

Conquering Newer Horizons

OIL INDIA LIMITED GABON PROJECT

(A GOVERNMENT OF INDIA ENTERPRISE)

La Sablière, Immeuble FIDJI, (Près de l'ancienne Cour Constitutionnelle) BP : 23134 Libreville, Gabon

Tel: +(241) - 01442992, E-mail: oilgabonproject@gmail.com

TENDER NO: OIL/GABON/ENQ-MLU/56/2019

(Tender to be submitted in physical format in 3(three) sets)

TENDER DOCUMENT

FOR

"HIRING OF MUD LOGGING UNIT [MLU] & SERVICES WITH ALL EQUIPMENT, CONSUMABLES AND MANPOWER FOR 2(TWO) EXPLORATORY VERTICAL WELLS" IN SHAKTHI BLOCK-II EXPLORATION BLOCK, GABON 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) OF THE CONTRACT.

Tender Closing Date & Time : 24.01.2020 at 13:30 Hrs(GST)
Tender Opening Date & Time : 24.01.2020 at 14:00 Hrs(GST)

EMD Amount : Not Applicable

Type of Tender : Single Stage Two Bid Limited

Tender Fee : NIL

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GABON PROJECT

La Sablière, Immeuble FIDJI (Près de l'ancienne Cour Constitutionnelle) BP: 23134 Libreville, Gabon Tel: + (241) – 01 44 29 92

> Email: oilgabonproject@gmail.com Website: www.oil-india.com

FORWARDING LETTER
TO,

Subject: "Hiring of Mud Logging Unit [MLU] & Services with all Equipment, Consumables and Manpower for 2(two) exploratory vertical wells" in Shakthi Block-II Exploration Block, Gabon 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) of the contract.

TENDER NO: OIL/GABON/ENQ-MLU/56/2019

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 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 & Transportation of crude oil & 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 has floated the above limited tender shortlisted through Expression of Interest (EOI) who qualified the prequalifying criteria. OIL now invites International Competitive Bids (ICB-Limited) from the short listed competent & experienced parties/contractors for "Hiring of Mud Logging Unit [MLU] & Services with all Equipment, Consumables and Manpower for 2(two) exploratory vertical wells" in Shakthi Block-II Exploration Block, Gabon 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) of the contract. 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

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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:

SI. No.	Description		
(i)	Tender No & Date	:	OIL/GABON/ENQ-MLU/56/2019 Dated 31.12.2019
(ii)	Type of Bid	:	Single Stage Two Bid System (Physical submission of documents)
(iii)	Bid Closing Date & Time	:	24.01.2020 at 13:30 Hrs (Gabon Standard Time)
(iv)	Technical Bid Opening Date & Time	:	24.01.2020 at 14:00 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) - 01442992
(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) – 01442992
(viii)	Tender Fee	:	Not Applicable
(ix)	Bid Security/Earnest Money Deposit (EMD)	:	Not Applicable
(x)	Bid Validity	:	120 (One Hundred and Twenty) Days from Bid Opening Date
(xi)	Amount of Performance Security	:	10% of Total contract value
(xii)	Validity of Performance Security	:	Upto 3(three) months beyond the completion of contract period
(xiii)	Duration of Contract	:	10(Ten) months from the date of issue of Mobilization Notice till completion of de-mobilization with an option of extension of the contract to another well at same terms & conditions and mutually agreed rates but not higher than original rates of the contract.
(xiv)	Mobilization Time	:	To be completed within 90(Ninety) days from the date of issue of Mobilization Notice
(xv)	Quantum of Liquidated Damage for Default in	:	Refer clause No. 21.0 of General Conditions of Contract.

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	Timely Completion		
(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: +(241) – 01442992
(xvii)	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 This Tender has been restricted to following short-listed parties on Limited tender basis.
 - (i) Oil Field Instrumentation(India) Pvt. Ltd., Mumbai, India
 - (ii) Schlumberger Gabon SA, Gabon
 - (iii) GEOLOG GABON SARL, Port-Gentil, Gabon
 - (iv) Great Wall Drilling Company, China
 - (v) Geologging Industries Ltd, Mumbai, India
 - (vi) CYRATRON Techmation & Oilex Systems Pvt Ltd, Goa, India

The bidders are short-listed by Company through Expression of Interests (EOI). <u>However, other interested Service Providers</u>, who can meet the 'Qualifying criteria' as indicated in the tender, may also, apply for issue of Tender documents. Such application must reach the office of General Manager-Gabon Project, Libreville, Gabon on or before 12.01.2020 (up to 17:00 Hrs Gabon Standard Time). The application must be complete in all respects and the same should accompany all the requisite documents as indicated in the Bid Evaluation Criteria (BEC) as per Part-2 of the tender, failing which the application will be considered as rejected.

New Bidders if applied for, must ensure that the application is complete in all respect and the same should accompany all the requisite documents as indicated in PART-2 herein i.e., Bid Evaluation Criteria (BEC)/Bid Rejection Criteria (BRC), failing which the application will be considered as incomplete/rejected and the party will not be permitted to participate against the Tender.

Late application will not be entertained. Company shall not be responsible for any postal delay/transit loss. Timely delivery of the Application complete with requisite documents shall be the sole responsibility of the Applicant.

6.0 Tender Document will be issued physically/e-mail by Company in the name of interested vendor who qualifies the Bid Evaluation Criteria (BEC) in Part-2 of the tender. The interested Vendors who are not short-listed through EOI as mentioned in para 5.0 above, should submit their applications together with relevant documents to establish their credential in terms of Bid Evaluating Criteria(BEC) as per Part-2 of the tender, to the General Manager-Gabon, Gabon Project, OIL INDIA LIMITED, La Sablière, Immeuble FIDJI, (près de l'ancienne Cour Constitutionnelle), BP :23134 Libreville, Gabon showing full address (clearly indicating their e-mail ID), between 02nd January'2020 and 12th January'2020 during office hours only. On receipt of application & requisite documentary evidences as above, if found acceptable will be allowed to participate in the tender through physical submission of bids along with the other vendors/bidders short-listed earlier.

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- 7.0 OIL may at its discretion if considered necessary, may extend the deadline for the submission of bids.
- 8.0 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. In case of discrepancies between the two languages; English language shall prevail over the other language.
- 9.0 Bidders are requested to 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.
- 10.0 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.
- 11.0 **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 the party will be debarred for a period of 3(three) years from date of detection of such fraudulent act, besides the legal action. In case of major and serious fraud, period of debarment may be enhanced.
- 12.0 **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

Companies (Foreign) not registered in Gabon shall submit equivalent documents from the country of their jurisdiction.

- 13.0 Oil India Limited (OIL), Gabon Project has decided to hire all the required services for drilling of 2(two) wells with a provision of extension to 1(One) more well in Shakthi Block-II (G4-245) through the following 7(Seven) category of services:
 - (i) Charter Hire of Rig Service, Consumables and related services;
 - (ii) Project Management Consultancy service during execution of operations & close out only;

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- (iii) Cementing and Liner Hanger Services including supply of all equipment, manpower, materials & consumables;
- (iv) Mud Engineering service with supply of mud chemicals;
- (v) Mud Logging Unit(MLU) & service;
- (vi) Wire line Logging service;
- (vii) Testing Service.

This tender documents covers the item Sl. No. 13.0 (v) above, for "Mud Logging Unit(MLU) & Service".

- 14.0 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) **ERRING / DEFAULTING AGENCIES:** Erring and defaulting agencies like bidder, contractor, supplier, vendor, service provider will be dealt as per OIL's Banning Policy dated 6th January, 2017 available in OIL's website: www.oil-india.com.
 - 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 and Bids will be opened on the same day at 2.00 PM (Gabon Local Time) at the office of the General Manager-Gabon Project, Libreville (Gabon) as mentioned above, in presence of the authorized representatives of the bidders, if choose to attend.
- 15.0 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 Evaluating Criteria (BEC) also and such clarifications fulfilling the BEC/BRC clauses in toto must be received on or before the deadline given by the company, failing which the offer will be summarily rejected.
- 16.0 Bids submitted after the Bid Closing Date and Time will be rejected straightway.

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

(Bhagya Sonowal)
Head-Contracts
For General Manager-Gabon
Oil India Limited, Gabon Project
Libreville, BP: 23134, Gabon

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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 **BID EVALUATION CRITERIA (BEC)**, **PART- 2** of the Bid document.
- **2.0 BID DOCUMENTS:** 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) Bio data of key personnel (Annexure-I)
 - (10) Bidder's Experience Statement (Annexure-II)
 - (11) Annual Turnover & Net worth of Bidder, (Annexure-III)
 - (12) Undertaking for balance sheet/financial Statement (Annexure-IV)
 - (13) Undertaking of Authenticity of Information submitted, (Annexure-V)
 - (14) Undertaking for Mobilization(Annexure-VI)
 - (15) Undertaking for key personnel with experience(Annexure-VII)
 - (16) BEC/BRC Compliance Matrix (Annexure-VIII)
 - (17) List of Items to be imported with estimated CIF value, (Proforma-A)
 - (18) Price Schedule Format (Schedule of Rates), (Proforma-B)
 - (19) Bid Form, (Proforma-C)
 - (20) Statement of Non Compliance, (Proforma-D)
 - (21) Certificate of awareness of the operational area, (Proforma-E)
 - (22) Letter of Authority (Proforma-F)
 - (23) Authorization for attending Bid Opening, (Proforma-G)
 - (24) Performance Security/Guarantee Form, (Proforma-H)
 - (25) Agreement/Contract Form (Proforma-I).
 - (26) Parent/Holding Company's Corporate Guarantee toward financial standing (Proforma-J)
 - (27) Format of agreement for 100% subsidiary company (Proforma-K)

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- (28) Parent Company/Subsidiary company Guarantee (Proforma-L)
- (29) Safety Measures (Proforma-M)
- (30) Check List
- 2.1 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:

- (a) Bid Documents are non-transferable. Bid can be submitted only in the name of the bidder in whose name the Bid Document has been issued.
- (b) Unsolicited bids will not be considered.

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).
- The Addendum(s)/Corrigendum(s)/Amendment(s) will be uploaded in OIL's website www.oil-india.com under tab "For Vendors" in "Global 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 our onward submission to Govt of Gabon.
- 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.

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6.0 <u>DOCUMENTS COMPRISING THE BID</u>: 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) <u>TECHNICAL BID (UN-PRICED BID):</u>

- (i) Complete technical details of the services offered and equipment specifications with catalogue, etc.
- (ii) Documentary evidence established in accordance with Bid Evaluating Criteria/Bid Rejection Criteria with clause 10.0
- (iii) Copy of Bid-Form without indicating prices in Proforma-C
- (iv) Statement of Non Compliance in **Proforma-D**
- (v) Undertaking of authenticity of information/documents submitted (Annexure-V)

Note: Please note that, price should not 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**
 - (iii) **Proforma-A** showing the list of items to be imported with CIF value

*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:

- 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.

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- 8.5 "Taxe sur la Valeur Ajoutee" (**TVA**): The quoted rates/prices should also be exclusive of Taxe sur la Valeur Ajoutee (TVA). Company is exempted from payment of TVA during exploration phase. Company will provide TVA exemption certificate against each invoice.
- **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)/BID REJECTION CRITERIA (BRC) in Part-2,** of the Bid document. Bidders to submit all the credentials required to be substantially responsive as per the Bid Evaluating Criteria (BEC) of Part-2 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 120 (One Hundred and Twenty) days from the date of opening of the tender. Bids of shorter validity will be rejected as being non-responsive. If nothing is mentioned by the bidder in their bid about the bid validity, it will be presumed that the bid is valid for 120 days from Bid Closing 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 three (3) 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

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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. **No e-mail offer will be accepted.**
- 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 SHALL BE REJECTED OUTRIGHT IF THE TECHNO-COMMERCIAL (UN-PRICED) BIDS CONTAINS PRICE.

15.0 GABONESE AGENT/REPRESENTATIVE/RETAINER/ASSOCIATE:

- 15.1 Foreign bidders shall clearly indicate in their bids whether they have an Agent/Representative/Retainer/Associate in Gabon. In the event the overseas bidder is having an Agent/Representative/Retainer/Associate in Gabon, the bidder should furnish the name and address of their Agent/Representative/Retainer/Associate in Gabon and clearly indicate nature and extent of services to be provided by such an Agent/Representative/Retainer/Associate in Gabon and also stating in their bids whether the Agent/Representative/Retainer/Associate is authorized to receive any commission. The rate of the commission included in the quoted rates of bidder should be indicated which would be payable to Agent/Representative/Retainer/Associate in non-convertible Gabonese currency (FCFA). Unless otherwise specified, it will be assumed that agency commission is not involved in the particular bid.
- 15.2 Further, overseas bidders shall submit their bids directly and not through their Agent/Representative/Retainer/Associate in Gabon. Bid submitted by Gabonese

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Agent/Representative/Retainer/Associate on behalf of their foreign principals will not be considered and will be rejected straightway. Moreover, one Gabonese Agent/Representative/Retainer/ Associate cannot represent more than one foreign bidder against the tender.

15.3 The Gabonese Agent/Representative/Retainer/Associate will not be permitted to submit any Bid Security and Performance Security on behalf of their foreign principals and also the Gabonese Agent/ Representative/Retainer/Associate will not be allowed to execute the contract and receive payment against bid submitted by their foreign principals. Such bids shall be rejected straightway.

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-Unp	riced 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.
- 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

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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 or safe hand mode. 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.) shall not be accepted except mentioned in clause No. 14.0, above.
- **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.

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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 16.0, 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 Bandh/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 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 21.3.
- 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 way 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

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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 Bandh/strike on the Priced Bid Opening Date, the 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 EVALUATING CRITERIA (BEC)/BID REJECTION CRITERIA (BRC)** 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.

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- 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 <u>AWARD CRITERIA</u>: 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**: Successful bidder has to submit Performance Security for an amount 10% of the total evaluated contract value within **15(Fifteen) days** from the date of issue of LOA.
- 31.1 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.

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- 31.2 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
- 31.3 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.
- 31.4 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.
- 31.5 The Performance Security will not accrue any interest during its period of validity or extended validity.
- 31.6 In the event of failure of the successful Bidder to comply with the requirements of para 31.0 and/or 32.0, 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, the party shall be debarred for a period of 2(two) years from the date of default.

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. The party shall also be debarred for a period of 2(two) years from the date of default.

33.0 FURNISHING FRAUDULENT INFORMATION/DOCUMENTS:

If it is found that a bidder/contractor has furnished fraudulent information/documents, the Performance Security shall be forfeited and the party shall be debarred for a period of 3 (Three) years from the date of detection of such fraudulent act besides the legal action.

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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.

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- 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

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PART-2 BID EVALUATING CRITERIA (BEC)/BID REJECTION CRITERIA (BRC)

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. Bidders are advised not to take any exception/deviation to the Bid Documents. 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:** The Bidder must meet the following criteria failing which the bid/offer shall be rejected:
- 1.1 The Bidder shall be in possession of the offered Mud Logging Unit (MLU) at the time of submission of their bids. The Mud Logging Unit (MLU) should not be older than **7(Seven)** years or **2(two)** years since last refurbishment date, if older than **7(seven)** years (evidence/certificate from OEM/reputed certification agency must be produced for this) as on the original bid closing date and must be latest ISO certified in terms of quality & environment management. Documentary evidences thereto together with the technical specifications & proof of vintage of the MLU must be submitted along with the Technical Bid.
- 1.2 The Bidder must have minimum 3 (three) years experience of providing Mud Logging Services for oil/gas well drilling operations during the last 7 (seven) years reckoned from the original bid closing date of the tender.
- 1.3 The service provider/bidder/vendor should have the experience to provide Mud Logging services in wells with minimum 3000m depth. The Bidder is required to submit documentary evidence of such wells.
- 1.4 The service provider/contractor/vendor must confirm to deploy the required number of qualified, experienced and competent personnel with a suitable MLU for carrying out mud logging operations.
- 1.5 Bids must meet the technical requirements as mentioned in the Scope of Work /Terms of Reference/Technical Specification (Section-II) of the bidding document.
- 1.6 The Bidder should be in a position to complete mobilization of their resources at site to take up the assignment in the event of a contract within **90(Ninety)** days from the date of issue of Mobilization Notice by Company. Bidder is required to submit a declaration in this regard.
- 1.7 A job executed by a Bidder for its own organization/subsidiary will not be considered as experience for the purpose of meeting the Bid Evaluation Criteria (BEC).

