



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

Conquering Newer Horizons

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la Cour Constitutionnelle
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TENDER NO.: OIL/GABON/ENQ-TOPO/DRILLI-II/02/18

DATD: 26.02.2018

FOR

HIRING OF SERVICES FOR TOPOGRAPHY SURVEY USING SURVEY EQUIPMENTS (THEODOLITE, TOTAL STATIONS, GPS/DGPS ETC.) FOR STACKING OF DRILLING LOCATIONS AND ESTIMATION OF DETAILED CIVIL JOBS AND RELATED COSTS FOR APPROCH ROAD, PLINTH ETC. FOR 2 (TWO) DRILLING LOCATIONS - LOC. LE & LOC. C.

Date & time of closing of Tender: 29.03.2018 at 11: 00 AM (GLT)

Date & time of opening of Tender: 29.03.2018 at 11: 30 AM (GLT)

***GLT: GABON LOCAL TIME.**

**General Manager
GABON Project,
OIL INDIA LIMITED,
La Sablière, Immeuble FIDJI
(pres de Cour Constitutionnelle)
Libreville. B.P. 23134**

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FORWARDING LETTER

HIRING OF SERVICES FOR TOPOGRAPHY SURVEY USING SURVEY EQUIPMENTS (THEODOLITE, TOTAL STATIONS, GPS/DGPS ETC.) FOR STACKING OF DRILLING LOCATIONS AND ESTIMATION OF DETAILED CIVIL JOBS AND RELATED COSTS FOR APPROCH ROAD, PLINTH ETC. FOR 2 (TWO) DRILLING LOCATIONS - LOC. LE & LOC. C.

DEAR SIRs,

1.0 A Consortium of M/s. OIL INDIA LIMITED (OIL), and M/s. INDIAN OIL CORPORATION LIMITED (IOCL), both Government of India Company under the administrative control of Ministry of Petroleum and Natural Gas, Govt. of India with 50% P.I. each where OIL is the operator, plan to drill initially two exploratory wells in the on-land exploration Block Shakthi II (G4-245) located adjacent to continental basement margin within interior sub-basin Gabon, under administrative guidelines of Gabon's Direction Generale des Hydrocarbures [DGH].

1.1 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 primarily in the business of refining of crude oil, transportation of crude oil and marketing of petroleum product.

2.0 In connection with proposed exploratory drilling programme in Gabon, OIL invites quotation from competent and experienced Service Providers/Bidders for hiring of **HIRING OF SERVICES FOR TOPOGRAPHY SURVEY USING SURVEY EQUIPMENTS (THEODOLITE, TOTAL STATIONS, GPS/DGPS ETC.) FOR STACKING OF DRILLING LOCATIONS AND ESTIMATION OF DETAILED CIVIL JOBS AND RELATED COSTS FOR APPROCH ROAD, PLINTH ETC. FOR 2 (TWO) DRILLING LOCATIONS - LOC. LE & LOC. C.**

3.0 One complete set of Bid Document covering OIL's IFB (Invitation for Bid) for hiring of above services has been enclosed herewith. You are invited to submit your most competitive bid on or before the scheduled bid closing date and time. Few salient points of the IFB (covered in detail in the Bid Document) are highlighted below for your ready reference.

Sl. No.	Items	Description
1	Tender No	<u>OIL/GABON/ENQ-TOPO/DRILLING-II/02/18</u> Dated 26.02.2018
2	Type of Bid	Open Single Stage Composite.
3	Bid Closing date & Time	29.03.2018 at 11 : 00 AM (Gabon Local Time)
4	Opening date & time	29.03.2018 at 11 : 30 AM (Gabon Local Time)
5	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, Prés de la ancienne Cour Constitutionnelle La Sablière, Immeuble FIDJI Libreville. B.P. 23134
6	Bid Opening Place	General Manager GABON Project, OIL INDIA LIMITED, Pres de la ancienne Cour Constitutionnelle La Sablière, Immeuble FIDJI Libreville. B.P. 23134
7	Bid Security	Not applicable
8	Amount of Performance Bank Guarantee	10 % of the total estimated contract Value. The PBG should be valid for 6 (six) months beyond the contract period.
9	Bid validity	90 days from the date of bid opening.
10	Duration of the Contract	4 months from the date of LOA.
11	Mobilization Time	15 days
12	Quantum of Liquidated Damage for default in Timely Mobilization.	1/2 % of total contract value for delay per week or part thereof subject to maximum of 7.5 % of total contract value.
13	Bids to be addressed to	General Manager GABON Project, OIL INDIA LIMITED, La Sablière, Immeuble FIDJI Prés de la ancienne Cour Constitutionnelle Libreville. B.P. 23134

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

5.0 **Pre-Bid Conference (Optional):**

5.1 OIL may organize a pre-Bid conference at Libreville, Gabon for providing clarifications to prospective bidders on Bid Rejection Criteria (BRC)/Bid Evaluation Criteria (BEC), Terms of Reference/Technical Specifications, Terms and conditions of the tender to enable them to understand the exact service requirement of the Company. Bidders interested to attend the pre-bid conference should contact/ intimate well in advance for details of the venue, to **General Manager (Gabon Project) Prés de la ancienne Cour Constitutionnelle, La Sablière, Immeuble FIDJI, Libreville. B.P. 23134, E-mail:**[oilindiagabon@gmail.com/](mailto:oilindiagabon@gmail.com) nirupamjyoti@gmail.com.

5.2 At the most 2 (two) representatives from each prospective bidder shall be allowed to participate in the pre-bid conference. All costs for attending the pre-bid conference shall be to prospective bidders' account.

5.3 The prospective bidders shall submit their queries through E-mail to e-mail id **oilindiagabon@gmail.com/nirupamjyoti@gmail.com** prior to the date of pre-bid conference and such queries must reach OIL's office within 15 days from date of receipt of this tender. OIL shall either reply /clarify their queries through e-mail or in the pre-bid conference, if it is held. OIL will not be responsible for non-receipt or late receipt of any bidder's query in OIL's office

6.0 Interested bidders may contact OIL to visit the site at their own expenses to have a realistic assessment of the requirement.

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

Yours faithfully,
OIL INDIA LIMITED



(Nirupam Jyoti Saikia)
Head Contract
GABON Project,
OIL INDIA LIMITED,
Libreville. B.P. 23134

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.
- 1.1 Bidders are advised to have a thorough reconnaissance of the area, if required, to know the terrain and get themselves fully acquainted with details of surface topographic features, logistic issues, weather conditions, working culture in the area, socio-political environment, security aspects and law of the land, prior to submitting their bids. This will also help them to judiciously select proper inputs for successful execution of the project. However, all such related expenses shall be to bidder's account.

