



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

Conquering Newer Horizons

La Sablière, Immeuble FIDJI,
près de la Cour Constitutionnelle
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BID DOCUMENT

TENDER NO. : OIL/GABON/ENQ-VEH/35/16 DATED 09.05.2016

BID CLOSING DATE: 14.06.2016

**HIRING THE SERVICES OF ONE NUMBER 4 WHEEL AC VEHICLE
WITH DRIVER ON MONTHLY RENTAL BASIS**

AND

**HIRING THE SERVICES ONE NUMBER FOUR WHEEL AC VEHICLE
WITH DRIVER ON DAILY RENTAL BASIS AS AND WHEN
REQUIRED.**

MAKE AND MODEL

TOYATA – LAND CRUISER PRADO

OR

MITSUBISHI – PAJERO GLX

OR

NISSAN- PATROL – Y61

OR HIGHER MODEL

**VINTAGE OF THE VEHICLES SHOULD NOT BE MORE THAN TWO
YEARS FROM THE DATE OF BID CLOSING DATE.**

Bid closing date & time: 14.06.2016 at 11:00 Hours

Big opening date & time; 14.06.2016 at 11:30 Hours

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FORWARDING LETTER

Dear Sirs,

A Consortium of M/s. OIL INDIA LIMITED (OIL), and M/s. INDIAN OIL CORPORATION LIMITED (IOCL), where OIL is the operator, is carrying out various exploration activities in the on-land exploration Shakthi block, Gabon, under administrative guidelines of Gabon's Direction Generale des Hydrocarbures [DGH].

Both OIL and IOCL are independent "Schedule A" premier National oil companies of India, under the Ministry of Petroleum and Natural Gas, Government of India. OIL is engaged in the business of Exploration, Production and Transportation of crude oil and natural gas and IOCL is engaged in the business of refining of crude oil, transportation of crude oil and marketing of petroleum product.

In connection with its operations in Gabon, OIL invites competitive bids from resident of Gabon or Firm registered in Gabon, for the following services.

1.0 ONE NUMBER FOUR WHEEL AC VEHICLE OF ANY OF THE FOLLOWING MAKE AND MODEL ON MONTHLY RENTAL BASIS WITH DRIVER AS DETAILED IN THE TENDER. VINTAGE OF THE VEHICLE SHOULD NOT BE MORE THAN TWO YEARS.

TOYATA – LAND CRUISER PRADO

OR

MITSUBISHI – PAJERO GLX

OR

NISSAN- PATROL – Y61

OR HIGHER MODEL

2.0 ONE NUMBER FOUR WHEEL AC VEHICLE OF ANY OF THE FOLLOWING MAKE AND MODEL WITH DRIVER ON DAILY RENTAL BASIS AS AND WHEN REQUIRED AS DETAILED IN THE TENDER. VINTAGE OF THE VEHICLE SHOULD NOT BE MORE THAN TWO YEARS. CONTRACTOR TO PLACE THE VEHICLE ON 12 HOURS ADVANCE NOTICE.

TOYATA – LAND CRUISER PRADO

OR

MITSUBISHI – PAJERO GLX

OR

NISSAN- PATROL – Y61

OR HIGHER MODEL

The contract period is 2 (two) years.

You are invited to submit your most competitive bid on or before the scheduled bid closing date and time. For your ready reference, few salient points of the bid document (covered in detail in the Bid Document) are highlighted below:

Sl. No.	ITEMS	DETAILS
(i)	Tender No.	OIL/GABON/ENQ-VEHICLE/35/16 DATED 09.05.2016
(ii)	Bid Closing Date & Time	14.06.2016 at 11 :00 Hours, GABON ST
(iii)	Bid Opening Date & Time	14.06.2016 at 11 :30 Hours, GABON ST
(iv)	Bids to be Addressed to	General Manager GABON Project, OIL INDIA LIMITED, La Sablière, Immeuble FIDJI Pres de la Cour Constitutionnelle Libreville. B.P. 23134
(v)	Bid Submission Place	Bid should be submitted on/or before Bid Closing Date & Time at the following address; General Manager GABON Project, OIL INDIA LIMITED, Pres de la Cour Constitutionnelle La Sablière, Immeuble FIDJI Libreville. B.P. 23134
(vi)	Bid Opening Place	General Manager GABON Project, OIL INDIA LIMITED, Pres de la Cour Constitutionnelle La Sablière, Immeuble FIDJI Libreville. B.P. 23134
(vii)	Bid Price	Not applicable.
(viii)	Bid Security	Not applicable.
(ix)	Amount of Performance Bank Guarantee	@ 10% of annualized contract value valid for a period of 27 months (24 months contract period plus 3 months) from effective date of contract.
(x)	Bid validity	Minimum 90 days from the Actual Bid Opening Date.
(xi)	Duration of the Contract	2 years from the date of commencement of the Contract.
(xii)	Mobilization Time	The vehicle against item Sl. No. 1 (Section V, Part B) of the tender should be placed for Company's service within 30 days from the date of issue of Letter Of Award (LOA) or as

(xiii)	Liquidated Damage for delay in initial placement /Mobilization of vehicle.	advised by the Company. This is applicable only against the vehicle provided on Monthly rental basis. Ref item sl. No. 1 of section V. Liquidated damages shall be applicable for default in timely placement of the vehicle @ 0.5% of the total estimated agreement value for delay in placement of the vehicle per week or part thereof subject to maximum of 7.5%.
(xiv)	Vintage of the vehicles	The vehicles offered against both the items of the contract should not be more than 2 years reckoned from the bid closing date.

OIL is looking forward for your active participation in the tender.

OIL INDIA LIMITED

(N. J. SAIKIA)
HEAD CONTRACTS
FOR GENERAL MANAGER (GABON PROJECT)
OIL INDIA LIMITED,
LIBREVILLE, P.O.BOX 23134, GABON

SECTION - I

INSTRUCTIONS TO BIDDERS:

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

2.0 BIDDING DOCUMENTS:

Interested bidders should collect bid document against application from

**GENERAL MANAGER
GABON PROJECT,
OIL INDIA LIMITED,
LA SABLIÈRE, IMMEUBLE FIDJI
PRES DE LA COUR CONSTITUTIONNELLE
LIBREVILLE. B.P. 23134**

3.0 TRANSFERABILITY OF BID DOCUMENTS:

3.1 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.

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

3.3 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.

4.0 PREPARATION OF BIDS:

4.1 LANGUAGE OF BIDS: The bid as well as all correspondence and documents relating to the bid exchanged between the Bidder and the company shall be either in English or French language, except that any printed literature may be in another language provided it is accompanied by an English or French translated version, which shall govern for the purpose of bid interpretation.

4.2 BIDDER'S NAME & ADDRESS: Bidders should indicate in their bids their detailed postal address including Fax/Telephone / Cell Phone Nos. and E-mail address.

5.0 DOCUMENTS COMPRISING THE BID:

The bidder should submit their offer in writing under single stage composite bid system i.e. only a single Techno-Commercial Bid comprising of the following documents:

- i) Complete technical details/Scope of works/ services and vehicle specifications with catalogue, etc.
- ii) Documentary evidence establishing Bidder's eligibility as per BEC/BRC defined in Section – II
- iii) Schedule of service & Price format (Section - V).

6.0 BID PRICE:

6.1 Rates/Unit Prices must be quoted in FCFA only in words as well as in figures.

6.2 Price quoted by the Successful Bidder must remain firm throughout its performance of the Contract and is not subject to variation on any account, including extension period, if any.

6.3 All duties and taxes including Corporate income taxes, Service Tax and other levies payable by the Contractor under the Contract for which this Bid Document is 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. For example, personal taxes and/or any corporate taxes arising out of the profits on the contract as per rules of the country shall be borne by the bidder.

However, do not include TVA in your quoted price. Being in Exploration phase, Company is exonerated from payment of TVA. The Company shall provide Exemption Certificate for TVA against each Invoice.

7.0 BID SECURITY: NOT APPLICABLE.**8.0 PERIOD OF VALIDITY OF BIDS:**

8.1 Bids shall remain valid for Minimum 90 (ninety) days from the date of bid opening prescribed by the Company.

8.2 In exceptional circumstances, the Company may solicit the Bidder's consent to an extension of the period of validity. The request and the response thereto shall be made in writing (by Fax or E-mail). A Bidder may refuse the request without forfeiting their Bid Security. A Bidder granting the request will neither be required nor permitted to modify their bid but shall arrange suitable validity extension of their bid security provided under para 7.0 above.

9.0 FORMAT AND SIGNING OF BID:

9.1 The Bidder shall prepare three copies of the bid clearly marking original as "ORIGINAL BID" and the rests as "COPY OF BID". In the event of any discrepancy between them, the original shall prevail.

9.2 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 authorization shall be indicated by written power of attorney accompanying the technical bid. The person or persons signing the bid shall initial all pages of the bid, except for un amended printed literature.

9.3 The bid should contain no inter lineation, white fluid erasures or overwriting except as necessary to correct errors made by the Bidder, in which case such correction shall be initialed by the person(s) signing the bid. Any bid not meeting this requirement shall be liable for rejection.

SUBMISSION OF BIDS:**10.0 SEALING AND MARKING OF BIDS:**

10.1 The tender is being processed according to a single stage – composite bid procedure. A single offer should be submitted in triplicate (One original and two copies)

containing Technical as well as commercial details including the rates as per the Price Schedule & Schedule of Rates provided herein.

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

10.3 The cover containing the Bid (Original and two copies) should be sealed, superscribing the following on the right hand top corner of the envelope.

(i) Tender No. : -----

(ii) Bid closing date : -----

(iii) Bidder's name : -----

10.4 The offer should contain complete specifications, details of services and equipment/accessories offered together with other relevant literature/catalogues of the equipment offered.

10.5 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/noncompliance to each clause and the same should be enclosed with the bid.