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2.0 FINANCIAL CRITERIA:

- (i) The bidder shall have **Annual financial turnover** of minimum **US\$ 188 431** (US Dollar One Hundred Eighty-Eight Thousand and Four Hundred Thirty One) during any of the preceding 03 (three) financial/accounting years reckoned from the original bid closing date.
- (ii) Net worth of bidder must be positive for preceding financial/accounting year.
- (iii) 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 affidavit/undertaking as per ANNEXURE-IV certifying that the balance sheet/Financial Statements for the financial year 20_____ (as the case may be) has actually not been audited so far.

NOTES:

For proof of Annual Turnover & Net worth any one of the following documents 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-III**.

OR

- (ii) Audited Balance Sheet along with Profit & Loss account. In case of foreign bidders, self-attested/digitally signed printed published accounts are also acceptable.
- (iv) In case the audited Balance sheet and Profit Loss Account along with the bid are in currencies other than US\$, the bidder shall have to convert the figures in equivalent US\$ considering the prevailing conversion rate on the date on which the Audited Balance sheet and Profit and Loss Account is signed. A CA/CPA Certificate is to be submitted by the bidder regarding converted figures in equivalent US\$. Else, the Audited Balance Sheet and Profit & Loss Account shall be evaluated by considering the Exchange rate declared by OANDA Exchange Rates in Gabon (on the date on which the Audited Balance Sheet and Profit & Loss Account is signed) for conversion to US\$.
- (v) 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:
 - a) Audited Balance Sheet and Profit Loss Account of the parent/ultimate parent/ holding company.

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- b) Corporate Guarantee of parent/ultimate parent/Holding company (as per format enclosed as **PROFORMA-J** by the authorized officials.
- c) The bidder is a 100% subsidiary company of the parent/ultimate/holding parent company.
- d) Documents proving that Net worth of the parent/ultimate parent company are positive for the accounting year preceding the bid closing date".

3.0 BIDS FROM CONSORTIUM:

In case, the bidder is consortium of companies, the following requirement should be satisfied by the bidder:

- (a) The Leader of the consortium should satisfy the minimum experience requirement as per Clause No. 1.1 to 1.7, above. However, at least any one of the consortium members individually shall have to meet the Annual financial turnover criteria mentioned in Clause No. 2.0 above and the other members of Consortium should meet minimum USD 94 216 (US Dollar Ninety-Four Thousand Two Hundred Sixteen) turnover by each member.
- (b) Consortium bids shall be submitted with a Memorandum of Understanding between the consortium members duly executed by the authorized Executives of the consortium members must accompany the bid which should clearly defining the role/scope of work of each partner/member and should clearly define the leader of consortium. Memorandum of Understanding (MOU) must also state that all the members of consortium shall be jointly and severally responsible for discharging all obligations under the Contract. However, the Leader of the Consortium must submit an undertaking along with the technical bid towards unconditional acceptance of full responsibility for executing the 'Scope of Work' of this bid document. In case of award, such MOU shall be kept valid through the entire contract period, including extensions, if any. The following provisions should also be incorporated in the MOU executed by the members of the Consortium:
 - (i) Only the Leader of the consortium shall submit the bid document on behalf of the consortium. The other members of the Consortium shall ratify all the acts and decisions of the Leader of Consortium, which are taken in connection with and/or during the evaluation of the tender and execution of the contract.
 - (ii) The leader of the consortium on behalf of the consortium shall coordinate with OIL during the period the bid is under evaluation as well as during the execution of works in the event contract is awarded and he shall also be responsible for resolving dispute/ misunderstanding/undefined activities, if any, amongst all the consortium members.
 - (iii) Any correspondence exchanged with the leader of consortium shall be binding on all the consortium/joint venture members.
 - (iv) Payment shall be made by OIL only to the leader of the consortium towards fulfilment of contract obligations.

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- (v) In case of Consortium bids, the bid shall be signed by the leader of Consortium. The Power of Attorney from each member authorizing the leader for signing and submission of Bid on behalf of individual member must accompany the Bid offer.
- (vi) Documents/details pertaining to qualification of bidder of document attached with the bidding documents must be furnished by each partner/member of consortium complete in all respects along with the bid clearly bringing up their experience especially in the form of work in their scope.
- (vii) Signing of Contract: In the event of award of contract to the consortium, the contract to be signed by the members of the consortium and the liability of each one of them shall be jointly and severely.
- (viii) Members of the consortium are not allowed to quote separately/independently against this tender. All the bids received in such case will be summarily rejected. Further, all bids from parties with technical support from the same Principal will be rejected.

4.0 Bids from 100% subsidiary:

Bids of those bidders, who themselves do not meet the experience criteria as stipulated in the tender, can also be considered provided the bidder is a 100% subsidiary company of the parent company which itself meets the experience criteria. In such case, as the subsidiary company is dependent upon the experience of the parent company with a view to ensure commitment and involvement of the parent company for successful execution of the contract, the participating bidder should enclose an agreement (as per format enclosed vide **Proforma-K**) between the parent company and the subsidiary company and Corporate Guarantee (as per format enclosed vide **Proforma-L**) from the parent company to OIL for fulfilling the obligation under the contract, along with the technical bid.

5.0 COMMERCIAL CRITERIA:

- (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.
- (2) **BID Validity**: Bids must be valid for minimum **120** (One Hundred and Twenty) **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 **120** (One Hundred and Twenty) **days**. Bids with shorter validity (i.e. less than 120 days from the schedule closing date) will be rejected as being non-responsive.

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

(3) Bidders must quote rates clearly and strictly in accordance with the price schedule Tender No: OIL/GABON/ENQ-MLU/56/2019 Page **25** of **124**

- 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) 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.
- (5) Bids submitted after the Bid Closing Date and Time will be rejected.
- (6) Bids received through the physical submission in sealed envelope as mentioned in ITB shall only be accepted. Bids received in any other form shall not be accepted.
- (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.
- (8) Bids shall be typed or written in indelible ink and shall be signed by the bidder or his authorized representative.
- (9) Any Bid containing false statement will be rejected.
- (10) There should not be any indication of price/rates in the Technical Bid. A bid will be straightway rejected if price/rate is given in the Technical Bid.
- (11) Bid documents are non-transferable. Bid can only be submitted in the name of the bidder in whose name the bid documents have been issued. Unsolicited bids will not be considered and will be straightway rejected.
- (12) Bidders shall quote directly and not through their Agent/Representative/Retainer/Associate in Gabon. Bids submitted by Gabonese Agent/Representative/Retainer/Associate on behalf of their foreign principals will not be considered and will be rejected straightway. One Gabonese Agent/Representative/Retainer/Associate cannot represent more than one foreign principal.
- (13) 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 of Gabon
 - (vi) Termination clause
 - (vii) Force Majeure cause
 - (viii) Tax Liabilities clause
 - (ix) Insurance clause
 - (x) Safety Environment & Labour Laws

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6.0 DOCUMENTS:

Bidders must furnish documentary evidences in support of fulfilling all the above requirement with their technical bid as under:

- (1) MLU Offered: Documents relating to the MLU identified for deployment in the event of contract, along with brief technical specifications of the unit, sensors & data acquisition system etc with relevant photographs (if any) must be furnished to fulfil Clause No. 1.1, above.
- (2) **Vintage** of the offered MLU Unit: Necessary certificate from OEM / Any valid document from a reputed Third Party Inspection agency must be furnished to substantiate the age of the unit & tools as per Clause No. 1.1 above.
- (3) Bidder must submit necessary documentary evidences as noted below in support of the experience under the clause 1.0, (1.2) to (1.4) above:

Mud Logging service experience of bidder: Statement to be furnished by bidder in a tabular form as per **ANNEXURE-II** along with following documents for proof of experience:

(i) Copies of contracts/work orders [with brief Scope of work, Number of wells & Contract duration showing detail address (es) of client(s)]

AND

- (ii) Completion Certificates/Payment certificates/Performance Report/Release of final payment issued by the clients for the above corresponding contracts.
- (iii) Any other documentary evidence that can substantiate their claim towards 3(three) years experience cited above in support of providing mud logging services.
- (4) An undertaking to provide qualified and experienced personnel to carry out the jobs as per scope of work along with the technical bid as per **ANNEXURE-VII**.
- (5) An undertaking vide <u>ANNEXURE-VI</u> to complete mobilization of resources including manpower at site to take up the assignment in the event of a contract within **90(Ninety)** days from the date of issue of Mobilization Notice by the Company.
- (6) **Financial Turnover**: Copy of audited Balance sheets/Profit & Loss Accounts etc. for the last 3(three) accounting years or 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-III**.
- (7) Bidder while submitting the documents in support of their experience vide Clause 3.0 above shall also submit details of experience and past performance of Leader of the consortium (in case of Consortium bid) on services/jobs done of similar nature in the past along with the technical bid. Also, details of current work in hand and other contractual commitments of the bidder (indicating areas and clients) are to be

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- submitted along with the technical bid in support of the experience laid down in Clause No. 1.2 to 1.3, above.
- (8) Bidder to provide all copies of Agreement/MOU as supporting documents along with technical bid.

NOTES:

- (a) All Certificates and documentary evidences required to be submitted in support of Clause No. 6.0, Sl. Nos.(1) to (8) above, should be clearly legible and in the English language. If any certificate is submitted in a language other than English language, the same should be translated to English by a certified translator and submitted along with the bid. Illegible and incomplete certificates or documents or without English translation will not be considered for evaluation.
- (b) Oil India Limited (OIL) reserves the right to contact the Client(s) referred by the Bidder for authentication of the documents submitted by the Bidder. OIL may contact the clients/operators under intimation/copy to the respective Bidder. OIL will not be responsible for Client(s) not conforming or not replying to OIL's request for information. If OIL does not get an affirmative response within the stipulated time, then such Bidder's technical bid will be considered as non-responsive and shall be rejected in such case. It will be the responsibility of the Bidder to take up the matter with his Client(s) and arrange for the confirmation as desired by OIL.

7.0 GENERAL CRITERIA:

- (a) 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/BRC also and such clarifications fulfilling the BEC/BRC 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.
- (b) If any of the clauses in the BEC/BRC contradicts with other clauses of bidding document elsewhere, the clauses in the BEC/BRC shall prevail.
- (c) In case bidder takes exception to any clause of bidding document not covered under BEC/BRC, 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/BRC.
- (d) <u>Submission of Forged Documents</u>: 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

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besides taking action as per OIL's Banning Policy dated 6th January 2017, available in the OIL's website. Accordingly, service provider/vendor to submit the Undertaking of authenticity of information/documents submitted as per **ANNEXURE-V**.

- (e) 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.
- (f) Vendor/Contractor/Service Provider must agree to abide by the law of Gabon for all purposes.
- (g) 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.
- (h) 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.
- (i) 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.

8.0 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) The bidders must quote their Prices in the manner as called for vide Price Bid Format in **Proforma-B**.
- (b) 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.
- (c) 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.
- (d) The rates towards Mobilization Charges and De-mobilization Charges will be restricted to the limit indicated against each as under:
 - (i) Mobilization charges of Mud Logging Service Package including manpower, Equipment, consumables etc shall not exceed 7.5% of the total evaluated

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contract price for 2(Two) wells operations. However, mobilization charges if quoted in excess of **7.5%** of the estimated total contract cost, the excess amount shall be paid at the end of the contract. However, the holding amount will not accrue any bank interest.

- (ii) Demobilization Charge of the Mud Logging Service Package including manpower, Equipment, consumables (left-over) etc shall not exceed 5%.
- (e) The Mud Logging Service Package including manpower, Equipment, consumables etc under this tender shall be used in OIL's exploration area in Gabon for which the items imported for the exploration activities are exempted from customs duty. Hence, NIL rates have to consider for Custom Duty. Bidders are requested to go through the rules & regulations, procedures of Customs of Gabon prior to bidding to make them fully aware and understand the Customs Rule.

Note: The equipment/items/materials if 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 by the contractor/service provider. The Contractor/service provider should arrange for re-export of all items/equipment/materials within a specified period.

- (f) 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.
- (g) 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 MUD LOGGING SERVICE FOR 2(TWO) DRILLING WELLS INCLUSIVE OF ALL CHARGES & TAXES BUT EXCLUDING CSS & TVA: Z

$Z = P + R + Q + S + T^* + U^*$

Where.

- (i) **P**: Total Mobilization Cost, (MOB)
- (ii) **R**: Total Inter-Location Movement charge, (ILM)
- (iii) **Q**: Total Demobilization Cost, (DMOB)
- (iv) **S**: Total Tangible Cost, (TAN)
- (v) **T**: Total cost from Operational Day Rate, (OSR)
- (vi) **U**: Total cost from Standby Day Rate, (SSR)
- (vii) **Z**: Total Estimated MLU Contract Cost for 2(two) wells

NOTES:

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- (i) The items for the services are as defined in Schedule of Rates (Part-3, Section -IV).
- (ii) *Above OSR is Total OSR for 108 days. Similarly, above SSR for Total SSR for 31 days. The quantity mentioned above is for evaluation purpose only and to be paid on actual.
- (h) PREFERENCE FOR LOCAL COMPANIES: Local Gabonese companies are those companies legally constituted and duly established in Gabon, have their headquarters in Gabonese territory and 51% of the capital is owned by Gabonese nationals. Preference will be given to a Local Gabonese company/entity, if the company is found to be techno-commercially acceptable to the tender terms & conditions. The preference criteria applicable is shown below:
 - a) In case of participating by local Gabonese company with quoted price is within price band of L1+10%, such entity shall be considered for award of contract by bringing down their price to L1 price in a situation where L1 price is from someone other than a local Gabonese company. Here, L1 is lowest evaluated bid as per the bid evaluation criteria.
 - b) In case of more than one such local company qualifying for 10% preference, the contract shall be awarded to lowest eligible local company amongst the local companies qualifying for 10% preference, subject to matching with originally L1 bidder.

c) DOCUMENTATION REQUIRED TO BE SUBMITTED BY Local Gabonese company:

- (i) Copy of valid Municipality trade license (Fiche Circuit: Society), Attestation CNSS (CNSS certificate), Attestation D'imposition (Taxation certificate), Attestation de Non Faillite (Certificate of non bankruptcy), Banque attestant de la capacite financiere (bank certifying the financial capacity) of the company, if bidder is a Local Gabonese company.
- (ii) Copy of valid legally constituted certificate having company Head-quarter in Gabon with 51% or more share by Gabonese national(s) in the company.

END OF PART-2

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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 Conditions of Contract [SCC] and/or Bid Evaluating Criteria (BEC)/Bid Rejection Criteria (BRC).

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

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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.
- (I) "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;

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(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 <u>EFFECTIVE DATE, MOBILISATION TIME, DATE OF COMMENCEMENT OF OPERATION AND DURATION OF CONTRACT:</u>

- 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 Mud Logging Unit(MLU) with all tools & equipment/spares/consumables including manpower and all other necessary materials required for providing mud logging services should be completed by the Contractor within 90 (Ninety) days from the date of issue of Mobilisation notice by OIL. Mobilization shall be deemed to be completed when Contractor's Mud Logging Unit with all Tools & Equipment (tested & calibrated to its rated specifications) are installed & commissioned at site in readiness to commence Work and Contractor's Personnel are placed at the drilling site to take up the assigned jobs as envisaged under the Contract and duly certified by Company's authorized representative.
- 2.3 **DATE OF COMMENCEMENT OF OPERATION**: The date & time of starting of the **Mud Logging operation** in the first well after completion of mobilization of Mud Logging Unit with all Tools & Equipment including manpower, consumables etc shall be treated as the date of Commencement of Operation.
- 2.4 **DURATION OF CONTRACT:** The duration of the Contract shall be valid for **7(Seven) months** from the date of commencement of operation, for two drilling locations till completion of demobilization of entire Mud re-export Logging Unit (MLU), tool/spares/equipment/manpower leftover consumables etc. including all formalities & documentation for re-export. However, Company reserves the option for extension of the contract to another 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 and execute reexport (if applicable) of the entire Mud Logging Unit (MLU), tool/spares/equipment/manpower leftover consumables etc. from the date of issue of demobilization notice from Company (OIL) and to be completed **within 60 days**.
- **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.

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- 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.

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- 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.
- **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

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- 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

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- 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:

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- 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

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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.

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- 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 entirely 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:

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- (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

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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

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) 01442992

E-mail Id: oilgabonproject@gmail.com / gabonproject@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.

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- **20.0 PERFORMANCE SECURITY:** Successful bidder has to submit Performance Security for an amount **10% 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 of entire unit, equipment, machineries, items, consumables, personnel for commencement of operation with uninterrupted service within the written order of the contract. In the event of the Contractor's default in timely mobilization for commencement of operations 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 of GENERAL CONDITIONS OF CONTRACT (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

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- 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

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- 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 subcontractors 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.