A. BIDDING DOCUMENTS

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

3.0 AMENDMENT OF BIDDING DOCUMENTS:

- 3.1 At any time prior to the deadline for submission of bids, the company may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the Bidding Documents by the issuance of an Addendum.
- 3.2 The Addendum/Corrigendum will be uploaded in OIL's Web Site: www.oil-india.com (go to "Global Tenders" under tab "for vendors"). All prospective bidders to whom Company has issued the Bidding Documents shall also be intimated about the amendments through post/courier or by Fax or e-mail. The Company may, at its discretion, extend the deadline for bid submission, if the Bidders are expected to require additional time in which to take the Addendum into account in preparation of their bid or for any other reason. Bidders shall also check from time to time the OIL's web site for any amendments to the bid documents before submission of their bids.

B. PREPARATION OF BIDS

- 4.0 **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 in English language, except that any printed literature may be in another language provided it is accompanied by an English translated version, which shall govern for the purpose of bid interpretation.
- 5.0 **DOCUMENTS COMPRISING THE BID:** The bid submitted by the Bidder shall comprise of the following components:
 - (i) Complete technical details of the services and specifications of equipments to be used with catalogue, etc.
 - (ii) Documentary evidence established in accordance with Clause 9.0 of this

section.

(iii) Statement of compliance / Non Compliance as per Proforma –AI & AII.

(iv) Bid Form as per Proforma-B

(v) Duly filled up Price-Bid as per SECTION-V.

(vi) Check List as per Proforma H

6.0 **BID FORM:** The bidder shall complete the Bid Form and the appropriate Price Schedule furnished in the Bid Document.

7.0 **BID PRICE:**

7.1 Unit prices must be quoted by the bidders both in words and in figures. In case of any discrepancy between the words and in figures, the prices indicated in words only will be considered.

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

7.3 All taxes including Corporate Income Tax, Withholding Tax and other levies payable by the successful bidder under the Contract for which this Bidding Document is being issued, shall be included in the rates, prices and total Bid Price submitted by the bidder, and the evaluation and comparison of bids shall be made accordingly. Bidders are required to check this aspect and applicability to same to them while submitting their offers.

7.4 The quoted rate/prices should be exclusive of Taxe sur la Valeur Ajoutée (TVA). Company is exempted from payment of TVA during exploration phase. Company will provide TVA exemption certificate against each invoice.

7.5 The quoted rates/prices should also be exclusive of “Contribution Sociale de Solidarité” (CSS), which, if applicable, which will be paid extra by Company against each invoice.

8.0 **CURRENCIES OF BID AND PAYMENT:**

A bidder is expected to incur its expenditure in single currency i.e. **Franç CFA (FCFA)** only while performing the work under this contract.

9.0 **DOCUMENTS ESTABLISHING BIDDER'S ELIGIBILITY & QUALIFICATIONS:**

These are listed in Section II in **BRC / BEC**

10.0 **BID SECURITY:**

Bid Security is not applicable for this tender.

11.0 **PERIOD OF VALIDITY OF BIDS:**

11.1 Bids shall remain **valid for 90** days from the date of closing of bid prescribed by the Company. Bids of shorter validity will be rejected as being non-responsive. If nothing is mentioned by the bidder in their bid about the bid validity, it will be presumed that the bid is valid for 90 days from Bid Closing Date.

11.2 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 e-mail / Fax/ Letter etc. A Bidder granting the request will neither be required nor permitted to modify their bid.

C. SUBMISSION OF BIDS

12.1 Bidders are requested to examine all instructions, forms, terms and specifications in the bid document. Failure to furnish all information required as per the bid

document or submission of offers not substantially responsive to the tender in all respect will be at the bidders' risk and may result in rejection of its bid without seeking clarifications.

- 12.2 This Tender is being processed according to a Single Stage Composite Bid System. Offer comprising of “**Technical details**” and “**Price/Cost details**” should be prepared submitted in a single envelope.
- 12.3 Bid shall be submitted in duplicate (Original + Copy) under sealed envelope. The Tender No., Bid Opening Date, Name of the Bidder and Brief Description of Work for which the bid is submitted must be clearly mentioned on the outer cover. If the envelope is not sealed and marked as above, Company will assume no responsibility for misplacement of the Bid or premature opening of the bid submitted by bidder. Any bid consequently opened prematurely will be rejected and returned to the bidder.
- 12.4 In the event of any discrepancy between the Original and Copy, the Original Bid shall prevail.
- 12.5 The offer should contain details of services and complete specifications of equipment/accessories to be used together with other relevant literature/catalogues as applicable.
- 12.6 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 person or persons signing the bid shall initial all pages of the bid, except for un-amended printed literature.
- 12.7 The bid should contain no interlineations, white fluid erasures or overwriting except as necessary to correct errors made by the Bidder, in which case such correction shall be initialed by the person(s) signing the bid. Any bid not meeting this requirement shall be liable for rejection.
- 12.8 All the terms & conditions of contract to be signed with the successful bidder are given in various Sections of this document. Bidders must state their compliance/ Non-compliance, if any, to clauses of tender as per Proforma- A I & A II. The duly filled up aforesaid Proforma should be submitted along with the Bid.
- 12.9 Timely delivery of the bids is the responsibility of the Bidder.

13.0 **DEADLINE FOR SUBMISSION OF BIDS:**

Bids must be received by the company at the address specified in the “Forwarding Letter” not later than the Bid Closing time as mentioned in the "Forwarding Letter". Bids received in the designated office (i.e., GABON Project, OIL INDIA LIMITED, Pres de la ancienne Cour Constitutionnelle La Sablière, Immeuble FIDJI) of Company after the deadline of submission as above shall be rejected outright and returned to the Bidder unopened.

14.0 **EXTENSION OF BID SUBMISSION DATE:**

- 14.1 Normally no request for extension of Bid Closing Date & Time will be entertained. However, Company reserves the right to extend the Bid Closing Date and/or Time due to any reason at its option to which bidders will not have any objection.
- 14.2 In case of receipt of only one Bid on the Bid Closing Date and Time, OIL may extend the Bid Closing /Opening Date by 2(two) weeks. However, the bidder whose bid has been received within the bid closing date and time, will not be allowed to revise their Bid/prices. Withdrawal of such Bid is also not permitted

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

16.0 **MODIFICATION AND WITHDRAWAL OF BIDS:**

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

16.2 The Bidder's modification or withdrawal notice shall be prepared, sealed, marked and dispatched to the same address where Bid is submitted. Bid 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. The request letter for Bid withdrawal should reach the office of General Manager, Gabon Project, Oil India Limited at least three (3) working days prior to the bid closing date.

16.3 No bid can be modified subsequent to the original bid closing date.

16.4 No bid can be withdrawn in the interval between the deadline for submission of bids and the expiry of the period of bid validity specified by the Bidder on the Bid Form

17.0 **BID OPENING AND EVALUATION:**

17.1 Company will open the Bids, including submission made pursuant to Clause 16.0, in the presence of Bidder's representatives who choose to attend at the date, time and place mentioned in the Forwarding Letter. However, an authorization letter from the bidder must be produced by the Bidder's representative at the time of bid opening. Unless this Letter is presented, the representative will not be allowed to attend the bid opening. The Bidder's representatives who are allowed to attend the bid opening shall sign a register evidencing their attendance. Only one representative against each bid will be allowed to attend.