10.6 Timely delivery of the bids is the responsibility of the Bidders. Bidders should send their bids as far as possible by Registered Post or by Courier Services. Company shall not be responsible for any postal delay/transit loss. Bidders can also submit their quotation directly in the tender box, kept in the office of GM(Gabon Project) at the address given below;

**GENERAL MANAGER
GABON PROJECT,
OIL INDIA LIMITED,
LA SABLIÈRE, IMMEUBLE FIDJI
PRES DE LA COUR CONSTITUTIONNELLE
LIBREVILLE. B.P. 23134**

10.7 Cable/ Fax/E-mail/ Telephonic offers will not be accepted.

11.0 DEADLINE FOR SUBMISSION OF BIDS:

Bids must be received by the Company at the address specified above, also in the forwarding Letter, not later than the bid closing time and date mentioned in the letter.

12.0 LATE BIDS:

Any Bid received by the Company after the deadline for submission of bids prescribed by the Company shall be rejected.

13.0 MODIFICATION AND WITHDRAWAL OF BIDS:

13.1 The Bidder, after submission of bid, may modify or withdraw its bid by written notice prior to bid closing.

13.2 The Bidder's modification or withdrawal notice shall be prepared sealed, marked and dispatched in accordance with the provisions of para 10.0. A withdrawal notice may also be sent by e-mail but followed by a signed confirmation copy, postmarked not later than the deadline for submission of bids.

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

13.4 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. Withdrawal of a bid during this interval shall result in the Bidder's forfeiture of its Bid Security.

14.0 EXTENSION OF B.C.DATE:

In the event of receipt of a single offer against the Tender within the B.C. Date, OIL reserves the right to extend the B.C. date as deemed fit by the Company. During the extended period, the bidders who have already submitted the bids on or before the original B.C. date, shall not be permitted to revise their quotation.

15.0 BID OPENING AND EVALUATION

15.1 Company will open the Bids, including submission(s) made pursuant to para 13.0, in the presence of Bidder's representatives who choose to attend at the date, time and place mentioned in the Forwarding Letter. However, the Bidder's representative must produce an authorized letter from the bidder at the time of opening of tenders. Unless this Letter is presented, the representative will not be allowed to attend the opening of tenders. The Bidders' representatives who are allowed to attend the bid opening shall sign in a register evidencing their attendance. Only one representative against each bid will be allowed to attend.

15.2 Bid (if any) for which an acceptable notice of withdrawal has been received pursuant to para 13.0 shall not be opened. On opening the remaining bids Company will examine them to determine whether the same are complete, requisite Bid Securities have been furnished, documents have been properly signed and the bids are generally in order.

15.3 At Bid opening, Company will announce the Bidders' names, written notifications of bid modifications or withdrawal, if any, furnishing of requisite Bid Security, rates/costs quoted and such other details as the Company may consider appropriate.

15.4 Company shall prepare, for its own records, minutes of bid opening including the information disclosed to those present in accordance with the sub-para 15.2.

15.5 To facilitate examination, evaluation and comparison of bids the Company may, at its discretion, ask the Bidder for clarifications of its bid. The request for clarification and the response shall be in writing and no change in the price or substance of the bid shall be sought, offered or permitted.

15.6 Prior to detailed evaluation, the Company will determine the substantial responsiveness of each bid to the Bidding Documents. For this purpose, a substantially responsive bid is one that conforms to all the terms and conditions of the Bidding Document without material deviations. The Company's determination of bid's responsiveness is to be based on the contents of the Bid itself without recourse to any extrinsic evidence.

15.7 A Bid determined as not substantially responsive will be rejected by the Company and cannot subsequently be made responsive by the Bidder through correction of the nonconformity.

15.8 The Company may waive minor informality or nonconformity or irregularity on a bid that does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any Bidder.

15.9 The Company will examine the Bids to determine whether they are complete, any computational errors have been made, required sureties have been furnished, the documents have been properly signed, and the bids are generally in order.

15.10 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, his bid will be rejected. If there is a discrepancy between words, and figures, the amount in words will prevail.

16.0 EVALUATION AND COMPARISON OF BIDS:

The Company will evaluate the cost details quoted by the technically qualified bidders and compare the bids to ascertain their inter-se-ranking as per Bid Evaluation Criteria (Section-II) of the tender document based on rates quoted in Price Schedule & Schedule of Rates (Section - V).

17.0 CONTACTING THE COMPANY:

17.1 Except as otherwise provided in para 13.0 & 15.5 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.

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

D. AWARD OF CONTRACT

18.0 AWARD CRITERIA:

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

19.0 COMPANY'S RIGHT TO ACCEPT OR REJECT ANY BID:

Company reserves the right to accept any bid and to reject any or all bids.

20.0 NOTIFICATION OF AWARD:

20.1 Prior to the expiry of the period of bid validity or extended validity, the Company will notify the successful Bidder in writing by registered letter or by fax (to be confirmed in writing by registered / courier letter) that his bid has been accepted.

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

21.0 PERFORMANCE SECURITY & RETENTION MONEY:

21.1 Successful bidder shall be required to furnish an amount equivalent to 10% of annualized contract value as Performance Security Deposit within 15 days of notification of award of contract and before signing of the formal contract. In case of default the

award of contract may be canceled. The Performance Security Deposit may be in the form of bank guarantee as per the format given in Proforma B or Demand Draft in favour of OIL INDIA LIMITED payable at Libreville, Gabon or in any other form acceptable to Company. The performance security shall be payable to Company as compensation for any loss resulting from Contractor's failure to fulfill its obligations under the Contract.

21.2 The performance security specified above must be valid for three (03) months beyond the expiry date of the contract to allow Company to lodge claim, if any. The same will be discharged by Company not later than 30 days following its expiry. In the event of extension of contract, subsequent to expiry of validity of the original contract period, Contractor shall have to extend the validity of the performance security accordingly.

21.3 Failure of the successful bidder to comply with the requirements of para 21.1 or 21.2 above 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 on the bidder as deemed fit including debarment and legal action.

INVOCATION OF PERFORMANCE SECURITY:

21.4 In the event of Contractor failing to honour any of the commitments entered into under the contract and/or in respect of any amount due from Contractor to Company, Company shall have an unconditional option under the guarantee to invoke the Performance Bank Guarantee and claim the amount from Bank.

21.5 The Security Deposit shall be forfeited in case of occurrence of the following events:-

(a) In case of any event occurring when the outstanding bills of the Contractor are not sufficient for recovery against payable Liquidated Damage/Penalty during the tenure of the contract.

AND / OR

(b) In case of Premature Termination due to default or breach of contract by the Contractor.

22.0 SIGNING OF CONTRACT:

22.1 At the same time as the Company notifies the successful Bidder that their Bid has been accepted, the Company will either invite the bidder for signing of the agreement or send the formal Contract document. The contract document will be accompanied by the General & Special Conditions of Contract, technical specifications, schedules of rates and all other relevant documents.

22.2 Within 15 days of receipt of the final contract document, the successful Bidder shall sign the contract and return the same to the Company.

(END OF SECTION – I)

SECTION – II**BID REJECTION / EVALUATION CRITERIA (BRC/BEC)****1.0 BID REJECTION CRITERIA (BRC):**

1.1 The bid shall conform generally to the specifications and terms and conditions given in the bidding documents. Bids will be rejected in case services offered do not conform to the required parameters stipulated in the tender document. Notwithstanding the general conformity of the bid to the stipulated specifications, the following requirements will have to be particularly met by the bidder(s) without which the same will be considered as non-responsive and rejected.

1.2 Bidder(s) must quote clearly and strictly in accordance with the price format outlined in (SECTION-V; PART B). The Bids in which the rates for any part of the work are not quoted shall be rejected. However, if no charge is involved for any of the work/item, 'NIL' should be mentioned against such part of work.

1.3 The bids are to be submitted under Single Stage Composite Bidding System (Techno-Commercial bid) in sealed envelopes submitted together.

1.4 Bids must be kept valid for acceptance of OIL for at least 90 days from the date of scheduled bid closing.

1.5 Price quoted by the successful Bidder must be held firm during its performance of the contract and not subject to variation on any account. A bid submitted with an adjustable price quotation will be treated as non-responsive and rejected.

1.6 Bidders have to confirm their compliance to the following clauses of the tender. Please refer format for compliance enclosed vide Proforma E.

(i) Performance Guarantee Clause	- Ref. Para 21 of Section I
(ii) Force Majeure Clause	- Ref Para 11 of Section III
(iii) Tax Liabilities Clause	- Ref. Para 16 of Section III
(iv) Arbitration Clause	- Ref. Para 12 of Section III
(v) Applicable Law	- Ref. Para 13 of Section III
(vi) Liquidated damages & penalty clause	- Ref. Para 21, 1.22(a) & 1.27 of Section III
(vii) Safety and Labour Law	- Ref. Para 23 of Section III
(viii) Termination Clause	- Ref. Para 9 of Section III
(ix) Warranty and Remedy of defects clause	- Ref. Para 22 of Section III

BID EVALUATION CRITERIA (BEC):

The bidder must meet the following evaluation criteria failing which the offer shall be rejected:

2.1 FINANCIAL:

2.1(a) The bidder should have Annual Turnover of at least FCFA 30 830 000 in any of the preceding 3 (three) financial years (i.e. 2013-14, 2014-15, 2015-16. or 2013, 2014 & 2015 whichever is applicable.).

2.1(b) Net worth of the bidder should be positive for the financial year 2015-16 or 2015 whichever is applicable.

2.1(c) The bidder should submit audited financial report (such as Profit and Loss Statement & Balance sheet) or copies of statutory return to the concerned authority in support of above 2.1(a) and 2.1(b).

2.2 TECHNICAL:

2.2 (a) Experience of having successfully completed at least one job of similar nature during last 7 (seven) years (to be reckoned from the original bid closing date) of value not less than FCFA 61 660 000

2.2 (b) 'SIMILAR NATURE' Jobs means the bidder must be in the business of providing services for passenger vehicle.

2.2(c) Bidder to submit following documentary proofs in support of experience.

Certificate issued by any organization (for jobs successfully completed during the last seven years ending bid closing date) showing:

- i) Gross value of job done; and
- ii) Nature of job done; and
- iii) Time period covering the financial year(s)/calendar year(s) as per the NIT.

2.3 The Bidder must be a resident of Gabon or in case of a Firm- it should be registered in Gabon. The bidder must have a business office establishment for a least one year at Libreville. Documentary evidence must be provided in the form of Municipality trade license (Fiche Circuit) or other such documents as per the following which satisfies as a proof of having the office establishment.

