority list will be prepared by drawing Lottery/Lots among the bidders within the same position.
- (e) The quantities shown against each item in the "Price Bid Format (i.e. in **Proforma-B**)" shall be considered for the purpose of Bid Evaluation. It is, however, to be clearly understood that the assumptions made in respect of the number of days/ parameters for various operations are only for the purpose of evaluation of the bid and the Contractor will be paid on the basis of the actual number of days/parameter, as the case may be.
- (f) The bidders are advised not to offer any discount/rebate separately and to offer their prices in the Price Bid Format after considering discount/rebate, if any.
- (g) Conditional and unsolicited discount will not be considered in evaluation. However, if such bidder happens to be the lowest recommended bidder, unsolicited discount without any condition will be considered for computing the contract price.
- (h) To ascertain the inter-se-ranking, the comparison of the responsive bids will be made subject to loading for any deviation. Commercial Bids shall be evaluated taking into account the rates quoted in the PRICE BID FORMAT as per **Proforma-B**.

TOTAL ESTIMATED CONTRACT COST FOR HIRING OF WASTE MANAGEMENT SERVICES INCLUSIVE OF ALL COST, TAXES & DUTIES EXCEPT CSS & TVA:

$$\mathbf{T = T1 + T2 + T3 + T4 + T5}$$

Where,

- (i) **T1** : Total Mobilization Cost (MOB)
- (ii) **T2** : Total Demobilisation Cost (DMOB)
- (iii) **T3** : Total Inter Location Movement Charges (ILM)
- (iv) **T4** : Total Tangible Cost (TAN)
- (iv) **T5** : Total Operation Day Rate (ODR)
- (v) **T6** : Total Standby Day Rate (SDR)
- (ix) **T** : Total estimated contract cost for hiring of waste management services

END OF PART-2

PART-3

SECTION-I: GENERAL CONDITIONS OF CONTRACT (GCC)

All clauses in the General Conditions of Contract [GCC] shall apply to all transactions except as otherwise stated in the Special Terms & Conditions of Contract [SCC] and/or Bid Evaluation Criteria (BEC).

1.0 DEFINITIONS:

1.1 In the contract, the following terms shall be interpreted as indicated:

- (a) **"Affiliate"** means any Person which Controls, or is Controlled by, or under common control with a Party; "Control" in this context means ownership of more than fifty percent(50%) of the shares of a Person and/or the right to appoint majority directors on Board by contract or otherwise;
- (b) **"Approval"** means and include the written consent duly signed by Company or their authorised representative in respect of all documents, drawings or other particulars in relation to the CONTRACT;
- (c) **"Company / OIL / Operator"** means Oil India Limited;
- (d) **"Company's Personnel"** means the personnel to be provided by OIL or OIL's contractor (other than the Contractor executing this Contract). The company representatives of OIL are also included in the Company's personnel;
- (e) **"Company's Items"** means the equipment, materials and services, which are to be provided by Company at the expense of Company;
- (f) **"Contract"** means agreement entered into between Company and contractor, as recorded in the contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein;
- (g) **"Contractor"** means the person or persons, firm or company or corporation incorporated, who has been awarded with the contract consequent upon acceptance of bid by Oil India Limited and includes contractor's legal representatives, his successors and permitted assigns;
- (h) **"Contractor's Items"** means the equipment, materials and services, which are to be provided by Contractor at the expense of the Contractor;
- (i) **"Contractor's Personnel"** means the personnel to be provided by the contractor to provide services as per the contract;
- (j) **"Contract Price"** means 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 modification / change order issued by the Company;

- (k) **“Co-ventures”** shall mean any co-ventures with the Company from time to time having an interest in either the PSC and/or a Joint and/or associated agreements for the purposes of exploration and production in Operating Agreement the Operating Area and on whose behalf the Company would be deemed to have entered into this Contract.
- (l) **“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;
- (m) **“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;
- (n) **“Gross Negligence”** means 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 wanton 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;
- (o) **“Wilful Misconduct”** shall means 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;
- (p) **“Inspectors”** means 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;
- (q) **“Services”** means 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 on written communication from company;
- (r) **“Site”** means the land and other places, on/under/ in or through which the works are to be executed by the Contractor and any other land and places provided by the Company for working space or any other purpose as designated hereinafter as forming part of the Site;
- (s) **“Sub-Contract”** means 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;
- (t) **“Work”** means each and every activity required for the successful performance of the services described in **Part-3, Section-II**, the Terms of Reference;

2.0 EFFECTIVE DATE, MOBILISATION TIME, DATE OF COMMENCEMENT OF OPERATION AND DURATION OF CONTRACT:

- 2.1 **EFFECTIVE DATE OF CONTRACT:** The contract shall become effective as of the Date Company notifies Contractor in writing that it has been awarded the contract. The date of issue of Company's Letter of Award (LOA) shall be treated as the Effective Date of the contract.
- 2.2 **MOBILISATION TIME:** The mobilisation of complete equipment with requisite manpower as specified in this Contract, should be completed by Contractor within **90 (Ninety) days** from the date of issue of LOA/ Mobilisation notice by OIL, whichever is later. Mobilization will be considered complete when the Contractor places the equipment, complete in all respect, along with required manpower at OIL's designated Drilling location with all valid statutory certificates.
- 2.3 **DATE OF COMMENCEMENT OF SERVICES:** The date & time of completion of mobilisation as mentioned in Clauses-2.2 above at the designated Drilling location shall be treated as the date of Commencement of Services.
- 2.4 **DURATION OF CONTRACT:** The duration of the Contract shall be valid for tentatively **7 (Seven) months** from the date of commencement of services. However, Company reserves the option for extension of the contract to additional drilling location on same terms & conditions and mutually agreed rates but not higher than the original rate(s) of the Contract. Notwithstanding the date of contractual expiry as above, if drilling operation is in progress in a particular well and validity of contract expires, it will be obligatory on the part of the Contractor to provide the Services as usual till completion/abandonment of that particular well, unless specifically directed otherwise by the Company in writing. In case of extension of the contract to another drilling location, the duration of the contract shall be suitably extended.
- 2.5 **DEMOBILIZATION TIME:** The Contractor shall arrange for demobilization of the equipment along with manpower within **05 (five) days** from the date of issue of demobilization notice issued by the Company (OIL). Other charges shall not be applicable / payable once the demobilization notice has been issued by the Company (OIL).
- 3.0 GENERAL OBLIGATIONS OF CONTRACTOR:** Contractor shall, in accordance with and subject to the terms and conditions of this Contract:
- 3.1 Perform the work described in the Terms of Reference (**Part-3, Section-II**) in most economic and cost effective way.
- 3.2 Except as otherwise provided in the Terms of Reference and the special Conditions of the contract, provide all labour as required to perform the work.
- 3.3 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.
- 3.4 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.

3.5 Contractor shall give or provide all necessary supervision during the performance of the services and as long thereafter as company may consider necessary for the proper fulfilling of contractor's obligations under the contract.

4.0 GENERAL OBLIGATIONS OF THE COMPANY: Company shall, in accordance with and subject to the terms and conditions of this contract:

4.1 Pay Contractor in accordance with terms and conditions of the contract. The period of time for which each rate shall be applicable shall be computed from and to the nearest quarter of an hour. The rates contained in the Contract shall be based on Contractor's operation being conducted on a seven (7) days week and a twenty-four (24) hours work day. Under the Contract, Contractor will be entitled to the applicable rate defined in Schedule of Rates of the contract.

4.2 Allow Contractor and his personnel access, subject to normal security and safety procedures, to all areas as required for orderly performance of the work.

4.3 Perform all other obligations required of Company by the terms of this contract.

5.0 PERSONNEL TO BE DEPLOYED BY THE CONTRACTOR:

5.1 Contractor warrants that they will provide competent, qualified personnel to perform the Work correctly and efficiently.

5.2 The Contractor should ensure that their personnel observe applicable company and statutory safety requirement. Upon Company's written request, Contractor, entirely at their own expense, shall remove immediately, from assignment to the work, any personnel of the Contractor determined by the Company to be unsuitable and shall promptly replace such personnel with personnel acceptable to the Company without affecting Company's work. For engagement of labours, law of Gabon shall be applicable.

5.3 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 & from field site, en-route/ local boarding, lodging & medical attention etc. Company shall have no responsibility or liability in this regard.

5.4 Contractor's key personnel shall be well conversant in English (Read & Write). Personnel with knowledge of French language will be an added advantage.

6.0 ASSOCIATION OF COMPANY'S PERSONNEL: Company's Engineer / representative will be associated with the work throughout the operations for overall co-ordination and operational management of the contract. Company's Engineer/representative shall have the authority to order any changes in the scope of work to the extent so authorized and notified by the Company in writing. He shall liaise with the Contractor; monitor the progress so as to ensure the timely completion of the jobs. He shall also have the authority to oversee the execution of jobs by the Contractor and to ensure compliance of provisions of the contract.

7.0 WARRANTY AND REMEDY OF DEFECTS:

7.1 Contractor warrants that it shall perform the work in a first class, workmanlike, and professional manner and in accordance with the highest degree of quality, efficiency,

and with the current state of the art technology/oilfield practices and in conformity with all specifications, standards and drawings set forth or referred to in the Scope of Work/Terms of Reference. They should comply with the instructions and guidance; which Company may give to the Contractor from time to time.

- 7.2 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.

8.0 CONFIDENTIALITY, USE OF CONTRACT DOCUMENTS AND INFORMATION:

- 8.1 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 so far, 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:

- (a) which is 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) which is 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.

- 8.2 Contractor shall not, without Company's prior written consent, make use of any document or information except for purposes of performing the contract.

- 8.3 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. All information obtained by Contractor in the conduct of operations and the information/maps provided to the Contractor shall be considered confidential and shall not be divulged by Contractor or its employees to anyone other than the Company's personnel. This obligation of Contractor shall be in force even after the termination of the contract.

- 8.4 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;

8.5 During this Contract, Company and its employees, agents, other contractors, subcontractors (of any tier) and their employees etc. may be exposed to certain confidential information and data of the Contractor. Such information and data shall held by the Company, its employees, agents, other contractors, subcontractors (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.

9.0 TAXES:

- 9.1 Tax levied on Contractor as per the provisions of Laws of Gabon/Financial Rules/Tax rules of Gabon and any other enactment/rules on income derived/ payments received under the contract will be on contractor's account.
- 9.2 Contractor shall be responsible for payment of personal taxes, if any, for all the personnel deployed in Gabon by Contractor.
- 9.3 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. Other than the information provided by the Contractor, the Contractor shall not be responsible for any inaccurate information provided by the Company to the Tax authorities and the Company shall indemnify the Contractor for all claims, expenses, costs or losses of any nature arising from such inaccuracy. Contractor shall be responsible for preparing and filing the return of income etc. within the prescribed time limit to the appropriate authority.
- 9.4 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'/Govt. agency/local authority at the time of obtaining "No Objection Certificate", if required for releasing payments to the Contractor.
- 9.5 Corporate and personal taxes on Contractor shall be the liability of the contractor and the Company shall not assume any responsibility on this account.
- 9.6 All local taxes, levies and duties, Sales Tax, VAT, Octroi, cost, expenses, insurance cost, levies, all obligations etc. including withholding tax, if applicable and all other taxes applicable in Gabon on purchases and sales made by Contractor shall be borne by the Contractor except the CSS and TVA which will be borne by company, if applicable. However, OIL is exempted from paying TVA during

exploration phase and will provide TVA exemption certificate against each invoice. Bidders are requested to keep themselves updated as per laws of Gabon.

- 9.7 **Contribution Sociale de Solidarité (CSS):** The quoted rates/prices should be **exclusive of CSS**, which, if applicable, will be paid extra by Company against each invoice.
- 9.8 **Taxe sur la Valeur Ajoutée (TVA):** The quoted rates/price should be **exclusive of TVA**. TVA as applicable shall be to the Company (OIL) account. However, OIL is exempted from paying TVA during exploration phase. OIL will provide TVA exemption certificate against each invoice.
- 9.9 The Contractor will be under obligation for charging correct rate of tax as prescribed under the respective tax laws.
- 9.10 In case, the quoted information related to various taxes, duties & levies subsequently proves wrong, incorrect or misleading, OIL will have no liability to reimburse the difference in the duty/ tax, if the finally assessed amount is on the higher side and OIL will have the right to recover the difference, in case the rate of duty/ taxes finally assessed is on the lower side.

10.0 INSURANCE:

- 10.1 The Contractor shall arrange insurance to cover all risks in respect of their personnel, materials and equipment (except when tools/equipment are below Rotary Table or in the well bore) belonging to the Contractor, or its subcontractor (if applicable) during the currency of the contract including the third party items/consumables as per law of Gabon. For materials/equipment belong to the Contractor or its subcontractor, Contractor may self-insure the same.
- 10.2 Contractor shall at all time during the currency of the contract; provide, pay for and maintain the following insurances amongst others except when tools/equipment are below Rotary Table or in the well bore whichever is applicable as per law of Gabon amongst others:
- a) Workmen compensation insurance as required by the laws of the country of origin of the employee.
 - b) Employer's Liability Insurance as required by law in the country of origin of employee.
 - c) General Public Liability Insurance or Comprehensive General 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.
 - d) Contractor's equipment used for execution of the work hereunder shall have an insurance cover with a suitable limit (as per international standards) except when tools/equipment are below Rotary Table or in the well bore or Contractor may self-insure its tools/equipment.
 - e) 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 as governed by Insurance regulations of the country.
 - f) Public Liability Insurance as required under Public Liability Insurance Act 1991, "if applicable".

- 10.3 Any deductible set forth in any of the above insurance shall be borne by Contractor.
- 10.4 Contractor shall furnish to Company, the required certificates of the insurance policies as applicable in Gabon.
- 10.5 Any compensation arising due to accident of the Contractor's personnel or any loss/damage to the equipment, material etc. while carrying out the job, will be payable by the contractor.
- 10.6 If any of the above policies, expire or are cancelled during the term of this contract then the Contractor shall renew/replace the same. Should there be a lapse in any insurance required to be carried by Contractor for any reason whatsoever, loss/damage claims resulting there from shall be to the sole account of Contractor.
- 10.7 Contractor shall require all of his 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.
- 10.8 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.

