



ऑयल इंडिया लिमिटेड
(भारत सरकार का उद्यम)
Oil India Limited
(A Government of India Enterprise)

Conquering Newer Horizons

Gabon Project, La Sablière, Immeuble FIDJI, (près de l'ancienne Cour Constitutionnelle)
Tel : +(241) – 01442992, E-mail : oilgabonproject@gmail.com; BP : 23134 Libreville, Gabon

Amendment No. 6 dated 13.12.2019

To Tender No: OIL/GABON/ENQ-RIG SERVICE/50/2019 dated 12.09.2019

This Amendment No. 6 dated 13.12.2019 to IFB/Tender No: OIL/GABON/ENQ-RIG SERVICE/50/2019 for “Charter Hire of a 1400 HP(minimum) capacity land Drilling Rig Package with requisite manpower including supply of all drilling consumables (Bits, Casings etc.)/materials and related services” required to drill 2(two) exploratory vertical wells at locations LE & C with an option for extension of the contract to another drilling location at the sole option of the Company (OIL) at the same terms and conditions and mutually agreed rates but not higher than the original rate(s) for OIL, Gabon Project is issued to amend the tender terms & conditions as mentioned below:

Part/Section/ Clause No.		Original Clause Description	Modified Clause Description
PART-3, SECTION-I, GENERAL CONDITIONS OF CONTRACT (GCC)			
Part-3, Section-I GCC	14.1	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. A party wishing to commence arbitration proceeding shall invoke Arbitration Clause by giving 30 days’ notice to	Arbitration Clause (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

	<p>the other party. The notice invoking arbitration shall specify all the points of dispute with details of the amount claimed to be referred to arbitration at the time of invocation of arbitration and not thereafter. If the claim is in foreign currency, the claimant shall indicate its value in US\$ currency for the purpose of constitution of the arbitral tribunal.</p> <p>2. The number of arbitrators and the appointing authority will be as under:</p> <table border="1"> <tr> <th>Claim amount (excluding claim for interest and counter claim, if any)</th><th>Number of Arbitrator</th><th>Appointing Authority</th></tr> <tr> <td>Upto US\$ 0.7 Million (equivalent to INR 5 Crore)</td><td>Sole Arbitrator</td><td>OIL</td></tr> <tr> <td>Above US\$ 0.7 Million (equivalent to above INR 5 Crore)</td><td>3 Arbitrators</td><td>One Arbitrator by each party and the 3rd Arbitrator, who shall be the presiding Arbitrator, by the two Arbitrators.</td></tr> </table> <p>3. The parties agree that they shall appoint only those persons as arbitrators who accept the conditions of the arbitration clause. No person shall be appointed as Arbitrator or Presiding Arbitrator who does not accept the conditions of the arbitration clause.</p> <p>4. Parties agree that there will be no objection if the</p>	Claim amount (excluding claim for interest and counter claim, if any)	Number of Arbitrator	Appointing Authority	Upto US\$ 0.7 Million (equivalent to INR 5 Crore)	Sole Arbitrator	OIL	Above US\$ 0.7 Million (equivalent to above INR 5 Crore)	3 Arbitrators	One Arbitrator by each party and the 3rd Arbitrator, who shall be the presiding Arbitrator, by the two Arbitrators.	<p>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.</p> <p>(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.</p> <p>(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.</p> <p>(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.</p> <p>(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.</p> <p>(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</p>
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Above US\$ 0.7 Million (equivalent to above INR 5 Crore)	3 Arbitrators	One Arbitrator by each party and the 3rd Arbitrator, who shall be the presiding Arbitrator, by the two Arbitrators.									

	<p>Arbitrator appointed holds equity shares of OIL and/or is a retired officer of OIL/any Public Sector Undertaking of India(Govt Officer). However, neither party shall appoint its serving employees as arbitrator.</p> <p>5. If any of the Arbitrators so appointed dies, resigns, becomes incapacitated or withdraws for any reason from the proceedings, it shall be lawful for the concerned party/arbitrators to appoint another person in his place in the same manner as aforesaid. Such person shall proceed with the reference from the stage where his predecessor had left if both parties consent for the same; otherwise, he shall proceed de novo.</p> <p>6. Parties agree that neither shall be entitled for any pre-reference or pendente-lite interest on its claims. Parties agree that any claim for such interest made by any party shall be void.</p> <p>7. The arbitral tribunal shall make and publish the award within time stipulated as under:</p> <table><tr><td>Amount of Claims and counter claims(excluding interest)</td><td>Period for making and publishing of the award(counted from the date of first meeting of the Arbitrators)</td></tr><tr><td>Upto US\$ 0.7 Million (equivalent to INR 5 Crore)</td><td>Within 8 months</td></tr><tr><td>Above US\$ 0.7 Million (equivalent to above INR 5 Crore)</td><td>Within 12 months</td></tr></table> <p>The above time limit can be extended by Arbitrator, for reasons to be recorded in writing, with the consent of the other parties.</p>	Amount of Claims and counter claims(excluding interest)	Period for making and publishing of the award(counted from the date of first meeting of the Arbitrators)	Upto US\$ 0.7 Million (equivalent to INR 5 Crore)	Within 8 months	Above US\$ 0.7 Million (equivalent to above INR 5 Crore)	Within 12 months	<p>appointed.</p> <p>(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).</p> <p>(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.</p> <p>(9) They decide the dispute submitted to them in accordance with the rules of law.</p> <p>(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.</p> <p>(11) For the communication of their files, the parties elect domicile at their respective addresses.</p> <p>(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).</p> <p>(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</p>
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Upto US\$ 0.7 Million (equivalent to INR 5 Crore)	Within 8 months							
Above US\$ 0.7 Million (equivalent to above INR 5 Crore)	Within 12 months							

	<p>8. 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.</p> <p>9. Each party shall be responsible to make arrangements for the travel and stay etc. of the arbitrator pointed by it. Claimant shall also be responsible for making arrangements for travel/stay arrangements of the Presiding Arbitrator and the expenses incurred shall be shared equally by the parties. In case of sole arbitrator, OIL shall make all necessary arrangements for his travel, stay and the expenses incurred shall be shared equally by the parties.</p> <p>10. The Arbitration shall be held at the place from where the contract has been awarded. However, parties to the contract can agree for a different place for the convenience of all concerned.</p> <p>11. The Arbitrator(s) shall give reasoned and speaking award and it shall be final and binding on the parties.</p> <p>12. Subject to aforesaid, provisions of the Arbitration and Conciliation Act, 1996 and any statutory modifications or re-enactment thereof shall apply to the arbitration proceedings under this clause.</p>	<p>parties.</p> <p>(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.</p>
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All other terms & conditions of the Bid Documents remain unchanged.