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- (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.
- 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).

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- 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). Payment to the party outside Gabon or the party who quote in other than Gabonese Currency (FCFA), will be made by Bank Transfer or any other mode acceptable to the company in US Dollar/EURO or any other currency (easily convertible) quoted by the party. The Bank charges applicable shall be to contractor account. Contractor to furnish the complete details of the Bank, beneficiary Account No., Swift Code No. of the bank, the country code and any other details of the bank account. Bidder to consider the above, while quoting.

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- 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**.
 - 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.

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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

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

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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 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 equipment, tools, items, 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

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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.

END OF SECTION-I

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PART-3 SECTION-II

SCOPE OF WORK / TERMS OF REFERENCE / TECHNICAL SPECIFICATION

Brief description of service: "Hiring of Mud Logging Unit [MLU] & Services with all Equipment, Consumables and Manpower for 2(two) exploratory vertical wells" in Shakthi-II Exploration Block, Gabon 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) of the contract.

This section establishes the scope and schedule of the work to be performed by the Contractor and describes the specifications, instructions, standards and other documents including the specifications for any materials, tools or equipment, which the Contractor shall satisfy or adhere to in the performance of the work.

1.0 INTRODUCTION:

This section establishes the scope and schedule of the work to be performed by the Contractor and describes the specifications, instructions, standards and other documents including the specifications for any materials, tools or equipment, which the Contractor shall satisfy or adhere to in the performance of the work.

2.0 DEFINITION OF WORK:

To provide Mud Logging Unit[MLU] & Services with all Equipment, Consumables and Manpower for 2(two) exploratory vertical wells of TD: 2570 m & 1950 m in the on-land exploratory 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). Depth of the wells may somewhat increase or decrease at the discretion of the Company within the rated capacity of the Rig. 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 9.5½" by using 9.½"-9.5½" under reamer. Both the wells are planned to be completed by lowering 7" production liner to TD. In the case when due to operational issues the 8.½" hole section cannot be drilled to well TD, a 7" liner will be set as a drilling liner (as deep as practically possible). After this the well will be drilled to TD in 6" hole size. In this case a 4.½" liner would only be run to well TD if oil shows indicate that the well may be tested.

3.0 BRIEF DESCRIPTION OF SHAKTHI BLOCK-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.

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4.0 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 February/March 2020.
- > 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

5.0 GENERALIZED STRATIGRAPHY / LITHOLOGY OF SHAKTHI BLOCK:

Table-1: General Stratigraphy/Lithology of Shakthi Block

	Age	Group	Formation	Thickness(m)	Lithology	
	Albian		Madiela+Ezanga	100	Sand with carbonate	
		Ezanga	iviauieia+Lzaiiga	100	High proportion of soluble salt	
					Shale	
	Aptian	N'zemeasso	ConiquetSst		Sandstone	
	Aptian			130-150	Cross bedded Sst	
			BikeleSst		Alternating shale & cross	
		N'Toum	DIKEIE331		bedded Sst	
Cretaceous			BenguinSh	150-200 Black colour schist/shale		
			SchisteseSh			
	Berriasian	Remboue	BifounSh	100	Brown colour schist/shale	
		Remboue	SchisteseBruns			
			ForouePlageSst	83-365	Sandstone & shale	
	Hauterivian		BikoumeSh	400	Bluish Shale	
	Valanginian	Kango	BokouSh	400-500	Bluish Shale	
	Berriasian		KekeleSst	50-100	Sst transition	
			Conglome	Conglomerate at bottom and		
		N'Dombo		cross bedded coarse to		
Jurassic					medium gr Sst at top	
		N 41) (Fluvial Sst (40-100) at bottom	
		M'Vone	M'VoneSh/Sst	100-200	covered by violet coloured claystone.	
					·	
Permian		Agola	Agoula 200-300 bituminous schists cal		_	
		Agold	Agoula	200 300	bituminous schists carbonate, red claystone and Sst.	
					Complex sediments, glacial	
Late Precam	Late Precambrian		Noya	300-2000	Sst, shale & reddish fluvial-	
		Noya	- /-		lacustSst	
Precambrian	1			Basement		

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5.1 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

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5.2 SURFACE CO-ORDINATES OF THE LOCATIONS

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

Table No - 4				
As Per WGS84 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 bas	sed on the Clarke 1880 ellipsoid, spindle 32,			
whose origin is the astronomical po	int 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			
Υ	9972 753.65			
Location C:				
X	641 121.70			
Υ	965 916.84			

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

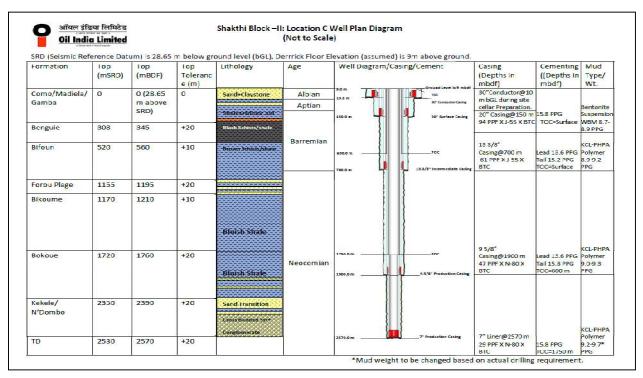


Figure-1: Casing, Cementing & Policy of Loc. C (4 Stage Completion)

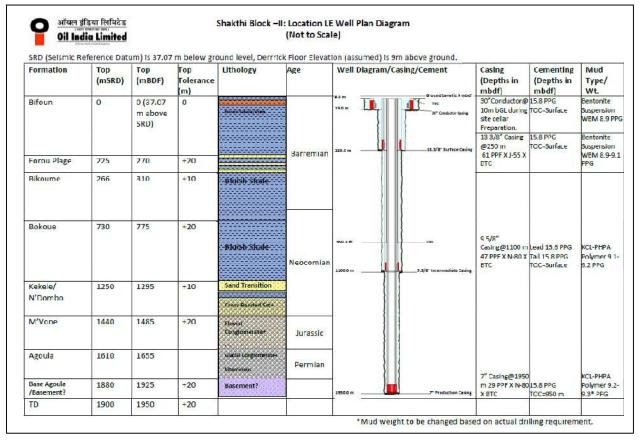


Figure-2: Casing, Cementing & Mud Policy of Loc. LE (3 Stage Completion)

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5.4 CASING POLICY:

	Table-5: SUMMERY OF CASING, CEMENTING & MUD POLICY						
Casing/	Hole size	Casing Size	Loc:LE	Loc:C	Cement	Mud-WBM	
Liner							
Surface	26"	20", J-		0-150	Up to	8.7-8.9ppg	
casing		55x94ppfxBT			surface	Bentonite	
		С				Suspension.	
Intermediat	17.1/2"	13.3/8", J-55	0-250	0-700	Up to	8.6-8.9 ppg	
e Casing		x61 ppfxBTC			surface	polymer mud*	
Production	12.1/4"	9.5/8",N-80 x	0-	0-1900	Up to	8.9-9.3 ppg Polymer	
Casing		47 ppfxBTC	1100		surface	mud	
Production	**8.1/2"	7", N-80 x 29	950-	1750-	100 m	9.3-9.5 ppg Polymer	
Liner		ppfxBTC	1950	2570	inside	mud	
					9.5/8"		
					casing		
Production	tubing:3.1/2	2"X12.95 ppf	1950	2570		2% KCl brine	
EUExN-80							

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

5.5 CEMENTING & CEMENTATION POLICY:

The tentative casing/hole policy for the proposed exploratory drilling program for the two locations is shown below:

Loc. C

Hole	Casing		Casing Cementing				
Size	Size	Amount (m)	Туре	Grade & Class	Density (PPG)	Cement upto	Stage
26"	20"	0-150	94PPF X J-55 X BTC	API Class-G	15.2	Surface	1
17.1/2"	13.3/8"	0-700	61PPF X J-55 X BTC	API Class-G	Lead=13.6 Tail=15.8	Surface	1
12.1/4"	9.5/8"	0-1900	47PPF X N-80 X BTC	API Class-G	Lead=13.6 Tail=15.8	600 m	1
8.1/2"	7"	1750-2570	29PPF X N-80 X BTC	API Class-G	15.8	1750 m	1

Loc. LE

Hole		Casing			Casing Cementing				
Size	Size	Amount (m)	Туре	Grade & Class	Density (PPG)	Cement upto	Stage		
17.1/2"	13.3/8"	0-250	61PPF X J-55 X BTC	API Class-G	Tail=15.8	Surface	1		
12.1/4"	9.5/8"	0-1100	47PPF X N-80 X BTC	API Class-G	Lead=13.6 Tail=15.8	Surface	1		
8.1/2"	7"	0-1950	29PPF X N-80 X BTC	API Class-G	15.8	950 m	1		

Note:

a. Depths are tentative, may vary.

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

- b. Provision is also kept for 6" Hole and 4.1/2" liner as trouble shooting string.
- c. Stage Cementation may be planned in 9.5/8" casing in view of requirement of higher volume of cement and/ or expected loss prone zone.

5.6 TENTATIVE MUD POLICY:

Loc. C:

PARAMETER	26" HOLE	17 ½ " HOLE	12 ¼ " HOLE	8 ½ " HOLE
MUD TYPE	PRE HYDRATED BENTONITE MUD (SPUD MUD)	KCL-PHPA POLYMER MUD	KCL-PHPA POLYMER MUD	KCL-PHPA POLYMER MUD
MUD Density (ppg)	8.7-8.9	8.9-9.2	9.2-9.3	9.3-9.6
FUNNEL VIS (sec/quart)	65-60	60-55	55-50	50-45
P.V.	ALAP	16-12	14-18	12-10
Y.P.	>35	20-35	15-25	>20
GELS (0-10)	10-16/18-35	12-18/20-35	08-12/20-30	8-12/18-25
6 SPEED Reading.	>35	>15	>12	>10
API Filtrate	<12cc@TD	<8cc@TD	<6cc@TD	<4cc@TD
pH	8.5-9.5	9.0-9.5	9.0-9.5	9.0-9.5
LGS %	ALAP	6	6	<5
Sand %	ALAP	<1.0	<0.1	<0.1
MBT (Kg/m3)	<70	<50	<30	<20

Loc. LE:

LOC. LE.			
PARAMETER	17 ½ " HOLE	12 ¼ " HOLE	8 ½ " HOLE
MUD TYPE	PRE HYDRATED BENTONITE MUD (SPUD MUD)	KCL-PHPA POLYMER MUD	KCL-PHPA POLYMER MUD
MUD Density (ppg)	8.9-9.1#	9.1-9.2#	9.2-9.4 #
FUNNEL VIS (sec/quart)	65-60	55-50	50-45
P.V.	ALAP	14-20	12-10
Y.P.	>30	15-25	>20
GELS (0-10)	10-16/18-35	08-12/20-30	8-12/18-25
6 SPEED Reading.	>35	>12	>10
API Filtrate	<12cc@TD	<6cc@TD	<4cc@TD
pH	8.5-9.5	9.0-9.5	9.0-9.5
LGS %	ALAP	6	<5
Sand %	ALAP	<1.0	<0.5
MBT (Kg/m3)	<50	<40	<20
Lubricity Coefficient (LC)	0.15-0.1	0.15-0.1	0.15-0.1

<u>Note</u>: # Mud weight may need to be changed based on operational requirement in each stage. If any changes required, prior approval to be taken from the OIL Chemist/ Company man.

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6.0 SCOPE OF WORK – MUD LOGGING SERVICES:

(I) SERVICE REQUIRED:

The Bidder is required to provide the following:

- To provide one (1) skid mounted Mud Logging Units
- To provide qualified and experienced personnel to operate and maintain the Unit.

(II) TECHNICAL REQUIREMENT OF MUD LOGGING UNIT:

The essential capabilities of the Mud Logging Units are as given below:

- (i) Mud Logging Unit: The unit is required to be skid mounted, fully insulated, dual air conditioned, pressurized, equipped with safety & hazard resistant kits (electrical fire extinguisher, gas masks with oxygen cylinder etc. in adequate quantity), suitable for onshore operation and transportable in oilfield truck. The unit should be equipped with wall mounted LCD or LED monitors, PC/ printers/ other peripherals and having sufficient working place for technical personnel of both the Bidder and Company to work safely inside the unit. The mud logging unit will be equipped with PC based online real time monitoring system and most advanced software with latest version of each software which is suitable to gather, store, process, re-process, storage, real-time transmission of various drilling, mud, gas and geological and calculated parameters from all the signals retrieved from various sensors used for on-shore operation. The unit should be installed with LEL gas detector, smoke, fire, H₂Sdetectors, Explosive proof lamp, with an automatic shutdown system in case of loss of unit pressure or presence of any combustible gas, Local Exhaust Ventilation (LEV) or Fume Extractor and manual circuit breakers so that it is able to tackle any emergency situations. The MLU must not be older than 7-years or 2-years since last refurbishment date, if older than 7(seven) years (evidence/certificate from OEM/reputed certification agency must be produced for this). The period in this regard shall be reckoned from the date of original bid closing date. The unit must be latest ISO/DNV certified as on the bid closing date of this tender. The unit furniture and air-conditioners of the unit should be new. Inter location movement (ILM) of the MLU will be carried out by availing the logistics/ transportation service of the rig contract. All the liaisons required in this in the ILM will be the responsibility of the bidder. Initial mobilization & final demobilization of the MLU to & fro the well site is the responsibility of the Bidder.
- (ii) The software should be able to input/ output in standard formats such as ASCII/ LIS/ LAS and be able to generate "composite logs" by combining the data extracted from mud logging unit with basic wire-line logs such as gamma ray, porosity, resistivity etc. The software should have the ability to generate periodic work summary reports and a standard "completion report". Hardware should be adequate/ compatible with desired products. To provide suitable paper plotters (A-4 banner paper/ A4 size) for displaying various sensor signals and parameters.
- (iii) **Power Supply:** The power will be provided to the Unit from the drilling rig. Since availability of stabilized power supply from rig is a big constraint because of very high voltage spikes and harmonics during operation, bidder is required to provide necessary equipment etc. to handle the spikes and harmonics. The Unit is required to be

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equipped with isolation transformer and online UPS system (minimum 30 minutes battery back-up) having modern filter circuits (linear power supply for all the sensitive equipment connected with MLU) to eliminate spikes generated by SCR power converter and harmonics during operations. Company will not be responsible for damage to any equipment/ computer system of the MLU due to spikes and harmonics arising out of power supplied from rig. The MLU will have to be equipped with 3-phase transformer, isolation transformer etc. as it is necessary to obtain required power output and to take care of high voltage spikes. **Mud Logging Unit should have 100% redundancy for**:

- Data acquisition, FID gas chromatograph, FID Total hydrocarbon gas detection, degasser, critical sensors like hook load, stand pipe pressure, draw works, SPM, RPM, mud flow out etc.
- b) Data storage in at least two locations in the Units.

(iv) On-line Data Acquisition:

- a) The state-of-art processor, Pentium Core i-7 (with bootable SSD) or higher version PC of reputed brand (assembled PC will not be acceptable) with its peripherals viz. color monitor, mouse, keyboard and color printers for on-line data acquisition shall be capable of on-line real time processing, monitoring, printing, plotting of mud, drilling and gas parameters, storing and retrieval of processed and organized data at 0.2m, 0.5m & 1m interval of depth data and 0.1/1 sec interval of time data with Audio/Visual alarm settings (includes parameters value, process and hardware failure) and calibration of parameters.
- b) All software for on-line data acquisition shall be licensed version and available in CGS system. These should include but not limited to the following: Software for on-line calibration of sensors and detectors, continuous signal acquisition from sensors and detectors, processing, color printing, plotting, displaying on color monitor, storing, organization and retrieval of the processed data to monitor all gas, drilling, mud, geological and calculated parameters.
- c) Software should have input / output provisions in standard formats such as ASCII/LIS / DLIS/ LAS etc.
- d) Software for online D-Exponent log, Sigma log and Gas composition.
- e) **Optional Item**: Installation, operation and Maintenance of necessary hardware and software for aggregation of all data acquired by the mud logging unit in REAL TIME in WITSML 1.3 standard from well site to specified Operator Locations. Bidder must provide necessary hardware (s) including reputed branded PC of Core i-7 PC or higher version and software(s) with multiple user IDs/ license [Minimum Three (3) user IDs/ license] for remote viewing of mud logging data in real time at operator's office at Libreville and any global location with scroll back facility.