- (i) Trade License issued by the local authority in the name of the bidder/ Fiche Circuit.

Or

- (ii) Landline phone number in the name of the bidder.

Or

- (iii) Electricity bill for last one year in the name of the bidder.

2.4 In case the bidder is a Partnership Firm, they have to submit registered partnership agreement/deed.

2.5 The bidder must confirm to place the vehicle, against item No. 1.0 of section V, within 30 (Thirty) days from the date of LOA or as advised by the Company.

2.6 Vehicle offered against item Sl. No. 1 0 of section V of the tender must be in the name of the individual/Firm or owner of the Firm, participating in the tender.

2.7 The vintage of the vehicles should not be more than 2 (two) years on the date of bid closing day. Valid documentary evidence like Carte Grese, Visit Technique and insurance documents should be submitted along with the bid in support of ownership, year of manufacture, Road Permits, Registration, Road Tax, Fitness, Comprehensive insurance, as applicable of the vehicle offered by the bidder against item Sl. No. 1 of the tender.

In case of new vehicle, such certificates to be submitted at the time of placement of the vehicle

3.0 EVALUATION OF PRICE:

The bids conforming to the technical specifications, terms and conditions stipulated in the bidding documents and considered to be responsive after subjecting to the Bid Rejection Criteria will be considered for further evaluation as per the Bid Evaluation Criteria given below:

3.1 The Priced-Bids will be evaluated using the rates quoted in the PRICE FORMAT (Section-V; Part B) on the following basis:

(i) The quantities given in the Price Format (Section-V; Part B) against each item are the estimated requirements against the tender. For the purpose of bid evaluation, the estimated quantities against each item will be multiplied by the rates quoted by the bidders and the total amount against each item will be added to evaluate the total estimated value of the contract to determine the lowest bid for that category.

(ii) The estimated quantities indicated in Section-V; Part B against each item are for evaluation purposes only. The actual work to be carried out may be more or less depending upon actual requirement and payment will be made for the actual work done.

3.2 Only one bid against a party offering individually as well as under Proprietorship/Partnership firms shall be accepted. In case any bidder is found to submit separate bids under proprietorship as well as under any Partnership firm then the acceptable bid made in the name of the Partnership firm will only be considered for further evaluation.

3.3 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.

3.4 All the services shall be obtained from the same source.

4.0 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 BRC/BEC also and such clarification 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.

(END OF SECTION - II)

SECTION – III

GENERAL CONDITIONS OF CONTRACT

1.0 DEFINITIONS AND CONDITIONS GOVERNING THE SERVICES:

In this Contract, unless the context otherwise requires:

1.1 "Contract" means the Agreement to be entered into between Company and Contractor including the terms and conditions as recorded therein and all formats/proformas & attachments thereto and all documents incorporated by reference therein.

1.2 **"AREA OF OPERATIONS"** means any place/province of the Republic of Gabon.

1.3 **"BASE STATION"** Libreville Gabon.

1.4 **"BID OPENING DATE"** means the date on which the Tender was opened by the Company against the finalization of this agreement.

1.5 **"BREACH OF CONTRACTUAL OBLIGATION"** means amongst others also the following:

- (i) Carriage of unauthorized passengers or unauthorized use of the vehicle/equipment by the Contractor while under this agreement with the Company.
- (ii) Withdrawal of vehicle(s) from the service before expiry of the term of this Agreement for any reason whatsoever without the consent/instruction of the Company.
- (iii) Failure to park the vehicle(s) after release on close of working hours at place designated by Company's representative.
- (iv) The vehicle must be owned and registered in the name of the contractor during the entire tenure of the contractual period including extension period, if any.

1.6 **"COMPANY"** means Oil India Limited.

1.7 **"COMMENCEMENT OF SERVICE"** means the date and time of INTIAL PLACEMENT of the vehicle against item sl. No. 1 of Section V for the service of the Company under this Agreement.

1.8 **"COMPANY REPRESENTATIVE"** means: General Manager, Oil India Limited, Gabon Project or his nominee.

1.9 **CREW:** means Supervisors, Operators, Drives, Helper(s), as applicable, attached to the vehicle(s)

1.10 **"DUE DATE OF PLACEMENT"** means the date stipulated in Clause No.1.4, Section V hereof.

1.11 **"DETERIORATED CONDITION OF VEHICLE/EQUIPMENT"** means any vehicle(s) found not acceptable to Company's Representative after mechanical inspection or/and vehicle(s) found to be unworthy of undertaking the services envisaged under the provisions of this Agreement or/and vehicle(s) which is/are facing repeated breakdown due to inadequate, improper and timely repairs and maintenance and / or vehicle(s) refused by the Company's Representative or user to use as being unfit.

1.12 **"DAILY LOG BOOK"** means the format as may be certified by the Company's Representative on a day-to-day basis during the tenure of this Agreement.

1.13 **"DRIVER / OPERATOR"** means an individual possessing sound mental and physical health who must be in possession of an appropriate professional Driving who is having jurisdiction over the area of operations of the Company, who is (are) engaged by the Contractor and provided with the service envisaged under this Agreement, cost whereof included in the fixed charge per month.

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

- a) Delay in initial placement of vehicle(s) beyond the stipulated date/time.
- b) Unsuitability of the Driver or assigned/Attendant and/or working crew.
- c) Drunkenness and intoxication of the driver and/or the Attendant/crew.
- d) Non-availability of vehicle(s) or crew due to any reason, whatsoever.
- e) Non-possession of valid permits and licenses for the crew and vehicle(s)/equipment;
- f) Non-supply of fuel.
- g) Delay in placement of vehicle(s) on any day as per the instruction of the Company's Representative and / or unauthorized and untimely release of vehicle(s) on any day without prior permission and authorization from the Company's Representative during the tenure of this Agreement.
- h) Failure on part of the Contractor to discharge his/her obligations as set out in Clause 4.0 hereof and/or failure on part of the Contractor to abide with particular instructions as set out in Clause 5.0 hereof and/or failure on part of the Contractor to obey the instruction of the Company's Representative as set out in Clause 6.0 hereof.
- i) Any other acts or omissions by the Contractor or his/her crew whether specified or not hereof which disrupt the continuity of the service envisaged under this Agreement.

1.14 (B) In case of defect not leading to shutdown, the Company's Representative shall notify the Contractor to remedy the defect within reasonable time and till such defect is remedied, if necessary the vehicle(s) shall be released to the Contractor, whereupon it shall be treated as shut down and the pro-rata fixed charge per day shall not be paid for the period of shut down and liquidated damages/penalty as applicable shall be levied too.

1.15 **"FIXED CHARGE PER MONTH"** means fixed charge mentioned under Section V hereof which will be inclusive of depreciation, parking fee if applicable, all applicable taxes & duties (but excluding Service Tax) as applicable, insurances, wages and other emoluments of Operator/Driver(s) /Helper(s) and other operation staff/crew inclusive of relief Operator / Driver(s) / Helper(s) / and other operating staff/crew, which the Contractor will have to engage and provide at all times essentially for the continuous operation of the service envisaged under this Agreement. The Contractor shall have to ensure full compliance with Motor Vehicles Act and the Rules and all other applicable statutory acts as may be in force from time to time in the Republic of Gabon governing the engagement of staff, their conditions of service, wage, Statutory/weekly offs, holiday, overtime, annual leave etc. The Fixed Charges payable under this Agreement shall be deemed to be inclusive of all payments to be borne by the Contractor on all such accounts.

1.16 **"HOLIDAY"** means any Holiday as may be in force from time to time, which the Contractor would be required to give to his/her Crew. .

1.17 **"NORMAL HOURS/TIMINGS OF DUTY"** means the duty hours, which may be stipulated or instructed by the Company's Representative.

1.18 **OPERATOR/ HELPER** means such crew engaged by the Contractor and provided with the vehicle cost whereof is included in the Fixed Charge per month.

1.19 **"INSPECTION"** means initial/periodic inspection carried out by the Company's Representative to ascertain road worthiness of the vehicle(s) along with necessary Permits, Insurance etc. for the vehicle(s) as well as all the Crew engaged against this contract. The Company's decision in this regard shall be final.

1.20 **"INSURANCE"** means comprehensive insurance of the vehicle(s) and shall include insurance of the crew.

1.21 **"LICENCE AND PERMITS"** means any and all of the following which must be valid and updated periodically by the Contractor to the satisfaction of the Company:-

- a) Professional driving license(s) for the driver(s)/Operator(s);
- b) Carte Grese
- c) Visit Technique.
- d) Comprehensive insurance certificate(s) both for vehicle(s) as well as Crew;
- e) Any other as required under law in force of the land.

1.22 **"LIQUIDATED DAMAGES"** means pro-rata fixed charge per hour rate payable by the Contractor in case of Default as mentioned in Para 1.14(A) sub clause (b) to (i) which shall be levied for the shutdown period on the basis of 0.5 (Zero Point Five) times the rate subject to maximum of 12(Twelve) hours in a month arrived at on a cumulative basis. In case of continuing default beyond 12(Twelve) cumulative hours in a month, it would be treated, as breach of Contract and penalty as per clause No.1.27 will only be applicable.

1.23 **"LEAVE"** means Annual Leave to be granted to the Crew who are employees of the Contractor as per the rules of the land as may be in force from time to time.

1.24 **"MONTHLY KILOMETREAGE STATEMENT CUM BILL"** means the format specified by the Company.

1.25 **"HELPER"** means an unskilled labourer employed by the Contractor.

1.26 (a) **"PRO-RATA FIXED CHARGE PER DAY"** in case of item no. 1 of Section V, means the Fixed Charge per month as specified in para 1.1 Part B, Section V divided by 30(Thirty) days.

1.26 (b) **"PRO-RATA FIXED CHARGE PER HOUR"** in case of item no. 1 of Part B, Section V, means the amount accrued as per Clause 1.26(a) divided by 24 (Twenty Four) hours.

1.27 **"PENALTY"** means the amount payable by the Contractor in the event of breach of contract. In case, default as stated in clause 1.14, continues beyond 12(Twelve) cumulative hours in a month, it would be treated, as breach of Contract and penalty shall only be applicable which shall be levied at a rate of the pro-rata fixed charge per day. Penalty shall be levied irrespective of whether such breach resulted in a shut down or otherwise.