11.0 CHANGES:

- 11.1 During the performance of the work, Company may make minor change to take care of any supplementary within the general scope of this Contract including, but not limited to, changes in methodology, and minor additions to or deletions from the work to be performed. Contractor shall perform the work as changed. Changes of this nature will be affected by written order (change order) by the Company.
- 11.2 If any change result in an increase in compensation due to Contractor or in a credit due to Company, Contractor shall submit to Company an estimate of the amount of such compensation or credit in a form prescribed by Company. Such estimates shall be based on the rates shown in the Schedule of Rates (**Part-3, Section-IV**). Upon review of Contractor's estimate, Company shall establish and set forth in the Change Order the amount of the compensation or credit for the change or a basis for determining a reasonable compensation or credit for the change. If Contractor disagrees with compensation or credit set forth in the Change Order, Contractor shall nevertheless perform the work as changed, and the parties will resolve the dispute in accordance with Clause 14 hereunder. Contractor's performance of the work as changed will not prejudice Contractor's request for additional compensation for work performed under the Change Order.

12.0 FORCE MAJEURE:

- 12.1 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 for the period during which such cause lasts. The word 'Force Majeure' as employed herein shall mean acts of God, war, revolt, agitation, strikes, riot, fire, flood, earthquake, sabotage, explosion, civil commotion, road barricade (but not due to interference of employment problem of the Contractor), acts of government of the two parties, which

makes performance impossible or impracticable and any other cause, whether of kind herein enumerated or otherwise which are not within the control of the party to the contract and which renders performance of the contract by the said party impossible.

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

12.3 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 shall apply for the first 15(Fifteen) days. Party will have the right to terminate the Contract if such 'force majeure' conditions continues beyond 15(Fifteen) days with prior written notice. Should either party decide not to terminate the Contract even under such condition, no payment would apply after expiry of 15(Fifteen) days force majeure period unless otherwise agreed to.

13.0 TERMINATION: This contract shall terminate for the following reasons:

13.1 **TERMINATION ON EXPIRY OF THE TERMS (DURATION):** This contract shall be deemed to have been automatically terminated on the expiry of duration of the contract, thereof.

13.2 **TERMINATION ON ACCOUNT OF FORCE MAJEURE:** Either party shall have the right to terminate this Contract on account of Force Majeure as set forth in Article 12.0 above.

13.3 **TERMINATION ON ACCOUNT OF INSOLVENCY:** In the event that the Contractor or its collaborator 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, 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.

13.4 **TERMINATION FOR UNSATISFACTORY PERFORMANCE:** If the Company considers that, the performance of the Contractor is unsatisfactory, or not up to the expected standard, the Company shall notify the Contractor in writing and specify in details the cause of the 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.

13.5 **TERMINATION DUE TO CHANGE OF OWNERSHIP & 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 consent, the Company may at its absolute discretion, terminate this Contract.

13.6 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 Tender period of 15 successive days, Company at its option, may terminate this Contract in its entirety 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.

- 13.7 Notwithstanding any provisions herein to the contrary, the Contract may be terminated at any time by the company on giving 15 (fifteen) days written notice to the Contractor due to any other reason not covered under the above clause from 13.1 to 13.6 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 up to the date of termination including the Demobilization cost, if any.
- 13.8 **CONSEQUENCES 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
- 13.9 Upon termination of this Contract, Contractor shall return to Company all of Company's items, which are at the time in Contractor's possession.
- 13.10 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. Contractor shall be entitled for payment for services actually rendered in conformity with the contract up to the date of its termination subject to the certification by OIL

14.0 SETTLEMENT OF DISPUTES AND ARBITRATION:

Arbitration (Applicable for Suppliers/Contractors): Except as otherwise provided elsewhere in the contract, if any dispute, difference, question or disagreement arises between the parties hereto or their respective representatives or assignees, in connection with construction, meaning, operation, effect, interpretation of the contract or breach thereof which parties are unable to settle mutually, the same shall be referred to Arbitration as provided hereunder:

- (1) The parties undertake to settle amicably, as a matter of priority, any disputes arising out of this contract or relating in particular to its formation, validity, effects, interpretation, execution and resolution or termination.
- (2) The said disputes shall be resolved by arbitration in Libreville and submitted to a panel of three (3) arbitrators, two (2) of whom shall be appointed by each of the parties, the third arbitrator being chosen by the two arbitrators previously appointed.
- (3) Each party undertakes to appoint its arbitrator within fifteen (15) days, following the request for arbitration sent by one of the parties to the other, by registered letter with acknowledgement of receipt or by any proven means.
- (4) In the event of failure by one of the parties to appoint an arbitrator eight days after the formal notice sent to him by registered letter with acknowledgement of receipt, this arbitrator shall be appointed by the President of the Commercial Court of (Libreville), at the request of the most diligent party.

- (5) If the two Arbitrators appointed by the parties fail to agree on the name of the third Arbitrator, he shall be appointed at the request of one or other of the Arbitrators, or of one or other of the parties, by the President of the Commercial Court of Libreville.
- (6) In the event of the death, abstention or incapacity of one of the arbitrators, as in the event of a challenge, his replacement shall be provided under the same conditions as those under which he was appointed.
- (7) The arbitrators shall, within fifteen (15) days of their appointment, constitute themselves as an arbitral tribunal and render their decision within three (3) months of the said date. The arbitral tribunal will sit in (Libreville).
- (8) The Arbitral Tribunal shall not be bound by the ordinary rules of procedure, and shall determine the rules of procedure to be followed before it, ensuring that all documents, notes, memoirs and the adversarial nature of the debate are fully communicated.
- (9) They decide the dispute submitted to them in accordance with the rules of law.
- (10) The parties agree to waive the right to have the arbitral award set aside. This award, which has the force of res judicata, shall be binding on the parties and shall be immediately enforceable.
- (11) For the communication of their files, the parties elect domicile at their respective addresses.
- (12) The law applicable to this contract is that in force in the Gabonese Republic and the official language of the dispute settlement is (French).
- (13) Each party shall be responsible to make the fees payable of the Arbitrator appointed by it as per their mutual agreement. However, both the parties (Company and Contractor) shall be responsible to make the fees payable of the third Arbitrator appointed or any other Arbitrator and the expenses incurred shall be shared equally by the parties.
- (14) 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.

15.0 APPLICABLE LAW:

- 15.1 The Contract shall be deemed to be a Contract made under, governed by and construed in accordance with the laws of Gabon for the time being in force and shall be subject to the exclusive jurisdiction of courts situated in Libreville.
- 15.2 The Contractor shall ensure full compliance of various Gabon's Laws and Statutory Regulations in force from time to time and obtain necessary permits/licenses/labour licenses etc. as applicable from appropriate authorities for conducting operations under the Contract.

- 15.3 The Contractor shall not make Company liable to reimburse the Contractor to the statutory increase in the wage rates of the contract labour appointed by the Contractor. Such statutory or any other increase in the wage rates of the contract labour shall be borne by the Contractor.
- 15.4 The Contractor shall not engage labours who are minor or debarred from labour job as per law of Gabon under any circumstances. Persons who are senior citizen or above 63 (sixty-three) years age also shall not be deployed.

16.0 NOTICES:

16.1 Any notice given by one party to other, pursuant to this Contract shall be sent in writing or by email and confirmed in writing to the applicable address specified below:

(A) **COMPANY:**

GENERAL MANAGER-GABON,
 OIL INDIA LIMITED, GABON PROJECT
 La Sablière Immeuble FIDJI
 (Pres de l'ancienne Cour Constitutionnelle)
 Libreville. B.P. 23134, GABON
 Tel. No. :+(241) 074525252
 E-mail Id: oilgabonprojectgroup@oilindia.in;
 oilgabonproject@oilindia.in

(B) **CONTRACTOR:**

M/s :
 Address :
 Phone No :
 Cell No :
 E-mail Id :

16.2 A notice shall be effective when delivered or on the notice's effective date, whichever is later.

17.0 SUB-CONTRACTING/ASSIGNMENT: Contractor shall not subcontract, transfer or assign the contract, in full 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 approval. However, Contractor shall be fully responsible for complete execution and performance of the services under the Contract.

18.0 SUBSEQUENTLY ENACTED LAWS : Subsequent to the date of bid closing, if there is a change in or enactment of any law or change in application or enforcement or interpretation of existing law by any governmental authority or public body, which results in addition/ reduction in cost to Contractor on account of the operation contemplated under the Contract, the Company/Contractor shall reimburse the Contractor/pay Company for such additional/reduced costs actually incurred/saved by Contractor, subject to the submission of documentary evidence by Contractor/Company.

19.0 MISCELLANEOUS PROVISIONS:

- 19.1 Contractor shall give notices and pay all fees at their own cost required to be given or paid by any National or Local/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 Gabon, 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.
- 19.2 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.
- 19.3 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.
- 19.4 Key personnel cannot be changed during the tenure of the Contract except due to sickness/death/resignation of the personnel in which case the replaced person should have equal experience and qualification which will be again subject to approval by the Company.

20.0 PERFORMANCE SECURITY: Successful bidder has to submit Performance Security for an amount equivalent to **05% (five percent) of the total evaluated contract value within 15(Fifteen) days** from the date of issue of LOA.

- 20.1 Contractor is required to furnish Performance Security for an amount specified in the Forwarding Letter (and Letter of Award (LOA) issued by Company to Contractor awarding the contract) with validity of 03(three) months beyond the contract period or for any period specifically mentioned in the Tender. The performance security shall be payable to Company as compensation for any loss resulting from Contractor's failure to fulfil their obligations under the Contract. Contractor may submit Performance Security in the form of Bank Draft / Banker's cheque/Bank's certified cheque/Performance Bank Guarantee (PBG) as per **Proforma-H** or in any other format acceptable to the company. Company will discharge the bank guarantee not later than 30 days following its expiry.

In the event of extension of the Contract period, the validity of the bank guarantee shall be suitably extended by the Contractor.

21.0 LIQUIDATED DAMAGES FOR DEFAULT IN TIMELY MOBILISATION:

- 21.1 Time is the essence of this contract. The Contractor must complete the mobilization for commencement of services with uninterrupted service within the written order of the contract. In the event of the Contractor's default in timely mobilization for commencement of services within the stipulated period, the Contractor shall be liable to pay liquidated damages @ 0.5%(half percent) of total

contract value per week or part thereof of delay subject to maximum of **7.5% (seven & half) of the total Contract Price**. Liquidated Damages will be reckoned from the expiry date of the scheduled mobilisation period as defined in **Clause 2.0 of Part-3, Section-I (GCC)**.

21.2 The Company also reserves the right to cancel the Contract without any compensation whatsoever in case of failure to mobilise and commence operation within the stipulated period.

21.3 The parties agree that the sum specified above is not a penalty but a genuine pre-estimate of the loss/damage which will be suffered by OIL on account of delay/breach on the part of the Contractor and the said amount will be payable without proof of actual loss or damage caused by such delay/breach and without any demur and shall not be open for any dispute whatsoever.

22.0 CONTRACT PRICE: The Contract Price must remain firm during performance of the Contract and is not subject to variation on any account.

23.0 LIABILITY:

23.1 Except as otherwise expressly provided, neither Company nor its servants, agents, nominees, Contractors, or subcontractors 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 subcontractors, irrespective of how such loss or damage is caused and even if caused by the negligence of Company and/or its servants, agents, nominees, assignees, Contractors and subcontractors. 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.

23.2 Neither Company nor its servants, agents, nominees, assignees, Contractors, subcontractors or its Affiliates or Co-ventures 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 subcontractors 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 subcontractors. Contractor shall protect, defend, indemnify and hold harmless Company from and against such liabilities and any suit, claim or expense resulting there from.

23.3 The Contractor hereby agrees to waive their right to recourse and further agrees to cause their underwriters to waive their right of subrogation against Company and/or its underwriters, servants, agents, nominees, assignees, Contractors and subcontractors for loss or damage to the equipment of the Contractor and/or its subcontractors 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.

23.4 The Contractor hereby further agrees to waive their right of recourse and agrees to cause their underwriters to waive their right of subrogation against Company and/or its underwriters, servants, agents, nominees, assignees, Contractors and subcontractors for injury to, illness or death of any employee of the Contractor and of its Contractors, subcontractors 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.

- 23.5 Except as otherwise expressly provided, neither Contractor nor their servants, agents, nominees, Contractors or subcontractors 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 its Contractors or subcontractors, 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 subcontractors. 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.
- 23.6 Neither Contractor nor their servants, agents, nominees, assignees, Contractors, subcontractors shall have any liability or responsibility whatsoever to whomsoever or injury to, illness, or death of any employee of the Company and/or of its Contractors or subcontractors irrespective of how such injury, illness or death is caused and even if caused by the negligence of Contractor and/or their servants, agents, nominees, assignees, Contractors and subcontractors. Company shall protect, defend indemnify and hold harmless Contractor from and against such liabilities and any suit, claim or expense resulting there from.
- 23.7 The Company hereby 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 subcontractors for loss or damage to the equipment of Company and/or its Contractors or subcontractors when such loss or damage or liabilities arises out of or in connection with the performance of the Contract.
- 23.8 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 subcontractors for injury to, illness or death of any employee of the Company and of its Contractors, subcontractors and/or their employees when such injury, illness or death arises out of or in connection with the performance of the Contract.

24.0 INDEMNITY AGREEMENT:

- 24.1 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 on account of bodily injury or death, or damage to personnel/properly 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.
- 24.2 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 on account of bodily injury or death, or damage to personnel/properly 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.

25.0 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.

26.0 LABOUR: The recruitment of the labour shall be met from the areas of operation and wages will be according to the rates prevalent at the time as per Gabonese Law of the area, if available as per requirement. The facilities to be given to the labourers should conform to the provisions of labour laws as per Gabonese Law.

27.0 LIMITATION OF LIABILITY: Notwithstanding any other provisions herein to the contrary, except only in cases of wilful misconduct and / or criminal acts,

- (a) 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.
- (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 50% of the Annualized Contract Price, 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.

28.0 WAIVERS AND AMENDMENTS: It is fully understood and agreed that none of the terms and conditions of the Contract shall be deemed waived or amended by either party unless such waiver or amendment is executed in writing by the duly authorized agents or representatives of such party. The failure of either party to execute any right of termination shall not act as a waiver or amendment of any right of such party provided hereunder.

29.0 PAYMENT & INVOICING PROCEDURE:

29.1 Company shall pay to 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 this Contract.

29.2 Payments due by Company to Contractor shall be made by cheque or Bank transfer at Contractor's designated Bank. All Bank charges, if any will be to Contractor's

account. However, cash payment also can be made on exceptional emergency and inevitable situation.