17.2 Bid for which an acceptable notice of withdrawal has been received pursuant to Clause 16.0 shall not be opened. Company will examine bids to determine whether they are complete, whether documents have been properly signed and whether the bids are generally in order.

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

17.4 Company shall prepare, for its own records, minutes of bid opening including the information disclosed to those present in accordance with the sub Clause 17.3.

17.5 To assist in the 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.

17.6 Prior to the detailed evaluation, Company will determine the substantial responsiveness of each bid to the requirement of the Bidding Documents. For purpose of these paragraphs, a substantially responsive bid is one, which conforms to all the terms and conditions of the Bidding Document without material deviations or reservation. A material deviation or reservation is one which affects in any way substantial way the scope, quality, or performance of work, or which limits in any substantial way, in-consistent way with the bidding documents, the Company's right or the bidder's obligations under the contract, and the rectification of which deviation or reservation would affect unfairly the competitive position of other bidders presenting substantial responsive bids. The Company's

determination of bid's responsiveness is to be based on the contents of the Bid itself without recourse to extrinsic evidence.

- 17.7 A Bid determined as not substantially responsive will be rejected by the Company and may not subsequently be made responsive by the Bidder by correction of the non-conformity.
- 17.8 The Company may waive minor informality or non-conformity or irregularity in a bid, which does not constitute a material deviation, provided such waiver, does not prejudice or affect the relative ranking of any Bidder.
- 17.9 The Company will examine the prices/rates quoted by the Bidders to determine whether they are complete or any computational errors have been made. Arithmetical errors, if any, will be rectified on the following basis. If there is a discrepancy between the unit price and the total price (that is obtained by multiplying the unit price and quantity) the unit price shall prevail and the total price shall be corrected accordingly. If any Bidder does not accept the correction of the errors, their bid will be rejected. Similarly, if there is a discrepancy between words and figures, the amount quoted in words will prevail.
- 17.10 In case of any unscheduled holiday on the Bid Opening Date, the Bids will be opened on the next full working day. Accordingly, Bid Closing Date / time will get extended up to the next working day and time.

18.0 OPENING OF COMMERCIAL (PRICED) BIDS: Deleted

19.0 CONVERSION TO SINGLE CURRENCY: Deleted.

20.0 EVALUATION AND COMPARISON OF BIDS:

- 20.1 The Company will evaluate and compare the bids as per BID REJECTION CRITERIA (BRC) / BID EVALUATION CRITERIA (BEC), **Section II** of the bidding document and the total amount calculated as per rates quoted in the Price Bid Format (**Section V**).

- 20.2 **DISCOUNTS / REBATES:** Unconditional discounts/rebates, if any, given in the bid will be considered for evaluation.

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

21.0 CONTACTING THE COMPANY:

- 21.1 Except as otherwise provided in Clause 17.0 above, no Bidder shall contact Company on any matter relating to its bid, from the time of the bid opening to the time the Contract is awarded except as required by Company vide Clause 17.5.
- 21.2 An effort by a Bidder to influence the Company in the Company's bid evaluation, bid comparison or Contract award decisions may result in the rejection of their bid.

D. AWARD OF CONTRACT

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

- 23.0 **COMPANY'S RIGHT TO ACCEPT OR REJECT ANY BID:** Company reserves the right to accept or reject any or all bids and to annul the bidding process and reject

all bids, at any time prior to award of contract, without thereby incurring any liability to the affected bidder, or bidders or any obligation to inform the affected bidder of the grounds for Company's action.

24.0 NOTIFICATION OF AWARD:

24.1 Prior to the expiry of the period of bid validity or extended validity, the company will notify the successful Bidder in writing by e-mail or registered letter or fax (to be confirmed in writing by registered/couriered letter) that its bid has been accepted.

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

25.0 SIGNING OF CONTRACT:

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

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

25.3 In the event of failure on the part of the successful bidder to sign the contract within the period specified above or any other time period specified by Company, OIL reserves the right to terminate the LOA issued to the successful bidder. The party shall also be debarred for a period of 3(three) years from the date of default.

25.4 FURNISHING FRAUDULENT INFORMATION/DOCUMENTS:

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

26.0 PERFORMANCE SECURITY:

26.1 Within 02 (Two) weeks of the receipt of notification of award from the Company, the successful Bidder shall furnish the performance security @ 10 % of total estimated contract value in the form of bank guarantee as per the **Proforma-E** or Banker's Cheque or Bank Draft in favour of OIL INDIA LIMITED payable at Libreville, Gabon or in any other format acceptable to the Company.

26.2 The Performance Security specified above must be valid for 6 (six) months (covering the 3 months warranty period plus 3 months to lodge claim, if any) beyond the contract period. The Performance Security may be discharged by Company not later than 30 days following its expiry. In the event of any extension of the Contract period, Bank Guarantee should be extended by Contractor by the period equivalent to the extended period.

26.3 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.

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

26.5 Failure of the successful Bidder to comply with the requirements of Clause 25.0 and/or 26.0 shall constitute sufficient grounds for annulment of the award. In such an event the Company may award the contract to the next evaluated Bidder or call for new bid or negotiate with the next lowest bidder as the case may be and

take action on the bidder as deemed fit including debarment and legal action as mentioned in Clause 25.3 and 25.4 above.

- 27.0 **CREDIT FACILITY:** Bidders should indicate clearly in the bid about availability of any credit facility inclusive of Government to Government credits indicating the applicable terms and conditions of such credit.

28.0 **BIDDERS' AWARENESS ON THE COMPLETE REQUIREMENT:**

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

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

29.0 **SPECIFICATIONS:**

Before submission of Bids, bidders are requested to make themselves fully conversant with all Conditions of the Bid Document and other relevant information related to the works to be executed under this contract. The bidder has also to submit the Statement as per the format (Proforma IV) attached with the bid that they are fully aware of all the laws prevailing in Gabon including statutory permissions required for complete performance of the scope of work as per this bid to the satisfaction of OIL.

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). 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 Bids will be rejected if it does not conform to all the requirements of Section –IV, Terms of Reference/Technical specification.

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

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

1.6 Any Bid received in the form of Telex/Cable/Fax/e-mail will not be accepted. Also, Bids received after the stipulated bid closing date and time will not be considered.

1.7 Conditional offers will not be considered and will be rejected.

1.8 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.

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

- | | |
|----------------------------------------------|---------------------------------|
| (i) Performance Security Clause | : Ref. Clause 26 of Section I |
| (ii) Force Majeure Clause | : Ref Clause 11 of Section III |
| (iii) Tax Clause | : Ref. Clause 8 of Section III |
| (iv) Arbitration Clause | : Ref. Clause 14 of Section III |
| (v) Applicable Law | : Ref. Clause 13 of Section III |
| (vi) Liquidated damages clause | : Ref. Clause 19 of Section III |
| (vii) Termination Clause | : Ref. Clause 12 of Section III |
| (viii) Warranty and Remedy of defects clause | : Ref. Clause 6 of Section III |
| (ix) Liability clause | : Ref. Clause 21 of Section III |

BID EVALUATION CRITERIA (BEC):

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

2.1 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 21 550 000.