1.28 **"PER KILOMETER RUNNING CHARGE"** means the rates stipulated in Item No.1.4 and 2.3 of Part B, Section V hereof and shall be deemed to include all the expenditures of the Contractor viz., cost of fuel, tyre / tube, battery & consumables like lubricants etc. and other maintenance expenditures including accessories/spare parts involved towards movement of the vehicle(s)/equipment.

1.29 **"STIPULATED HOURS OF SERVICE PER DAY"** means hours of duty per day, normal hours/timings of duty whereof shall be determined by the Company's Representative.

1.30 **"STATUTORY ACTS"** means all the acts, rules and regulations effecting the operation of the services under this Agreement as may be in force from time to time in the Republic of Gabon.

The Contractor shall be solely responsible for compliance with all statutory acts at all times during the tenure of the service Agreement.

1.31 (a) **"SHUT DOWN"** means disruption/non-availability of the vehicle/Transport Service due to any of the defaults in Clause 1.14(A).

1.31 (b) **"SHUT DOWN"** shall also mean the non-availability of the Transport service due to an accident.

1.32 **"STATUTORY OFF"** means the off day per week or the compensatory off day in lieu thereof which the Contractor is required to give to his/her operating crew as per the rules of the land in respect of which adequate relief driver/crew shall be provided at no extra cost to the Company.

1.33 (a) **"TAXES AND DUTIES"** means all Taxes due and payable by the Contractor towards operation of the services envisaged under this agreement.

1.32 (b) **TVA**, if applicable, shall be shown separately. Company, being in exploration phase is exempted from payment of TVA. Company will provide exemption certificate against each invoice.

1.32 (c) **Taxes and Duties** also mean withholding tax, wherever applicable, which will be deducted from Contractor's bill. Quoted price should be inclusive of withholding tax, if applicable.

1.34 **Mobilization Period** means, time required for initial placement of the vehicle against item Sl. No. 1 of Section V.

2.0 DESCRIPTION OF WORK:

2.1 All work against item no. 1.0 (Section V) performed by the Contractor shall be continuous, on day to day basis as set down in Schedule of Service, Units and Rates described in Section V hereof. Works against item No. 2.0 (Section V) as set down in Schedule of Service, Units and Rates described in Section V hereof to be performed by the Contractor on as and when required basis.

2.2 Contractor shall provide the transport service with vehicle(s) as determined in Section V hereof and shall be responsible for all actions necessary for day to day running and maintaining the services on a continuous basis in an efficient and adequate manner. The Contractor shall be responsible for timely payment of all applicable taxes, fees, insurances for smoothly operating the services envisaged under this agreement including all capital investments and operating expenses as may be necessary and incidental in relation thereto.

2.3 The rates agreed/accepted by the Contractor as set-out in Section V, Part B hereof are inclusive of all expenses mentioned hereof and such other similar charges as may be required including payment to his/her operator(s), Driver(s), Crew and other staff and other Statutory Acts. The rates stipulated in Section V, Part B, hereof shall be firm and final and no escalation whatsoever except as may be stipulated otherwise shall be admissible on any account.

2.4 The Contractor shall supply and maintain the services of the vehicles EVERY DAY with Operator(s)/ Driver(s) as may be required by the Company.

3.0 **MANNER OF CONDUCTING WORK:** The Contractor shall carry out all operations hereunder with due diligence, in a safe and workmen like manner and in accordance with the accepted practice and safety rules of the land.

4.0 OBLIGATIONS OF THE CONTRACTOR:

4.1 The Contractor shall observe and abide by all the Statutory Acts and shall be primarily and solely responsible for observance of the rules and regulations stipulated hereunder.

4.2 The Contractor shall be responsible and liable for all claims, monetary or otherwise, arising out of the use of vehicle(s) or operations of the services envisaged under this agreement including liability under the Statutory Act or any other liability as may arise due to operation of this agreement and the Company shall not be held liable or responsible for any such claim in any manner whatsoever. The Statutory requirements and obligations to be performed under the Statutory Acts affecting the operations of the services under this Agreement shall have to be performed by the Contractor only and shall be his/her sole responsibility. Be it stated particularly that the Contractor hereby undertakes to fully implement entirely at his/her own cost all the provisions of the Statutory Acts as may be in force from time to time in the Republic of Gabon and the rules framed there under as may be applicable to the operation of the service envisaged under this agreement in the area of operations of the Company.

4.3 The Company shall not be liable for any dues, statutory or otherwise claimed by the employees/workmen employed by the Contractor for the services rendered under this agreement and all such claims, statutory or otherwise or operation of any settlement or award in favour of the employees/workmen employed by the Contractor will be solely against the Contractor and not against the Company. Be it expressly stated that any demands whether present or future by the employees deployed by the Contractor against the services envisaged under this agreement shall have to be settled and satisfied by the Contractor solely and in the event of any loss or inconvenience or disruption that may result because of any non-settlement of such demands which may lead to a disruption of service envisaged under this Agreement shall also be deemed as a default.

4.4 Any unsettled disputes between the Contractor and his/her employees leading to a legal or illegal strike by them would have to be settled by the Contractor expeditiously. In the event of such a strike, whether legal or illegal, the vehicle(s) shall be treated as shut down. Any failure on the part of the Contractor to settle the disputes expeditiously or with reasonable dispatch which results in interruption of the services envisaged under this Agreement would be considered as a default under this agreement and the agreement would be terminated at the discretion of the Company. The Contractor shall, however, be given reasonable opportunity by the Company to explain that the cause of the dispute was not due to delay on his/her part or due to failure to implement the statutory obligations under the Statutory Acts as stipulated hereof. In the event if it is proved that the Contractor was in default as mentioned here above, the Company shall have the option to terminate the Agreement forthwith and the Contractor shall not be entitled to any damages or compensation whatsoever on account of such termination.

4.5 The Contractor shall ensure that the vehicle(s) deployed under this service agreement do not cause any damage to the Company's properties. In the event of any such damages, the cost of repair in respect thereof as determined by the Company's

Representative shall be deducted from the Contractors outstanding bills. The Company's decision in this regard shall be final and binding.

4.6 Any normal hours/timings of duty will be decided by the Company's Representative and shall be binding on the Contractor. The normal hours of duty/timings may be changed from time to time at the discretion of the Company and the Contractor shall be obliged to accept such changes.

4.7 The Contractor will park the vehicle(s) at his/their own parking yard or at Company's yard as directed by the Company's Representative at the end of the day's work. The Contractor found violating this will be liable for breach of Contract.

4.8 The Contractor must place the vehicle(s) for duties in time on any particular day as per the instructions of the Company's Representative. In the event of failure to adhere to the foregoing or in the event of unauthorized release of vehicle(s) before completion of the normal duty hours, the vehicle(s) shall be treated as shut down and will attract the liquidated damages for each such failure.

4.9 The vehicle should be supplied with the services of Drivers on duty hours basis, cost in respect thereof is included in that fixed charge per month as per clause No.1.15.

4.10 The Contractor shall keep the vehicle(s) roadworthy throughout the contract period by complying with the statutory requirement, failing which the vehicle(s) will be treated as shut down.

4.11 The Contractor should ensure that the vehicle(s) along with their Operator(s)/ Driver(s)/Helpers/ (as applicable) are available every day, including Holidays, Sundays, off days or during leave of the regular drivers/crew. In the event of failure to do so would tantamount to a default and the vehicle(s) shall be treated as shut down, in which case the liquidated damages shall be deducted from the Contractor.

4.12 The Contractor shall undertake only journeys authorized by the Company's Representative. Any unauthorized journeys shall be treated as breach of Contract and shall attract penalty for each such occurrence without prejudice to the Company's right to terminate the agreement without any compensation to the Contractor on any account whatsoever.

4.13 The Contractor shall indemnify the Company against any claims by the driver(s)/crew on account of payment of wages, bonus, perquisites etc.

4.14 The Contractor shall operate the service envisaged under this Agreement in an efficient, workmen like manner as per the instructions of the Company's Representative. The Contractor shall abide by the Company's Representative instructions always and ensure continuous uninterrupted service on day-to-day basis.

4.15 In the event any of the vehicles becoming out of order, or otherwise not available, a relief vehicle of same or higher model shall be placed in service immediately as substitute. In the event of failure on the part of the Contractor, liquidated damages as well as Shut down Charges will be payable by the Contractor as specified in the tender document. Also, the Company has the right to make alternative arrangement and additional expenditure incurred by the Company in arranging alternative arrangement, if any, will be recovered from the Contractor.

4.16 In case the contractor's vehicle meets with an accident damaging the life and property of 3rd party, the contractor shall sort out the matter immediately with the 3rd party and settle all the dues at the earliest. The Contractor should also immediately place a relief vehicle of same or higher model for the service of the Company. Also, the Company has the right to make alternative arrangement and additional expenditure

incurred by the Company in arranging alternative arrangement, if any, will be recovered from the Contractor.

5.0 PARTICULARS, SPECIFICATIONS AND INSTRUCTION TO THE CONTRACTOR:

5.1 The Contractor shall instruct his/her crew suitably to ensure that while driving speed limits as enforced are necessarily observed. Any violation of law due to crossing of the speed limits shall have to be addressed by the Contractor entirely at his/her own cost.

5.2 The vehicle(s) must be equipped with all standard fittings, accessories, instruments etc., and shall be at all times fully conform with all provisions of statutory acts of the land.

5.3 The vehicle(s) must all times be comprehensively insured against all risks.

5.4 The Operators / Driver(s) must possess valid and relevant professional licenses.

5.5 The vehicle(s) must at all times be licensed by the appropriate Govt. authority to ply on commercial basis and to carry passengers including crew and goods as applicable and within the designed load capacity.

5.6 The Contractor must ensure timely renewals of all licenses and permits and certificates within the due dates.

5.7 The vehicle(s) must be maintained in first class road worthy condition along with uniform standards of safety and comfort to passengers throughout the period of contract as initially provided for at the time of acceptance of the vehicle(s) on the date of placement.

5.8 (a) Hour meter, Speedometer and kilometreage gauge must be maintained at a high standard of accuracy. Any defects noticed by the Company's Representative at the initial and subsequent periodic inspections must be rectified forthwith by the Contractor at his/her own cost. Until such rectification, the readings of the instrument will be subject to such correction factor as may be determined by the Company's Representative. The Company's decision in this regard shall be final and binding on the Contractor.