- 29.3 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.
- 29.4 **INVOICES:** Mobilization charges will be invoiced only upon completion of mobilization. Payment of mobilization charges shall be made within 45 days following the date of receipt of undisputed invoices by Company
- 29.5 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.
- 29.6 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 for different currency.
- 29.7 Contractor to raise invoices on monthly basis in a period of 30 days for the actual job done certified by the company's representative(s).
- 29.8 Payment of monthly invoices, if undisputed, shall be made within 30 days following the date of receipt of invoice by Company.
- 29.9 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 29.3 above.
- 29.10 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 respect of any other billing, the payment of which may then or thereafter be due.
- 29.11 Contractor shall maintain complete and correct records of all information on which Contractor's invoices are based up to two (2) 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.
- 29.12 Any audit conducted by Company of Contractor's records, as provided herein, shall be limited to Company's verification (i) of the accuracy of all charges made by Contractor to Company and (ii) that Contractor is otherwise in compliance with the terms and conditions of this Agreement.
- 29.13 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, if required.
 - b) Tax audit report for the above period, if required under the Gabonese Tax

- Laws.
- c) Documentary evidence regarding the submission of returns and payment to taxes for the expatriate personnel engaged by the Contractor or by its subcontractor.
 - 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.
 - e) Any other documents as required by applicable Gabonese Laws.

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.

29.14 Payment to the party within Gabon will be through A/c. Payee Cheques or online transfer in Local currency (FCFA)/ USD in USD Bank Account in Gabon. The Bank charges applicable shall be to contractor account. The payment will be made as per prevailing law of Gabon/ Central Bank of Africa.

29.15 Currency of Payment: The payments due to this agreement shall be made as per the currency adopted in the agreement which are easily convertible currency such as EURO or GBP or US\$ or FCFA (Local currency of Gabon). However, in case of difficulty in payment as per the agreed currency of the agreement, then the same will be converted into any of the other easily convertible currency (EURO or GBP or US\$ or FCFA) and accordingly payment shall be made for the actual work done.

30.0 RATE OF PAYMENT: Company shall make payment to the Contractor as per the agreed rates referred to Price Schedule. These rates include all taxes, duties and other levies payable by Contractor under the Contract.

31.0 WITH-HOLDING:

31.1 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: -

- (a) For non-completion of jobs assigned as per **Section II of Part-3.**
- (b) Contractor's indebtedness arising out of execution of this Contract.
- (c) Defective work not remedied by Contractor.
- (d) Claims by sub-Contractor of Contractor or others filed or on the basis of reasonable evidence indicating probable filing of such claims against Contractor.
- (e) Failure of Contractor to pay or provide for the payment of salaries/ wages, contributions, unemployment compensation, and taxes or enforced savings withheld from wages etc.
- (f) Failure of Contractor to pay the cost of removal of unnecessary debris, materials, tools, or machinery.
- (g) Damage to another Contractor of Company.
- (h) All claims against Contractor for damages and injuries, and/or for non-payment of bills etc.
- (i) 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 Company, 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: -

- i) Order issued by a Court of Law in Gabon
- ii) Income tax deductible at source according to law prevalent from time to time in the country.
- iii) 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.
- iv) Any payment due from Contractor in respect of unauthorized imports.

When all the above grounds for withholding payments shall be removed, payment shall thereafter be made for amounts so withhold.

Notwithstanding the foregoing, the right of Company to withhold shall be limited to damages, claims and failure on the part of Contractor, which is directly/ indirectly related to some negligent act or omission on the part of Contractor.

32.0 SET OFF CLAUSE:

Any sum of money due and payable to the contractor (including Performance Security refundable to them) under this contract or any other contract may be appropriated by Oil India Limited and set off against any claim of Oil India Limited (or such other person or persons contracting through Oil India Limited) for payment of a sum of money arising out of this contract or under any other contract made by the contractor with Oil India Limited (or such other person or person contracting through OIL).

33.0 RECORDS, REPORTS AND INSPECTION:

- 33.1 The Contractor shall, at all times, permit the Company and its authorised 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, which shall be open at all reasonable times for inspection by the Company designated representatives and its authorised employees and representatives. The Contractor shall provide the Company 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 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.

34.0 INTELLECTUAL PROPERTY OWNERSHIP:

While providing the Services to Company, contractor may utilize expertise, know-how and other intellectual capital (including intellectual Property) and develop additional expertise, know-how and other intellectual capital (including intellectual property) which are contractor's exclusive property and which Contractor may freely utilize in providing Services for its other customers. Except where expressly and

specifically indicated in writing, and in exchange for appropriate agreed payment, Contractor does not develop any intellectual property for ownership by Company, Contractor retains sole ownership of any such intellectual capital (including intellectual property) created by Contractor during the course of providing the Services. Contractor grants no title, license or right to Company to use Contractor intellectual capital (including intellectual property).

35.0 INTELLECTUAL PROPERTY INFRINGEMENT:

Contractor shall indemnify and hold the Company harmless from any third party claims arising on account of intellectual property infringement with respect to its Services. Except when such infringement is caused due to (a) combination of contractor's equipment or Services in combination or their equipment and / or services not recommended by Contractor (b) out of unauthorized additions or modifications of contractor's equipment or services by Company, or (c) Company's use of contractor's equipment or services that does not correspond to Contractor.

36.0 ROYALTY AND 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 or drawings forming part thereof.

37.0 INSPECTION BY OPERATOR: The Company shall have the right to inspect and reject for any valid cause any items furnished by Contractor and Contractor shall replace or repair at its sole expense such items so rejected with items free of defects, to the satisfaction of the Company.

38.0 The Contractor shall assume all responsibility for cleaning up and controlling pollution or contamination which originates from Contractor's equipment and facilities above the surface including all claims, demands and causes of action of every kind and character arising from such pollution or contamination.

39.0 CUSTOMS DUTY:

(i) The services under this Contract shall be carried out in OIL's exploration areas, for which, the items / equipment / spares / tools / materials to be imported in connection with execution of this particular Contract are exempted from customs duty but are subject to approval of the DGH-Gabon and Custom authority of Gabon. **Bidders/Service Providers should go through the rules & regulations, procedures of Customs of Gabon to make them fully aware and understand the Customs Rule for a suitable offer.**

(ii) Bidder/Contractor should provide the list of items to be imported by them under the Contract in the format specified in **Proforma-A** along with their bid for issuance of DGH-Gabon approval for exemption of Custom Duty benefit. Contractor shall made written request to DGH-Gabon immediately through company(OIL) after shipment of the goods indicated by them in Proforma-A along with the invoices and all shipping documents (with clear 15(fifteen) working days' notice) requesting for exemption of Custom Duty. OIL will provide necessary documents, if required to avail Custom duty exemption. It shall be however, Contractor's responsibility to obtain recommendation of

approval from DGH and clear the goods through customs. OIL shall not be liable in whatsoever manner for the rejection of their claims for zero customs duty by any of the authorities including DGH-Gabon arising solely as a result of any default on the part of the Contractor. Contractor shall indemnify OIL from all liabilities of Customs Duty.

- (iii) It is the single point responsibility of the contractor to clear all the material, equipment, items from custom authority of Gabon, transportation to the well site, storage of all the required consumables including tubular at their own cost.
- (iv) **Re-Export:** The rig/equipment/items/materials to be imported in to Gabon on re-exportable basis for execution of this contract shall have to re-export after completion of the assignment and should complete all required formalities & documentation. The Contractor should submit all the clearances obtained from the respective Custom authorities and other agencies for re-export of the entire rig packages, equipment, tools, consumables (Leftover) to the company before releasing the final bill. The Contractor/Service provider should arrange for re-export of all items/equipment/materials within the specified period mentioned in this contract document. If the re-export is not completed within the specified period; then the applicable customs duty, penalty etc. levied by customs authorities for such delay shall be to Contractor's account and same will be deducted by the Company from Contractor's bills and Performance Security. Also, the Contractor will be fully responsible to pay the customs duty with other duties & taxes including Penalty.

40.0 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

END OF SECTION-I

PART-3

SECTION-II: SCOPE OF WORK / TERMS OF REFERENCE / TECHNICAL SPECIFICATION

Brief description of service: Hiring Drilling Waste Management Services for Two (2) Exploratory Vertical Wells

1.0 OTHER INFORMATION

The proposed two exploratory wells will be drilled by engaging a Charter Hire on-land electrical drilling rig of 1500 HP (minimum 1200HP) capacity. The wells will be vertical with formation pressure to be near hydrostatic. The wells are planned to achieve TD in 8.½” hole and open hole section will be enlarged to 9.5/8” by using 9.½”-9. 5/8” under reamer. Both the wells are planned to be completed by lowering 7” production liner to TD.

2.0 BRIEF DESCRIPTION OF BLOCK SHAKTHI -II

The Shakthi Block-II (G4-245) was awarded to a consortium of M/s Oil India Limited (OIL) & M/s Indian Oil Corporation Limited (IOCL), both Government of India Company under the administrative control of Ministry of Petroleum and Natural Gas, where OIL is operator. Shakthi Block-II (G4-245) with total surface area of 3761.25 SQ.KM is situated in Interior- Basin, Gabon. This block has rivers, lakes, marshy land, national parks and undulating surface. A national highway N-1 is passing through this block is a life line for this area as most of villages, small town fall along this route. This block is covered by forest with thick vegetation and flora and fauna.

3.0 BRIEF DESCRIPTION OF THE LOCATIONS:

- The wells to be drilled viz. Loc C & Loc LE are approximately 190 km & 175 km away by road from Libreville, Gabon and are approximately 95 km & 80 km away by road from Lambarene towards Libreville respectively.
- The distance between the two locations is approximately 25 Km by road.
- The nearest major airport to the location is Libreville (about 250 kilometres away); with seaports at Libreville & Port-Gentil and River Port at Lambarene.
- Drilling is to be started tentatively by May'2025.
- The wells are located within the Interior Sub-basin and are in forest area.
- The TD of the wells are Loc. C=2570 m & Loc. LE=1950 m.
- Wells are expected to be normally pressured and the bottom hole temperature is estimated to be 88 Deg C at 2570 metre in Loc. C and 76 Deg C at 1950 metre in Loc. LE.
- Target formations are the N'Dombo and M'Vone.
- The Sub-surface pressure at the reservoir is expected to be nearly hydrostatic.
- Mud loss is not ruled out in the unconsolidated shallower formations

4.0 **GENERALIZED STRATIGRAPHY / LITHOLOGY OF SHAKTHI BLOCK:**

Table-1: General Stratigraphy/Lithology of Shakthi Block					
	Age	Group	Formation	Thickness(m)	Lithology
Cretaceous	Albian		Madiela+Ezanga	100	Sand with carbonate
	Aptian	Ezanga			100
		N'zemeasso	Coniquet Sst	130-150	Shale
					Sandstone
					Cross bedded Sst
		N'Toum	Bikele Sst		Alternating shale & cross bedded Sst
	Berriasian	Remboue	Benguin Sh	150-200	Black colour schist/shale
			SchisteseSh	100	Brown colour schist/shale
			Bifoun Sh		
			Schistese Bruns		
	ForouePlage Sst		83-365	Sandstone & shale	
Hauterivian	Kango	Bikoume Sh	400	Bluish Shale	
Valanginian		BokouSh	400-500	Bluish Shale	
Berriasian		KekeleSst	50-100	Sst transition	
Jurassic	N'Dombo	N'Dombo Sst	125-200	Conglomerate at bottom and cross bedded coarse to medium gr Sst at top	
	M'Vone	M'Vone Sh Sst	100-200	Fluvial Sst (40-100) at bottom covered by violet coloured claystone.	
Permian	Agola	Agoula	200-300	Glacial conglomerate bituminous schists carbonate, red claystone and Sst.	
Late Precambrian	Noya	Noya	300-2000	Complex sediments, glacial Sst, shale & reddish fluvial-lacustSst	
Precambrian			Basement		

4.1 EXPECTED FORMATION TOPS OF THE LOCATIONS:

(A) Expected Formation Tops of the Loc. C are presented in the table below:

Ground Level Elevation above Sea level =28.65 m

Drill floor elevation above sea level = 37.65 m.

Drill Floor Elevation above Ground Level= 9.0 m

Table-2: Formation Tops of Loc. C		
Formation	TVDSS (m)	TVD (m BDF)
Madiela/Como	-28.65	9
Benguie	308	345
Bifoun	520	560
ForouPlage *	1155	1195
Bikoume	1170	1210
Bokue	1720	1760
N'Dombo**	2350	2390
TD	2530	2570

Note: **Primary Target; *Secondary Target

(B) Expected Formation Tops of Loc. LE (Lassa East-1) are presented in the table below:

Ground Level Elevation above Sea level =37.07 m

Drill floor elevation above sea level = 46.07 m.

Drill Floor Elevation above Ground Level= 9.0 m

Table-3: Formation Tops of Loc. LE		
Formation	Depth (m) TVDSS	Depth (m) TVDBDF
Bifoun	-37.07	9.0
ForouPlage *	225	270
Bikoume	266	310
Bokue	730	775
N'Dombo**	1250	1295
M'Vone*	1440	1485
Agoula	1610	1655
Base Agoula	1880	1925
Total Depth	1900	1950

Note: **Primary Target; *Secondary Target

4.2 SURFACE CO-ORDINATES OF THE LOCATIONS

The Surface co-ordinates of the proposed drilling locations are given below:

Table No - 4	
As Per WGS-84 System	
Location Lassa East (LE):	
Latitude	0°14'45.8377"S
Longitude	10°20'31.1269"E
Location C:	
Latitude	0°18' 28.4862"S
Longitude	10°16' 01.4692"E
As per UTM projection system based on the Clarke 1880 ellipsoid, spindle 32, whose origin is the astronomical point of M'PORALOKO with: X = 500,000 meters on the central meridian 9° East, Y = 10,000,000 meters Equator.	
Location Lassa East (LE):	
X	649 459.59
Y	9972 753.65
Location C:	
X	641 121.70
Y	965 916.84

4.3 **CASING/LINER, CEMENTING& MUD POLICY:** In brief the casing, cementing & mud policy of the two wells to be drilled are as below:

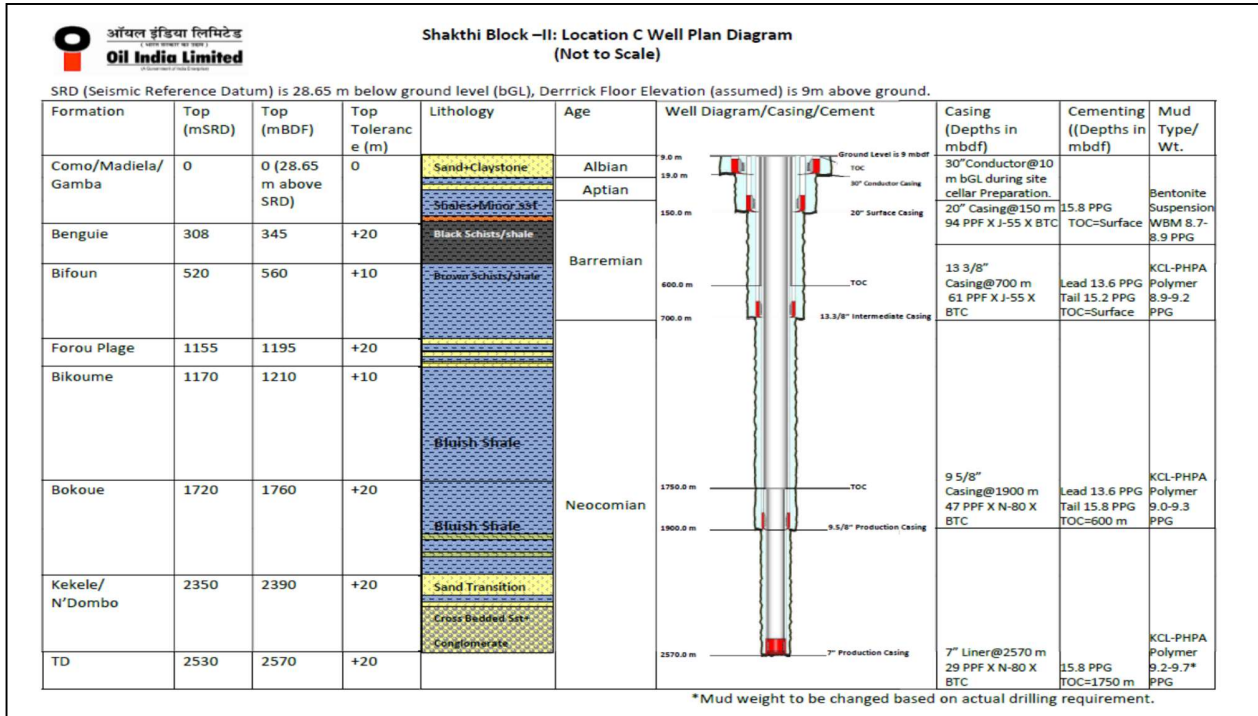


Figure-1: Casing, Cementing & Policy of Loc. C (4 Stage Completion)

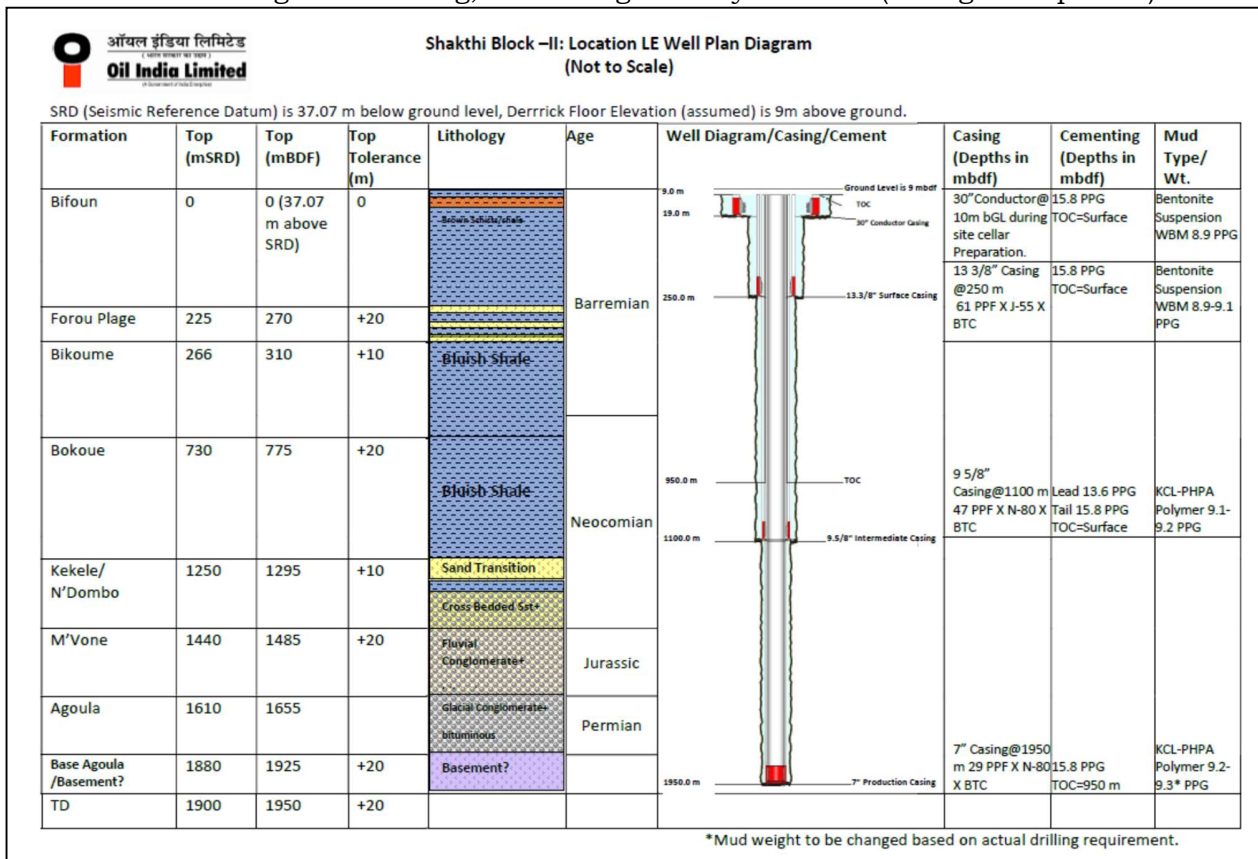


Figure-2: Casing, Cementing & Mud Policy of Loc. LE (3 Stage Completion)

4.4 CASING POLICY:

Table-5: SUMMERY OF CASING, CEMENTING & MUD POLICY						
Casing/ Liner	Hole size	Casing Size	Loc:LE	Loc:C	Cement	Mud-WBM
Surface casing	26"	20", J-55 x94ppfxBTC	-----	0-150	Up to surface	8.7-8.9ppg Bentonite Suspension.
Intermediate Casing	17.1/2"	13.3/8", J-55 x61 ppfxBTC	0-250	0-700	Up to surface	8.6-8.9 ppg polymer mud*
Production Casing	12.1/4"	9.5/8",N-80 x 47 ppfxBTC	0-1100	0-1900	Up to surface	8.9-9.3 ppg Polymer mud
Production Liner	**8.1/2"	7", N-80 x 29 ppfxBTC	950-1950	1750-2570	100 m inside 9.5/8" casing	9.3-9.5 ppg Polymer mud
Production tubing: EUExN-80	3.1/2"	X12.95 ppf	1950	2570	-----	2% KCl brine

* Bentonite Suspension mud will be used for drilling 17.1/2" hole for Loc. LE.

**Hole enlargement to 9.1/2" to 9.5/8" by under reamer.

4.5 Waste Disposal Services:

The Contractor shall provide waste disposal services with equipment/ tools and manpower to treat, segregate and dispose liquid and solid drilling waste from well site. The Contractor shall mobilize the service before spud-in of the well at the first location. The drilling activities will generate rock cuttings mixed with drilling mud. The rock waste needs to be disposed on a regular basis dependent on rate of drilling. Drilling mud may also to be discarded after each section of drilling. The Contractor shall also dispose sewage generated at the camp.

The Contractor shall mention the name of place for disposing both solid and liquid wastes in the bid. The necessary documents of the particular site having Government approval to receive such waste shall be provided with the bid.

4.6 Scope of Work:

- (i) Drill cuttings and liquid waste generated during drilling operation are accumulated in well site effluent pit. These cuttings and liquid wastes are to be treated and disposed as per guidelines of DGEPN, Gabon and any other Govt statutory authority.
- (ii) The Contractor shall provide evidence to dispose of waste, including environmental licenses and permits relevant to Gabonese waste disposal laws like Waste Carrier Licenses, Hazardous Waste Licenses, and Certificate of registration for Pollution and Environmental Permit.
- (iii) The Contractor, in case, intends to provide the service through third party, has to confirm the above along with registration details of the subcontractor. The Contractor and subcontractor (if engaged by the main contractor) shall confirm to follow all the norms of waste disposal applicable in Gabon as per Law of Gabon. Waste transport on land will be subject to the issuance of monitoring

slips. These tracking slips will be signed by the subcontractor upon receipt of the waste.

- (iv) The Contractor shall provide services of effluent treatment, emptying, transportation, disposal of the following:
- Drilling Mud and cuttings [from HDPE lined cuttings pit]
 - General Waste:
 - Effluents
 - Other hazardous waste

The Contractor shall mobilize all the equipment required for the above. Some of the equipment but not limited to following:

- (h) Mobile Effluent Treatment Plant.
 - (i) High quality solid control equipment:
 - High G Linear Motion Shale Shakers.
 - Centrifuge
 - Mud Cleaner
 - (j) Flocculation Unit.
 - (k) Dehydration through Centrifuge.
 - (l) Half moon metal containers to collect liquid and solid waste.
 - (m) Lining of Mud Swamps to eliminate seepage.
 - (n) Stabilization of solids.
- (v) The hazardous and non-hazardous solid waste that will be produced during drilling activities will meet requirements of OIL Waste Management Plan which specifically states that:
- The waste is sorted at source. Storage containers specific to each category of waste will be present at the various points of their production. This will involve setting up a container for plastics / glasses, one for waste and metal residues (e.g. preserves, metal parts, etc.) and one for biodegradable waste.
 - Waste storing methods (e.g. retention system, ventilation of the storage room, location with respect to heat sources, etc.) will be adapted to their characteristics.
 - Special hazardous or toxic industrial waste will be stored in an area specifically designated for that purpose and clearly marked "Special Industrial Waste Storage Area", in English "Hazardous / Special Waste Storage Area";
 - No product, waste, waste container or any other potentially polluting substance will be stored.
 - Near drainage channels of the platforms.
 - Outside areas equipped with retention systems.
 - Containers used for storing waste (drums, bucket, big bag, etc.) will be in good condition, clearly labelled and properly closed when not in use;
 - Biodegradable household waste will be treated directly on the site.
 - Other non-biodegradable solid wastes will be transported and treated by approved companies.
 - These cuttings and liquid wastes are to be treated as per guidelines of statutory bodies and will be disposed by engaging authorized agent having environmental licenses and permits relevant to Gabonese waste disposal laws like Waste Carrier Licenses, Hazardous Waste Licenses, and Certificate of registration for Pollution and Environmental Permit.

- (vi) **The parameters of effluent discharge from the guidelines of the World Bank ("Oil and Gas Development (Onshore)" in Pollution Prevention and Abatement Handbook, July 1998, are:**

Parameters of effluent discharge:

Table-1

Parameters	(Daily average maximum value, without dilution, expressed in mg /l with the exception of temperature and Ph)
Ph	6-9
DBO5	50
Total Suspended Solids	50
Hydrocarbons (oil and fats)	20, up to 40 mg/l if the production is inferior to 10000 tons per day
Phenols	1
Sulphides	1
Heavy metals	5
Residual Chloride	-
Temperature	Increase below 3 °C

The type of treatment planned for each type of waste is presented in Table below:

Table-2

TYPE OF WASTE	TREATMENT
Water-based drilling mud	In situ treatment and burial in a dedicated pit.
Oil-based drilling mud	In situ treatment and burial in a dedicated pit.
Solid waste	Collected and sent to the Lambaréné landfill
Liquid waste (Oils/Hydrocarbons)	Collected and disposed of by an approved company
Kitchen waste	Collected and incinerated in a pit provided for this purpose.
Gray water	Provide a pit for gray water. To be Close at the end of the project.
Black Water	Provide a pit for black water. To be Close at the end of the project.
Dangerous Waste	Collected and disposed of by an approved company

- (vii) The Contractor has to dispose all kind of waste generated during the entire operational period. Accordingly, Contractor has to quote as per format in "Schedule of Rate". No other charges will be payable. Accordingly, the Contractor shall be equipped with General waste skips, waste drums, Septic tanks waste, vacuum tankers etc.

(A) The tentative estimated waste disposal volume during normal operation period for the entire operation time is given below:

- (a) General waste: Food Waste, Non-recycle packaging: 10 skips /week

- (b) Recycle waste: Paper, wood, Plastics, Metals: 10 skips /week
 - (c) Effluents: Shower water, human excrement, 4nos. 5000 gal septic/week
 - (d) Hazardous waste: Oily rags, chemicals, used PPE, 10 drums/week
 - (e) Drilling waste: Liquid: 10000bbl, solid: 800 cum
- (B) The Contractor shall be paid as per following format:
- (i) Mobilization charges for equipment/ tool and personnel on completion of mobilization on lump sum basis.
 - (ii) De-Mobilization charges for equipment/ tool and personnel on completion of de-mobilization on lump sum basis.
 - (iii) Inter-Location Movement on completion of ILM on lump sum basis.
 - (iv) Equipment Operating Day Rate.
 - (v) Equipment Rental Charges per month.
 - (vi) Waste transportation charges per day.
 - (vii) Standby Day Rate for Waste disposal service personnel

END OF SECTION-II

PART-3

SECTION-III: SPECIAL TERMS AND CONDITIONS OF CONTRACT (SCC)

The following Special Terms & Conditions of Contract (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.

1.0 DEFINITIONS: Following terms and expression shall have the meaning here by assigned to them unless the context otherwise requires:

1.1 **"Agreement"** means this service agreement.

1.2 **"Approval"** as it relates to Company, means written approval.

1.3 **"deleted."**

1.4 **"Breach Of Contractual Obligation"** means amongst others also the following:

- i) Carriage of unauthorised passengers/waste/good(s) by the Contractor while under this agreement with the Company.
- ii) Withdrawal of vehicle(s)/equipment from the service for any reason whatsoever without the consent/instruction of the Company Engineer and;
- iii) Failure of the Contractor to place the vehicle(s) /equipment for inspection as and when directed by Company's Engineer.
- iv) Failure to park the vehicle(s)/equipment after release on close of working hours at place designated by Company's Engineers.

1.5 **"Company Engineer"** means GM-Gabon Project or his nominee in respect of this Agreement.

1.6 **"Contractor's representatives"** mean such persons duly appointed by the Contractor thereof at site to act on Contractor's behalf and notified in writing to the Company.

1.7 **"Contractor's personnel / Crew"** means Supervisors, Operators, Drivers, Handymen/ Helper(s), Labour to be provided by Contractor from time to time to conduct operations.

1.8 **"Day"** means a calendar day of twenty-four (24) consecutive hours beginning at 06:00 hrs. and ending at 06:00 hrs.