2.2 (b) 'SIMILAR NATURE' Jobs means carrying out topography survey in Gabon for estimation of civil jobs and cost.

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

Certificate for jobs successfully completed during the last seven years ending original bid-closing date and should include the following:

- i) Gross value of job done; and
- ii) Nature of job done; and
- iii) Time period.

Please refer format for experience enclosed vide Proforma D.

2.3 Bidders to confirm that they will deploy personnel with adequate and relevant experience on topographical survey for estimation of civil jobs and cost. The detailed bio-data of Key Personnel must be submitted with the bid.

2.4 The Bidders must be registered in Republic of Gabon. Documentary evidence must be provided in the form of Municipality trade license/Fiche Circuit issued by the local authority in the name of the bidder.

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) on the following basis:

- (i) The quantities given in the Price Format (Section-V) against each item are the estimated requirements against the tender. For the purpose of bid evaluation, the estimated quantities against each line item will be multiplied by the rates quoted by the bidders and the total amount thus derived against each line item will be added to evaluate the total estimated value of the contract to determine the lowest bidder.
- (ii) The estimated quantities indicated in Section-V 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. Similarly, if there is any discrepancy between words and figure, the amounts in words shall prevail.

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.

5.0 If any of the clauses in the BRC contradicts with other clauses of the Bid Document elsewhere, then the clause in the BRC shall prevail.

(END OF SECTION - II)

SECTION III
GENERAL CONDITIONS OF CONTRACT

1.0 DEFINITIONS:

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

- (a) "**Contract**" means agreement entered into between Company and contractor, as recorded in the contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein;
- (b) "**Contract Price**" means the price payable to contractor under the contract for the full and proper performance of its contractual obligations;
- (c) "**Work**" means each and every activity required for the successful performance of the services described in Section IV, the Terms of Reference;
- (d) "**Company**" or "**OIL**" means Oil India Limited, Gabon
- (e) "**Contractor**" means the individual or firm or Body incorporated performing the work under this Contract;
- (f) "**Contractor's Personnel**" means the personnel to be provided by the contractor to provide services as per the contract.
- (g) "**Services**" means the work specified in Section-IV and all other obligations to be complied with by Contractor pursuant to and in accordance with the terms of this contract.
- (h) "**Specification**" means the description of the Services and/or Equipment (if any) set out in Section-IV
- (i) "**Company's Personnel**" mean the personnel to be provided by OIL or OIL's contractor (other than the Contractor executing this Contract). The company representatives of OIL are also included in the Company's personnel.
- (j) "**Company Representative**" means General Manager, Oil India Limited, Gabon Project or his nominee.
- (k) "**Gross Negligence**" means any act or failure to act (whether sole, joint or concurrent) by a person or entity which was intended to cause, or which was in reckless disregard of or wanton indifference to, avoidable and harmful consequences such person or entity knew, or should have known, would result from such act or failure to act. Notwithstanding the foregoing, Gross negligence shall not include any action taken in good faith for the safeguard of life or property.
- (l) "**Willful Misconduct**" means intentional disregard of good and prudent standards of performance or proper conduct under the Contract with knowledge that it is likely to result in any injury to any person or persons or loss or damage of property.

2.0 EFFECTIVE DATE OF CONTRACT. COMMENCEMENT OF WORK AND DURATION OF CONTRACT:

- 2.1 **EFFECTIVE DATE OF CONTRACT:** The contract shall become effective as of the date Company notifies Contractor in writing that it has been awarded the contract. The date of issue of Company's Letter of Award (LOA) shall be treated as the Effective Date of the contract.
- 2.2 **COMMENCEMENT OF WORK:** The Contractor should commence work as per SECTION IV (Terms of Reference/Technical specification) within 15 (Fifteen) days from the date of LOA.
- 2.3 **DURATION OF CONTRACT:** The duration of the Contract shall be for 4 (Four) months from the Date of Letter of Award (LOA) for completion of the services for 2 (Two) locations. **Accordingly completion date of the contract is _____.**

However, if company opts to increase Contract quantity, the contract period shall be extended suitably.

- 2.4 The completion time may be extended by Company at its sole discretion on request from the Contractor.

3.0 GENERAL OBLIGATIONS OF CONTRACTOR: Contractor shall, in accordance with and subject to the terms and conditions of this Contract:

- 3.1 Perform the work described in the Terms of Reference (Section IV) in most economic and cost effective way.
- 3.2 Except as otherwise provided in the Terms of Reference and the special Conditions of the contract, provide all labour as required to perform the work.
- 3.3 Perform all other obligations, work and services which are required by the terms of this contract or which reasonably can be implied from such terms as being necessary for the successful and timely completion of the work.
- 3.4 Contractor shall be deemed to have satisfied himself before submitting their bid as to the correctness and sufficiency of its bid for the services required and of the rates and prices quoted, which rates and prices shall, except insofar as otherwise provided, cover all its obligations under the contract.
- 3.5 Contractor shall give or provide all necessary supervision during the performance of the services and as long thereafter as company may consider necessary for the proper fulfilling of contractor's obligations under the contract.

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

- 4.1 Pay Contractor in accordance with terms and conditions of the contract.
- 4.2 Allow Contractor and his personnel access, subject to normal security and safety procedures, to all areas as required for orderly performance of the work.
- 4.3 Perform all other obligations required of Company by the terms of this contract.

5.0 PERSONNEL TO BE DEPLOYED BY THE CONTRACTOR:

- 5.1 Contractor warrants that they will provide competent, qualified personnel to perform the Work correctly and efficiently and shall ensure that such personnel observe applicable Company and statutory safety requirement. Upon Company's written request regarding poor performance and deficiency, Contractor, entirely at their own expense, shall remove within 10 days, from assignment to the work. Any personnel of the Contractor determined by the Company to be unsuitable and shall promptly replace such personnel with personnel acceptable to the Company without affecting Company's work. For **engagement of labours, law of Gabon** shall be applicable.
- 5.2 The Contractor shall be solely responsible throughout the period of the contract for providing all requirements of their personnel including but not limited to, their transportation to & from field site, en route/local boarding, lodging & medical attention etc. Company shall have no responsibility or liability in this regard.
- 5.3 Contractor's key personnel shall be conversant with English as well as in French language (both writing and speaking).

6.0 WARRANTY AND REMEDY OF DEFECTS:

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

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

- 6.2 Should Company discover at any time during the execution of the Contract or within three (03) months after completion of the operations that the work carried out by the contractor does not conform to the foregoing warranty, Contractor shall after receipt of notice from Company, promptly perform any and all corrective work required to make the services conform to the Warranty. Such corrective work shall be performed entirely at contractor's own expenses. If such corrective work is not performed within a reasonable time, the Company, at its option, may have such remedial work performed by others and charge the cost thereof to Contractor, which the contractor must pay promptly. In case contractor fails to perform remedial work, the performance security shall be forfeited.