5.8 (b) Monthly payments shall accordingly be regulated according to the corrected readings.

5.9 It will be solely the Contractor's responsibility to fulfill all the legal/statutory formalities with respect to the Health, Safety & Environmental aspects of the entire job as per the existing rules of the land of GABON. All employees of the Contractor who are deployed under this service agreement must observe the security and safety rules of the land.

5.10 The Contractor shall not refuse the vehicle(s) to be driven by the Company engaged operator / driver(s) / Company's officer(s) in case of emergency when Contractor's operator / driver(s) is/are not available for any reason.

6.0 RIGHTS OF COMPANY'S REPRESENTATIVE:

6.1 The Company's Representative shall upon initial placement of vehicle(s) check all the relevant documentation and duly inspect/test the same before accepting it for the services under this agreement. Such inspection/test shall be carried out entirely at the Contractors' risk and cost. Any equipment / vehicle found deficient or defective in any manner will not be acceptable till such deficiency is completely rectified to the satisfaction of the Company's Representative.

6.2 The Company's Representative shall have power amongst others as follows:-

a) Fix the normal duty hours/timings of the Contractor and regularly monitor the same;

- b) Instruct the Contractor from time to time for such further inspection as may be necessary for the proper and adequate supply of services and for keeping such records as are deemed necessary.
- c) Instruct the Contractor to replace by more suitable hands any of his/her crew engaged for running/operating the equipment / vehicle(s) or for general management of the service when such person is found unsuitable for the purpose of rendering efficient service to the Company under this agreement. Be it expressly stated that the Company shall not be responsible or liable in the event of any action by the Contractor against his/her employees or workmen in any manner whatsoever arising out of their removal or replacement.
- d) Instruct the Contractor to remedy breach of contract and levy any penalty in relation thereto.
- e) Refuse the services of any vehicle(s) found in deteriorated conditions and order the Contractor to rectify the defects or arrange for replacement till such default is remedied.
- f) Instruct the Contractor to park the vehicle(s) at a specified place within the Company's premises or at the Contractor's works.
- g) Instruct the Contractor to render the services beyond the stipulated hours of service.
- h) Instruct the Contractor to undertake authorized journeys to specified destination(s) and carry the authorized passengers or goods as the case may be.
- i) Instruct the Contractor to go out of station for overnight halt(s).
- j) Undertake periodic inspection of the vehicle(s) as per programmed as may be decided by him/her. Such inspection shall be carried out in the presence of the Contractor or in presence of his / her authorized representative. Such inspection/ test carried out by the Company shall be at the Contractor's cost and risk.
- k) Instruct the Contractor to remedy/rectify expeditiously and defects revealed upon periodic inspection/test carried out by the Company. Such rectification shall be at the Contractor's cost entirely.
- l) Instruct the Contractor to remove the equipment / vehicle(s) in respect of which the defects as aforesaid which have been detected upon inspection/test periodically by the Company which have remained un rectified.
- m) Instruct the Contractor to remove the vehicle(s) in respect of which defects have been found upon periodic inspection from the service under this agreement till such time as the same are rectified.
- n) Check the hour meter, speedometer and kilometer readings and notify any defects and determine any correction factor on the statement-cum-bill in case the readings are found to be defective.
- o) Instruct the Contractor to furnish the names of all operator, driver(s) and crew with full particulars at the time of commencement of the service or on any occasion when such operator / driver(s)/crew are required to be replaced for any reason.
- p) The Company's Representative shall clearly indicate the total shut down hours in a month due to maintenance of the vehicle(s) and/or default with reason in the monthly statement which will be treated as final for determining liquidated damages or penalty, if any.

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

7.0 SECURITY DEPOSIT:

7.1 The Contractor shall upon acceptance of the tender, pay to the Company within 15 (Fifteen) days of issue of Letter of Award (LOA) a Security Deposit amounting to 10% of annualized contract value by way of DEMAND DRAFT or BANK GUARANTEE valid beyond three months of the full tenure of the contract, in favour of OIL INDIA LIMITED, GABON PROJECT and payable at Libreville, Gabon as a guarantee against timely placement of the vehicles in an acceptable condition and as a guarantee towards smooth operation of the services envisaged under the agreement. This money shall not bear any interest and will be refunded only upon successful completion of the tenure of the contract (including any extension being granted) after deduction/recovery, if any. Failure to provide the aforesaid security amount would render the party liable for rejection and in turn the company may take any action at its sole discretion.

7.2 The Security Deposit shall be forfeited in case of the occurrence of the following events:-

- a) In case of non placement of vehicle(s) as per agreement, in full at the sole discretion of the Company.
- b) In case of any event occurring as envisaged in clause No.8.1 hereof;
and/or
- c) In case of any event occurring as envisaged in clause No.9.0 hereof, where the outstanding bills are not adequate to recover the damages to the extent of such shortfall;
- d) In case of premature termination due to default or breach of contract by the Contractor.

7.3 In the event of an occurrence as envisaged in clause No.7.2 (b) & (c), the Contractor will have to furnish additional Security Deposit in the manner prescribed to the extent of amount forfeited. Failure on the part of Contractor to comply with this would render this agreement liable for termination whether partially or fully at the sole discretion of the Company, without prejudice to the right of the Company to take any other action or such default including but not limited to forfeiture of the entire security deposit. The Contractor shall not be entitled to any damages or compensation whatsoever on account of such termination

7.4 Provided that in case of delay in initial placement of the vehicle beyond 2(Two) months from the due date of placement, this agreement shall automatically stand terminated to the extent of the non-performance. This will be without prejudice to the right of the Company to terminate the agreement with 1(One) month's due notice. The Contractor will not be entitled to any damages or compensation whatsoever on account of such termination.

8.0 Default:

8.1 The Contractor shall commence the service by placing the vehicle(s) as per this agreement on and with effect from the due date of placement. Any delay in initial placement of vehicle for whatsoever reasons beyond the stipulated due date of placement will attract liquidated damages for Mobilization as per clause 21.0. If the delay is beyond 2 (Two) months from the due date of placement the contract will be terminated as per clause 9.4.

8.2 In the event of a default (Clause 1.14(A) sub clause b) to i) leading to a shut down, the Contractor shall not be paid the daily pro-rata fixed charge for the day(s) or part thereof and also be liable to pay to the Company liquidated damages/penalty as

applicable. Such amount will be recovered normally from the Contractor's outstanding bills.

8.3 In case of default not leading to shut down, the Company's representative shall notify the Contractor to remedy the default within reasonable time and till such default is remedied, if necessary the vehicle(s) shall be released to the Contractor, whereupon it shall be treated as shut down and the pro-rata fixed charge per day shall not be paid for the period of shut down and liquidated damages/penalty as applicable shall be levied too.

8.4 In case of non availability of vehicle(s) due to any reason whatsoever including accident, the Contractor will have to provide a relief vehicle(s) of same or higher model immediately till the original vehicle is placed back. However, if the Contractor fails to do so pro-rata fixed charges along with liquidated damages for the period of non availability of vehicle(s) will be deducted from their bill.

9.0 TERMINATION:

9.1 In the event of the Contractor's failure to place vehicle(s) in due time or render proper services or fails to perform any of his/her obligations as per terms of this Agreement, the Company reserves the right to terminate wholly or partially the Agreement with 30(Thirty) days notice in writing and on the expiry of this notice period, this service Agreement shall stand terminated or modified for the reduced number of equipment / vehicle(s) and Contractor shall not be entitled to any damage or compensation on account of such termination or reduction in number of equipment / vehicle(s) or otherwise from any cause arising whatsoever.

9.2 The Company may at any time terminate the contract giving a written notice to the Contractor without compensating him, if the Contractor becomes bankrupt or otherwise insolvent, provided such termination will not prejudice or effect any right of action or remedy which occurred or will occur thereafter to the Company.

9.3 The Company may send written notice to the Contractor, terminate the agreement, in whole or in part at any time for its convenience. The notice of termination shall specify that the termination is for Company's convenience, the extent to which performance of service under this agreement is terminated and the date which such termination becomes effective, which will be at least 45(Forty Five) days after the date of the notice of termination. If the Company exercises this right, it shall pay the Contractor in accordance with the provisions of this agreement for the services satisfactorily rendered up to the date of termination. The Contractor will not be entitled to any damages or compensation on account of such termination.

9.4 This Agreement shall stand partially or fully terminated in case of default due to delay in placement of vehicle beyond 2 (Two) months from the due date of placement stipulated hereof and the Contractor shall be debarred at the discretion of the Company from quoting against any future contract for a period not exceeding 2(Two) years for such default. Such termination will be without prejudice to the Company to forfeit the Security Deposit also.

9.5 The Agreement shall be deemed to be automatically terminated on the expiry of duration of the Agreement (or extension, if any, thereof).

9.6 Either party shall have the right to terminate the Agreement on account of Force Majeure as set forth herein above.

9.7 In case the Contractor's rights and/or obligations under the Agreement 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 the Agreement.

9.8 If at any time during the term of the Agreement, breakdown of the Contractor's vehicle(s) results in the Contractor being unable to perform his obligations hereunder for a period of 7 successive days (not including Force Majeure delay) the Company at its option may terminate the Agreement in its entirety without any further right or obligation on the part of the Company, except for the payment of money then due. No notice shall be served by the Company under the condition stated above.

9.9 **CONSEQUENCES OF TERMINATION:** In all cases of termination herein set forth, the relative obligations of the parties to the Agreement shall be limited to the period up to the date of termination. Notwithstanding the termination of the Agreement, the parties shall continue to be bound by the provisions of the Agreement that reasonably require some action or forbearance after such termination.

9.10 In the event of termination of the Agreement, the Company will issue Notice of Termination to the Contractor with date or event after which the Agreement will be terminated. The Agreement shall then stand terminated and the Contractor shall demobilize his personnel and materials.

10.0 PAYMENT TERMS:

Payment shall be made on monthly basis against the work completed by the Contractor within 30 days from the date of receipt of undisputed bills on the basis of accepted rates as mentioned in Part-B, Section V of this Service Agreement. Taxes will be deducted at source as per the existing Act, wherever applicable.