1.9.1 **"Default"** means any of the following commissions or omissions by the Contractor or his/her crew which will lead to shut down of vehicle(s)/equipment and/or breach of contractual obligations: -

- a) Delay in initial placement of vehicle(s)/equipment along with required manpower beyond the stipulated date;
- b) Unsuitability of the Contractor's personnel / Crew.
- c) Drunkenness and intoxication of the Contractor's personnel / Crew.
- d) Non-availability of vehicle(s)/equipment due to any reason, whatsoever, including but not limited to the following conditions:-

- i) Deteriorated mechanical condition of the vehicle(s)/equipment and/or breakdown;
- ii) Due to inadequate routine maintenance
- iii) Time taken for routine servicing / maintenance in excess of time allowed for such maintenance.
- e) Non-possession of valid permits and licenses for the crew and vehicle(s)/equipment.
- f) Non-supply of fuel.
- g) Delay in placement of vehicle(s)/equipment on any day as per the instruction of the Company's Engineer and / or unauthorized and untimely release of vehicle(s)/equipment on any day without prior permission and authorization from the Company Engineer during the tenure of this Agreement.
- h) If the Contractor bases the vehicle(s)/equipment at a station other than the stipulated Base Camp without the authorization of the Company Engineer.
- i) Non-availability of vehicle(s)/equipment due to defects detected upon periodic inspection/tests by the Company.
- j) Non-rectification of defects expeditiously upon detection by the Company Engineer upon inspection/test undertaken by the Company.
- k) Non-availability of equipment/vehicle(s)/ crew beyond 12 (Twelve) Hours allowable for repair / maintenance time.
- l) Non-availability of the vehicle(s)/equipment or crew when required by the Company's Engineer; and
- m) Failure on part of the Contractor to discharge his/her obligations as set out in Clause 4.0 hereof and/or failure on part of the Contractor to abide with particular instructions as set out in Clause 5.0 hereof and/or failure on part of the Contractor to obey the instruction of the Company's Engineer as set out in Clause 6.0 hereof.
- n) Any other acts or omissions by the Contractor or his/her crew whether specified or not hereof which disrupt the continuity of the service envisaged under this Agreement.
- o) Non-availability of equipment/vehicle(s)/crew when the Company's operations are normal.
- p) Non-availability of services due to unauthorized/lightning strike by Contractor or his/her crew for any reason whatsoever. The period of non-availability of services will be treated as shutdown.

1.9.2 In case of default not leading to shut down, the Company's Engineer shall notify the Contractor to remedy the defect within reasonable time and till such defect is remedied, if necessary the vehicle(s)/equipment shall be released to the Contractor, whereupon it shall be treated as shut down and the pro-rata operating & rental charges per day shall not be paid for the period of shut down and special liquidated damages as applicable shall be levied too.

1.10 **"Deteriorated Condition of Vehicle/Equipment"** means any vehicle(s) / equipment found not acceptable to Company's Engineer after mechanical inspection or/and vehicle(s) / equipment found to be unworthy of undertaking the services envisaged under the provisions of this Agreement or/and vehicle(s)/equipment which is/are facing repeated breakdown due to inadequate, improper and timely repairs and maintenance and / or vehicle(s)/equipment refused by the Company's Engineer as being unfit.

- 1.11 **"Driver / Operator"** means an individual including owner of the vehicle who chooses to drive the vehicle, possessing sound mental and physical health, who is in possession of an appropriate valid professional Driving License issued by the appropriate Authority, who is driving vehicle under the Contract.
- 1.12 **"Facility"** means and includes all property of Company owned or hired, to be made available for services under this Contract and as described in this agreement which is or will be a part of the Company.
- 1.13 **"Handymen/Helper"** means such crew engaged by the Contractor and provided with the vehicle/equipment, cost whereof is included in the fixed rental per month, as applicable.
- 1.14 **"Holiday"** means the National Holiday applicable in Gabon, which the Contractor may be required to give to his/her Crew as per the applicable Act / laws.
- 1.15 **"Inspection"** means inspection that may be carried out as and when desired by the Company's Engineer to ascertain road worthiness of the vehicle(s)/equipment along with necessary Permits, Insurance etc. for the vehicle(s)/equipment as well as all the Crew engaged against this contract. The Company's decision in this regard shall be final.
- 1.16 **"Insurance"** means comprehensive insurance of the vehicle(s)/equipment and shall include insurance of the crew.
- 1.17 **"Inter Location Movement" [ILM]** means transfer of vehicle(s)/equipment along with associated manpower Services from one drilling location to the next location.
- 1.18 **"Labour"** means such crew (skilled / unskilled) other than Driver, Operator, Handymen/Helper engaged by the Contractor for providing services under this contract, cost whereof is included in the fixed rental charge per month.
- 1.19 **"Licence And Permits"** means any and all of the following which must be valid and updated periodically by the Contractor to the satisfaction of the Company:-
- a. Professional driving license(s) for the driver(s)/Operator(s);
 - b. Registration Book(s) with endorsement of Road Tax, as applicable;
 - c. Permits for plying the vehicle(s)/equipment for commercial purpose as may be required
 - d. Road permits
 - e. Fitness certificate
 - f. Comprehensive insurance certificate(s) both for vehicle(s)/equipment as well as Crew.
 - g. Any other as required under law in force.
- 1.20 **"Rental Charges for Waste Disposal Equipment/Tools Per Month"** means rental charge per month applicable for providing service mentioned in Part-3, Section-II (Scope Of Work / Terms Of Reference / Technical Specification) and Schedule of Rates (SOR) / Bill of Quantities (BOQ) hereof which will be inclusive of all cost, applicable taxes & duties (but excluding CSS & TVA), insurances and wages of Operator/Driver(s) /Helper(s)/Labour and other operation staff/crew inclusive of relief Operator / Driver(s) / Helper(s) / Labour and other operating staff/crew, which the Contractor will have to engage and provide at all times essentially for the

continuous operation of the service envisaged under this Agreement. The Contractor shall have to ensure full compliance with all applicable statutory acts prevalent in Gabon as may be in force from time to time governing the engagement of staff, their conditions of service which must include wages as per the Acts, Statutory/weekly offs, holiday, annual leave etc. The rental charge per month payable under this Agreement shall be deemed to be inclusive of all payments to be borne by the Contractor on all such accounts. Rental charge per month also includes the cost of consumables as may be required for stipulated normal hours of duty at a stationary place when there is no kilometer run.

- 1.21 **"Normal Hours/Timings of Duty"** means the duty hours, which may be stipulated or instructed by the Company's Engineer.
- 1.22 **"Operating Area"** means Shakthi Block-II (new PSC G4-245) areas in onshore Gabon in which Company or its Affiliated Company may from time to time be entitled to conduct Drilling Operations.
- 1.23 **"Operation Base"** means the place or places, onshore, designated as such by Company from time to time.
- 1.24 **"Pro-Rata Rental Charge Per Day"** means the Rental Charge per month applicable for providing service as per Sl. No. 4 of SOR /BOQ, divided by 30(Thirty) days.
- 1.25.1 **"Shut Down"** means disruption/non-availability of the Transport Service due to any of the defaults in Clause 1.10.1.
- 1.25.2 **"Shut Down"** shall also mean the non-availability of the Transport service due to an accident.
- 1.26 **"Special Liquidated Damages"** means pro-rata rental charge per day rate payable by the Contractor in case of Default as mentioned in Para 1.9.1 sub clause (b) to (p), which shall be levied for the shutdown period on the basis of 0.5(Zero Point Five) times the pro-rata rental charge per day rate subject to maximum of 12(Twelve) hours in a month arrived at on a cumulative basis. In case of continuing default beyond 12(Twelve) cumulative hours in a month, it would be treated, as breach of Contract and special liquidated damages at the rate of 2 (two) times the pro-rata rental charge per day rate will be applicable / payable by the Contractor.
- 1.27 **"Spud/spud-in of the well"** means the initiation of drilling of the well and the very first hit on well centre of the new location after alignment and after the rig preparation is complete in all respects subsequent to clearance from safety, audit and the Company representative.
- 1.28 **"Stipulated Hours Of Service Per Day"** means hours of duty per day, normal hours/timings of duty whereof shall be determined by the Company's Engineer for which fixed charge shall be payable.
- 1.29 Substantial control of the vehicles/equipment hired against this tender / contract will rest with the contractors.

2.0 DESCRIPTION OF WORK:

- 2.1 All work performed by the Contractor shall be continuous, on day to day basis as set down in Schedule of Service, Units and Rates described in SOR /BOQ hereof which SOR /BOQ forms and constitutes part and parcel of this Agreement, read in conjunction with the particular specification and instruction contained in Section-III (SCC) /STC hereof which Section-III SCC/STC also forms and constitutes a part and parcel of this Service Agreement. All the 3(Three) Parts of this service agreement will be read and construed together with the related Annexure.
- 2.2 Contractor shall provide the transport service with vehicle(s)/equipment as determined in SOR /BOQ hereof and shall be responsible for all actions necessary for day to day running and maintaining the services on a continuous basis in an efficient and adequate manner. The Contractor shall be responsible for timely payment of all applicable taxes, fees, insurances for smoothly operating the services envisaged under this agreement including all capital investments and operating expenses as may be necessary and incidental in relation thereto.
- 2.3 The rates agreed/accepted by the Contractor as set-out in SOR /BOQ hereof are inclusive of all expenses mentioned hereof and such other similar charges as may be required including payment to his/her operator(s), Driver(s), Crew and other staff as per the provisions of Statutory Acts. The rates stipulated in SOR /BOQ hereof shall be firm and final and no escalation whatsoever except as may be stipulated otherwise shall be admissible on any account.
- 2.4 The Contractor shall supply and maintain the services of all vehicles / equipment with Operators, Driver(s), Attendant(s), Helper(s) (wherever applicable) as may be required by the Company.
- 2.5 The Contractor shall hereby undertake to pay to his/her (Crew/Staff), wages payable under applicable Act as may be in force from time to time during the currency of this Agreement. He/She further undertakes to pay all his/her operating staff, if any, working under this Agreement the due wages in time including any arrears of wages which may arise due to escalation of applicable wages under applicable statutory Act.

3.0 MANNER OF CONDUCTING WORK:

The Contractor shall carry out all operations hereunder with due diligence, in a safe and workmen like manner and in accordance with the accepted practice and safety rules of the Company in the area of its operations.

4.0 OBLIGATIONS OF THE CONTRACTOR:

- 4.1 The Contractor shall observe and abide by all the Statutory Acts and shall be primarily and solely responsible for observance of the rules and regulations stipulated hereunder.
- 4.2 The Contractor shall be responsible and liable for all claims, monetary or otherwise, arising out of the use of vehicle(s)/equipment or operations of the services envisaged under this agreement including liability under the Statutory Act or any other liability as may arise due to operation of this agreement and the Company shall not be held liable or responsible for any such claim in any manner whatsoever. The Statutory requirements and obligations to be performed under the Statutory Acts affecting the

operations of the services under this Agreement shall have to be performed by the Contractor only and shall be his/her sole responsibility. Be it stated particularly that the Contractor hereby undertakes to fully implement entirely at his/her own cost all the provisions of the Statutory Acts as may be in force from time to time as may be applicable to the operation of the service envisaged under this agreement in the area of operations of the Company.

- 4.3 The Company shall not be liable for any dues, statutory or otherwise claimed by the employees/workmen employed by the Contractor for the services rendered under this agreement and all such claims, statutory or otherwise or operation of any settlement or award in favour of the employees/workmen employed by the Contractor will be solely against the Contractor and not against the Company. Be it expressly stated that any demands whether present or future by the employees deployed by the Contractor against the services envisaged under this agreement shall have to be settled and satisfied by the Contractor solely and in the event of any loss or inconvenience or disruption that may result because of any non-settlement of such demands which may lead to a disruption of service envisaged under this Agreement shall also be deemed as a default.
- 4.4 The Company shall neither entertain any demands from the employees of the Contractor nor deal directly or indirectly with any recognised or un-recognised unions of such employees. Be it expressly stated that it shall be primarily and solely the responsibility of the Contractor to deal, interact and settle any demands or disputes of his/her employees individually or through any unions or otherwise and the Company shall not mediate in this matter at all.
- 4.5 Any unsettled disputes between the Contractor and his/her employees leading to a legal or illegal strike by them would have to be settled by the Contractor expeditiously. In the event of such a strike, whether legal or illegal, the services under this agreement shall be treated as shut down. Any failure on the part of the Contractor to settle the disputes expeditiously or with reasonable dispatch which results in interruption of the services envisaged under this Agreement would be considered as a default under this agreement and the agreement would be terminated at the discretion of the Company. The Contractor shall, however, be given reasonable opportunity by the Company to explain that the cause of the dispute was not due to delay on his/her part or due to failure to implement the statutory obligations under the Statutory Acts as stipulated hereof. In the event if it is proved that the Contractor was in default as mentioned here above, the Company shall have the option to terminate the Agreement forthwith and the Contractor shall not be entitled to any damages or compensation whatsoever on account of such termination.
- 4.6 The Contractor shall ensure that the vehicle(s)/equipment/crew deployed under this service agreement do not cause any damage to the properties of the Company or third party service providers engaged by the Company. In the event of any such damages, the cost of repair in respect thereof as determined by the Company's Engineer shall be deducted from the Contractors outstanding bills. The Company's decision in this regard shall be final and binding.
- 4.7 Any normal hours/timings of duty will be decided by the Company's Engineer and shall be binding on the Contractor. The normal hours of duty/timings may be

changed from time to time at the discretion of the Company and the Contractor shall be obliged to accept such changes.

- 4.8 The Contractor will park the vehicle(s)/equipment at his/their own parking yard or at Company's yard as directed by the Company's Engineer at the end of the day's work. The Contractor found violating this will be liable for breach of Contract.
- 4.9 The Contractor must place the vehicle(s)/equipment for duties in time on any particular day as per the instructions of the Company's Engineer. In the event of failure to adhere to the foregoing or in the event of unauthorized release of vehicle(s)/equipment before completion of the normal duty hours, the vehicle(s)/equipment shall be treated as shut down and will attract the special liquidated damages for each such failure.
- 4.10 The vehicle/equipment should be supplied with the services of Operator / Drivers / Handymen / Helpers / Supervisor /Attendant on duty hours basis, cost in respect thereof is included in the rental charge per month.
- 4.11 The Contractor shall keep the vehicle(s)/equipment roadworthy throughout the contract period by complying with the statutory requirement, failing which the vehicle(s)/equipment will be treated as shut down.
- 4.12 The Contractor should ensure that the Driver(s)/Helpers/Labour (as applicable) are available every day, i.e. on Holidays, Sundays, off days or during leave of the regular drivers/crew as per the requirements of the Company's Engineer. In the event of failure to do so would tantamount to a default and the services under this agreement shall be treated as shut down, in which case the special liquidated damages shall be deducted from the Contractor.
- 4.13 The Contractor must maintain a register incorporating particulars with the name(s) of the Operator / driver(s) / handymen / Attendant(s) / Crew engaged by the Contractor and the aforesaid be required to sign the register maintained for this purpose, for monitoring their daily attendance, off days, holidays and leave roster etc. This will ensure proper roster of the crew in respect of compliance with the various Statutory Acts. This register must be available for inspection by the appropriate authorities as and when required.
- 4.14 The Contractor shall undertake only journeys authorized by the Company's Engineer. Any unauthorized journeys shall be treated as breach of Contract and shall attract special liquidated damages for each such occurrence without prejudice to the Company's right to terminate the agreement without any compensation to the Contractor on any account whatsoever.
- 4.15 The Contractor would be required to submit the statement of payments made to his/her crew employed on the Service envisaged under this agreement as and when required by the appropriate authorities.
- 4.16 The Contractor shall indemnify the Company against any claims by the crew on account of payment of wages, bonus, perquisites etc.
- 4.17 The Contractor shall operate the service envisaged under this Agreement in an efficient, workmen like manner as per the instructions of the Company's Engineer.