7.0 CONFIDENTIALITY, USE OF CONTRACT DOCUMENTS & INFORMATION:

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

- (a) which is possessed by the Contractor, as evidenced by the Contractor's written records, before receipt thereof from the Company which however the Contractor shall immediately inform to Company ;

OR

- (b) which is required to be disclosed by the Contractor pursuant to an order of a court of competent jurisdiction or other governmental agency having the power to order such disclosure, provided the Contractor uses its best efforts to provide timely notice to Company of such order to permit Company an opportunity to contest such order subject to prior permission from Company.

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

- 7.3 Any document supplied to the Contractor in relation to the contract other than the Contract itself remain the property of Company and shall be returned (in all copies) to Company on completion of Contractor's performance under the Contract if so required by Company. However, the above obligation shall not extend to information which:

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

- v) Contractor is required to produce before competent authorities or by court order subject to prior permission from Company;

8.0 **TAXES:**

- 8.1 Taxes levied as per the provisions of Laws of Gabon and any other enactment/rules on income derived/ payments received under the contract will be **on contractor's account as per the prevailing rates**. Contractor to quote accordingly.
- 8.2 Contractor shall be responsible for payment of personal taxes, if any, for all the personnel deployed.
- 8.3 Contractor shall be responsible for deduction & payment of personal taxes, if any, for all the personnel deployed in GABON.
- 8.4 The Contractor shall furnish to the Company, if and when called upon to do so, relevant statement of accounts or any other information pertaining to work done under the contract for submitting the same to the Tax authorities, on specific request by them. Contractor shall be responsible for preparing and filing the return of income etc. Within the prescribed time limit to the appropriate authority.
- 8.5 Prior to start of operations under the contract, the Contractor shall furnish the Company with the necessary documents, as asked for by the Company and/ or any other information pertaining to the contract, which may be required to be submitted to the Income Tax authorities at the time of obtaining "**No Objection Certificate**" for releasing payments to the Contractor.
- 8.6 Corporate and personal taxes on Contractor shall be the liability of the contractor and the Company shall not assume any responsibility on this account.
- 8.7 All local taxes, levies and duties, Sales Tax, VAT, Octroi, and all other taxes applicable in Gabon on purchases and sales (if required by the contractor) made by Contractor shall be borne by the Contractor.
- 8.8 **Taxe sur la Valeur Ajoutée (TVA):** The price should be exclusive of TVA. TVA as applicable shall be to the Company's (OIL) account. However OIL is exempted from paying TVA during exploration phase. OIL will provide TVA exemption certificate against each invoice.
- 8.9 **Contribution Sociale de Solidarité (CSS):** The quoted rates/prices should also be exclusive of CSS, which, if applicable, will be paid extra by Company against each invoice.

9.0 **INSURANCE:**

- 9.1 The Contractor shall arrange insurance to cover all risks in respect of their personnel and equipment, materials during the currency of the contract which is specially required under the law of Gabon.
- 9.2 Contractor shall obtain additional insurance or revise the limits of existing insurance as per Company's request, if any, in which case additional cost shall be to Contractor's account.
- 9.3 Any deductible set forth in any of the above insurance shall be borne by Contractor.
- 9.4 Contractor shall furnish to Company prior to commencement date, certificates of all their insurance policies covering the risks mentioned above.
- 9.5 If any of the above policies expire or are cancelled during the term of the contract and Contractor fails for any reason to renew such policies, then the Company will renew/replace same and charge the cost thereof to Contractor. Should there be a

lapse in any insurance required to be carried by Contractor for any reason whatsoever, loss/damage claims resulting there from shall be to the sole account of Contractor.

- 9.6 Contractor shall require all of their sub-contractors to provide such of the foregoing insurance coverage as Contractor is obliged to provide under the Contract and inform the Company about the coverage prior to the commencement of agreements with their sub-contractors.
- 9.7 All insurance taken out by Contractor or their sub- contractors shall be endorsed to provide that the underwriters waive their rights of recourse on the Company.

10.0 CHANGES:

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

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 contract, the relative obligation of the party affected by such 'Force Majeure' will stand suspended for the period during which such cause lasts. The word 'Force Majeure' as employed herein shall mean acts of God, war, revolt, agitation, strikes, riot, fire, flood, sabotage, civil commotion, road barricade (but not due to interference of employment problem of the Contractor), acts of government of the two parties, which makes performance impossible or impracticable and any other cause, whether of kind herein enumerated or otherwise which are not within the control of the party to the contract and which renders performance of the contract by the said party impossible.
- 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 support of its claim.
- 11.3 Should 'force majeure' condition as stated above occurs and should the same be notified within seventy two (72) hours after its occurrence the 'force majeure' rate shall apply for the first fifteen days. Parties will have the right to terminate the Contract if such 'force majeure' conditions continue beyond ten (10) days with prior written notice. Should either party decide not to terminate the Contract even under

such condition, no payment would apply after expiry of fifteen (15) days force majeure period unless otherwise agreed to.

- 11.4 Time for performance of the relative obligation suspended by the Force Majeure shall be extended by the period for which such cause lasts.

12.0 TERMINATION:

- 12.1 **TERMINATION ON EXPIRY OF THE TERMS (DURATION):** The contract shall be deemed to have been automatically terminated on the expiry of duration of the Contract or the extension period, if exercised by Company under the provision of the Contract.
- 12.2 **TERMINATION ON ACCOUNT OF FORCE MAJEURE:** Either party shall have the right to terminate this Contract on account of Force Majeure as set forth in Article 11.0 above.
- 12.3 **TERMINATION ON ACCOUNT OF INSOLVENCY:** In the event that the Contractor or its collaborator at any time during the term of the Contract, becomes insolvent or makes a voluntary assignment of its assets for the benefit of creditors or is adjudged bankrupt, then the Company shall, by a notice in writing have the right to terminate the Contract and all the Contractor's rights and privileges hereunder, shall stand terminated forthwith.
- 12.4 **TERMINATION FOR UNSATISFACTORY PERFORMANCE:** If the Company considers that, the performance of the Contractor is unsatisfactory, or not up to the expected standard, the Company shall notify the Contractor in writing and specify in details the cause of the dissatisfaction. The Company shall have the option to terminate the Contract by giving 15 days notice in writing to the Contractor, if Contractor fails to comply with the requisitions contained in the said written notice issued by the Company.
- 12.5 **TERMINATION DUE TO CHANGE OF OWNERSHIP & ASSIGNMENT:** In case the Contractor's rights and /or obligations under this Contract and/or the Contractor's rights, title and interest to the equipment/ material, are transferred or assigned without the Company's consent, the Company may at its absolute discretion, terminate this Contract.
- 12.6 If at any time during the term of this Contract, breakdown of Contractor's equipment results in Contractors being unable to perform their obligations hereunder for a period of 15 successive days, Company at its option, may terminate this Contract in its entirety without any further right or obligation on the part of the Company, except for the payment of money then due. No notice shall be served by the Company under the condition stated above.
- 12.7 Notwithstanding any provisions herein to the contrary, the Contract may be terminated at any time by the Company on giving 30 (thirty) days written notice to the Contractor due to any other reason not covered under the above Clause from 12.1 to 12.6 and in the event of such termination the Company shall not be liable to pay any cost or damage to the Contractor except for payment for services as per the Contract upto the date of termination including the De-mob cost, if any.
- 12.8 **CONSEQUENCES OF TERMINATION:** In all cases of termination herein set forth, the relative obligations of the parties to the Contract shall be limited to the period up to the date of termination. Notwithstanding the termination of this Contract, the parties shall continue to be bound by the provisions of this Contract that reasonably require some action or forbearance after such termination.