(v) Gas Chromatography:

a) Sensitivity: 1-100% (1-5ppm)

b) Detector: FID type

c) Sampling mode: Automatic / manual

d) Cycle time: 45 sec or below

e) Accuracy: 10ppm f) Range: 0-100%

- g) Percentage analysis of Methane, Ethane, Propane, Butane (ISO and Normal) and Pentane (ISO and Normal) in automatic/manual mode.
- h) Methane Gas for calibration shall be 99.9% pure.
- i) Mixture gas shall be as C1=10%, C2= 1%. C3= 1%, nC4= 1%, iC4=1%, iC5=0.5% and rest being Hydrogen and Nitrogen.
- j) Mud Degasser: Mud degasser system should be a Constant Volume Degasser type so as to maintain constant volume of mud during degassing process irrespective of fluctuation in mud level in flow line. The Mud volute Degasser should maintain constant flow rate with the use of variable frequency drive to supply power to the peristaltic pump. Bidder should have experience to run Constant Volume Degasser system at least 1 well in last 3 years (Documentary evidence required).
- k) **Hydrogen generator**: Hydrogen carrier gas for FID equipment.
- I) For back up- a Gas Chromatography with explosion proof electric or pneumatic degasser motor with agitator mounted on degasser trap with facility to prevent mud and moisture from entering the gas suction line should stand by along with a back up bottle of hydrogen carrier gas or a back up hydrogen generator.
- (vi) The Bidder has to provide suitable Mud Logging Units complete with all intrinsically safe and explosion proof Sensors and Detectors having digital display, audio-visual alarm & external alarms. The Mud Logging Units should be equipped to record the following parameters:
 - a) Rate of Penetration (ROP): (m/hr and Min/m) and Depth (m)

Accuracy: 0.1% (+/-0.5m)
Recording interval: 0.3 meter

Sensor: Proximity

Drilling break alarm: User defined

b) <u>Travelling Block Height:</u>

Accuracy: 0.1% (+/-0.5m)
Recording interval: 0.3 meter

Sensor: Proximity

c) <u>Total Hydrocarbon Gas Detection:</u>

Sensitivity: 1-100 ppm Range: 0 to 100% Detector: FID type

Sampling mode: Automatic / manual

Methane gas for calibration: Gas should be 99.9% pure

d) Weight on Hook and Weight on Bit:

Accuracy: ± 1%

Sensor: Hydraulic/Pressure Transducer

Range: 0 to 1000 Tons

Option: 50 bar Pressure sensor/ Electrical Tensiometer

e) Mud Pump Strokes (As per rig provisions) and Cementing Unit Pump strokes:

Accuracy: ± 1 Stroke Range: 0 to 200 SPM Sensor: Proximity

f) Rotary RPM:

Accuracy: ± 1% (+/- 1 RPM)

Sensor: Proximity Range: 0 to 200 RPM

g) Mud Pit & Trip tank Volumes (As per provisions on rig) including Sand Traps:

Sensor: Ultrasonic (4-20 mA)

Accuracy for Mud Pits: \pm 1.25bbl in a tank of 2.5m x 2m Accuracy for Trip Tank: \pm 0.5 bbl in a tank of 2.5m x 2m

Range: 0 to 700 bbl per pit

h) Flow Rate In and Out

Flow rate in Accuracy: ± 1% (calculated for Flow in)

Range: 0 to 1200 gall./min. (calculated)

Flow rate out Sensor: Potentiometric, paddle type/ Ultrasonic

Flow rate out Accuracy: ± 1% Range: 0 to 100% flow.

i) H₂S Detection (Four Channels):

Accuracy: ± 1 ppm

Detector: Solid state semiconductor/ electro-chemical sensing element

Range: 0 to 100 ppm

Calibration ampoules: 15 ppm and 60 ppm

j) CO₂ Detection:

Sensor: Non Dispersive Infra red

Accuracy: 5% of reading

Range: 0-20 (non diluted), 100% (Diluted 5X)

k) Rotary Torque:

Accuracy: ± 1% Sensor: Electric

Range (Electric): 0 to 1000 Amps Range (Hydraulic): As suitable

1) Pressure (Stand Pipe, Well Head, Choke & Kill Line, Cement Unit, Casing):

Accuracy: ± 1%

Sensor: Hydraulic/Pr. Transducer

Range: 0 to 15000 psi Linearity: 0.5%

Option: 400-750 bar Pressure sensor

m) Mud Weight In and Out:

Mud specific gravity range: 6 to 24ppg

Sensor: Differential Pressure

Accuracy: ± 0.5%

Option: Coriollis Effect Sensor/ Pressure differential sensor

n) <u>Mud Temperature In and Out:</u>

Range: 0 to 200°C

Sensor: Platinum Resistance

Accuracy: ± 1%

o) Mud Conductivity In and Out:

Range: 0 to 300 m Mhos/Cm Sensor: Toroidal Transformer

Accuracy: ± 1%

Option: CND-200 sensor

(vii) Off-line Data Processing:

- a) A state-of-art processor Pentium Core i-7 or equivalent based standalone PC, not connected to On-line Data acquisition, having the following peripherals viz. colour monitor, mouse, keyboard, and continuous colour printers. The On-line and Offline PC should be compatible for interchange. The Off-line PC shall be loaded with both on-line and offline software.
- b) All Off-line software shall be of licensed version and available in CGS system. These shall include but not limited to the following:Software for Master log, Well Deviation, Well Construction, Kick Control, Gas Composition, Leak-off Test, Fracture Gradient, Pore Pressure Gradient, Hydraulics, Daily Progress Report, Word Processor, MS Access system for WCR (Well Completion Report), and Anti-virus Package shall be upgraded regularly.

(viii) Calcimetry (Auto calcimeter):

Detection Range: 0 to 100%

Sensitivity: ± 1%
Balance: As suitable

(ix) Digital Microscopy system: Required specifications as below—

- a) Zoom stereo microscope body with zoom range 4:1.
- b) Basic magnification continuously variable between 8X and 32X (minimum) without extra objective and eyepieces.
- c) Built-in binocular tube with 10X/20 fixed or focusable eyepieces that cover large area of sample 25 mm to 6 mm (minimum).
- d) Resolution upto 170 Lp/mm (minimum).
- e) Interpupillary distance $\sim 50 75$ mm with the working distance of about 100 mm.
- f) Integrated LED illumination for reflected and transmitted light. Light quality homogeneous with variable light intensity control.
- g) Microscope should be equipped with dedicated phototube, digital camera & fitting for Digital photomicrography (minimum 5 MP digital imaging) with colour

bar and grain size reference for all images. Microscope should have facility to transfer image to online computer and logs.

Note:Documentary evidences in support of the microscope specifications should be enclosed with the technical bid

(x) Fluoroscopy:

Jobs shall be carried out by utilizing minimum two UV tubes of different wave lengths and one white tube with guarded viewing glass. The casing shall have built-in adjustable convex lens of 5X magnification. The tube arrangement shall be detachable. Sample chamber should have doors on both left and right side with opening size of 12 cms. X 12 cms. Each tube shall have separate on-off switch. Bulb section to be detachable for use in scanning of cores.

(xi) **Shale Density**:

The measurement will be done by utilizing suitable balance/ column method. (Preferentially "Column method" by use of Density Beads).

(xii) **Flow back finger printing,** for quick detection of well ballooning, volume variation should be provided.

(xiii) Cutting Gas Detection:

Sensitivity: 1000 ppm Detector: FID type Sampling mode: Manual

Range: 0 to 100%

(xiv) Lithological Sample Description and Basic Geological Equipment –

- Chemicals and glasswares to be provided for testing and Lithology Description of sample cuttings.
- b) Drying Facility for sample cuttings in an oven accommodating ten sample plates of 6" diameter in its chamber to be provided.
- c) Sample and Core Collection by utilizing Sieves Set (size range 0.063 5 mm), SS Spot Trays, SS Probes, SS Tweezers (big and small), PET Bottles for packing wet sample cuttings and Plastic bottle for packing dry sample cuttings, Glass bottles (scot dur an having capacity of 30 ml, 500 ml and 1000ml), stainless steel sample trays, Permanent Marking Pens, Grain size comparison chart, colour chart, pestle mortar, Paint Marker pens to be provided.
- d) Drafting equipments, Master Log sheets and Core Report sheets to be provided.

(III) SAMPLE COLLECTION AND PACKAGING:

The bidder should give special attention, so that the samples are collected in sufficient quantity and packaged in the proper order as per OIL's requirement. Items required for collection of samples and packaging are specified below:

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ITEM	PURPOSE
Plastic bags, Cloth	Unwashed and Washed samples
Plastic/Fiber Boxes with label	Storage, Shipment of dried samples
Bucket	Sample collection at shale shakers
Plastic bottle with label Size: Length-4 inch Diameter-1.5 inch Type- Bottle should be airtight & weatherproof	Packing of individual washed and dried samples
Sieves	Standard (ASTM Sieve No. 25, 40, 80, 170, 230 and 270)
Isotubes or equivalent	For collection of Gas samples during drilling, as and when required.

(IV) GEOLOGICAL SURVEILLANCE WORK:

Geological surveillance work is required to be carried out round the clock at drilling site in Mud Logging Unit as detailed below:

(i) **Examination/ Analysis**:

- a) During Sample Analysis/Examination, MLU personnel must be concerned about the followings:
 - Perform microscopic examination of samples to identify rock types, percentages and visual characteristics using comparator chart to determine grain size, sorting, roundness and standard classification system. Additionally, the lithology description should include the followings –
 - o Colour, Fabric / Texture, hardness, Fossil identification
 - o Grain Size
 - Mineral identification (calcite, clay, silica, metallic minerals etc)
 - Visual Porosity/Permeability estimation.
 - ➤ On lithology work sheet, to write sample description for each new lithology, using standard terms and order.
 - ➤ If necessary, to perform selective Calcimetry study, Shale Density and any other analysis required by OIL.
 - The foreign materials should not be included in lithology description. Foreign material includes caving from the hole, and where identifiable, mud additives, loss circulation material, cement and pipe dope etc. If any foreign materials are observed then it should be noted on the Master Log.MLU personnel have to take care of the following hydrocarbon detection method:
 - o UV fluorescence

- Direct

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- Cut
- Residual
- Intensity of any petroleum odor.
- Staining and Bleeding.
- Oil reaction in acid.
- Wettability
- Gas composition.
- b) **Gas analysis:** Detection of gas from C₁ through C₅ along with volume percentage.

(ii) <u>Detection of Down-hole Problems / Anomalies, etc:</u>

- High/ Abnormal Pressure Prediction: Analysis/ Computation of relevant data for detection of high pressure zones based on Dc Exponent, Shale Density, Shale Factor, Sigma log and detection of H₂S, CO₂ etc. with accuracy up to 10ppm and 5% respectively.
- Immediate detection of kick and monitoring of pipe pressure.
- Detection of mechanical failure of bit, drill string and pumps.
- Promptly inform Rig floor, Company Man & Wellsite Geologist above downhole problems.

(iii) <u>Determination of Geological/ Drilling Parameters:</u>

- Determination of Shale Density (preferably with Zinc Bromide solution and Density beads), Shale Factor.
- Determination of kill mud weight, volume, etc.
- Real time plots of continuous recording of gas and FID based analysis of gas (C_1-C_5) .
- Determination of volume of mud loss in case of circulation loss.
- Determination of pressure drops in mud circuit, jetting velocity, bottom dynamic pressure and Equivalent Circulation Density.
- Determination of Gas Quality Control.

(iv) **Plotting and Preparation of Data:**

- a) Mud Log: To use an industry standard mud log format, generate and maintain current mud logs in the computer and prepare their plots as requested by OIL geologists in 1:240, 1:500 and 1:600 scale including the followings
 - ➤ The mud log should display lithological information in two ways, they are i) Percentage, in which the rocks are described as a percentage of an aggregate sample over a specified interval and ii) Interpretative, in which recovered rocks are correlated with drill rate and gas. An abbreviated lithology description is to be given in the remarks column.
 - ➤ Plotting should be both the Total Gas curve and the Component Gas curves on log scales in units of ppm. Plot on gas track should include formation gas, connection gas, trip gas and carbide lags.

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- Presentation of mud weight in and mud weight out should be in the fourth cycle of the gas track on all depth scales. Mud weights need to be recorded as a comment every 12 hours while drilling and whenever a mud weight change is made. Also to record and plot all trip gas bottoms-up gas and connection gas.
- To record hole problems (for example lost returns, drill pipe sticking etc.) on the log.
- > To record all casing and logging points on the Master log.
- To record all bit trips, bit number, bit size and type on the Master log.
- Mud additive information on the log (as Remarks) should be:
 - Mud additives name
 - The depth range of different additives used
- ➤ To plot the bit penetration rate (ROP) as meter/hour and weight on bit with rate increasing towards the left edge of the log. Gamma ray (from MWD/ Wireline) plot should be increasing towards right side.

> Lag times:

- Carbide lag (or tracer test) is to be recorded every shift or 500 meter while drilling or whenever required. Record resultant gas show on mud log as response per gram of carbide.
- To Indicate time of bottom-up and method of determining that time on the Master Log (to include total number of strokes and time in minutes).
- **b) Composite Log:** At the end of drilling a well, Bidder will provide the Composite Log containing the mud logging data together with basic wire-line logs(gamma, resistivity, porosity etc).
- **c) Gas Ratio Log:** The log should be prepared in 1:240, 1:500 and 1:600 scale with a summary of interpretation displaying the following ratios:
 - Wetness Ratio (Wh) = (C2+C3+C4+C5) / (Cl+C2+C3+C4+C5)
 - \triangleright Balance Ratio (Bh) = (C1+C2) / (C3+C4+C5)
 - ➤ Character Ratio (Ch) = (C4+C5) / C3
- **d) Geo-pressure log:** The Bidder will compute and plot the drilling "Dc" Exponent, Equivalent Circulation Density (ECD) calculation along with other drilling parameters responsible for the calculations in 1:240, 1:500 and 1:600 scales.
- e) **Drilling log:** The log should be prepared with a summary of important drilling events in 1:240, 1:500 and 1:600 scales.

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- f) Core Log: The log to be prepared in 1:20 scale during conventional coring.
- g) **Deviation plot:** In case of a sidetracking/ deviated well, deviated section of the hole to be plotted (plan and vertical section) after computation of the data. Hole profile and drilling progress chart: To be plotted on regular basis.

(v) <u>Digital Data Storage:</u>

To store acquired, measured and observed data digitally Bidder has to provide the digital data on USB pen drive & on DVD(s) compact disk (both) in LAS or ASCII format to Oil India Ltd, immediately after completion of the well. All the time & depth based data to be stored and provided to the Company at the completion of well in USB pen drive &DVD(s).

<u>Note:</u> An updated PDF file of the Mud log, Pressure log, Drilling log, Gas log and Time log are to be given to Company's well-site geologist as well as send to Company's operational office daily. Print out of Mud logs should be furnished as & when required by the Company Geologist at well-site and operational office

(V) FINAL WELL REPORTS:

One original plus four copies of Well History or Well Completion Report must be submitted to OIL in hard copies and also all the data in USB hard disk/ pen drive and DVD within 15 (fifteen) days from completion of rig down of the Unit. Drafts of the reports should be submitted beforehand first, and any improvement on the reports suggested from the company should be incorporated duly by the service provider at final submission.

(VI) ACCESSORIES:

The Bidder shall make available the following accessories in the Mud Logging Unit:

- (i) An explosion proof purged LCD or LED monitor with real time display should be installed at the Rig floor along with provision for an intrinsically safe audio alarm (Details in SL. No. VIII.iv. Note below).
- (ii) A Suitable LCD or LED monitor (minimum 42") to display various real time sensor signals, parameters and also to represent graphical display of parameters with time to time comments in the mud logging unit.
- (iii) Three suitable LCD or LED monitors (minimum 17") in MLU for Data Engineer, Mud Logger & Sample Catcher.
- (iv) USB drive/ DVD writer with necessary software to back up all recoded time based mud logging data for the entire well operations.
- (v) One online repeater LCD or LED monitor (minimum 17") to be installed in each of Company Supervisor's office, Geologist's office, mud engineer's office or at mud pit area.
- (vi) Back-up facility of 24 hours online graphical screen saving with comments.
- (vii) <u>It is mandatory to put meaningful comments in the graphical screen(s) (with clear visibility) normally every 10 minutes interval. Moreover, it is also necessary to display comments in the remote display monitors during MLU operations.</u>
- (viii) Sufficient nos. of tools, and spares sensors (minimum 2 sets) should be available at MLU for smooth day to day un-interrupted operations.