The Contractor shall abide by the Company's Engineer instructions always and ensure continuous uninterrupted service on day-to-day basis.

5.0 PARTICULARS, SPECIFICATIONS AND INSTRUCTION TO THE CONTRACTOR:

- 5.1 The Contractor shall instruct his/her crew suitably to ensure that while driving speed limits as enforced are necessarily observed. Any violation of law due to crossing of the speed limits shall have to be addressed by the Contractor entirely at his/her own cost.
- 5.2 The vehicle(s)/equipment described/set out in Part-II hereof must be equipped with all standard fittings, accessories, instruments etc., and shall be at all times fully conform with all provisions of the statutory Acts.
- 5.3 The vehicle(s)/equipment must all times be comprehensively insured against all risks.
- 5.4 The Operators / Driver(s) must possess valid and relevant professional licenses.
- 5.5 The vehicle(s)/equipment must be registered with the appropriate authority and periodic requirements of fitness, test, must be complied with the evidences produced to the Company's Engineer in this regard as and when required by him.
- 5.6 The vehicle(s)/equipment must at all times be licensed by the appropriate Govt. authority having jurisdiction in the operating areas of the Company to ply on commercial basis and to carry passengers including crew and goods as applicable and within the designed load capacity.
- 5.7 The Contractor must ensure timely renewals of all licenses and permits and certificates within the due dates.
- 5.8 During the course of the day-to-day operations, the vehicle(s)/equipment may be required to ford or ferried through various rivers. The Contractor will not object to such crossing and shall not be entitled to any additional charges.
- 5.9 The vehicle(s)/equipment must be maintained in first class road worthy condition along with uniform standards of safety and comfort to passengers as initially provided for at the time of acceptance of the vehicle(s) on the date of placement.
- 5.10 Speedometer and kilometreage gauge must be maintained at a high standard of accuracy. Any defects noticed by the Company's Engineer at the initial and subsequent periodic inspections must be rectified forthwith by the Contractor at his/her own cost. Until such rectification, the Company approved kilometer based on recee report, well index or GPS record will be considered. The Company's decision in this regard shall be final and binding on the Contractor. Payments shall accordingly be regulated according to the corrected readings.
- 5.11 The Contractor or his/her employees deployed under this Contract must observe the security and safety rules of the Company as mentioned in Part-IV (Safety Measures) when working inside the declared prohibited areas or otherwise. Any individual found to be objectionable from security/safety considerations must be replaced by the Contractor. In case the Contractor/owner of the vehicle is the driver of the Vehicle and indulges in such non-compliant of HSE laws as required,

Company will have the right for directing the contractor/owner to take action to comply with the requirements, and for further non-compliance, the contractor/owner will be penalized as per prevailing relevant Acts/ Rules/ Regulations.

- 5.12 All vehicles / equipment must carry special nameplates or marking for the purpose of identification as directed by the Company's Engineer. Wherever required, all vehicles must also be provided with the towing hook. All expenses on account of the foregoing shall be borne by the Contractor entirely on his/her own cost.
- 5.13 The Contractor shall not refuse the vehicle(s)/equipment to be driven by the Company's operator / driver(s) / officer(s) in case of emergency when Contractor's operator / driver(s) is/are not available for any reason.
- 5.14 The Contractor shall not refuse parking of any vehicle at such places as may be directed by the Company's Engineer.

6.0 RIGHTS OF COMPANY'S ENGINEER:

- 6.1 The Company's Engineer may upon initial placement of equipment / vehicle(s) check all the relevant documentation and duly inspect/test the same before accepting it for the services under this agreement. Such inspection/test shall be carried out entirely at the Contractors' risk and cost. Any equipment / vehicle found deficient or defective in any manner will not be acceptable till such deficiency is completely rectified to the satisfaction of the Company's Engineer. The vehicle on company duty will be Tested/Inspected by company engineer as and when required.
- 6.2 The Company's Engineer shall have power amongst others as follows:-
 - a) Fix the normal duty hours/timings of the Contractor and regularly monitor the same;
 - b) Instruct the Contractor from time to time for such further inspection as may be necessary for the proper and adequate supply of services and for keeping such records as are deemed necessary.
 - c) Instruct the Contractor to replace by more suitable hands any of his/her crew engaged for running/operating the equipment / vehicle(s) or for general management of the service when such person is found unsuitable for the purpose of rendering efficient service to the Company under this agreement. Be it expressly stated that the Company shall not be responsible or liable in the event of any action by the Contractor against his/her employees or workmen in any manner whatsoever arising out of their removal or replacement.
 - d) Instruct the Contractor to remedy breach of contract and levy any liquidated damages / special liquidated damages in relation thereto.
 - e) Refuse the services of any equipment / vehicle(s) found in deteriorated conditions and order the Contractor to rectify the defects or arrange for replacement till such default is remedied.
 - f) Instruct the Contractor to park the equipment / vehicle(s) at a specified place within the Company's premises or at the Contractor's works.

- g) Instruct the Contractor to utilize the services beyond the stipulated hours of service.
- h) Instruct the Contractor to undertake authorized journeys to specified destination(s) and carry the authorized passengers or goods as the case may be.
- i) Instruct the Contractor to go out of station for overnight halt(s).
- j) Undertake periodic inspection of the equipment / vehicle(s) as per programme as may be decided by him/her. Such inspection shall be carried out in the presence of the Contractor or in presence of his / her authorized representative. Such inspection/ test carried out by the Company shall be at the Contractor's cost and risk.
- k) Instruct the Contractor to remedy/rectify expeditiously and defects revealed upon periodic inspection/test carried out by the Company. Such rectification shall be at the Contractor's cost entirely.
- l) Instruct the Contractor to remove the equipment / vehicle(s) in respect of which the defects as afore stated which have been detected upon inspection/test periodically by the Company which have remained unrectified.
- m) Instruct the Contractor to remove the equipment / vehicle(s) in respect of which defects have been found upon periodic inspection from the service under this agreement till such time as the same are rectified.
- n) Check the speedometer and kilometer readings and notify any defects and determine any correction factor on the statement-cum-bill in case the readings are found to be defective.
- o) Instruct the Contractor to furnish the names of all operators, driver(s) and crew with full particulars at the time of commencement of the service or on any occasion when such operator / driver(s)/crew are required to be replaced for any reason.
- p) The Company's Engineer shall clearly indicate the total shut down hours in a month due to maintenance of the equipment / vehicle(s) and/or default with reason in the monthly statement which will be treated as final for determining liquidated damages or special liquidated damages, if any.

6.3 The Contractor would at all times obey the instructions of the Company's Engineer and ensure compliance of the above-mentioned orders and instructions.

7.0 STATUTORY OBLIGATIONS OF CONTRACTOR: The Contractor shall be responsible and liable for all claims, monetary or otherwise, arising out of the use of the equipment / vehicles or operation of the services envisaged under this Agreement including any statutory liabilities as may be in force from time to time and whatsoever. The Statutory requirements and obligations to be performed under the applicable regulatory Acts or any other enactment affecting the operation of services under this Agreement shall have to be performed by the Contractor only and shall be his/her sole responsibility.

8.0 CONTRACTOR'S SPECIAL OBLIGATIONS:

8.1 It is expressly understood that contractor is an independent contractor and that neither it nor its employees and its subcontractors are employees or agents of company. But company is authorized to designate its representative, who shall at all times have access to the vehicle / equipment and all records, for the purposes of observing, inspecting and designating the work to be performed hereunder by contractor. The contractor may treat company's representative as over-all in charge of all the personnel as well as the other service providers at well site. The company's representative may, amongst other duties, observe and inspect works performed by contractor or examine records kept by contractor.

9.0 COMPANY'S SPECIAL OBLIGATIONS:

9.1 **Ingress and Egress at location:** Company shall provide contractor requisite certificates on request and if applicable for obtaining rights of ingress / to egress from the locations, where wells are to be drilled, including any certificate required for permits or licenses for the movement of contractor's personnel. Should such permits/ licenses be delayed because of objections of appropriate authorities in respect of specific Contractor's personnel, such personnel should be promptly removed from the list by the Contractor and replaced by acceptable personnel. For any stoppage of operations for such delays, no pro-rata rental charge per day will be applicable.

10.0 COMPREHENSIVE 'HSE' GUIDELINES:

- (i) Contractor shall take all measures necessary or proper to protect the personnel, work and facilities and shall observe all reasonable safety rules and instructions. No smoking shall be permitted outside the living quarters. Company employee also shall comply with safety procedures/ policy.
- (ii) 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 subcontractors hired by him comply with the same requirement as the contractor himself and shall be liable for ensuring compliance all HSE laws by the sub or sub-sub-contractors.
- (iii) Every person deployed by the contractor in a mine must wear safety gadgets to be provided by the contractor. The Contractor shall provide proper Personnel Protective Equipment as per the hazard identified and risk assessed for the job and conforming to statutory requirement and company PPE schedule. Safety appliances like protective footwear, Safety Helmet and Full Body harness has to be approved by competent authority as applicable. Necessary supportive document shall have to be submitted as proof. However, it will be the Contractor's sole responsibility to ensure that the persons engaged by him in the mines use the proper PPE while at work. All the safety gears mentioned above are to be provided to the working personnel before commencement of the work.
- (iv) The Contractor shall prepare written Safe Operating Procedure (SOP) for the work to be carried out, including an assessment of risk, wherever possible and safe methods to deal with it/them. The SOP should clearly state the risk

arising to men, machineries & material from the mining operation / operations to be done by the contractor and how it is to be managed.

- (v) The contractor shall provide a copy of the SOP to the company's representative who shall be supervising the contractor's work.
- (vi) Keep an up to date SOP and provide a copy of changes to the company's representative.
- (vii) Contractor has to ensure that all work is carried out in accordance with the Statute and SOP and for the purpose he may deploy adequate qualified and competent personnel for the purpose of carrying out the job in a safe manner. For work of a specified scope/nature, he should develop and provide to the company's representative a site specific code of practice.
- (viii) deleted.
- (ix) 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 representative for safe operation.
- (x) Any compensation arising out of the job carried out by the Contractor whether related to pollution (attributable to the Contractor), Safety or Health will be paid by the contractor only.
- (xi) Any compensation arising due to accident of the Contractor's personnel while carrying out the job, will be payable by the contractor.
- (xii) The contractor shall have to report all incidents including near miss to Base Manager / company representative of OIL.
- (xiii) The contractor has to keep a register of the persons employed by him/her. The contractor's supervisor shall take and maintain attendance of his men every day for the work, punctually.
- (xiv) The health check-up of contractor's personnel is to be done by the contractor in authorized Health Centres as per OIL's requirement & proof of such test(s) is to be submitted to OIL.
- (xv) To arrange daily tool box meeting and regular site safety meetings and maintain records.
- (xvi) Records of daily attendance, accident report etc. are to be maintained in Proper Format by the contractor.
- (xvii) If the company arranges any safety class / training for the working personnel at site company employee, contractor worker, etc. the contractor will not have any objection to any such training.

- (xviii) A contractor employee must, while at work, take reasonable care for the health and safety of people who are at the employee's place of work and who may be affected by the employee's act or omissions at work.
- (xix) A contractor employee must, while at work, cooperate with his or her employer or other persons so far as is necessary to enable compliance with any requirement under the act or the regulations that is imposed in the interest of health, safety and welfare of the employee or any other person.
- (xx) In case Contractor is found non-compliant of HSE laws as required company will have the right for directing the contractor to take action to comply with the requirements, and for further non-compliance, the contractor will be penalized prevailing relevant Acts/Rules/Regulations.

11.0 INSPECTION OF CONTRACT AREA, AND AWARENES OF PAYMENT OF TAXES, CUSTOMS DUTIES AND OTHER CHARGES:

The Contractor shall be deemed to have visited and carefully examined the contract area; to have satisfied itself as to the nature of all existing roads and other means of transport or communication and as to possible interruptions thereto and as to access to and from the contract area; to have made enquiries, examined and satisfied itself as to sites and such depots and buildings as may be required for carrying out its obligations under the Contract.

12.0 DISCIPLINE:

Contractor shall carry out operations hereunder with due diligence and in a safe and workman like manner according to good international oilfield practice. The Contractor shall maintain strict discipline and good order among their respective employees and their respective Sub-contractors, if any, and shall abide by and conform to all rules and regulations promulgated by the Company and Contractor governing the operations at the assigned worksites. Should the Company feel with just cause that the conduct of any of the Contractor's personnel is detrimental to Company's interests; the Company shall notify Contractor in writing the reasons for advising removal of such personnel. The Contractor shall remove and replace such employees at their expense within 02 days from the time of such instruction given by the Company. If no replacement has been provided within this time, special liquidated damages as applicable shall be deducted / payable by the contractor. The person so removed shall not be employed again without the prior written consent of the Company. Contractor shall not permit any of its employees, representatives, agents or sub-contractors to engage in any activity which might reasonably be considered to be contrary or detrimental to the interest of the Company.

END OF SECTION-III

PART-3
SECTION-IV

SCHEDULE OF RATES & QUANTITY

Brief Description: “HIRING DRILLING WASTE MANAGEMENT SERVICES FOR TWO (2) EXPLORATORY VERTICAL WELLS.

The bidders must quote the rates in the priced bid strictly as per the format outlined in PROFORMA-B considering the following. The quantity/parameter/volume of job shown against each item in the PROFORMA-B is tentative and valid for Bid Evaluation purpose only. Payment to the successful Bidder/Contractor shall be made on the basis of actual work done. Commercial evaluation of Bids to establish inter-se-ranking of all technically qualified bidders will be done based on the rates/charges quoted in **PROFORMA-B** only.