11.0 FORCE MAJEURE:

11.1 In the event of either party being rendered unable by 'Force Majeure' to perform any obligation required to be performed by them under the agreement, the relative obligation of the party affected by such 'Force Majeure' will stand suspended as provided herein. The word 'Force Majeure' as employed herein shall mean acts of God, war, revolt, agitation, strikes, riot, fire, flood, sabotage, civil commotion, road barricade (but not due to interference of employment problem of the party) and any other cause, whether of kind herein enumerated or otherwise which are not within the control of the party to the agreement and which renders performance of the contract by the said party impossible.

11.2 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 supports of its claim.

11.3 Should 'Force Majeure' conditions as stated above occur and should the same be notified within seventy two (72) hours after its occurrence, the either party will have the right to terminate the agreement with prior written notice if such 'Force Majeure' condition continues beyond consecutive ten (10) days. Should either party decide not to terminate the agreement even under such condition, no payment would apply during the 'Force Majeure' period unless otherwise agreed to.

12.0 ARBITRATION:

All disputes or differences whatsoever arising between the parties out of or relating to the construction, meaning and operation or effect of this contract or the breach thereof shall be settled by arbitration in accordance with the Rules of Arbitration of the International Chamber of Commerce, in Paris, France, in French or English as the Parties may agree, by 03 (Three) Arbitrators. Each Party shall appoint one Arbitrator, and the International Chamber of Commerce shall appoint the third Arbitrator who must

be in no way related to either Party and who will be the Chairman of the Arbitration Body.

13.0 APPLICABLE LAWS: The contract shall be deemed to be a contract made under, governed by and construed in accordance with the laws of Gabon. The Contractor shall ensure full compliance of various Gabonese laws and statutory acts.

14.0 LIABILITY & INDEMNITY:

14.1 Except as otherwise expressly provided, neither the Company nor its servants, agents, nominees, shall have any liability or responsibility whatsoever to whomsoever (including the owner) for loss or damages to the equipment and/or loss or damage to the property of the Contractor and/or its sub-contractors, irrespective of how much loss or damage is caused by willful and gross negligence of the Company and/or its servants, agents, nominees, assignees. The Contractor shall protect, defend, indemnify and hold harmless the Company from and against such loss or damage and any suit, claim or expense resulting there from.

14.2 Neither the Company nor its servants, agents, nominees, assignees, subcontractors shall have any liability or responsibility whatsoever for injury to, illness, or death of any employee of the Contractor irrespective of how such injury, illness or death is caused unless caused by willful and gross negligence of the Company and/or its servants, agents, nominees, assignees. The Contractor shall protect, defend, indemnify and hold harmless the Company from and against such loss or damage and any suit, claim or expense resulting there from.

14.3 Except as otherwise, expressly provided, neither the Contractor nor his/her servants, agents, nominees, contractors or sub-contractors shall have any liability or responsibility whatsoever to whomsoever (including the owner) for loss of or damage to the equipment and/or loss to the property of the Company irrespective of how such loss or damage is caused unless caused by willful or gross negligence of the Contractor or his/her servants, agents, nominees, assignees, contractors and sub-contractors. The Company shall protect, defend, indemnify and hold harmless the Transport Supplier from and against such loss or damage and any suit, claim or expense resulting there from.

14.4 Neither the Transport Supplier nor his/her servants, agents, nominees, assignees, contractors, sub-contractors shall have any liability or responsibility to whomsoever for injury to, illness, or death to any employee of the Company, irrespective of how such injury, illness or death is caused unless caused by willful or by gross negligence by or his/her servants, agents, nominees, assignees, contractors or sub-contractors and assignees and hold harmless the Transport Supplier from and against such loss or damage and any suit, claim or expense resulting there from.

14.5 INDEMNITY AGREEMENT

The Contractor agrees to protect, defend, indemnify and hold the Company harmless from and against all claims, suits, demands and causes of action, liabilities, expenses, costs, liens and judgment of every kind and character, without limit, which may arise in favour of the Contractor's employees, agents, contractors and sub-contractors or their employees on account of bodily injury or death, or damage to personnel/property as a result of the operations / services contemplated hereby, regardless of whether or not the said claims, demands or causes of action arise out of negligence or otherwise, in whole or in part, or other faults.

14.6 The Company agrees to protect, defend, indemnify and hold the Contractor harmless from and against all claims, suit, demands, and causes of action, liabilities, expenses, costs, liens and judgment of sever kind and character, without limit. Which may arise in favour of the Company's agents, contractors and sub-contractors or their employees on account of bodily injury, death or damage to personnel/property as a result of the operations contemplated hereby regardless of whether or not the said claims, demands or causes of action arise out of the negligence or otherwise, in whole or in part, or other faults.

14.7 INDEMNITY APPLICATION:

The indemnities given herein above, whether given by the Company or the 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.

15.0 INSURANCE:

The Contractor shall arrange comprehensive insurance to cover all risks in respect of their personnel, materials equipment and vehicle(s) belonging to the Contractor or his/her contractors or sub-contractors during the currency of the agreement and shall provide certificates of such insurance.

16.0 TAXES & LEVIES:

All taxes, Regulatory or statutory fees etc applicable for such services including income tax/withholding tax are to be paid by the contractor. However, being in Exploration phase, Company is exonerated from payment of TVA. Company shall provide Exemption Certificate for TVA against each Invoice.

Company shall withhold Income tax as per rates, which may be in force from time to time as may be applicable to the operational services under this agreement.

17.0 SUB-CONTRACT:

The Contractor shall not sub-contract all or any part of the work envisaged under this Agreement.

18.0 STATUTORY OBLIGATIONS:

The Contractor shall bear all other expenditure, which may be deemed necessary or required towards fulfillment of his/her obligations under the Statutory Acts during the tenure of this service agreement.

19.0 SET OFF CLAUSE:

"Any sum of money due and payable to the contractor (including Security Deposit refundable to them) under this 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 persons contracting through Oil India Limited)."

20.0 FURNISHING FRAUDULENT INFORMATION/DOCUMENT:

If it is found that a bidder has furnished fraudulent information / documents, it shall constitute sufficient ground for annulment of the award 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.

21.0 LIQUIDATED DAMAGES FOR DELAY IN INITIAL PLACEMENT/ MOBILISATION OF VEHICLES

Liquidated Damages against item No. 1.0 of Section V will be applicable @0.5% of the contract value per week or part thereof, for delay in placement of vehicle(s) for Company's services/ Contract mobilization/completion date subject to a maximum ceiling of 7.5% of estimated total contract value.

22.0 WARRANTY AND REMEDY OF DEFECTS:

22.1 The Contractor warrants that he shall perform the work in a first class, workmanlike, and professional manner and that all work shall be performed in accordance with highest quality, and efficiency with instructions and guidance which the Company may, from time to time furnish to the Contractor.

22.2 The rights and remedies of the Company provided by this clause are in addition to any other right and remedies provided by law or in equity or otherwise.

23.0 SAFETY AND LABOUR LAW:

It will be solely the Contractor's responsibility to fulfill all the legal/statutory formalities with respect to the Health, Safety & Environmental and labour law aspects of the entire job as per the existing rules of the land of GABON.

(END OF SECTION – III)

SECTION – IV**SPECIAL TERMS & CONDITIONS****HIRING THE SERVICES OF;**

A. ONE NUMBER FOUR WHEEL AC VEHICLE WITH DRIVER ON MONTHLY RENTAL BASIS AND

B. ONE NUMBER FOUR WHEEL AC VEHICLE WITH DRIVER ON DAILY RENTAL BASIS ON AS AND WHEN REQUIRED BASIS.

1. Comprehensive insurance including passengers should be arranged by Contractor before placement of vehicles. In case of extension of the contract period, the same is to be renewed suitably to cover the extended period.

2. Periodic servicing of vehicle will be the responsibility of the Contractor and during servicing, a replacement vehicle of same or higher model should be provided.

3. OIL shall inspect proposed vehicle(s) of bidder(s) along with registration and/or insurance documents. OIL reserves the right to accept /reject the proposed vehicle after inspecting its condition.

4. Oil India Limited's personnel reserve the right to travel anywhere inside Gabon in the hired vehicles.

5. All Payments, statutory benefits and compensations to the personnel deployed for service under the contract shall be the sole responsibility of Contractor and Company shall have no liability in this regard.

6. Company and its employees shall have no liability whatsoever for loss of or damage to Contractor and/or its service personnel or that of any third party in the course of availing the service under the contract irrespective of how such loss or damage is caused. The Contractor shall protect, defend, indemnify and hold harmless Company from and against such loss or damage and any suit, claim or expense resulting there from.

7. Payment shall be made on monthly basis against the work completed by the Contractor within 30 days from the date of receipt of undisputed bills. Taxes will be deducted at source as per the existing Act, wherever applicable. Contractor shall submit invoices at OIL's Libreville office on monthly basis for settlement within 7 days from completion of a month's service.

8. In case the contractor's vehicle meets with an accident damaging the life and property of 3rd party, the contractor shall sort out the matter immediately with the 3rd party and settle all the dues at the earliest. The Contractor should also immediately place a relief vehicle of same or higher model for the service of the Company. Also, the Company has the right to make alternative arrangement and additional expenditure incurred by the Company in arranging alternative arrangement, if any, will be recovered from the Contractor.

9. In the event any of the vehicles becoming out of order or otherwise not available, a relief vehicle of same or higher model shall be placed in service immediately as substitute. In the event of failure on the part of the Contractor, liquidated damages as well as Shut down Charges will be payable by the Contractor as specified in the tender

document. Also, the Company has the right to make alternative arrangement and additional expenditure incurred by the Company in arranging alternative arrangement, if any, will be recovered from the Contractor.

10. The contractor will place vehicle against item sl no. 2 of section V on as and when required basis at 12 hours advance notice. Requirement of the vehicle will be intimated to the Contractor over telephone.

11. No overtime for the services of the driver of the vehicle placed against item sl, No. 2 of Section V will be paid by the Company. Daily rental charges of the vehicle should be inclusive of all such costs.

12. HSE:

It will be solely the Contractor's responsibility to fulfill all the legal/statutory formalities with respect to the Health, Safety & Environmental aspects of the entire job as per the existing rules of the land of GABON.