12.9 Upon termination of this Contract, Contractor shall return to Company all of Company's items, which are at the time in Contractor's possession.

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

13.0 APPLICABLE LAW:

13.1 The Contract shall be deemed to be a Contract made under, governed by and construed in accordance with the laws of Gabon for the time being in force and shall be subject to the exclusive jurisdiction of courts situated in Libreville, Gabon.

13.2 The Contractor shall ensure full compliance of various Gabon's Laws and Statutory Regulations in force from time to time and obtain necessary permits/licenses/labour licenses etc. as applicable from appropriate authorities for conducting operations under the Contract.

13.2 The Contractor shall not make Company liable to reimburse the Contractor to the statutory increase in the wage rates of the contract labour appointed by the Contractor. Such statutory or any other increase in the wage rates of the contract labour shall be borne by the Contractor.

14.0 **SETTLEMENT OF DISPUTES AND 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 Libreville, Gabon 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.

15.0 NOTICES:

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

(A) COMPANY

GENERAL MANAGER
GABON PROJECT,
OIL INDIA LIMITED,
LA SABLIERE, IMMEUBLE FIDJI
LIBREVILLE. B.P. 23134

(B) CONTRACTOR

M/s _____
Fax No. _____
Phone No. _____
E-mail: _____

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

16.0 **SUB-CONTRACTING:** Contractor shall not subcontract, transfer or assign the contract, in full or any part under this contract, to any third party (ies). Except for the main services under this contract, Contractor may sub-contract the petty support services subject to Company's prior approval. However, Contractor shall be fully responsible for complete execution and performance of the services under the Contract.

17.0 **MISCELLANEOUS PROVISIONS:**

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

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

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

17.4 Key personnel cannot be changed during the tenure of the Contract except due to sickness/death/resignation of the personnel in which case the replaced person should have equal experience and qualification which will be again subject to approval by the Company.

18.0 **PERFORMANCE SECURITY:**

The Contractor has furnished Performance Bank Guarantee _____ (being 10% of the estimated Contract value) in the form of Bank guarantee (No. dated _____) issued by _____. The Performance Bank Guarantee is valid upto _____ (10 months as indicated in Clause 26.0 of section I) to cover the duration of contract including warranty obligations indicated in Clause 6 of this section i.e. Section – III plus 3 months to lodge claim, if any. The performance security shall be payable to Company as compensation for any loss resulting from Contractor's failure to fulfil their obligations under the Contract. In the event of extension of the Contract period, the Contractor shall suitably extend the validity of the bank guarantee. Company will discharge the bank guarantee not later than 30 days following its expiry. Contractor may submit Performance Security in the form of Bank Draft/Banker's cheque/Bank Guarantee (BG) or in any other format acceptable to the company as stated in para 26.1 of section II above.

19.0 **LIQUIDATED DAMAGES FOR DEFAULT IN TIMELY COMPLETION:**

19.1 In the event of the Contractor's default in timely completion/execution of the contract i.e. within the Time Frame indicated in Clause 2.0 of Section-III, the

Contractor shall be liable to pay liquidated damages at the rate of 0.5% of the total contract value per week or part thereof, for the delay subject to maximum of 7.5%. Liquidated Damages will be reckoned from the date after expiry of the scheduled completion time period of the contract till the actual date of completion time.

- 19.2 The Company also reserves the right to cancel the Contract without any compensation whatsoever in case of failure to mobilise and commence and/or complete the service within the stipulated period.
- 20.0 **CONTRACT PRICE:** The Contract Price must remain firm during performance of the Contract and is not subject to variation on any account.
- 21.0 **LIABILITY:**
- 21.1 Except as otherwise expressly provided, neither Company nor its servants, agents, nominees, Contractors, or subcontractors shall have any liability or responsibility whatsoever to whomsoever for loss of or damage to the equipment and/or loss of or damage to the property of the Contractor and/or their Contractors or subcontractors, irrespective of how such loss or damage is caused and even if caused by the negligence of Company and/or its servants, agents, nominees, assignees, Contractors and subcontractors. The Contractor shall protect, defend, indemnify and hold harmless Company from and against such loss or damage and any suit, claim or expense resulting there from.
- 21.2 Neither Company nor its servants, agents, nominees, assignees, Contractors, subcontractors shall have any liability or responsibility whatsoever for injury to, illness, or death of any employee of the Contractor and/or of its Contractors or subcontractors irrespective of how such injury, illness or death is caused and even if caused by the negligence of Company and/or its servants, agents, nominees, assignees, Contractors and subcontractors. Contractor shall protect, defend, indemnify and hold harmless Company from and against such liabilities and any suit, claim or expense resulting there from.
- 21.3 The Contractor hereby agrees to waive their right to recourse and further agrees to cause their underwriters to waive their right of subrogation against Company and/or its underwriters, servants, agents, nominees, assignees, Contractors and subcontractors for loss or damage to the equipment of the Contractor and/or its subcontractors when such loss or damage or liabilities arises out of or in connection with the performance of the Contract.
- 21.4 The Contractor hereby further agrees to waive their right of recourse and agrees to cause their underwriters to waive their right of subrogation against Company and/or its underwriters, servants, agents, nominees, assignees, Contractors and subcontractors for injury to, illness or death of any employee of the Contractor and of its Contractors, subcontractors and/or their employees when such injury, illness or death arises out of or in connection with the performance of the Contract.
- 21.5 Except as otherwise expressly provided, neither Contractor nor their servants, agents, nominees, Contractors or subcontractors shall have any liability or responsibility whatsoever to whomsoever for loss of or damage to the equipment and/or loss or damage to the property of the Company and/or its Contractors or subcontractors, irrespective of how such loss or damage is caused and even if caused by the negligence of Contractor and/or its servants, agents, nominees, assignees, Contractors and subcontractors. The Company shall protect, defend, indemnify and hold harmless Contractor from and against such loss or damage and any suit, claim or expense resulting there from.