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- (ix) UPS for backup power for the data processing/ acquisition systems. UPS capable of supplying at-least 30 minutes of electrical power to the equipment within the unit in the event of a power failure.
- (x) Intercoms with minimum 6 (six) terminals connecting derrick floor, mud attendant, Company representative office, Geologist's office, mud engineer's office and MLU.
- (xi) Fire Extinguishers, One (1) Eye Wash Station, First Aid Kit and Safety Harness (Full-Body Type).
- (xii) **Ditch Magnet of 1 meter length.**
- (xiii) <u>All other supplies as required to complete the SERVICES</u>, including, but not limited to bactericide for samples intended for geochemistry and paleontological analysis, all Chemicals to allow chemical test on cuttings and mud aluminium foil, plastic cling wrap, wax, packing tape, indelible maker pens, Papers, pens, geological field tools, pencils etc.

(VII) BACK-UP EQUIPMENT AND MATERIALS:

Bidder is responsible for supplying all back-up equipment, materials in order to provide smooth and uninterrupted mud logging services to Oil India Ltd. Minimum one sets of back up sensor (but two sets of vital sensors viz. Draw-work, pumps, pressure, pit-level), gas panel and paper, printer ink (three sets) with regular essential materials/ consumables must be available at MLU. Faulty sensors, if any, shall not be considered as back-up sensor.

(VIII) OTHER SERVICES:

Bidder's personnel will be responsible for supervision and co-ordination for the above and also for the analysis and report of the followings:

(i) Labelling Cuttings and Fluid Samples:

- To mark directly on can or bag in large legible letters in English. Do not use attachable labels. Use a waterproof marking pen on bags. To use indelible ink on cans and gas cylinders.
- Labels should state the well name, sample depth in meters and sample type (i.e. washed or wet cuttings, SWC or whole core).

(ii) Daily Summary of vital Drilling Parameters:

 Monitor of pit level and hole volumes. Provide summary detailing estimation of mud losses and gains.

(iii) Conventional and Side-Wall Core samples:

- MLU personnel need to assist the well-site geologist or other OIL representatives during coring operations. Mud logger's duty during coring job is as under:
 - Collect circulated samples during drilling operation.
 - Monitor drilling parameters for signs of problems down-hole.
- When core is brought to surface, the Mud logger has to assist in the laying out of the core (core catching) on the drill floor, transfer from drill floor to processing area, and also to assist during initial analysis and packaging prior to transportation.

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Wire-line operator shall provide packaging of side-wall cores. Mud logger shall
provide assistance in the description and handling of side-wall cores as directed by
the OIL's well site geologist and engineer.

(iv) Real Time Monitors:

- Remote display LED screen capable of displaying graphic and alpha numerical real time data from Mud Logging Units shall be placed in the OIL's office at Libreville, Gabon or any other global locations. The real time monitoring system should also include necessary softwares for manual playback/ scroll back for viewing earlier events. The Real Time Monitors system should include:
 - Any major changes in lithology or drilling parameters or any abnormal/ anomalous indications should be immediately reported to concerned personnel/ authority.
 - Remote, secure, real-time monitoring of time and depth based data from any global location.
 - Data viewable through any web browser / web enabled device that include PC, laptop, smart phone and tablets (apps based).
 - Support and visualization for mud logging & drilling data.
 - Number of access license: Minimum 3
 - Facility for streaming in of 3rd party data like MWD, LWD, or any other data stream in WITS, WITSML from the rig site.

O Note:

- Clientless remote desktop access in not acceptable.
- Company will provide necessary communication service viz. internet connection from the drilling Bidder to OIL's office at Libreville, Gabon. Bidder has to ascertain the integrity of data in case of intermittent failure of communication link (i.e. data sync during communication failure).
- ❖ Bidder should have experience to install and run successfully Real Time monitoring system in last 1 year (Documentary evidence required).
- Rig Floor Monitor: The Rig Floor monitor should have flat-screen (LCD or LED) monitor and shall be housed in a stainless steel enclosure (Purge system) to be operated in Class I Division I hazardous areas virtually installable in all area where a data display may be necessary. Continuous airflow at modest rate shall be necessary to maintain positive pressure. Installation can be as far as 100 meters away from video source without boosting signal. Signal boosters in classified areas may be required.

(v) **OPERATION**:

The Mud Logging Units will need to be operated round the clock at drilling site for uninterrupted recording of various drilling, lag time and mud parameters continuously.

Bidder shall maintain all equipment in operating condition and shall supply all relevant certification requested by the OIL. Any premature replacement and repeated failure and

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if the incident/ accident reporting system does not substantiate it then the Company reserves the right to deduct such incidental spread cost from the invoice of the Bidder.

- (IX) One (1) QFT-2 apparatus (Quantitative Fluorescence Technique is a patented technique) to be provided by the bidder for the analysis of drill cuttings by measuring fluorescence, to give quantitative values for the oil content in the cuttings. The advice for the analysis will be given as and when required by Wellsite Geologist.
- (X) NEW TECHNOLOGY: The bidder/service provider may suggest any new technology for induction/pilot project, however, such new technology shall not be considered during evaluation. The bidder / service provider may quote the cost of such technology/equipment as additional/optional item. The deployment of such technology shall be at the discretion of the company, and the cost on the same will be charged on actual basis on successful implementation only.

(XI) MUDLOGGING PERSONNEL:

- (i) The Bidder shall provide well qualified and competent crew to operate and maintain MLU efficiently round the clock on board the rig to perform the work.
- (ii) **List of Personnel:** Bidder shall deploy the following personnel to ensure smooth running of operations:

SI. No.	Description	Nos.
1	Data Engineer	1 per unit
2	Mud Logger	2 (1 day + 1 night)
3	Sample Catcher	2 (1 day + 1 night)

Note: All The above personnel need to be properly trained in HSE and other safety requirements involving in onshore Drilling Rigs.

(iii) DATA ENGINEER:

a. **Qualification:** M. Tech/ M.Sc. in Applied Geology/ Geology/ Geosciences or Graduate in Engineering.

b. **Experience:**

- Should have work experience for minimum five (5) years, of which at least two (2) years should be as a TDC/ Data Engineer.
- Must have good geological & sound technical knowledge of the MLU, sensors & software for smooth operation.
- Should be responsible to calculate/ detect pore pressure as and when required.
- Detail bio-data should be provided in their Techno-commercial Bids.

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c. **Certification/License/ Health**:

- Should produce safety course completion certificates as applicable.
- Must have sound health to work in adverse weather condition in drilling oil/ gas well-site.

(iv) MUD LOGGER (ML):

a) **Qualification:** M. Tech/ M.Sc. in Applied Geology/ Geology/ Geosciences or Graduate in Engineering.

b) Experience:

- Should have work experience for minimum three (3) years as a Mud Logger.
- Must have good geological & sound technical knowledge for smooth operation.
- Should be responsible to calculate/ detect pore pressure as and when required in absence of TDC at well site.
- Detail bio-data should be provided in their Techno-commercial Bids.

c) **Certification/License/Health**:

- Should produce safety course completion certificates as applicable.
- Must have sound health to work in adverse weather condition in drilling oil/ gas well-site.

(v) **SAMPLE CATCHER**:

a) **Qualification:** Minimum 10+2 standard or equivalent.

b) **Experience**:

 Should be familiar with his specified jobs. Earlier experience as sample Catcher will be preferred.

c) **Certification/License/Health**:

- Should produce safety course completion certificates as applicable.
- Must have sound health to work in adverse weather condition in drilling oil/gas well-site.
- (vi) The Bidder will provide a list of personnel with detailed resumes along with their Techno-commercial Bid and obtain approval from the Company before actual deployment at Rig site. Company reserves the right to accept or reject the Bidder's proposed personnel. Bidder will assign one set of mud logging crew as above for operations on the rig and will follow on/off pattern as applicable.
- (vii) All personnel must be able to communicate clearly and precisely in English and/ or French. The Data Engineers should have recent experience in providing engineering services to similar land wells.
- (viii) The Contractor shall ensure that their personnel are eligible to work in Gabon and have all the necessary inoculations/ yellow fever vaccination prior to travel.

Note: Accommodation will be provided to MLU service personnel at base camp with food. But cost of travelling to & fro the well-site will be the responsibility of the bidder

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(XII) MAINTENANCE OF MLU:

The complete Mud Logging Unit with all its Sensors & accessories are to be maintained in proper working condition by Bidder throughout the period of contract, including extension, if any, to deliver uninterrupted services. The MLU crew to be deployed by the Bidder must be capable, competent and experienced enough to carry out routine maintenance of the Unit to provide round the clock trouble free services. Any breakdown, defect, malfunction, etc. of any item/equipment will be attended/replaced immediately as may be required. For this purpose necessary spares and consumables to carry out on site repair/maintenance will need to be kept readily available at the Units so that the drilling, mud and other related parameters are available online/on continuous basis.

(XIII) <u>HEALTH SAFETY AND ENVIRONMENT</u>:

The Bidder shall submit the safety manual and operating procedure manual well in advance to the Company for review and comments, if any. The Bidder shall also submit a tool preventive maintenance system to exhibit that a pro-active/ predictive system can be in place to avoid unforeseen down time and valid ISO/ DNV. Bidder has to strictly follow all the HSE rules and regulation and follow safety rules practiced in a well-site and provide safety gears to their personnel.MLU should be fitted with safety equipment as per international practice. Bidder also needs to submit their Corporate HSE policy, highlighting the salient features to be followed in the well-sites. Safety gears viz. Coverall, Shoes, Helmets, etc. should be replaced yearly.

(XIV) POLLUTION CONTROL:

Bidder undertakes that substances or rubbish in any form originating from Bidder's equipment shall not be dumped or discharged at, or around the well location. However, in the event of such dumping or discharge by Bidder, Bidder shall immediately assume all responsibility for the cost of the removal of items, substances or rubbish so dumped or discharged and for any resulting pollution or contamination in any form, in the well location and the surrounding area.

(XV) INSPECTION AND CERTIFICATES:

- (i) Company reserves the right to inspect the complete Mud Logging Unit, Sensors and other related accessories at Bidder's Works/ workshop or any other suitable place (to be arranged by the Bidder) before its mobilization to the first drilling location under this contract to ascertain & certify its suitability and completeness. For this purpose, Bidder will notify Company regarding its readiness for mobilization at least fifteen days in advance, so that Company can depute its competent personnel for this pre-dispatch inspection in time. All expenses of Company's personnel towards the pre-dispatch inspection will be borne by Company. However, Bidder will arrange for testing facilities etc. to the satisfaction of Company personnel. Any complain/rectification/ replacement etc. as may be advised during such inspection must be set right before mobilizing the Unit to site. Company will not assume any responsibility in this regard whatsoever, leading to delay in completion of mobilization. Therefore, it is the prerogative of the Bidder to satisfy themselves and plan mobilization schedule before offering the Unit for pre-dispatch inspection by Company representatives.
- (ii) Bidder shall acknowledge that Company may audit tools and equipment used by the Bidder at any time during the Contract period. Bidder's personnel at well side will

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ensure free access for Company's inspectors/ Well site geologists to the MLU at any time during the currency of the contract and will co-operate in carrying out random testing of the tools used for its operation. Upon successful commissioning of MLU at the designated drilling locations, Company will provide **MLU commissioning certificates** to the Bidder. Additionally, the Bidder must generate a Monthly working certificate of MLU operations as per format to be provided by OIL and obtain signature thereon of the Company's well site Geologist. The MLU Commissioning Certificate and Monthly working certificates as aforesaid must be submitted along with all monthly running invoices/ bills of Bidder for release of payment by Company.

END OF SECTION-II

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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.

NIL

END OF SECTION-III

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PART-3 SECTION-IV SCHEDULE OF RATES & QUANTITY

Brief Description: "Hiring of Mud Logging Unit [MLU] & Services with all Equipment, Consumables and Manpower for 2(two) exploratory vertical wells" in Shakthi Block-II Exploration Block, Gabon 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) of the contract.

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 job done and all "DAY RATE" charges shall be payable after prorating to the nearest quarter of an hour. 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.

A. MOBILIZATION CHARGES [MOB]:

- (i) Mobilization charges shall be payable on lump sum basis which cover all local and foreign costs (if any) of the contractor to mobilize the equipment and consumables as per policy and Mud Loggers and other personnel to the location and also include all duties, any other local and foreign taxes, service tax, visa fee, port fees and inland transportation etc.
- (ii) The mobilisation will be treated as complete after keeping the MLU under observation on working condition for at least 72 hrs and certified by Company's representative that the Unit is ready to undertake the operation/ services.
- (iii) Mobilization charges will be payable when all equipment and personnel are positioned to undertake / commence the work assigned under the Contract at the location.
- (iv) Mobilization charges shall not exceed 7.5% of the total estimated Contract value.

B. **OPERATING SPREAD RATE FOR MLU AND CREW (OSR):**

This charge covers cost on day rate basis for providing the Mud Logging Unit services to Company during operation at drilling site round the clock including the equipment rental and crew charge. The Operating Day Rate will include the cost of maintenance and spares. These charges are payable from the time the mobilization is completed in all respect at the first drilling site and payable during the Mud Logging Unit is in operation. It is considered the Unit is in operation only when the online data is generated. In other words Operating Spread Rate is payable as long as the Mud Logging Unit generates the online data. For Mud Logging Unit operational, Contractor shall raise invoices at the end of each Calendar month. Contractor must submit the Performance Report of the sensors duly certified by Company Representative along with the invoice.

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C. <u>STANDBY SPREAD RATE MLU AND CREW (SSR)</u>: The Standby Spread Rate is payable for the period during which the equipment is not in operation during rigging up, rigging down of MLU and stoppage of drilling operation, production testing etc. For Mud Logging Unit Standby charges, Contractor shall raise invoices at the end of each Calendar month along with Operating Charges.

Note:

- a. Rental charges for equipment and personnel charges shall be applicable from the date of completed mobilization and commissioning at the designated location till the date the contractor is advised to commence demobilization (i.e 7 days from date of advice of demobilization).
- b. Transportation of contractor's personnel to and fro from the OIL's well site to contractor's base will be the responsibilities of the contractor.
- **D. NO CHARGE PERIOD:** Zero Rate is payable during the period the Mud Logging Unit is not in working condition for non availability of crew, spares or consumables or for any other reason attributable to the Contractor.
- **E. <u>DEMOBILIZATION CHARGES (DMB)</u>**: The demobilization charges shall be payable one time on lump sum basis which include all charges towards demobilization of all contractor's equipment and crew from the drilling location to contractor's base upon completion/termination of contract.
 - Company shall give **7 day notice** to contractor to commence demobilization. No charge, whatsoever will be payable from the date of expiry of demobilization notice.
 - All charges connected with demobilization including all fees, duties and taxes in relation thereto, insurance and freight within Gabon or on export/re-export outside Gabon will be to contractor's account. Bidder is to consider all the above while quoting.
 - Demobilization charges will be payable on submission of invoice along with necessary documents as required by applicable laws and asked by Company.

Demobilization charges shall not exceed 5% of total estimated Contract value.

- **F.** <u>CONSUMABLE CHARGES:</u> The Contractor shall supply all the consumables for operation of the MLU, computer systems consumables and cost of consumables will be paid on actual. For consumable charges, Contractor shall raise invoices at the end of each Calendar month along with Operating Charges.
- **G.** Contractor's personnel are required to be present during inter-location movement of the Mud Logging Unit. Company shall not be held responsible for any damage of the unit/equipment during inter-location movement.
- **H. INTERLOCATION MOVEMENT CHARGES [ILM]:** Contractor will be solely responsible for executing Inter-Location Movement (ILM) that covers shifting of MLU/ consumables and personnel include all taxes / transit insurance etc. as applicable.

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Lump sum Inter Location Movement charges shall be payable during the period of inter location movement [from first well to second well] inclusive of Re-Installation & Re-Commissioning in next well.

I. **GENERAL NOTES**:

- i) Bidder should submit the list of items with CIF, Libreville value to be imported into **Gabon** in connection with execution of this contract as per **Proforma A, enclosed.**
- ii) From the **Proforma A**, bidder should identify the items of re-exportable in nature (i.e. items which will not be consumed during the execution of the contract and required to be exported outside **Gabon** after completion of the contract). Total CIF value of such items should be shown in the "PRICE BID FORMAT" as CIF (RE-EX).
- iii) Similarly from the **Proforma A**, bidder should identify the items of consumable in nature (i.e. items which will be consumed during the execution of the contract). Total CIF value of such items should be shown in the "PRICE BID FORMAT" as CIF (CONSUMABLES).