AA: DRILLING WASTE MANAGEMENT SERVICES:

1.0 MOBILISATION CHARGE (MOB) (LUMP SUM):

Mobilization charges shall be payable only when the entire ETP/Waste Disposable are mobilized at site and the well is actually spud-in at the first drilling location and duly certified by Operator’s Company Representative. Mobilization charges cover all local and foreign costs to be incurred by the Contractors to mobilize entire equipment of waste disposal management and crew at the first drilling location and shall include all local taxes & duties including Entry Tax, Port fees, inland transport/freight, transit insurance etc.

2.0 DEMOBILIZATION CHARGES (DMOB) (LUMP SUM) :

- (a) Demobilization charges for the complete waste disposal package and manpower include all charges for demobilization of the complete waste disposal package, unutilized spares & consumables and manpower.
- (b) All charges connected with demobilization including all fees, taxes, insurance, freight on export outside Gabon or to any other place will be to Contractor’s account.
- (c) Demobilization charges shall be paid one time to the Contractor for demobilizing the complete waste disposal package including Tools / Equipment / Spare / Accessories etc. after successful completion of all contractual obligations/ termination of the Contract including Re-export, if necessary.
- (d) All Day Rate/Charges of the waste disposal package/operation shall cease to exist with effect from the date and time or event as specified by Company in the demobilization notice. No charges whatsoever will be payable thereafter.
- (e)

3.0 OPERATING DAY RATE (Per 24 Hrs. day): (ODR)

Except when especially otherwise provided for in the Contract, the Operating Day Rate will become payable, from the time the well is spud-in until the rig is released for inter location movement (or on de-hiring) and during but not limited to the following operations:

- (i) Drilling, Coring, Fishing.
- (ii) Tripping with Contractor's or Company's drill pipes.
- (iii) Circulating drilling fluid.
- (iv) Reaming, conditioning hole, hole opening.
- (v) Making up and breaking down drill pipe, drill collars, tubing and other tubular.
- (vi) Drilling out cement, collar and shoe.
- (vii) Production tests with Contractor's drill pipe.
- (viii) Any other operations with use of Contractor's drill pipes.
- (ix) Casing running and cementation.
- (x) Mixing or conditioning mud with Contractor's drill pipe in the hole.
- (xi) Retrieving casing.
- (xii) Effluent treatment
- (xiii) Well killing / controlling

4.0 STANDBY DAY RATE (Per 24 Hrs. day):(SDR)

Except where otherwise provided for in the Contract, the Standby Day Rate of the Personnel will be payable under the following conditions:

- (i) Waiting on cement
- (ii) Assembling and dis-assembling of BOP and well head hook-up.
- (iii) Electric logging and wire line operations (both open and cased hole).
- (iv) Production testing with Company's (other service providers) drill pipe or tubing.
- (v) Waiting on order.
- (vi) Waiting on company's (other service providers) equipment, materials and services.
- (vii) For all time during which the company at its option may suspend operations.
- (viii) Waiting for day light for certain production testing operation.
- (ix) During inspection

5.0 INTER LOCATION MOVEMENT RATE [LUMPSUM]: (ILM)

- (a) Inter-location movement will start from the moment the Company releases the waste disposal service at previous location and shall end after the rig up at next location is completed and the well is spud-in. The waste disposal service equipment are to be transferred to next location after rig down.

Before spud-in at next location, the Contractor shall complete all the jobs for commencement of operation,.

- (b) Inter-location movement of waste disposal package should be completed within a period of ten (10) days but shall be extended, in case of Force Majeure, by the period for which the Force Majeure conditions last.
- (c) The Inter location movement operation will include the clearing of the drilling location off all materials of waste disposal service and made free from all pollutants for restoration of the drill-site.
- (d) No Day Rate will be payable when inter-location move rate is applicable during ILM.
- (e) Lump Sum charges shall be payable during the period of Inter Location Movement which includes all fees, duties, taxes, insurance, freight.

6.0 TANGIBLE COST FOR WASTE DISPOSAL SERVICES: (TAN)

- (a) Rental Charge for Waste Disposal Equipment/tools on monthly basis.
- (b) Rental charge shall be considered from the date when the waste disposal system/package is lined up with the Rig and ready for spud in.
- (c) Month is considered based on 30 days and pro-rata wherever required in case of less than 30 days will be made based on 30 days.
- (d) No Rental Charge for Waste Disposal Equipment/tools on monthly basis shall be paid during Inter location movement (ILM).

7.0 FORCE MAJEURE DAY RATE (Per 24 Hrs. day): (FMDR)

- (a) The Force Majeure Day Rate shall be payable during the first 15 (fifteen) days period of Force Majeure. No payment shall accrue to the Contractor beyond the first 15 (fifteen) days period unless mutually agreed upon.
- (b) Payment towards Force Majeure Day Rate shall be 50% of equivalent Operating Spread/day Rate.

BB: SCHEDULE OF QUANTITY & RATES:

The estimated quantities, Units of measurement (Unit) for the services against this tender are shown below and bidders are requested to offer their rates in **Proforma-B** given below which is to be submitted in a separate sealed envelope as Price Bid.

PROFORMA-B

SL. NO.	PARTICULARS	UNIT	QTY.	RATE	AMOUNT
		(a)	(b)	(c)	(d)=(b) x (c)
				USD	USD
1	Mobilization charges of Waste Disposal Equipment, tool, vehicle (MOB)	LUMPSUM	1		T1
2	De-Mobilization charges of Waste Disposal Equipment, tool, vehicle (DMOB)	LUMPSUM	1		T2
3	Inter Location Movement charges of Waste Disposal Equipment, tool, vehicle (ILM)	LUMPSUM	1		T3
TANGIBLE COST FOR WASTE DISPOSAL SERVICES: (TAN)					
4	Rental charges for waste disposal equipment/ tool	MONTH	6		T4
OPERATION DAY RATE: (ODR)					
5	Operating Spread Rate for waste disposal Equipment with personnel	DAY	108		A1
6	Operating Spread Rate for waste transportation with Personnel	DAY	108		A2
TOTAL OPERATION DAY RATE (ODR)					T5= A1+A2
STANDBY DAY RATE (SDR):					
WASTE DISPOSAL SERVICES:					
7	Standby Day Rate for Waste Disposal Service personnel	DAY	30		T6
TOTAL EVALUATED COST					T= T1+T2+T3+T4+T5+T6

Notes:

1. The quantities indicated are for estimation and evaluation of total cost for comparison purpose only. However, payment will be made as per actuals.
2. Bidders may refer Part-3, Section-IV of this tender for proper bidding of the rates.
3. No other charge payable to the Contractor 'Job-Wise' or 'Job-Nature' wise.
4. Rates and charges shall be fully inclusive of all applicable taxes, costs, insurance cost, expenses, overheads and profit arising out of services, personnel and equipment but excluding CSS and TVA. However, OIL under exploration phase is exempted from paying of TVA & CSS. OIL will provide TVA exemption certificate against each invoice.
5. The above Price schedule shall be read in conjunction with General Conditions of Contract, Scope of Work/Technical Specification, Special Conditions of Contract and Instructions to Bidders of this Bid document.

END OF SECTION-IV

SECTION-V

GENERAL HEALTH, SAFETY & ENVIRONMENT (HSE) POINTS: The following safety guide lines/measures will be strictly followed by the contractor.

- 1) 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 where it is operating. Ensure that all sub-contractors hired by him comply with the same requirement as the contractor himself and shall be liable for ensuring compliance all HSE laws by the sub or sub-sub-contractors.
- 2) Every person deployed by the contractor in a mine must wear safety gadgets to be provided by the contractor. The Contractor shall provide proper Personnel Protective Equipment(PPE) as per the hazard identified and risk assessed for the job and conforming to statutory requirement and company PPE schedule. Safety appliances like protective footwear, Safety Helmet and Full Body harness has to be as per the international standard. It will be the Contractor's sole responsibility to ensure that the persons engaged by him in the mines use the proper PPE while at work. All the safety gears mentioned above are to be provided to the working personnel before commencement of the work.
- 3) The Contractor shall prepare written Safe Operating Procedure (SOP) for the work to be carried out, including an assessment of risk, wherever possible and safe methods to deal with it/them. The SOP should clearly state the risk arising to men, machineries & material from the mining operation/operations to be done by the contractor and how it is to be managed.
- 4) The contractor shall provide a copy of the SOP to the person who shall be supervising the contractor's work.
- 5) Keep an up to date SOP and provide a copy of changes to a person who shall be supervising the contractor's work.
- 6) Contractor has to ensure that all work is carried out in accordance with the Statute and SOP and for the purpose he may deploy adequate qualified and competent personnel for the purpose of carrying out the job in a safe manner.
- 7) 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 and safety of workers engaged by him. The crew members will not refuse to follow any instruction given by company's representative for safe operation.
- 8) 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.
- 9) Any compensation arising due to accident of the Contractor's personnel while carrying out the job, will be payable by the contractor.

- 10) The contractor shall have to report all incidents including near miss to company representative of OIL.
- 11) The contractor has to keep a register of the persons employed by him/her. The contractor's supervisor shall take and maintain attendance of his men every day for the work, punctually.
- 12) If the company arranges any safety class/training for the working personnel at site (company employee, contractor worker, etc.) the contractor will not have any objection to any such training.
- 13) To arrange daily tool box meeting and regular site safety meetings and maintain records and submit the same to OIL.
- 14) Records of daily attendance, accident report etc. are to be maintained by the contractor.
- 15) A contractor employee must, while at work, take reasonable care for the health and safety of people who are at the employee's place of work and who may be affected by the employee's act or omissions at work.
- 16) A contractor employee must, while at work, cooperate with his or her employer or other persons as far as is necessary to enable compliance with any requirement under the act or the regulations that is imposed in the interest of health, safety and welfare of the employee or any other person.
- 17) In case Contractor is found non-compliant of HSE laws as required, company will have the right for directing the contractor to take action to comply with the requirements, and for further non-compliance, the contractor may be penalized prevailing relevant Acts/ Rules/Regulations.
- 18) 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 will have the right to direct the contractor to cease work until the non-compliance is corrected.
- 19) Special precautions must be taken by the contractor for all its personnel to protect them from any disease/ epidemic as known or prevalent in the country/area. All vaccinations, immunization procedures against these diseases must be maintained as per local law.
- 20) As the place of work is in the forest area, any conflict or danger/damage from and to the animal/forest dwellers must be prevented with special care and to follow QHSE procedures.
- 21) The contractor should prevent the frequent change of his contractual employees as far as practicable.
- 22) The contractor should frame a mutually agreed bridging document between OIL & the contractor with roles and responsibilities clearly defined.

- 23) For any HSE matters not specified in the contract document, the contractor will abide the relevant and prevailing Acts/rules/regulations/pertaining to Health, Safety and Environment and as described in the Environmental Impact Assessment (EIA) report which is available at the Office of the Gabon-Project, OIL INDIA LTD.

END OF SECTION-V

PROFORMA FOR BIO DATA OF KEY PERSONNEL

1. NAME:
2. PRESENT ADDRESS:
3. PERMANENT ADDRESS:
4. FATHER'S NAME:
5. NATIONALITY:
6. PASSPORT NO. AND VALIDITY:
(IN CASE OF EXPATRIATE)
7. DESIGNATED POST:
8. EDUCATIONAL QUALIFICATION:
9. DATE OF BIRTH:
10. EXPERIENCE IN REVERSE ORDER:



NOTE: In case of replacement of the key personnel, the replacement personnel must have the requisite qualification and experience as per Terms of Reference (**Section-II**) and shall submit their credentials along with their recent photographs to Company for approval of Company.

**BIDDERS’S EXPERIENCE STATEMENT DURING LAST SEVEN YEARS UPTO
THE ORIGINAL BID CLOSING DATE**

Tender No: OIL/GABON/ ENQ-WASTE MGMT /304 /2024

Detail of Experience in providing Waste Disposal Services during last 7 (seven) years preceding original bid closing date.

Sl. No.	Contract No	Name & contact details of client	Place of operation	Commencement date of contract	Completion date of contract
1					
2					
3					
4					

N.B: Please add rows as required.

ANNEXURE-IV(A)

**DETAILS OF CURRENT WORK IN HAND AND OTHER CONTRACTUAL
COMMITMENTS OF SERVICE PROVIDER / VENDOR / CONTRACTOR:**

Sl. No.	Contract No	Name & contact details of client	Place of operation	Commencement date of contract	Completion date of contract
1					
2					
3					
4					

N.B: Please add rows as required.

CERTIFICATE OF ANNUAL TURNOVER & NET WORTH

TO BE ISSUED BY PRACTISING **CHARTERED ACCOUNTANTS' FIRM** ON THEIR LETTER HEAD

TO WHOM IT MAY CONCERN

This is to certify that the following financial positions extracted from the audited financial statements of M/s..... (Name of the Bidder/Vendors/Contractors/Service Providers) for the last three (3) completed accounting years upto**(as the case may be)** are correct.

YEAR	TURN OVER (In US \$ Million)*	NET WORTH (In US \$ Million)*

*Rate of Conversion (if used any): USD 1.00 =.....(currency)

Place:

Date:

Seal:

Membership No. :

Registration Code:

Signature

ANNEXURE-VI

(To be typed on the letter head of the bidder)

(Format of undertaking by Bidders towards Balance sheet/Financial Statements, if Not audited so far during last six months reckoned from original bid closing date)

TO,

**THE GENERAL MANAGER-GABON
OIL INDIA LIMITED, GABON PROJECT,
LA SABLIERE, LIBREVILLE, BP:23134, GABON**

Sub: Undertaking for Balance sheet/Financial Statements

Ref: Tender No: OIL/GABON/ ENQ-WASTE MGMT /304 /2024

This is to certify that “the balance sheet as on (Dated) / Financial Statements” for the financial year/current year ended on..... (Dated) of (Name of the Company) for the financial year (as the case may be) **has not been audited so far.**

Yours faithfully,
For (type name of the firm here)

Signature of Authorised Signatory

Name :

Designation :

Phone No. :

Place :

Date :

(Affix Seal of the Organization here, if applicable)

ANNEXURE-VII

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

Ref: Tender No: OIL/GABON/ ENQ-WASTE MGMT /304 /2024

To,
**THE GENERAL MANAGER-GABON
OIL INDIA LIMITED, GABON PROJECT,
LA SABLIERE, LIBREVILLE, BP:23134, GABON**

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 EMD and/or 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 Authorised Signatory

Name :

Designation :

Phone No. :

Place :

Date :

(Affix Seal of the Organization here)

ANNEXURE-VIII

(To be typed on the letter head of the bidder)

Ref. No _____

Date _____

Sub: Undertaking for Mobilization of entire Waste Disposal Package with manpower and associated service including supply of all tools/equipment/consumables

Ref: Tender No: OIL/GABON/ ENQ-WASTE MGMT /304 /2024

To,

**THE GENERAL MANAGER-GABON
OIL INDIA LIMITED, GABON PROJECT,
LA SABLIERE, LIBREVILLE, BP:23134, GABON**

Sir,

With reference to our offer against above-referred tender, we hereby confirm that the entire Rig Package with manpower and associated service including all tools/equipment/consumables/items will be mobilized within **90 (Ninety) days** at first drilling location of Oil India Limited, Gabon from the date of issue of Letter of Award(LOA)/Mobilization Notice.