(END OF SECTION – IV)

SECTION – V

SCHEDULE OF SERVICE AND PRICE FORMAT

PART- A: SCHEDULE OF SERVICE:

1.0 HIRING THE SERVICES OF ONE NUMBER FOUR WHEEL AC VEHICLE OF ANY OF THE FOLLOWING MAKE AND MODEL WITH DRIVER ON MONTHLY RENTAL BASIS.

TOYATA – LAND CRUISER PRADO
OR
MITSUBISHI – PAJERO GLX
OR
NISSAN- PATROL – Y61
OR HIGHER MODEL

1.1 Vintage: The vehicle should be in good running condition and the year of manufacture should not be more than 2 years old. The period in this regard shall be reckoned from the bid closing date.

1.2 Period of Contract: 2 (Two) Years.

1.3 Duty:

1.31 THE VEHICLE WILL BE ON COMPANY'S DUTY FOR 24 HOURS A DAY AND 7 DAYS A WEEK. Though the normal duty period is 12 hours, Company may avail the services of the vehicle beyond the normal hours. Therefore, the vehicle should remain on official duty for 24 hours a day and for 7 days a week.

1.32 Company will pay to the Contractor Monthly Fixed Charges for the above. The Monthly fixed charges should include cost of driver, depreciation, taxes & duties, etc.

1.33 Driver's service is normally required for 12 hours a day. However, if Company uses the services of the vehicle along with the driver even after completion of 12 hours of normal duty in a particular day, Company will pay to the Contractor overtime for the period of the services rendered by the driver beyond 12 Hours of his normal duty. Bidder to quote hourly overtime rate for the above. This should include all related expenditures.

1.34 The vehicle may have to be sent on official duty to anywhere in Gabon outside Libreville. In that case the vehicle along with the driver may sometimes have to stay outside Libreville. Bidder to quote out station overnight stay rate for the driver. This outstation overnight stay charge of the driver should include all cost of the driver like accommodation, food, allowance, incentives, overtime etc.

1.35 Company will pay to the Contractor for the Kilometerage, the vehicle runs in a Month. Contractor to quote per KM running charge. This should include cost of fuel, and other consumables like tyre, battery, lubricant etc. It should also include Maintenance cost, cost of accessories, parking fee etc.

1.4 Mobilization Period: 30 days from the date of LOA/Mobilization order.

1.5 Variation in Running Cost: The running charges per KM will increase/decrease whenever there is an increase/decrease in the cost of fuel (Diesel) over the present rates of FCFA 465 per Ltr. The adjustment of increase/ decrease in the rate will be applicable only when the variation of the cost of fuel exceeds 5% plus or minus on either side. For assessing increase/ decrease in rates on account of fuel price increase/ decrease the consumption rate will be taken as 9 KM per Ltr.

2.0 HIRING THE SERVICES OF ONE NUMBER FOUR WHEEL AC VEHICLE OF ANY OF THE FOLLOWING MAKE AND MODEL WITH DRIVER ON DAILY RENTAL BASIS AS AND WHEN REQUIRED.

TOYATA – LAND CRUISER PRADO

OR

MITSUBISHI – PAJERO GLX

OR

NISSAN- PATROL – Y61

OR HIGHER MODEL

2.1 Vintage: The vehicle should be in good running condition and the year of manufacture should not be more than 2 years old. The period in this regard shall be reckoned from bid closing date.

2.2 Period of Contract: 2 (Two) Years.

2.3 Duty: Company personnel or Company authorized person sometimes require to visit its operational areas outside of Libreville. In such case Company requires the service of above vehicle. Each such return trip may last for one day or more. Whenever such requirements come, Company representative will intimate the Contractor over telephone 12 hours in advance. The vehicle will be deployed by the contractor for company's use only as and when required.

2.4 The contractor will be paid Rental charge per day for the period from the day and time, the vehicle reports for duty till it is released by the company.

2.5 The driver, when on Company's duty, may sometimes have to stay along with the vehicle outside Libreville for one or more days. Company will pay the Contractor the overnight outstation stay charge of the driver. Bidder to quote out station overnight stay rate for the same. This outstation overnight stay charge of the driver should include all cost of the driver like accommodation, food, allowance, incentives, overtime etc.

2.6 In addition to the per day rental charge, Company will pay to the Contractor for the Kilometerage, the vehicle runs in a Month. Contractor to quote per KM running charge. This should include cost of fuel, and other consumables like tyre, battery, lubricant etc. It should also include Maintenance cost, cost of accessories, parking fee etc.

2.7 Running Cost: The running charges per KM will increase/decrease whenever there is an increase/decrease in the cost of fuel (Diesel) over the present rates of FCFA 465 per Ltr. The adjustment of increase/ decrease in the rate will be applicable only when the variation of the cost of fuel exceeds 5% plus or minus on either side. For assessing increase/ decrease in rates on account of fuel price increase/ decrease the consumption rate will be taken as 9 KM per Ltr.

PART- B: PRICE FORMAT

Bidders should submit their price under sealed envelope in the following price format along with other details as required as per BEC/BRC of Section II.

Quoted prices should be inclusive of all taxes including withholding tax, if applicable, and levies. However, do not include TVA in your quoted price. Being in Exploration phase, Company is exonerated from payment of TVA. The Company shall provide Exemption Certificate for TVA against each Invoice.

1.0 HIRING THE SERVICES OF ONE NUMBER FOUR WHEEL AC VEHICLE OF ANY OF THE FOLLOWING MAKE AND MODEL ON MONTHLY RENTAL BASIS WITH DRIVER. VINTAGE OF THE VEHICLE SHOULD NOT BE MORE THAN TWO YEARS.

TOYATA – LAND CRUISER PRADO, OR MITSUBISHI – PAJERO GLX, OR, NISSAN- PATROL – Y61 OR HIGHER MODEL

Sl. No	Particulars	Unit	Quantity	Rate
1.1	MONTHLY FIXED CHARGE. Monthly fixed charge of the vehicle for 24 hours with services of driver for 12 hours and 7 days a week duty. This includes maintenance cost, cost of driver, depreciation, taxes & duties, etc.	Month	24	FCFA _____/Month
1.2	DRIVER'S OVER TIME: This includes Driver's charge (over time) for additional hour beyond standard 12 hours duty.	Hour	480	FCFA _____/Hr
1.3	DRIVER'S OUTSTATION OVERNIGHT STAY CHARGE. This includes cost of food, accommodation, allowances, etc. of the driver.	Night	24	FCFA _____/Night
1.4	PER KM RUNNING CHARGE. This includes cost of fuel, and other consumables like tyre, battery, lubricant etc. It should also include Maintenance cost, cost of accessories, parking fee etc.	KM	67824	FCFA _____/KM

2.0 HIRING THE SERVICES OF ONE NUMBER FOUR WHEEL AC VEHICLE OF ANY OF THE FOLLOWING MAKE AND MODEL WITH DRIVER ON DAILY RENTAL BASIS AS AND WHEN REQUIRED. VINTAGE OF THE VEHICLE SHOULD NOT BE MORE THAN TWO YEARS. CONTRACTOR TO PLACE THE VEHICLE ON 12 HOURS ADVANCE NOTICE.

TOYATA – LAND CRUISER PRADO OR, MITSUBISHI – PAJERO GLX OR, NISSAN-PATROL – Y61 OR HIGHER MODEL

Sl. No	Particulars	Unit	Quantity	Rate
2.1	DAILY FIXED CHARGES. This includes maintenance cost, cost of driver including his overtime, allowance if any, depreciation of vehicle, taxes & duties, etc.	Day	240	XCFA _____/Day
3.2	DRIVER'S OUTSTATION OVERNIGHT STAY CHARGE. This includes cost of food, accommodation, allowances, etc. of the driver.	Night	72	XCFA _____/Night
2.3	PER KM RUNNING CHARGE. This includes cost of fuel, and other consumables like tyre, battery, lubricant etc. It should also include Maintenance cost, cost of accessories etc.	KM	97920	XCFA _____/Km

3.0 All the quantities and items shown above are for indication and bid evaluation purpose only. Payment, however, shall be made on actual job carried out and certified by the company representative.

4.0 Other Details

- 4.1 Validity of the offer (Minimum 90 days)Days
From the date of opening of the tender
- 4.2 Mobilization time for the vehicle mentionedDays
In item sl. No. 1 above (Max. 30 days from the date of LOA or as advised by Company)
- 4.3 Please confirm that Quoted prices are
inclusive of all taxes and levies **except TVA**
- 4.4 Pl. confirm acceptance of our payment
Terms as mentioned in para 10 of section III

5.0 COMPANY'S RIGHT TO ACCEPT OR REJECT ANY BID:

Company (OIL) 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.

6.0 SUBMISSION OF OFFER:

Bid to be submitted under sealed envelope to the following address on or before the bid closing date and time as mentioned in the forwarding.

**GENERAL MANAGER
GABON PROJECT,
OIL INDIA LIMITED,
LA SABLIERE, IMMEUBLE FIDJI
(pres de la Cours Constitutionnelle)
LIBREVILLE, P.O.BOX 23134, GABON**

7.0 Offers received in response to this enquiry will be opened on the same day in the above place at the bid opening time as mentioned in the forwarding.

(END OF SECTION – V)

STATEMENT OF COMPLIANCE/NON-COMPLIANCE

OIL expects the bidders to fully accept the terms and conditions of the bidding documents. However, should the bidder experience some exception and deviations to the terms of the bidding documents, the same should be indicated here and put in un-priced bid. In order to be considered responsive, Bidder's offer must specifically include the following statement:

(a) We certify that our offer complies with all NIT requirements and specifications without any deviations.

Or

(b) We certify that our offer complies with all NIT requirements and specifications with the following deviations:

SL. NO.	SECTION/ CLAUSE NO.	BRIEF STATEMENT	COMPLIANCE/ NON-COMPLIANCE	DEVIATION STATEMENT

We undertake that excepting above deviations all the terms and conditions in the tender document shall be fully complied with. Company will not recognize any deviations/exception(s) which is not listed in this Annexure.