- 21.6 Neither Contractor nor their servants, agents, nominees, assignees, Contractors, subcontractors shall have any liability or responsibility whatsoever to whomsoever or injury to, illness, or death of any employee of the Company and/or of its Contractors or subcontractors irrespective of how such injury, illness or death is caused and even if caused by the negligence of Contractor and/or their servants, agents, nominees, assignees, Contractors and subcontractors. Company shall protect, defend indemnify and hold harmless Contractor from and against such liabilities and any suit, claim or expense resulting there from.
- 21.7 The Company hereby agrees to waive its right of recourse and further agrees to cause its underwriters to waive their right of subrogation against Contractor and/or its underwriters, servants, agents, nominees, assignees, Contractors and subcontractors for loss or damage to the equipment of Company and/or its Contractors or subcontractors when such loss or damage or liabilities arises out of or in connection with the performance of the Contract.
- 21.8 The Company hereby further agrees to waive its right of recourse and agrees to cause its underwriters to waive their right of subrogation against Contractor and/or its underwriters, servants, agents, nominees, assignees, Contractors and subcontractors for injury to, illness or death of any employee of the Company and of its Contractors, subcontractors and/or their employees when such injury, illness or death arises out of or in connection with the performance of the Contract.
22. **INDEMNITY AGREEMENT:**
- 22.1 Except as provided hereof Contractor agrees to protect, defend, indemnify and hold Company harmless from and against all claims, suits, demands and causes of action, liabilities, expenses, cost, liens and judgments of every kind and character, without limit, which may arise in favour of Contractor's employees, agents, Contractors and sub-Contractors or their employees on account of bodily injury or death, or damage to personnel/properly as a result of the operations contemplated hereby, regardless of whether or not said claims, demands or causes of action arise out of the negligence or otherwise, in whole or in part or other faults.
- 22.2 Except as provided hereof Company agrees to protect, defend, indemnify and hold Contractor harmless from and against all claims, suits, demands and causes of action, liabilities, expenses, cost, liens and judgments of every kind and character, without limit, which may arise in favour of Company's employees, agents, Contractors and sub-Contractors or their employees on account of bodily injury or death, or damage to personnel/properly as a result of the operations contemplated hereby, regardless of whether or not said claims, demands or causes of action arise out of the negligence or otherwise, in whole or in part or other faults.
- 22.3 **INDEMNITY APPLICATION:** The indemnities given herein above, whether given by Company or Contractor shall be without regard to fault or to the negligence of either party even though said loss, damage, liability, claim, demand, expense, cost or cause of action may be caused, occasioned by or contributed to by the negligence, either sole or concurrent of either party.
- 23.0 **WAIVERS AND AMENDMENTS:** It is fully understood and agreed that none of the terms and conditions of the Contract shall be deemed waived or amended by either party unless such waiver or amendment is executed in writing by the duly authorized agents or representatives of such party. The failure of either party to execute any right of termination shall not act as a waiver or amendment of any right of such party provided hereunder.

24.0 PAYMENT & INVOICING PROCEDURE:

- 24.1 Company shall pay to Contractor, during the term of the Contract, the amount due from time to time calculated according to the rates of payment set and in accordance with other provisions hereof. No other payments shall be due from Company unless specifically provided for in this Contract.
- 24.2 **MANNER OF PAYMENT:** Payments due by Company to Contractor shall be made at Contractor's designated Bank/ by cheque. All Bank charges will be to Contractor's account.
- 24.3 Payment of any invoices shall not prejudice the right of Company to question the validity of any charges therein, provided Company within one year after the date of payment shall make and deliver to Contractor written notice of objection to any item or items the validity of which Company questions.
- 24.4 **INVOICE:** Contractor shall submit 03 (three) sets of all invoices to Company for processing of payment.
- 24.5 The Contractor shall raise invoice(s) as per the payment schedule given in Section V for the job done which is certified by the Company's representative.
- 24.6 Payment of invoice, if undisputed, shall be made within 30 days of its receipt at Company's address.
- 24.7 The Company shall within 20 days of receipt of the invoice notify Contractor of any item under dispute, specifying the reasons thereof, in which event, payment of the disputed amount may be withheld until settlement of the dispute, but payment shall be made of any undisputed portion within 30 days. This will not prejudice the Company's right to question the validity of the payment at a later date as envisaged in Clause 24.3 above.
- 24.8 The acceptance by Contractor of part payment on any billing not paid on or before the due date shall not be deemed a waiver of Contractor's rights in respect of any other billing, the payment of which may then or thereafter be due.
- 24.9 Contractor shall maintain complete and correct records of all information on which Contractor's invoices are based up to two (2) years from the date of last invoice. Such records shall be required for making appropriate adjustments or payments by either party in case of subsequent audit query /objection.
- 24.10 Any audit conducted by Company of Contractor's records, as provided herein, shall be limited to Company's verification (i) of the accuracy of all charges made by Contractor to Company and (ii) that Contractor is otherwise in compliance with the terms and conditions of this Agreement.
- 24.12 Final payment against the Contract shall be made following receipt of invoice by Company accompanied by all the deliverables spelled out in Section IV of the contract.
- 24.13 A retention money equivalent to 20% of each running bill will be deducted till final completion of the work. This deducted amount will be released within one month from the date of satisfactory completion of job and submission of final report and all deliverables.
- 25.0 **RATE OF PAYMENT:** Company shall make payment to the Contractor as per the agreed rates referred to Price Schedule. These rates include all taxes, duties and other levies payable by Contractor under the Contract but excluding TVA & CSS. Company (OIL) is exempted from payment of TVA during exploration phase. OIL will give TVA exemption certificate against each invoice. CSS, if applicable will be paid extra.

26.0 WITH-HOLDING:

26.1 Company may withhold or nullify the whole or any part of the amount due to Contractor on account of subsequently discovered evidence in order to protect Company from loss on account of: -

- a) For non-completion of jobs assigned as per Section IV.
- b) Contractor's indebtedness arising out of execution of this Contract.
- c) Defective work not remedied by Contractor.
- d) Claims by sub-Contractor of Contractor or others filed or on the basis of reasonable evidence indicating probable filing of such claims against Contractor.
- e) Failure of Contractor to pay or provide for the payment of salaries/ wages, contributions, unemployment compensation, and taxes or enforced savings withheld from wages etc.
- f) Failure of Contractor to pay the cost of removal of unnecessary debris, materials, tools, or machinery.
- g) Damage to another Contractor of Company.
- h) All claims against Contractor for damages and injuries, and/or for non-payment of bills etc.
- i) Any failure by Contractor to fully reimburse Company under any of the indemnification provisions of this Contract. If, during the progress of the work Contractor shall allow any indebtedness to accrue for which Company, under any circumstances in the opinion of Company may be primarily or contingently liable or ultimately responsible and Contractor shall, within five days after demand is made by Company, fail to pay and discharge such indebtedness, then Company may during the period for which such indebtedness shall remain unpaid, with-hold from the amounts due to Contractor, a sum equal to the amount of such unpaid indebtedness.

26.2 Withholding will also be effected on account of the following: -

- i) Order issued by a Court of Law in Gabon
- ii) Income tax deductible at source according to law prevalent from time to time in the country.
- iii) Any obligation of Contractor which by any law prevalent from time to time to be discharged by Company in the event of Contractor's failure to adhere to such laws.