The items/consumables to be supplied in case of award of contract are mentioned in Part-3, Section-II as Scope of Work/Terms of Reference/Technical Specification of the tender.

Yours faithfully,
For *(type name of the firm here)*

Signature of Authorised Signatory

Name :

Designation :

Phone No. :

Place :

Date :

(Affix Seal of the Organization here)

ANNEXURE-IX

(To be typed on the letter head of the bidder)

Ref. No _____

Date _____

Sub: Undertaking for Key Personnel with requisite qualification & experience for deployment in the event of an Agreement/Contract

Ref: Tender No: OIL/GABON/ ENQ-WASTE MGMT /304 /2024

**THE GENERAL MANAGER-GABON
OIL INDIA LIMITED, GABON PROJECT,
LA SABLIERE, LIBREVILLE, BP:23134, GABON**

Sir,

With reference to our offer/quotation against your above-referred tender, we hereby undertake that we have the key personnel meeting the requisite qualification & experience and can deploy them for job execution in the event of an Agreement.

We also agree that, in case any of the information/documents submitted by us are found to be false/ inconsistent, OIL has right to reject our bid at any stage 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 Authorised Signatory

Name :

Designation :

Phone No. :

Place :

Date :

(Affix Seal of the Organization here, if applicable)

BID FORM

TO,
OIL INDIA LIMITED,
GABON PROJECT, LIBREVILLE

IFB/Tender No: OIL/GABON/ ENQ-WASTE MGMT /304/2024

Gentlemen,

Having examined the General and Special Conditions of Contract and the Terms of Reference including all attachments thereto, the receipt of which is hereby duly acknowledged, we the undersigned offer to perform the services in conformity with the said conditions of Bid Documents and Terms of Reference including Addenda / Corrigenda Nos. for the sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Bid.

We undertake, if our Bid is accepted, to commence the work within (_____) days calculated from the date of issue of Letter of Award (LOA).

If our Bid is accepted, we will obtain the Performance Security / Security Deposit/guarantee of a bank as specified in Section-I of tender document for the due performance of the Contract.

We agree to abide by this Bid for a period of _____ days from the date fixed for Bid closing and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

Until a formal Contract is prepared and executed, this Bid, together with your written acceptance thereof in your notification of award shall constitute a binding Contract between us.

We understand that you are not bound to accept the lowest or any Bid you may receive.

Place: [Signature of Authorized Signatory of Bidder]
Date: Name:
Designation:
Seal:

Duly authorized to sign Bid for and on behalf of

.....
[Signature of Witness]
Name of Witness:
Address:

STATEMENT OF NON-COMPLIANCE
(Only exceptions/deviations to be rendered)

IFB/Tender No: OIL/GABON/ ENQ-WASTE MGMT /304/2024

1.0 The Bidder shall furnish detailed statement of **exceptions/deviations**, if any, to the tender 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

*** Add more rows, if required**

2.0 In addition to the above the Bidder shall furnish detailed information pertaining to construction, operational requirements, velocity-pattern, added technical features, if any and limitations etc. of the Inspection Tool proposed to be deployed.

Authorised Person’s Signature: _____

Name: _____

Designation: _____

Seal of the Bidder:

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 technical bid), then it would be construed that the bidder has not taken any exception/deviation to the tender requirements.

PROFORMA-E

To,

**THE GENERAL MANAGER-GABON
OIL INDIA LIMITED, GABON PROJECT,
LA SABLIERE, LIBREVILLE, BP:23134, GABON**

**Sub: CERTIFICATE ON AWARENESS OF OPERATIONAL AREA & STATUTORY RULES &
REGULATIONS OF GABON**

Ref: Tender No.OIL/GABON/ ENQ-WASTE MGMT /304/2024

Sir,

This is to certify that we the undersigned is fully aware and conversant with operational area and is also fully aware of rules and regulations, terms & conditions and other statutory requirements including Financial & Tax laws of Gabon to perform the job as per "SCOPE OF WORK/TERMS OF REFERENCE" (**Section-II**) mentioned under this tender. We shall obtain all necessary clearances before commencement of jobs as per laws of Gabon and shall not damage the environment arising out of the work under this contract

Yours faithfully,
For (*type name of the firm here*)

Signature of Authorised Signatory

Name :

Designation :

Phone No. :

Place :

Date :

(*Affix Seal of the Organization here*)

PROFORMA LETTER OF AUTHORITY

To,

**OIL INDIA LIMITED,
GABON PROJECT, LIBREVILLE**

IFB/Tender No: OIL/GABON/_ENQ-WASTE MGMT /304/2024

Sir,

We _____ confirm that Mr. _____ (Name and address) is authorised to represent us to Bid, negotiate and conclude the agreement on our behalf with you against Tender Invitation No. **OIL/GABON/ENQ-WASTE MGMT /304/2024** for hiring of services for _____.

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

Yours Faithfully,

Authorised Person's Signature: _____

Name: _____

Designation: _____

Seal of the Bidder:

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. If signed by a consortium, it shall be signed by members of the consortium.

AUTHORISATION FOR ATTENDING BID OPENING

To,

**OIL INDIA LIMITED,
GABON PROJECT, LIBREVILLE**

Sir,

IFB/Tender No: OIL/GABON/ENQ-WASTE MGMT/304/2024

We authorise Mr. /Mrs. _____ (Name and address) to be present at the time of opening of the above IFB/Tender due on _____ at Libreville (Gabon) on our behalf.

Yours Faithfully,

Authorised Person's Signature: _____

Name: _____

Designation: _____

Seal of the Bidder:

Note: This letter of authority shall be on printed letter head of the Bidder and shall be signed by a person who signs the bid.

FORM OF PERFORMANCE BANK GUARANTEE

To,

OIL INDIA LIMITED,
GABON PROJECT, LIBREVILLE

WHEREAS _____ (*Name and address of Contractor*)
(hereinafter called "Contractor") had undertaken, in pursuance of Contract No.
_____ to execute (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 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 argument, 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 there under 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.:
 - SWIFT/IFSC CODE OF THE BANK:

B. Controlling Office:

Address of the Controlling Office of the BG issuing 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 Bank _____

Address _____

Witness : _____

Address : _____

Date: _____

Place: _____

AGREEMENT FORM

This Agreement is made on ____ day of _____ between Oil India Limited, a Government of India Enterprise, incorporated under the Companies Act 1956, having its registered office at Duliajan in the State of Assam(India), hereinafter called the "Company" which expression unless repugnant to the context shall include executors, administrators and assignees on the one part, and M/s. _____ (Name and address of Contractor) hereinafter called the "Contractor" which expression unless repugnant to the context shall include executors, administrators and assignees on the other part,

WHEREAS the Company desires that Services _____ (brief description of services) should be provided by the Contractor as detailed hereinafter or as Company may requires;

WHEREAS, Contractor engaged themselves in the business of offering such services represents that they have adequate resources and equipment, material etc. in good working order and fully trained personnel capable of efficiently undertaking the operations and is ready, willing and able to carry out the said services for the Company as per Section-II attached herewith for this purpose and

WHEREAS, Company had issued a firm Letter of Award(LOA) No. _____ dated _____ based on Offer No. _____ dated _____ submitted by the Contractor against Company's IFB/Tender No. **OIL/GABON/ENQ-WASTE MGMT/304/2024**. All these aforesaid documents shall be deemed to form and be read and construed as part of this agreement/contract. However, should there be any dispute arising out of interpretation of this contract in regard to the terms and conditions with those mentioned in Company's tender document and subsequent letters including the Letter of Intent and Contractor's offer and their subsequent letters, the terms and conditions attached hereto shall prevail. Changes, additions or deletions to the terms of the contract shall be authorized solely by an amendment to the contract executed in the same manner as this contract.

NOW WHEREAS, in consideration of the mutual covenants and agreements hereinafter contained, it is hereby agreed as follows -

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.

2. In addition to documents herein above, the following Sections and Annexures attached herewith shall be deemed to form and be read and construed as part of this agreement viz.:

- | | |
|-----------------|---|
| (a) Section-I | indicating the General Conditions of this Contract; |
| (b) Section-II | indicating the Terms of Reference; |
| (c) Section-III | indicating the Special Terms & Condition; |
| (d) Section-IV | indicating the Schedule of Rates. |
| (e) Section-V | indicating HSE policy |

3. In consideration of the payments to be made by the Company to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Company to provide the Tender No: OIL/GABON/ENQ-WASTE MGMT /304 /2024

Services and to remedy defects therein in conformity in all respect with the provisions of this Contract.

4. The Company hereby covenants to pay the Contractor in consideration of the provision of the Services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of this Contract at the times and in the manner prescribed by this Contract.

IN WITNESS thereof, each party has executed this contract at Libreville, Gabon as of the date shown above.

Signed, Sealed and Delivered,

For and on behalf of
Company (Oil India Limited)

for and on behalf of Contractor
(M/s. _____)

Name:

Name:

Status:

Status:

In presence of

In presence of

1.

1.

2.

2.

PARENT/ULTIMATE PARENT/HOLDING COMPANY'S CORPORATE GUARANTEE
TOWARDS FINANCIAL STANDING

(Delete whichever not applicable)

(TO BE EXECUTED ON COMPANY'S LETTER HEAD)

DEED OF GUARANTEE

THIS DEED OF GUARANTEE executed at this day of by M/s (mention complete name) a company duly organized and existing under the laws of (insert jurisdiction/country), having its Registered Office at hereinafter called "the Guarantor" which expression shall, unless excluded by or repugnant to the subject or context thereof, be deemed to include its successors and permitted assigns.

WHEREAS

M/s. Oil India Limited (hereinafter referred to as OIL) has invited offers vide their Tender No. **OIL/GABON/ENQ-WASTE MGMT/304/2024** for _____ and M/s _____ (Bidder) intends to bid against the said tender and desires to have Financial support of M/s _____ [Parent/Ultimate Parent/Holding Company (Delete whichever not applicable)] and whereas Parent/Ultimate Parent/Holding Company (Delete whichever not applicable) represents that they have gone through and understood the requirements of subject tender and are capable and committed to provide the Financial support as required by the bidder for qualifying and successful execution of the contract, if awarded to the bidder.

Now, it is hereby agreed by the Guarantor to give this Guarantee and undertakes as follows:

1. The Guarantor confirms that the Bidder is a 100% subsidiary of the Guarantor.
2. The Guarantor agrees and confirms to provide the Audited Annual Reports of any of the preceding 03(three) financial/accounting years reckoned from the original bid closing date.
3. The Guarantor have an annual financial turnover of minimum **US\$ 385,000** (US Dollar Three Hundred Eighty Five Thousand) during any of the preceding 03(three) financial/accounting years reckoned from the original Bid Closing Date.
4. **Net worth** of the Guarantor is positive for preceding financial/ accounting year.
5. The Guarantor undertakes to provide financial support to the Bidder for executing the project/job, in case the same is awarded to the Bidder.
6. The Guarantor represents that:

- (a) this Guarantee herein contained shall remain valid and enforceable till the satisfactory execution and completion of the work (including discharge of the warranty obligations) awarded to the Bidder.
- (b) the liability of the Guarantor, under the Guarantee, is limited to the 50% of the annualized contract price entered between the Bidder and OIL. This will, however, be in addition to the forfeiture of the Performance Guarantee furnished by the Bidder.
- (c) this Guarantee has been issued after due observance of the appropriate laws in force in Gabon.
- (d) this Guarantee shall be governed and construed in accordance with the laws in force in Gabon and subject to the exclusive jurisdiction of the courts of , Gabon.
- (e) this Guarantee has been given without any undue influence or coercion, and that the Guarantor has fully understood the implications of the same.
- (f) the Guarantor has the legal capacity, power and authority to issue this Guarantee and that giving of this Guarantee and the performance and observations of the obligations hereunder do not contravene any existing laws.

For and on behalf of
(Bidder)

For and on behalf of
(Parent/Ultimate Parent/Holding
Company *Delete whichever not
applicable*)

Witness:

- 1.
- 2.

Witness:

- 1.
- 2.

PROFORMA-K

**FORMAT OF AGREEMENT BETWEEN BIDDER AND THEIR PARENT COMPANY /
100% SUBSIDIARY COMPANY (As the case may be)**

NOT APPLICABLE

PROFORMA-L

**PARENT COMPANY/ SUBSIDIARY COMPANY GUARANTEE
(Delete whichever not applicable)**

NOT APPLICABLE

PROFORMA-M

To,

**THE GENERAL MANAGER-GABON
OIL INDIA LIMITED, GABON PROJECT,
LA SABLIERE, LIBREVILLE, BP: 23134, GABON**

SUB: SAFETY MEASURES

DESCRIPTION OF WORK/SERVICE: Hiring of Service Provider for Waste Disposal Management ” required to drill 2(two) exploratory vertical wells at locations LE & C.

IFB/Tender No: OIL/GABON/ ENQ-WASTE MGMT /304/2024

Sir,

We hereby confirm that we have fully understood the safety measures to be adopted during execution of the above contract and that the same have been explained to us by the concerned authorities. We also give the following assurances.

- a) Only experienced and competent persons shall be engaged by us for carrying out work under the said contract.
- b) The names of the authorized persons who would be supervising the jobs on day to day basis from our end are the following:
 - (i) _____
 - (ii) _____
 - (iii) _____

The above personnel are fully familiar with the nature of jobs assigned and safety precautions required.

- c) Due notice would be given for any change of personnel under item(b) above.
- d) We hereby accept the responsibility for the safety of all the personnel engaged by us and for the safety of the Company's personnel and property involved during the course of our working under this contract. We would ensure that all the provisions under the Gabonese Law for safety and other safety rules related to execution of our work would be strictly followed by our personnel. Any violation pointed out by the Company's Engineers would be rectified forthwith or the work suspended till such time the rectification is completed by us and all expenditure towards this would be on our account.
- e) We confirm that all persons engaged by us would be provided with the necessary Safety Gears at our cost.

f) All losses caused due to inadequate safety measures or lack of supervision on our part would be fully compensated by us and the Company will not be responsible for any lapses on our part in this regard.

g) We shall abide by the following HSE (Health Safety & Environment) points:

Yours faithfully,
For (type name of the firm here)

Signature of Authorised Signatory

Name :

Designation :

Phone No. :

Place :

Date :

(Affix Seal of the Organization here)

*******END*******