J. DAY RATE "RENTAL" FOR MUD LOGGING UNIT / EQUIPMENTS /TOOLS/ PERSONNEL DURING FORCE MAJEURE:

- i) All rates quoted by bidder shall be restricted to **50% of respective** charges under above circumstances. This will be considered as Force Majeure Rate.
- ii) The force Majeure Rate shall be payable during the first 15 days period of Force Majeure in case of all operations. No payment shall accrue to the contractor beyond the first 15 days period unless mutually agreed upon.

K. SCHEDULE OF RATES FOR MUD LOGGING UNIT (MLU) SERVICES: [FOR TWO WELLS]

Curroncy	in·
currency	in:

(I) MOBILIZATION CHARGES: (MOB)

SL	PARTICULARS	UNIT	QTY	RATE	TOTAL
NO			(X)	(Y)	(X*Y)
1	Mobilization charges of MLU /Equipment/ Consumables/ personnel considering all taxes, insurance and as stated above.		1		

(II) DE-MOBILIZATION CHARGES: (DMOB)

SL	PARTICULARS	UNIT	QTY	RATE	TOTAL
NO			(X)	(Y)	(X*Y)
1	De-Mobilization charges of MLU / Equipment/ Consumables/ personnel considering all taxes, insurance and as stated above.	LUMPSUM	1		

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(III) TANGIBLE COST: (TAN)

SL	Particulars	UNIT	QTY	RATE	TOTAL
NO			(X)	(Y)	(X*Y)
1	Cost of Consumables for MLU services, computer systems etc.	LUMPSUM	1		

(IV) OPERATION SPREAD RATE: (OSR)

SL	PARTICULARS	UNIT	QTY	RATE	TOTAL	
NO			(X)	(Y)	(X * Y)	
1	Operational spread rate for Mud loggers	DAY	108		B1	
2	Operational spread rate for TDC Engineer	DAY	108		B2	
3	Operational spread rate for Sample Catcher	DAY	108		В3	
4	Operational spread rate for MLU	DAY	108		B4	
	TOTAL OPERATION SPREAD RATE, OSR=B1+B2+B3+B4:					

(V) STANDBY SPREAD RATE: (SSR)

SL	PARTICULARS	UNIT	QTY	RATE	TOTAL	
NO			(X)	(Y)	(X * Y)	
1	Standby spread rate for Mud loggers	DAY	31		C1	
2	Standby spread rate for TDC Engineer	DAY	31		C2	
3	Standby spread rate for Sample Catcher	DAY	31		С3	
4	Standby spread rate for MLU	DAY	31		C4	
	TOTAL STANDBY SPREAD RATE, SSR=C1+C2+C3+C4:					

(VI) INTER LOCATION MOVEMENT: (ILM)

SL NO	PARTICULARS	UNIT	QTY (X)	RATE (Y)	TOTAL (X*Y)
1.0	Inter Location Movement [ILM] charges of Mud Logging Unit (MLU) with equipment, Consumables and Crew considering taxes, insurance and all as stated above.		1		

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TOTAL EVALUATED CONTRACT COST OF MLU SERVICE FOR 2(TWO) DRILLING WELLS INCLUSIVE OF ALL COST & TAXES BUT EXCLUDING CSS & TVA IS GIVEN BELOW: Z

$Z = P + R + Q + S + T^* + U^*$

Where,

- (viii) **P**: Total Mobilization Cost, (MOB)
- (ix) **R**: Total Inter-Location Movement charge, (ILM)
- (x) **Q**: Total Demobilization Cost, (DMOB)
- (xi) **S**: Total Tangible Cost, (TAN)
- (xii) **T**: Total cost from Operational Day Rate, (OSR)
- (xiii) **U**: Total cost from Standby Day Rate, (SSR)
- (xiv) **Z**: Total Estimated MLU Contract Cost for 2(two) wells

Notes:

- 1. It is the single point responsibility of the contractor to clear the material from custom authority of Gabon, transportation to the well site, storage of all required consumables at their cost. As the items are eligible for import with NIL Custom Duty, Company will assist in providing necessary documents as required in this regard. However service charge etc, if any will be to Contractor's account. Bidder to quote accordingly considering the above.
- 2. The line items indicated above are given for commercial evaluation only which are purely tentative and may fluctuate. Payment to Contractor shall be made on actual basis.
- 3. Bidders may refer Part-3, Section-IV of this tender for proper bidding of the rates.
- 4. Bidder is to declare the detail information as requested vide **Proforma-A** against each of the items to be imported along with the Price Bid.
- 5. No other charge payable to the Contractor 'Job-Wise' or 'Job-Nature' wise.
- 6. 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. OIL will provide TVA exemption certificate against each invoice.
- 7. CSS, if applicable shall be paid extra by company against each invoice.
- 8. Rates shall clearly indicate the item is single tool or group tool.
- 9. Bidder may quote additional tools, equipment other than as mentioned in priced schedule (if feel necessary for the operation) with all cost up to well site. OIL reserves the right to consider these items in the event of contract. However, these items will not be considered for cost comparison.
- 10. The above Price schedule shall be read in conjunction with General Conditions of Contract, Scope of Work/Technical Specification, and Instructions to Bidders of this Bid document.

END OF SECTION-IV

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^{*}Above OSR is Total OSR for 108 days. Similarly, above SSR for Total SSR for 31 days. The quantity mentioned above is for evaluation purpose only and to be paid on actual.

SECTION-V

<u>GENERAL HEALTH, SAFETY & ENVIRONMENT (HSE) POINTS:</u> 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.

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- 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/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.

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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

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PROFORMA FOR BIO DATA OF KEY PERSONNEL

1. NAME: 2. PRESENT ADDRESS:	AFFIX A PASSPORT SIZE PHOTOGRAPH
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 replacem requisite qualification and experience as per Terms of Re	•

submit their credentials along with their recent photographs to Company for approval of

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Company.

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

TENDER NO: OIL/GABON/ENQ-MLU/56/2019

Details of experience for providing Mud Logging Unit (MLU) & Services during last 7(seven) years preceding the original bid closing date:

SI No	Contract No	Name of client	Place of operation	Normal or Thrust-fold belt hilly region	Depths of wells	Commencem ent of contract	Completion of contract
1							
2							
3							
4							
5							

N.B: Please add rows as required.

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

SI No	Contract No	Name of client	Place of operation	Normal or Thrust-fold belt hilly region	Depths of wells	Commencem ent of contract	Completion of contract
1							
2							
3							
4							
5							

N.B: Please add rows as required.

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CERTIFICATE OF ANNUAL TURNOVER & NET WORTH

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

TO WHOM IT MAY CONCERN

YEAR	TURN OVER (In US \$ Million)*	NET WORTH (In US \$ Million)*
*Rate of Conversion (if used any	r): USD 1.00 =(currency)	
Place: Date:		
Seal:		
Membership No. :		

Tender No: OIL/GABON/ENQ-MLU/56/2019

Registration Code:

Signature

ANNEXURE-IV

(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-MLU/56/2019

This is to cer	tify that "the bala	ance sheet	as on	(Dated) / Finan	cial Statements" for the
financial	year/current	year	ended	on onpany) for the financial	(Dated) o
	has not been au	•			,
Yours faithful	ly,				
For (type nam	ne of the firm here	e)			
Signature of A	Authorised Signato	ory			
Name	:				
Designation	:				
Phone No.	:				
Place	:				
Date	:				
(Affix Seal of	the Organization h	nere, if app	licable)		

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ANNEXURE-V

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

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

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 :

cited bid.

(Affix Seal of the Organization here)

Tender No: OIL/GABON/ENQ-MLU/56/2019

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

Ref. N	O Date
Sub:	Undertaking for Mobilization of entire Mud Logging Unit (MLU) with tools & equipment including manpower and consumables etc
Ref:	TENDER NO: OIL/GABON/ENQ-MLU/56/2019
To,	
OIL IN	ENERAL MANAGER-GABON DIA LIMITED, GABON PROJECT, BLIERE, LIBREVILLE, BP:23134, GABON
Sir,	
Loggir mobili	reference to our offer against above-referred tender, we hereby confirm that the entire Muc ing Unit (MLU) with tools & equipment including manpower and consumables etc will be zed within 90(Ninety) days at first drilling location of Oil India Limited, Gabon from the date of Mobilization Notice.
	ems/consumables to be supplied in case of award of contract are mentioned in Part-3, Section-I pe of Work/Terms of Reference/Technical Specification of the tender.
Yours	faithfully,

Signature of Authorised Signatory

For (type name of the firm here)

Name :
Designation :
Phone No. :
Place :
Date :

(Affix Seal of the Organization here)

Tender No: OIL/GABON/ENQ-MLU/56/2019

ANNEXURE-VII

(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-MLU/56/2019
OIL IN	ENERAL MANAGER-GABON DIA LIMITED, GABON PROJECT, BLIERE, LIBREVILLE, BP:23134, GABON
Sir,	
we ha	eference to our offer/quotation against your above-referred tender, we hereby undertake that we the key personnel meeting the requisite qualification & experience and can deploy them for ecution in the event of an Agreement.
incons	so agree that, in case any of the information/documents submitted by us are found to be false/istent, OIL has right to reject our bid at any stage and/or cancel the award of contract and/or out any other penal action on us, as deemed fit.
	faithfully, pe name of the firm here)
(Affix S	Seal of the Organization here, if applicable)

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Evaluation Sheet for BEC-BRC COMPLIANCE MATRIX For TENDER NO: OIL/GABON/ENQ-MLU/56/2019

Name & complete Address of BIDDER:	
Telephone No.:	
Cell/Mobile No.:	
E-Mail:	

BEC Clause No.	DESCRIPTION	Bidders Remarks Complied/Not Complied against each Clause / Sub-Clause	BIDDER to indicate the relevant Page No. of their Bid (for supporting Document, etc), corresponding to
		Sub-Clause	each clause.
	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	The Bidder must meet the following criteria failing which the bid/offer shall be rejected		
1.1	The Bidder shall be in possession of the offered Mud Logging Unit (MLU) at the time of submission of their bids. The Mud Logging Unit (MLU) should not be older than 7(Seven) years or 2(two) years since last refurbishment date, if older than 7(seven) years (evidence/certificate from OEM/reputed certification agency must be produced for this) as on the original bid closing date and must be latest ISO certified in terms of quality & environment management. Documentary evidences thereto together with the technical		

	specifications & proof of vintage of the MLU must be submitted along with the Technical	
	Bid.	
1.2	The Bidder must have minimum 3 (three) years experience of providing Mud Logging	
	Services for oil/gas well drilling operations during the last 7 (seven) years reckoned from	
	the original bid closing date of the tender.	
1.3	The service provider/bidder/vendor should have the experience to provide Mud Logging	
	services in wells with minimum 3000m depth. The Bidder is required to submit	
	documentary evidence of such wells.	
1.4	The service provider/contractor/vendor must confirm to deploy the required number of	
	qualified, experienced and competent personnel with a suitable MLU for carrying out	
	mud logging operations.	
1.5	Bids must meet the technical requirements as mentioned in the Scope of Work /Terms of	
	Reference/Technical Specification (Section-II) of the bidding document.	
1.6	The Bidder should be in a position to complete mobilization of their resources at site to	
	take up the assignment in the event of a contract within 90(Ninety) days from the date of	
	issue of Mobilization Notice by Company. Bidder is required to submit a declaration in this	
	regard.	
1.7	A job executed by a Bidder for its own organization/subsidiary will not be considered as	
1.,	experience for the purpose of meeting the Bid Evaluation Criteria (BEC).	
2.0	The bidder shall have Annual financial turnover of minimum US\$ 188 431 (US Dollar	
(i)	One Hundred Eighty-Eight Thousand and Four Hundred Thirty One) during any of the	
()	preceding 03 (three) financial/accounting years reckoned from the original bid closing	
	date.	
2.0	Net worth of bidder must be positive for preceding financial/accounting year.	
(ii)	Net worth or bidder must be positive for preceding illiancial/accounting year.	
2.0	Considering the time required for preparation of Financial Statements, if the last date of	
(iii)	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	
	considered. In such cases, the Net Worth of the previous infancial / accounting year excluding	

	the preceding financial / accounting year will be considered. However, the bidder has to submit an affidavit/undertaking as per Annexure-IV certifying that the balance sheet/Financial Statements for the financial year 20 (as the case may be) has actually not been audited so far.	
	NOTES: For proof of Annual Turnover & Net worth any one of the following documents 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. In case of foreign bidders, self-attested/digitally signed printed published accounts are also acceptable.	
2.0 (iv)	In case the audited Balance sheet and Profit Loss Account along with the bid are in currencies other than US\$, the bidder shall have to convert the figures in equivalent US\$ considering the prevailing conversion rate on the date on which the Audited Balance sheet and Profit and Loss Account is signed. A CA/CPA Certificate is to be submitted by the bidder regarding converted figures in equivalent US\$. Else, the Audited Balance Sheet and Profit & Loss Account shall be evaluated by considering the Exchange rate declared by ONADA Exchange Rates in Gabon (on the date on which the Audited Balance Sheet and Profit & Loss Account is signed) for conversion to US\$.	
2.0 (v)	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:	
	a) Audited Balance Sheet and Profit Loss Account of the parent/ultimate parent/ holding company.	
	 b) Corporate Guarantee of parent/ultimate parent/Holding company (as per format enclosed as Proforma-J by the authorized officials. c) The bidder is a 100% subsidiary company of the parent/ultimate/holding parent 	

	company. d) Documents proving that Net worth of the parent/ultimate parent company are positive for the accounting year preceding the bid closing date".	
3.0	BIDS FROM CONSORTIUM: In case, the bidder is consortium of companies, the following requirement should be satisfied by the bidder:	
3.0 (a)	The Leader of the consortium should satisfy the minimum experience requirement as per clause No. 1.1 to 1.7, above. However, at least any one of the consortium members individually shall have to meet the Annual financial turnover criteria mentioned in Clause No. 2.0, above and the other members of Consortium should meet minimum USD 94 216 (US Dollar Ninety-Four Thousand Two Hundred Sixteen) turnover by each member.	
3.0 (b)	Consortium bids shall be submitted with a Memorandum of Understanding between the consortium members duly executed by the authorized Executives of the consortium members must accompany the bid which should clearly defining the role/scope of work of each partner/member and should clearly define the leader of consortium. Memorandum of Understanding (MOU) must also state that all the members of consortium shall be jointly and severally responsible for discharging all obligations under the Contract. However, the Leader of the Consortium must submit an undertaking along with the technical bid towards unconditional acceptance of full responsibility for executing the 'Scope of Work' of this bid document. In case of award, such MOU shall be kept valid through the entire contract period, including extensions, if any. The following provisions should also be incorporated in the MOU executed by the members of the Consortium:	
3.0 (b) (i)	Only the Leader of the consortium shall submit the bid document on behalf of the consortium. The other members of the Consortium shall ratify all the acts and decisions of the Leader of Consortium, which are taken in connection with and/or during the evaluation of the tender and execution of the contract.	
3.0 (b) (ii)	The leader of the consortium on behalf of the consortium shall coordinate with OIL during the period the bid is under evaluation as well as during the execution of works in the event contract is awarded and he shall also be responsible for resolving dispute/misunderstanding/undefined activities, if any, amongst all the consortium members.	
3.0 (b) (iii)	Any correspondence exchanged with the leader of consortium shall be binding on all the consortium/joint venture members.	

3.0 (b)	Payment shall be made by OIL only to the leader of the consortium towards fulfilment of contract obligations.	
(iv)		
3.0	In case of Consortium bids, the bid shall be signed by the leader of Consortium. The Power of	
(b)	Attorney from each member authorizing the leader for signing and submission of Bid on	
(v)	behalf of individual member must accompany the Bid offer.	
3.0	Documents/details pertaining to qualification of bidder of document attached with the	
(b)	bidding documents must be furnished by each partner/member of consortium complete in	
(vi)	all respects along with the bid clearly bringing up their experience especially in the form of	
	work in their scope.	
3.0	Signing of Contract: In the event of award of contract to the consortium, the contract to be	
(b)	signed by the members of the consortium and the liability of each one of them shall be	
(vii)	jointly and severely.	
3.0	Members of the consortium are not allowed to quote separately/independently against this	
(b)	tender. All the bids received in such case will be summarily rejected. Further, all bids from	
(viii)	parties with technical support from the same Principal will be rejected.	
4.0	Bids from 100% subsidiary: Bids of those bidders, who themselves do not meet the	
	experience criteria as stipulated in the tender, can also be considered provided the bidder is	
	a 100% subsidiary company of the parent company which itself meets the experience	
	criteria. In such case, as the subsidiary company is dependent upon the experience of the	
	parent company with a view to ensure commitment and involvement of the parent	
	company for successful execution of the contract, the participating bidder should enclose an	
	agreement (as per format enclosed vide Proforma-K) between the parent company and the	
	subsidiary company and Corporate Guarantee (as per format enclosed vide Proforma-L) from	
	the parent company to OIL for fulfilling the obligation under the contract, along with the	
	technical bid.	
5.0	COMMERCIAL CRITERIA:	
(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(Modified) 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.	