Signature of the Bidder

Name of Bidder: _____

Seal of the Company:

FORM OF PERFORMANCE BANK GUARANTEE

To:
General Manager
GABON Project
OIL INDIA LIMITED
LA SABLIERE, IMMEUBLE FIDJI
(pres de la Cours Constitutionnelle)
LIBREVILLE, P.O.BOX 23134, GABON

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

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

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

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

This guarantee is valid until the date _____ (calculated at 3 months after Contract completion date).

SIGNATURE AND SEAL OF THE GUARANTORS _____

Designation _____
Name of Bank _____
Address _____
Witness _____
Address _____
Date _____
Place _____

PROFORMA LETTER OF AUTHORITY

To:
Genral Manager
GABON Project
OIL INDIA LIMITED
LA SABLIERE, IMMEUBLE FIDJI
(pres de la Cours Constitutionnelle)
LIBREVILLE, P.O.BOX 23134,GABON

Sir,

Sub: OIL's Tender No: OIL/GABON/ENQ-VEH/35/16

We _____ confirm that Mr. _____ (Name and address) as authorised to represent us to Bid, negotiate and conclude the agreement on our behalf with you against Tender Invitation No. _____ for hiring of services for 4 wheel diesel engine vehicle.

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

Yours Faithfully,

Authorized Person's Signature: _____

Name : _____
Designation : _____

Seal of the Bidder:

Note: This letter of authority shall be on printed letter head of the Bidder and shall be signed by a person competent and having the power of attorney (power of attorney shall be annexed) to bind such Bidder. If signed by a consortium, it shall be signed by members of the consortium.

DRAFT AGREEMENT COPY

(To be executed by the successful Bidder)

This AGREEMENT is made on the day of

BETWEEN

Oil India Limited, a Government of India Enterprise, incorporated under the Companies Act 1956, having its registered office at Duliajan in the State of Assam, India and Project office at LA SABLIERE, IMMEUBLE FIDJI, LIBREVILLE, GABON, hereinafter called the "Company" which expression unless repugnant to the context shall include executors, administrators and assignees on the one part,

AND

M/s ----- having its address hereinafter called the "Contractor" which expression unless repugnant to the context shall include executors, administrators and assignees on the other part,

WHEREAS

A. The Company being desirous of awarding a comprehensive contract for hiring of services of One number four wheel AC vehicle with driver on monthly rental basis and one no. four wheel ac vehicle with driver on daily rental basis on as and when required basis for a period of two years and extendable for another one year and has issued an enquiry under reference No..... dated, containing the Schedule of Works, Terms and Conditions,

B. M/s., have examined the nature and magnitude of the service to be provided and have satisfied themselves by careful examination before quoting their rates as to the nature and magnitude of the services to be provided, local conditions, the availability of manpower and resources necessary for rendering the service and have made local and independent enquiries and obtained complete information and have examined and considered all other issues, conditions and things and probable and possible contingencies, and generally all matters incidental thereto and auxiliary thereof affecting the services and have included them while making their offer.

WHEREAS, Company, having accepted the offer of the Contractor and (subsequent letter dated _____), issued the "Letter of Award" under reference _____ dated _____.

Whereas, the Contractor has accepted Company's Letter of Award vide their letter _____

NOW IN CONSIDERATION OF THE MUTUAL COVENANTS AND AGREEMENTS HEREINAFTER CONTAINED IT IS HEREBY AGREED AS FOLLOWS:

WHEREAS, Contractor engaged themselves in the business of offering such services represents that they have adequate resources and equipment, material etc. in good

working order and fully trained personnel capable of efficiently undertaking the operations and is ready, willing and able to carry out the said services for the Company as per the terms and condition attached herewith for this purpose and

WHEREAS, Company issued a firm Letter Of Award (LOA) vide Ref. ----- dated ----- based on offer ----- submitted by the Contractor against Company's tender -----, Contractor accepted Company's above contract. All these aforesaid dated documents shall be deemed to form and be read and construed as part of this contract. However, should there be any dispute arising out of interpretation of this contract in regard to the terms and conditions with those mentioned in Company's tender document and subsequent letters including the Letter of Award and Contractor's offer and their subsequent letters, the terms and conditions attached hereto shall prevail. Changes, additions or deletions to the terms of the contract shall be authorized solely by an amendment to the contract executed in the same manner as this contract.

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

1. In this Contract, words and expressions shall have the same meanings as are respectively assigned to them in the General Conditions of Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this agreement viz:
 - a) The Tender Document No.....dated, inter-alia providing the Instruction to the bidder ,General Conditions of Contract, Scope of Work / terms of reference /Technical specifications etc., Special conditions of contract.
 - b) The Bid submitted by the Contractor in response to the Tender enquiry,
 - c) The contractors letter dated if any.
 - d) The Company's Notification of Award vide Letter of Award No. _____ dated _____.
 - e) Section- I, II, III, IV & V hereto.
3. The rates payable for the job will be as indicated in Section-V Part B.
4. In consideration of the payment to be made by the Company to the Contractor for carrying out the assigned service, the Contractor hereby covenants with the Company that the Contractor shall and will carry out the assigned service and complete the said service
and shall do and perform all other acts and things mentioned in the Agreement or described or which are to be implied there from or may be reasonably necessary for the execution of the said assignment in the desired manner and time and subject to the terms and conditions or stipulations mentioned in the Agreement.
5. The Company hereby covenants to pay the Contractor in consideration of the due provision, execution and completion 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 times and in manner prescribed in this contract.

IN WITNESS thereof, the parties have executed this contract on the day and the year first above mentioned at the office of the General Manager, Oil India Limited, Gabon Project, Libreville, Gabon.

Signed, Sealed and Delivered,

For and on behalf of
Company **(M/s. 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.

COMPLIANCE OF TENDER CLAUSES

To
General Manager
GABON Project,
OIL INDIA LIMITED,
La Sablière, Immeuble FIDJI
Libreville. B.P. 23134

Sir,

Sub: OIL's Tender No. OIL/GABON/ENQ-VH/35/16 Dated 09.05.2016

We hereby confirm our compliance to the following clauses of the tender. We confirm that we shall be bound by the conditions mentioned in the said clauses throughout the contractual period.

- | | |
|--|--|
| (i) Performance Guarantee Clause | - Ref. Para 21 of Section I |
| (ii) Force Majeure Clause | - Ref Para 11 of Section III |
| (iii) Tax Liabilities Clause | - Ref. Para 16 of Section III |
| (iv) Arbitration Clause | - Ref. Para 12 of Section III |
| (v) Applicable Law | - Ref. Para 13 of Section III |
| (vi) Liquidated damages & penalty clause | - Ref. Para 21, 1.22&1.27 of Section III |
| (vii) Safety and Labour Law | - Ref. Para 23 of Section III |
| (viii) Termination Clause | - Ref. Para 9 of Section III |
| (ix) Warranty and Remedy of defects clause | - Ref. Para 22 of Section III |

Yours Faithfully,

Signature: _____

Name & Designation: _____

For & on behalf of: _____

Note: This letter of authority shall be on printed letter head of the Bidder.

CHECK LIST FOR TENDER OIL/GABON/ENQ-VEH/34/16

Please strike out whichever is wrong in the appropriate box in the table below:

Sl. No	Condition	Clause of the Tender	Complied	Not Complied
1.0	Vintage of the vehicles should not be more than 2 years as on tender opening date. Bidder to Confirm their compliance of the same.	Section II, Para 1.7/ Section V, Part A, Para 1.1 & 2.1	Complied	Not Complied
2.0	The bidder should have annual Turnover of at least FCFA 30 830 000 in any of the last 3 (three) financial years. Audited financial report or Copies of statutory return to the concerned authority (Income tax/TVA) in support of above annual turnover and net worth to be submitted with their offer.	Section II, Para 1.0	Submitted	Not Submitted
3.0	Experience of having successfully completed at least one similar work during last 7 (seven) years (to be reckoned from the original bid closing date) of value not less than FCFA 61 660 000 Certificate issued by any organization in support of jobs successfully completed during the last seven years ending bid closing date to be submitted with their offer.	Section II, Para 1.2(d)	Submitted	Not Submitted
4.0	Trade License issued by the local authority in the name of the bidder. Or Landline phone number in the name of the bidder. Or Electricity bill for last one year in the name of the bidder	Section II, Para 1.3	Submitted	Not Submitted

	As a proof of resident of Gabon or Registered (in case of firm) in Gabon to be submitted along with their offer.			
5.0	The bidder must confirm to place the vehicle, against item No. 1.0 of section V, within 30 (thirty) days from the date of LOA or as advised by the Company. Bidder to Confirm their acceptance.	Section II, Para 1.5	Accepted	Not accepted
6.0	In case the bidder is a Partnership Firm, they have to submit registered partnership agreement/deed.	Section II, Para 1.4	Submitted	Not Submitted
7.0	Carte Grese, Visit Technique and insurance documents in support of ownership and vintage of the vehicle offered against item sl. No. 1 of Section V Part A should be submitted along with their offer	Section II, Para 1.7	Submitted	Not Submitted
8.0	Quoted prices should be inclusive of all taxes, Regulatory or statutory fees etc applicable for such services including income tax/withholding tax but excluding TVA. Bidder to Confirm their compliance.	Section II, Para 16.0	Complied	Not Complied
9.0	Payment shall be made on monthly basis against the work completed by the Contractor within 30 days from the date of receipt of undisputed bills. Bidder to confirm their acceptance.	Section III, Para 10	Accepted	Not Accepted
10.0	Bids shall remain valid for Minimum 90 days after the date of bid opening prescribed by the Company. Bidder to Confirm the same.	Section I, Para 8.0/ Section II, Para 2.3	Accepted	Not Accepted

11.0	(i) Performance Guarantee Clause (ii) Force Majeure Clause (iii) Tax Liabilities Clause (iv) Arbitration Clause (v) Applicable Law (vi) Liquidated damages & penalty clause (vii) Safety and Labour Law (viii) Termination Clause (ix) Warranty and Remedy of defects clause Bidders to confirm their compliance of the above clauses of the tender in the format given in Proforma E and the same should be submitted along with the bid.	Section I, Para 21 Section III, Para 11 Section III, Para 16 Section III, Para 12 Section III, Para 13 Section III, Para 21 1.22 & 1.27 Section III, Para 23 Section III, Para 9 Section III, Para 22	Submitted	Not Submitted
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Signature of the Bidder