 BID Validity: Bids must be valid for minimum 120 (One Hundred and Twenty) days for date of Technical Bid opening. If bidder does not submit / declare bid validity period be presumed that the bid validity is 120 (One Hundred and Twenty) days. Bids with validity (i.e. less than 120 days from the schedule closing date) will be rejected as be responsive. Note: In case of extension of Bid Opening Date, bid validity should be extended suited the bidder, as and when advice by OIL. Bidders must quote rates clearly and strictly in accordance with the price schedule out PRICE BID FORMAT as per Proforma-B, and submit the same separately in a envelope/packet otherwise the Bid will be summarily rejected. 	od, it will n shorter eing non- uitably by utlined in a sealed
be presumed that the bid validity is 120 (One Hundred and Twenty) days . Bids with validity (i.e. less than 120 days from the schedule closing date) will be rejected as be responsive. 5.0 (2) Note: In case of extension of Bid Opening Date, bid validity should be extended suit the bidder, as and when advice by OIL. 5.0 Bidders must quote rates clearly and strictly in accordance with the price schedule out PRICE BID FORMAT as per Proforma-B , and submit the same separately in a	n shorter eing non- uitably by utlined in a sealed
validity (i.e. less than 120 days from the schedule closing date) will be rejected as be responsive. 5.0 (2) Note: In case of extension of Bid Opening Date, bid validity should be extended suit the bidder, as and when advice by OIL. Solution Bidders must quote rates clearly and strictly in accordance with the price schedule out PRICE BID FORMAT as per Proforma-B , and submit the same separately in a	utlined in a sealed
responsive. 5.0 (2) Note: In case of extension of Bid Opening Date, bid validity should be extended suit the bidder, as and when advice by OIL. 5.0 Bidders must quote rates clearly and strictly in accordance with the price schedule out PRICE BID FORMAT as per Proforma-B , and submit the same separately in a	utlined in a sealed
5.0 (2) the bidder, as and when advice by OIL. Note: 5.0 Bidders must quote rates clearly and strictly in accordance with the price schedule out PRICE BID FORMAT as per Proforma-B , and submit the same separately in a	utlined in a sealed
(2) the bidder, as and when advice by OIL. Solution Solution Bidders must quote rates clearly and strictly in accordance with the price schedule out PRICE BID FORMAT as per Proforma-B , and submit the same separately in a	utlined in a sealed
Note: 5.0 Bidders must quote rates clearly and strictly in accordance with the price schedule ou (3) PRICE BID FORMAT as per Proforma-B , and submit the same separately in a	a sealed
5.0 Bidders must quote rates clearly and strictly in accordance with the price schedule ou PRICE BID FORMAT as per Proforma-B , and submit the same separately in a	a sealed
(3) PRICE BID FORMAT as per Proforma-B , and submit the same separately in a	a sealed
, , , , , , , , , , , , , , , , , , , ,	
envelope/packet otherwise the Bid will be summarily rejected.	
5.0 Bidder shall offer firm prices. Price quoted by the successful bidder must remain firm	m during
(4) the execution of the contract and not subject to variation on any account.	
5.0 Bids submitted after the Bid Closing Date and Time will be rejected.	
(5)	
Bids received through the physical submission in sealed envelope as mentione	d in ITB
(6) shall only be accepted. Bids received in any other form shall not be accepted.	
5.0 Any document(s) wherever called for, and submitted by bidders, shall be legible, co	
(7) interlineations, white fluid erasures or overwriting except as necessary to correct	
made by the Bidder, in which case such correction shall be initialled by the au	ıthorized
person or persons who has/have signed the Bid.	
5.0 Bids shall be typed or written in indelible ink and shall be signed by the bidde	er or his
(8) authorized representative.	
5.0 Any Bid containing false statement will be rejected.	
(9)	
5.0 There should not be any indication of price/rates in the Technical Bid. A bid	will be
straightway rejected if price/rate is given in the Technical Bid.	
5.0 Bid documents are non-transferable. Bid can only be submitted in the name of the b	bidder in
(11) whose name the bid documents have been issued. Unsolicited bids will not be con	
and will be straightway rejected.	
5.0 Bidders shall quote directly and not through their Agent/Representative/Retainer/A	Associate
(12) in Gabon. Bids submitted by Gabonese Agent/Representative/Retainer/Associate o	
and a substitute of the substi	

	of their foreign principals will not be considered and will be rejected straightway. One Gabonese Agent/Representative/Retainer/Associate cannot represent more than one	
	foreign principal.	
5.0	Bidders must accept and comply with the following provisions as given in the tender	
(13)	,	
	(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 & Labour Laws	
6.0	DOCUMENTS:	
	Bidders must furnish documentary evidences in support of fulfilling all the above	
	requirement with their un-priced techno-commercial bid as under:	
6.0	MLU Offered: Documents relating to the MLU identified for deployment in the event of	
(1)	contract, along with brief technical specifications of the unit, sensors & data acquisition	
	system etc with relevant photographs (if any) must be furnished to fulfil Clause No. 1.1,	
	above.	
6.0	Vintage of the offered MLU Unit: Necessary certificate from OEM / Any valid document	
(2)	from a reputed Third Party Inspection agency must be furnished to substantiate the age	
	of the unit & tools as per Clause No. 1.1 above.	
6.0	Bidder must submit necessary documentary evidences as noted below in support of the	
(3)	technical experience under the clauses 1.0, (1.2) to (1.4) above:	
. ,		
	Mud Logging service experience of bidder: Statement to be furnished by bidder in a	
	tabular form as per ANNEXURE-II along with following documents for proof of	
	experience:	
	(i) Copies of contracts/work orders [with brief Scope of work, Number of wells	
	(i) copies of contracts, work orders [with brief scope of work, indiffice of wells	

		T I
	& Contract duration showing detail address (es) of client(s)]	
	AND	
	(ii) Completion Certificates/Payment certificates/Performance Report/Release of	
	final payment issued by the clients for the above corresponding contracts.	
	(iii) Any other documentary evidence that can substantiate their claim towards	
	3(three) years experience cited above in support of providing mud logging services.	
	An undertaking to provide qualified experienced personnel to carry out the jobs as per	
(4)	scope of work along with the technical bid as per ANNEXURE-VII. Individual Bio-	
	data/CV/Resume of the personnel to be furnished prior to mobilization.	
6.0	An undertaking vide ANNEXURE-VI to complete mobilization of resources at site to take	
(5)	up the assignment in the event of a contract within 90(Ninety) days for Cementing	
	Service (including supply of all items/equipment/consumables etc) and within 60(Sixty)	
	days for Liner Hanger Service (including supply of all items/equipment/consumables etc)	
	from the date of issue of Mobilization Notice by the Company.	
6.0	The Bidder/Service Provider must confirm in an undertaking to provide both Cementing	
(6)	Service package and Liner Hanger Service as per Scope of work of the tender.	
6.0	Financial Turnover: Copy of audited Balance sheets/Profit & Loss Accounts etc. for the last	
(7)	3(three) accounting years or 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-III .	
6.0	Bidder while submitting the documents in support of their experience vide Clause (A),	
(8)	3.0 above shall also submit details of experience and past performance of Leader of the	
	consortium (in case of Consortium bid) on works/jobs done of similar nature in the past	
	along with the technical bid. Also, details of current work in hand and other contractual	
	commitments of the bidder (indicating areas and clients) are to be submitted along with	
	documentary experience in the technical bid in support of the experience laid down in	
	Para (A), 3.0 above.	
6.0	All Certificates and documentary evidences required to be submitted in support of clause	
NOTES:	6.0 from Sl. Nos.(1) to (8) above, should be clearly legible and in the English language. If	
(a)	any certificate is submitted in a language other than English language, the same should	
	be translated to English by a certified translator and submitted along with the bid.	
	•	

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	Illegible and incomplete certificates or documents or without English translation will not		
	be considered for evaluation.		
6.0	(b) Oil India Limited (OIL) reserves the right to contact the Client(s) referred by the		
NOTES:	Bidder for authentication of the documents submitted by the Bidder. OIL may contact		
(b)	the clients/operators under intimation/copy to the respective Bidder. OIL will not be		
	responsible for Client(s) not conforming or not replying to OIL's request for information.		
	If OIL does not get an affirmative response within the stipulated time, then such Bidder's		
	technical bid will be considered as non-responsive and shall be rejected in such case. It		
	will be the responsibility of the Bidder to take up the matter with his Client(s) and		
	arrange for the confirmation as desired by OIL.		
7.0	GENERAL CRITERIA:		
7.0	To ascertain the substantial responsiveness of the bid the Company reserves the right to ask		
(a)	the bidder for clarification in respect of clauses covered under BEC/BRC also and such		
	clarifications fulfilling the BEC/BRC 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.		
7.0	If any of the clauses in the BEC/BRC contradicts with other clauses of bidding document		
(b)	elsewhere, the clauses in the BEC/BRC shall prevail.		
7.0	In case bidder takes exception to any clause of bidding document not covered under		
(c)	BEC/BRC, 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/BRC.		
7.0	Submission of Forged Documents: Bidders should note that Company (OIL) may verify		
(d)	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 dated 6 th January 2017, available in the OIL's website. Accordingly, service		
	provider/vendor to submit the Undertaking of authenticity of information/documents		

	submitted as per Annexure-VII.	
7.0 (e)	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.	
7.0 (f)	Vendor/Contractor/Service Provider must agree to abide by the law of Gabon for all purposes.	
7.0 (g)	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.	
7.0 (h)	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.	
7.0 (i)	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.	
8.0	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:	
8.0 (a)	The bidders must quote their Prices in the manner as called for vide Price Bid Format in Proforma-B	
8.0 (b)	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.	
8.0 (c)	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.	
8.0 (d)	The rates towards Mobilization Charges and De-mobilization Charges will be restricted to the limit indicated against each as under:	
8.0	Mobilization charges of Mud Logging Service Package including manpower, Equipment,	

(d) (i) 8.0 (d) (ii)	consumables etc shall not exceed 7.5% of the total evaluated contract price for 2(Two) wells operations. However, mobilization charges if quoted in excess of 7.5% of the estimated total contract cost, the excess amount shall be paid at the end of the contract. However, the holding amount will not accrue any bank interest. Demobilization Charge of the Mud Logging Service Package including manpower, Equipment, consumables (left-over) etc shall not exceed 5%.	
8.0 (e)	The Mud Logging Service Package including manpower, Equipment, consumables etc under this tender shall be used in OIL's exploration area in Gabon for which the items imported for the exploration activities are exempted from customs duty. Hence, NIL rates have to consider for Custom Duty. Bidders are requested to go through the rules & regulations, procedures of Customs of Gabon prior to bidding to make them fully aware and understand the Customs Rule.	
8.0 (e) Note	Note: The equipment/items/materials if 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 by the contractor/service provider. The Contractor/service provider should arrange for re-export of all items/equipment/materials within a specified period.	
8.0 (f)	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.	
8.0 (g)	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 MUD LOGGING SERVICE FOR 2(TWO) DRILLING WELLS INCLUSIVE OF ALL CHARGES & TAXES BUT EXCLUDING CSS & TVA: Z	

	$Z = P + R + Q + S + T^* + U^*$	
	Where, (i) P: Total Mobilization Cost, (MOB) (ii) R: Total Inter-Location Movement charge, (ILM) (iii) Q: Total Demobilization Cost, (DMOB) (iv) S: Total Tangible Cost, (TAN) (v) T: Total cost from Operational Day Rate, (OSR) (vi) U: Total cost from Standby Day Rate, (SSR) (vii) Z: Total Estimated MLU Contract Cost for 2(two) wells	
	NOTES: (i) The items for the services are as defined in Schedule of Rates (Part-3, Section - IV).	
	(ii) *Above OSR is Total OSR for 108 days. Similarly, above SSR for Total SSR for 31 days. The quantity mentioned above is for evaluation purpose only and to be paid on actual	
8.0 (h)	PREFERENCE FOR LOCAL COMPANIES: Local Gabonese companies are those companies legally constituted and duly established in Gabon, have their headquarters in Gabonese territory and 51% of the capital is owned by Gabonese nationals. Preference will be given to a Local Gabonese company/entity, if the company is found to be techno-commercially acceptable to the tender terms & conditions. The preference criteria applicable is shown below:	
8.0 (h) (a)	In case of participating by local Gabonese company with quoted price is within price band of L1+10%, such entity shall be considered for award of contract by bringing down their price to L1 price in a situation where L1 price is from someone other than a local Gabonese company. Here, L1 is lowest evaluated bid as per the bid evaluation criteria.	
8.0 (h) (b)	In case of more than one such local company qualifying for 10% preference, the contract shall be awarded to lowest eligible local company amongst the local companies qualifying for 10% preference, subject to matching with originally L1 bidder.	

8.0	DOCUMENTATION REQUIRED TO BE SUBMITTED BY Local Gabonese company:	
(h)		
(c)		
8.0	Copy of valid Municipality trade license (Fiche Circuit), Attestation CNSS(CNSS certificate),	
(h)	Attestation D'imposition(Taxation certificate),Attestation de Non Faillite(Certificate of	
(c)	non bankruptcy), Banque attestant de la capacite financiere(bank certifying the financial	
(i)	capacity) of the company, if bidder is a Local Gabonese company.	
8.0	Copy of valid legally constituted certificate having company Head-quarter in Gabon with	
(h)	51% or more share by Gabonese national(s) in the company.	
(c)		
(ii)		

LIST OF ITEMS (Equipment, Tools, Accessories, Spares & consumable) TO BE IMPORTED IN CONNECTION WITH EXECUTION OF THE CONTRACT SHOWING CIF VALUE

Details of equipment are to be incorporated as per format given below: These items are not exhaustive and Contractor has to incorporate all other items that will be imported.

SI. No	Item Description	Qty./ Unit	Rate	Total	Freight & Insurance	CIF Value	Port & other charge	Landed Cost	Is it re- export able?	Year of Mfg	HSN Code
Α	В	С	D	E=C*D	F	G=E+F	Н	I=G+H	J	K	L
1											
2											
3											
4											
5											
6											
7											
8											
9											
10											
11											
12											
13											
14											
15											
16											
17											
18											
19											
20		_		_		_					

^{*}Add more rows as per requirement.

NOTES:

- 1. A detail list of equipment is to be provided. Bidders may use additional sheets with the same details.
- 2. The items which are not of consumable in nature and required to be re-exported outside Gabon after completion of the Contract should be indicated as "YES" in column "J".
- 3. The items which are of consumable in nature should be indicated as "PARTLY" in column "J". However, the unutilized Spares and Consumables must be re-exported by Contractor after expiry/termination of the Contract and bidders must confirm the same.
- 4. For estimation of applicable customs duty, the bidders are required to indicate customs tariff code (i.e. HSN Code) of each item in column "L".

BID FORM

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

TENDER NO: OIL/GABON/ENQ-MLU/56/2019

Gentlemen,

Address:

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, from the date of issue of Letter of Aw	, to commence the work within () days calculated ard (LOA).
•	n the Performance Security / Security Deposit/guarantee of a er document for the due performance of the Contract.
	eriod of days from the date fixed for Bid closing and may be accepted at any time before the expiration of that
• •	and executed, this Bid, together with your written acceptance shall constitute a binding Contract between us.
We understand that you are not boun	nd to accept the lowest or any Bid you may receive.
Place: Date:	[Signature of Authorized Signatory of Bidder] Name: Designation: Seal:
Duly authorized to sign Bid for and on	behalf of
[Signature of Witness] Name of Witness:	

Tender No: OIL/GABON/ENQ-MLU/56/2019 Page **107** of **124**

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

IFB/ TENDER NO: OIL/GABON/ENQ-MLU/56/2019

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.

Tender No: OIL/GABON/ENQ-MLU/56/2019 Page 108 of 124

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 & REGULATIONSOF GABON

TENDER NO: OIL/GABON/ENQ-MLU/56/2019

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 TENDER NO: OIL/GABON/ENQ-MLU/56/2019 Sir, ____ 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-MLU/56/2019 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

Tender No: OIL/GABON/ENQ-MLU/56/2019 Page **110** of **124**

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-MLU/56/2019
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.

Tender No: OIL/GABON/ENQ-MLU/56/2019 Page **111** of **124**

FORM OF PERFORMANCE BANK GUARANTEE

10,			
	NDIA LIMITED, DN PROJECT, LIBREVILLE		
(hereir		(<i>Name and addres</i> ad undertaken, in pursuance o (Brief Description of the Work)	of Contract No.
you wi		you in the said Contract that the Control of compliance with Contractor's obligat	
we hei Guarai payab undert sums v	ereby affirm that we are Guarantors antee in figures) (in the types and proportions of contract to pay you, upon your first within the limits of guarantee sum ands or reasons for your demand assity of your demand demanding the said de	he Contractor such a Bank Guarantee; is on behalf of the Contractor, up to a to in words	otal of (Amount of uch amount being is payable, and we ument, any sum or prove or to show hereby waive the
Contra be ma	ract or the work to be performed the ade between you and the Contractor	addition to or other modification of ere under or of any of the Contract doc or shall in any way cease us from any f such change, addition or modification.	uments which may liability under this
This gu	guarantee is valid until the	day of	
The de	letails of the Issuing Bank and Contro	lling Bank are as under:	
A.	Issuing Bank: BANK FAX NO: BANK EMAIL ID: BANK TELEPHONE NO.: SWIFT/IFSC CODE OF THE BANK:		

Tender No: OIL/GABON/ENQ-MLU/56/2019 Page **112** of **124**

-	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:
	TURE AND SEAL OF THE GUARANTORS
Design	ation
Name	of Bank
	SS
	SS:
Addres	SS:
	

В.

Controlling Office:

AGREEMENT FORM

This Agreement is made on a Government of India Enterprise registered office at Duliajan in the expression unless repugnant to the on the one part, and M/s. the "Contractor" which expression administrators and assignees on the	e, incorporated under State of Assam(India) e context shall includ (Name and unless repugnant	er the Companion), hereinafter call e executors, adm address of Cont	es Act 1956, having its ed the "Company" which inistrators and assignees ractor) hereinafter called
WHEREAS the Company description of services) should b Company may requires;			
WHEREAS, Contractor engrepresents that they have adequate and fully trained personnel capable and able to carry out the said servipurpose and	e resources and equipe of efficiently under	oment, material e taking the operat	tc. in good working order ions and is ready, willing
WHEREAS, Company had issection on Offer the Contractor against Company's aforesaid documents shall be documented agreement/contract. However, show contract in regard to the terms document and subsequent letters subsequent letters, the terms and deletions to the terms of the contract in the same manner as the	No. IFB/Tender No.: O eemed to form and ould there be any distant and conditions with including the Letter conditions attached ract shall be authorized.	dated IL/GABON/ENQ-I be read and of spute arising out of those mentions of Intent and Cohereto shall prev	submitted by MLU/56/2019. All these construed as part of this of interpretation of this ed in Company's tender ntractor's offer and their ail. Changes, additions or
NOW WHEREAS, in consider contained, it is hereby agreed as follows:		al covenants and	dagreements hereinafter
1. In this Agreement words ar assigned to them in the Conditions	•		anings as are respectively
2. In addition to documents herewith shall be deemed to form a		_	
(b) Section-II(c) Section-III(d) Section-IVi	ndicating the General ndicating the Terms o ndicating the Special ndicating the Schedulendicating HSE policy	f Reference; Terms & Condition	

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- 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 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.

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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

(menti (insert called	DEED OF GUARANTEE executed at this day of by M/s
WHER	EAS
oil/GA intenda and w represe are cap	Dil India Limited (hereinafter referred to as OIL) has invited offers vide their Tender No. ABON/ENQ-MLU/56/2019 for and M/s (Bidder) and M/s (Bidder) and bidder and desires to have Financial support of M/s [Parent/Ultimate Parent/Holding Company (Delete whichever not applicable)] whereas Parent/Ultimate Parent/Holding Company (Delete whichever not applicable) ents that they have gone through and understood the requirements of subject tender and bable and committed to provide the Financial support as required by the bidder for qualifying coessful execution of the contract, if awarded to the bidder.
Now, it	t 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\$ during any of the preceding O3(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:	Witness:
1.	1.
2.	2.

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

(TO BE EXECUTED ON STAMP PAPER OF REQUISITE VALUE AND NOTORISED)

This agro	eement							onth _ n the Bio						
,	d office	addres	s) here	inafter	refe	red	to as	bidder stitution	on	the	first _I	part a	and M	/s.
	ompany/S / Subsidia		•	pany, a	s the	cas	e may	be) he	reinaf	ter re	ferred			
WHEREAS	S, M/s. Oil													
(Bidder) i	intends to					der a	ind de		have	techr	nical s	uppor	t of M	/s.
<i>not appli</i> subject te	r not app cable) re ender and I executio	present are cap	s that pable an	they ha	ve go	nt Co one to p	mpany throug rovide	/ Subside h and uthe serv	iary C inders	Compa Stood	ny (<i>D</i>	<i>elete</i> (equire	whichevents	<i>ver</i> of
Now, it is	hereby ag	greed to	by and	l betwee	en the	par	ties as f	follows:						
(M/s envisaged clarificatio	in the	tender	docum										
(M/sapplicable procurem obligation made by taccepted	e) under ent ass s as pe the Pare	rtakes to istance er the So ent Com	o provio and pro cope of	le tec ject work	hnic man	al supp agemer the ten	nt to sup der / Co	exper oport ontrac	tise, e the b t for	xpert idder which	manp to dis offer	ower a charge has be	nd its en
i	This agree any and to by OIL to t	ill satisf	actory p				-					_		
ĺ	t is furthe Parent Co and sever	mpany	/Subsidi	iary Cor	npan	y (Do	elete w	hicheve	r not	applic	able)			

In witness whereof the parties hereto have executed this agreement on the date mentioned above.

5. However, the bidder shall have the overall responsibility of satisfactory execution of the

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contract awarded by OIL.

For and on behalf of	For and on behalf of
(Bidder)	(Parent Company/Subsidiary Company (Delete whichever not applicable)
M/s.	M/s.
Witness:	Witness:
1)	1)
2)	2)

PARENT COMPANY/ SUBSIDIARY COMPANY GUARANTEE

(Delete whichever not applicable)

(TO BE EXECUTED ON STAMP PAPER OF REQUISITE VALUE AND NOTORISED) DEED OF GUARANTEE

THIS DEED OF GUARANTEE executed at this day of by M/s
WHEREAS
M/s Oil India Limited, a company duly registered under the Companies Act 1956, having it Registered Office at Duliajan in the State of Assam, India, hereinafter called "OIL" which expression shall unless excluded by or repugnant to the context thereof, be deemed to include its successo and assigns, invited tender number
M/s (mention complete name), a company duly organized and existing under the laws of
The Guarantor represents that they have gone through and understood the requirement of the above said tender and are capable of and committed to provide technical and such other support as may be required by the Company for successful execution of the same.
The Company and the Guarantor have entered into an agreement dated as per which the Guarantor shall be providing technical and such other supports as may be necessary fo performance of the work relating to the said tender.

1. The Guarantor (Parent Company / 100% Subsidiary Company (Delete whichever not applicable) unconditionally agrees that in case of nonperformance by the Company of any of its obligations in any respect, the Guarantor shall, immediately on receipt of notice of demand by OIL, take up the job without any demur or objection, in continuation and without loss of time and without any cost to OIL and duly perform the obligations of the Company to the satisfaction of OIL.

Accordingly, at the request of the Company and in consideration of and as a requirement for OIL to enter into agreement(s) with the Company, the Guarantor hereby agrees to give this guarantee and

undertakes as follows:

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- 2. The Guarantor agrees that the 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 Company.
- 3. The Guarantor shall be jointly with the Company as also severally responsible for satisfactory performance of the contract entered between the Company and OIL.
- 4. The liability of the Guarantor, under the Guarantee, is limited to the 50% of the annualized contract price entered between the Company and OIL. This will, however, be in addition to the forfeiture of the Performance Guarantee furnished by the Company.
- 5. The Guarantor represents that this Guarantee has been issued after due observance of the appropriate laws in force in Gabon. The Guarantor hereby undertakes that the Guarantor shall obtain and maintain in full force and effect all the governmental and other approvals and consents that are necessary and do all other acts and things necessary or desirable in connection therewith or for the due performance of the Guarantor's obligations hereunder.
- 6. The Guarantor also agrees that 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.
- 7. The Guarantor hereby declares and represents that this Guarantee has been given without any undue influence or coercion, and that the Guarantor has fully understood the implications of the same.
- 8. The Guarantor represents and confirms that 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 & on behalf of (Parent Company/Subsidiary Company (Delete whichever not applicable))

		M/s
		Signature Name
		Designation
Witr	ness:	
1.	Signature	
	Full Name	
	Address	
		Common seal of the Company:
Witr	ness:	
2.	Signature	
	Full Name	
	Address	

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 Mud Logging Unit [MLU] & Services with all Equipment, Consumables and Manpower for 2(two) exploratory vertical wells" in Shakthi Block-II Exploration Block, Gabon 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) of the contract

IFB/ TENDER NO: OIL/GABON/ENQ-MLU /56/2019

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.

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- 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)

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CHECK LIST

Bidders are requested to duly fill in the checklist. This checklist gives only certain important items to facilitate the bidder to make sure that the necessary data/information as called for in the bid document has been submitted by them along with their offer. This, however, does not relieve the bidder of his responsibilities to make sure that his offer is otherwise complete in all respects.

Please ensure compliance and fill in relevant information against following points:

SI.	Description	Document	Page No. of Bid	Complied
No.		Name	Document	Yes/No
1	Bid document complete in all respects with			
	pages in sequential order.			
2	Confirm that the following details have been			
	submitted in the Technical-Un-priced part of the			
	bid.			
(i)	Covering Letter, Letter of Submission with the Technical Bid.			
(ii)	Power of Attorney in the name of person signing			
	the bid with the Technical Bid.			
(iii)	Details and documentary proof required against			
	technical qualification criteria along with			
	complete documents.			
(iv)	Job Completion Certificate issued by the			
	organisation as proof of requisite experience			
	with description of the job done, total contract			
	value, Duration of contract executed with date,			
	Location of work etc. with the Technical Bid.			
(v)	Confirm that annual financial reports for last			
	three financial years submitted with the			
	Technical Bid.			
(vi)	Confirm that the certificate (as per Annexure V)			
	issued on letter head of the Chartered			
	accountant firm is enclosed with the Technical			
	Bid.			
(vii)	Confirm that all copies of documents establishing			
	the bidder's experience & eligibility are enclosed			
	with the Technical Bid.			
(Viii)	Confirm that Valid documents (MOU) with			
	conformation of Leader, in case of consortium			
	Bid is submitted in the Technical Bid-Unpriced			
	part of the Bid.			
(ix)	Confirm that all required filled Annexure &			
	Undertaking are submitted as a part of Technical			
	bid except price bids.			
3	Confirm that the all price bid (Proforma-B) has			
	been duly filled in for each item and complete in			
	all respects to be submitted in a SEPARATE			
	ENVELOPE.			

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



PRICE BID FORMAT (SCHEDULE OF RATES) FOR

"Hiring of Mud Logging Unit [MLU] & Services with all Equipment, Consumables and Manpower for 2(two) exploratory vertical wells" in Shakthi Block-II Exploration Block, Gabon 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) of the contract:

Currency Quoted	<mark>in</mark> :
------------------------	-------------------

(I) MOBILIZATION CHARGES: (MOB):

SL	PARTICULARS	UNIT	QTY	RATE	TOTAL
NO			(X)	(Y)	(X*Y)
1	Mobilization charges of MLU /Equipment/ Consumables/ personnel considering all taxes, insurance and as stated above.	LUMPSUM	1		

(II) DE-MOBILIZATION CHARGES: (DMOB):

SL	PARTICULARS	UNIT	QTY	RATE	TOTAL
NO			(X)	(Y)	(X*Y)
1	De-Mobilization charges of MLU / Equipment/ Consumables/ personnel considering all taxes, insurance and as stated above.	LUMPSUM	1		

(III) TANGIBLE COST: (TAN):

SL	Particulars	UNIT	QTY	RATE	TOTAL
NO			(X)	(Y)	(X*Y)
1	Cost of Consumables for MLU services, computer systems etc.	LUMPSUM	1		

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(IV) OPERATION SPREAD RATE: (OSR):

SL	PARTICULARS	UNIT	QTY	RATE	TOTAL
NO			(X)	(Y)	(X * Y)
1	Operational spread rate for Mud loggers	DAY	108		B1
2	Operational spread rate for TDC Engineer	DAY	108		B2
3	Operational spread rate for Sample Catcher	DAY	108		В3
4	Operational spread rate for MLU	DAY	108		B4
TOTAL OPERATION SPREAD RATE, OSR=B1+B2+B3+B4:					

(V) STANDBY SPREAD RATE: (SSR):

SL	PARTICULARS	UNIT	QTY	RATE	TOTAL
NO			(X)	(Y)	(X * Y)
1	Standby spread rate for Mud loggers	DAY	31		C1
2	Standby spread rate for TDC Engineer	DAY	31		C2
3	Standby spread rate for Sample Catcher	DAY	31		С3
4	Standby spread rate for MLU	DAY	31		C4
	TOTAL STANDBY SPREAD RATE, SSR=C1+C2+C3+C4:				

(VI) INTER LOCATION MOVEMENT: (ILM):

SL	PARTICULARS	UNIT	QTY	RATE	TOTAL
NO			(X)	(Y)	(X*Y)
1.0	Inter Location Movement [ILM] charges of Mud Logging Unit (MLU) with equipment, Consumables and Crew considering taxes, insurance and all as stated above.		1		

TOTAL EVALUATED CONTRACT COST OF MLU SERVICE FOR 2(TWO) DRILLING WELLS INCLUSIVE OF ALL COST & TAXES BUT EXCLUDING CSS & TVA IS GIVEN BELOW: Z

$Z = P + R + Q + S + T^* + U^*$

Where,

(i) **P**: Total Mobilization Cost, (MOB)

(ii) R: Total Inter-Location Movement charge, (ILM)

(iii) **Q**: Total Demobilization Cost, (DMOB)

- (iv) **S**: Total Tangible Cost, (TAN)
- (v) **T**: Total cost from Operational Day Rate, (OSR)
- (vi) **U**: Total cost from Standby Day Rate, (SSR)
- (vii) **Z**: Total Estimated MLU Contract Cost for 2(two) wells

NOTES:

- (i) The items for the services are as defined in Schedule of Rates (Part-3, Section -IV).
- (ii) *Above OSR is Total OSR for 108 days. Similarly, above SSR for Total SSR for 31 days. The quantity mentioned above is for evaluation purpose only and to be paid on actual.

Important Notes for the Service:

- It is the single point responsibility of the contractor to clear the material from custom authority
 of Gabon, transportation to the well site, storage of all required consumables including tubular
 by making tubular rake/ yard, Go-down etc. at their cost. As the items are eligible for import with
 NIL Custom Duty, Company will assist in providing necessary documents as required in this
 regard. However service charge etc, if any will be to Contractor's account. Bidder to quote
 accordingly considering the above.
- 2. The line items indicated above are given for commercial evaluation only which are purely tentative and may fluctuate. However, Payment to Contractor shall be made on actual basis.
- 3. Bidders may refer Part-3, Section-IV of this tender for proper bidding of the rates.
- 4. Bidder is to declare the information as requested vide **Proforma-A** against each of the items to be imported along with Price Bid.
- 5. No other charge payable to the Contractor 'Job-Wise' or 'Job-Nature' wise.
- 6. 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. OIL will provide TVA exemption certificate against each invoice.
- 7. CSS, if applicable shall be paid extra by company against each invoice.
- 8. Present rate of customs duty is NIL in OIL's area of operation Block Shakthi-II.
- 9. Bidder may quote additional tools, equipment other than as mentioned in priced schedule (if feel necessary for the operation) with all cost up to well site. OIL reserves the right to consider these items in the event of contract. However, these items will not be considered for cost comparison.
- The above Price schedule shall be read in conjunction with General Conditions of Contract, Scope of Work/Technical Specification, and Instructions to Bidders of this Bid document.

(Name & Designation):
Bidder's Name:
Date:
(Authorized Signature & Seal of Bidder)