26.3 Any payment due from Contractor in respect of unauthorized imports.

26.4 When all the above grounds for withholding payments shall be removed, payment shall thereafter be made for amounts so withhold. Notwithstanding the foregoing, the right of Company to withhold shall be limited to damages, claims and failure on the part of Contractor, which is directly/ indirectly related to some negligent act or omission on the part of Contractor.

27.0 **SET-OFF:** Any sum of money due and payable to the Contractor(including Performance Security refundable to them) under this or any other Contract may be appropriated by OIL and set-off against any claim of OIL (or such other person or persons contracting through OIL) for payment of a sum of money arising out of this contract or under any other contract made by the Contractor with OIL (or such other person or persons contracting through OIL).

28.0 **RECORDS, REPORTS AND INSPECTION:** The Contractor shall, at all times, permit the Company and its authorized employees and representatives to inspect all the Work performed and to witness and check all the measurements and tests

made in connection with the said work. The Contractor shall keep an authentic, accurate history and logs including safety records of each IP survey section with major items consumed, which shall be open at all reasonable times for inspection by the Company designated representatives and its authorized employees and representatives. The Contractor shall provide the Company designated representatives with a daily written report, on form prescribed by the Company showing details of operations during the preceding 24 hours and any other information related to the said IP survey requested by the Company whenever so requested. The Contractor shall not, without Company's written consent allow any third person(s) access to the said survey, or give out to any third person information in connection therewith.

29.0 CHANGE IN LAWS:

- 29.1 In the event of any change or amendment of any Act or law, Rules or Regulations of Govt. of GABON or Public Body or any change in the interpretation or enforcement of any said Act or law, rules or regulations by Gabon Govt. or public body which becomes effective after the date as advised by the COMPANY for submission of final price bid for this CONTRACT and which results in increased cost of the works under the CONTRACT through increased liability of taxes, (other than personnel and Corporate taxes), duties, the CONTRACTOR shall be indemnified for any such increased cost by the COMPANY subject to the production of documentary proof to the satisfaction of the COMPANY to the extent which is attributable to such change or amendment as mentioned above.
- 29.2 Similarly, if any change or amendment of any Act or Law including Gabon Income Tax Act, Rules or regulations of any Govt. or public body or any change in the interpretation or enforcement of any said Act or Law, rules or regulations by Gabon Govt. or public body becomes effective after the date as advised by the COMPANY for submission of final price bid of this CONTRACT and which results in any decrease in the cost of the project through reduced liability of taxes, (other than personnel and Corporate taxes) duties, the CONTRACTOR shall pass on the benefits of such reduced cost, taxes or duties to the COMPANY.
- 29.3 Notwithstanding the above mentioned provisions, the COMPANY shall not bear any liability in respect of (I) Personnel taxes on the employees of CONTRACTOR and the employees of all its sub-contractors etc. (ii) Corporate taxes in respect of the CONTRACTOR and its subcontractors etc.
- 30.0 **ROYALTY AND PATENTS:** Each party shall hold harmless and indemnify the other from and against all claim and proceedings for or on account of any patent rights, design, trade mark or other protected rights arising from any use of materials, equipment, processes, inventions and methods which have not been imposed on the attending party by the terms of the contract or the specifications or drawings forming part thereof.
- 31.0 **CONSEQUENTIAL DAMAGE:** Except as otherwise expressly provided, neither party shall be liable to the other for special, indirect or consequential damages resulting from or arising out of the contract, including but without limitation, to loss or profit or business interruptions, howsoever caused and regardless of whether such loss or damage was caused by the negligence (either sole or concurrent) of either party, its employees, agents or sub-contractors.
- 32.0 **WAIVER:** Any delay in exercising and any omission to exercise any right, power or remedy exercisable by the Company under this contract shall not impair such right, power or remedy nor shall any waiver by the Company of any breach by the Contractor of any provision of this contract prevent the subsequent enforcement of

that provision by the Company or be deemed a waiver by the Company of any subsequent breach by the Contractor.

- 33.0 **INTELLECTUAL PROPERTY OWNERSHIP:** While providing the Services to Company, contractor may utilize expertise, know-how and other intellectual capital (including intellectual Property) and develop additional expertise, know-how and other intellectual capital (including intellectual property) which are contractor's exclusive property and which Contractor may freely utilize in providing Services for its other customers. Except where expressly and specifically indicated in writing, and in exchange for appropriate agreed payment, Contractor does not develop any intellectual property for ownership by Company, Contractor retains sole ownership of any such intellectual capital (including intellectual property) created by Contractor during the course of providing the Services. Contractor grants no title, license or right to Company to use Contractor intellectual capital (including intellectual property)
- 34.0 **INTELLECTUAL PROPERTY INFRINGEMENT:** Contractor shall indemnify and hold the Company harmless from any third party claims arising on account of intellectual property infringement with respect to its Services. Except when such infringement is caused due to (a) combination of contractor's equipments or Services in combination or their equipments and/or services not recommended by Contractor (b) out of unauthorized additions or modifications of contractor's equipments or services by Company, or (c) Company's use of contractor's equipments or services that does not correspond to Contractor.
- 35.0 **SECRECY:** During this Contract Company and its employees, agents, other contractors (of any tier) and its/ their employees etc may be exposed to certain confidential information and data of the Contractor. Such data and information shall held by the Company, its employees, other contractors (of any tier) and its/their employees in the strictest confidence and shall not be disclosed to any other party except on a need to know basis.
- 36.0 **ASSOCIATION OF COMPANY'S PERSONNEL:** Company's Engineers may be associated with the work throughout the operations. The Contractor shall execute the work with professional competence and in an efficient and workman like manner and provide Company with a standard of work customarily provided by reputed Contractors to major international oil companies in the petroleum industry or any other major companies.
- 37.0 **RETENTION MONEY:** A retention money equivalent to 20% of each running bill will be deducted till final completion of the work. This deducted amount will be released within one month from the date of satisfactory completion of job and submission of final report and all deliverable

END OF SECTION-III

SECTION – IV
TERMS OF REFERENCE / TECHNICAL SPECIFICATION

HIRING OF SERVICES FOR TOPOGRAPHY SURVEY USING SURVEY EQUIPMENTS (THEODOLITE, TOTAL STATIONS, GPS/DGPS ETC.) FOR STACKING OF DRILLING LOCATIONS AND ESTIMATION OF DETAILED CIVIL JOBS AND RELATED COSTS FOR APPROCH ROAD, PLINTH ETC. FOR 2 (TWO) DRILLING LOCATIONS - LOC. LE & LOC. C.

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

2.0 **BASIC INFORMATION OF THE AREAS AND LOGISTICS:**

Block Shakthi, area of 3761.25 sq. KM is situated in Interior-Basin, Gabon in thick vegetation and forest. The location map of the area is enclosed as reference showing the tentative locations for exploration drilling. The co-ordinates of these locations are also provided. This block has rivers, lakes, marshy land, national parks and undulating surface. A national highway R N-1 is passing through this block, is a life line for this area as most of villages, small town fall along this route.

3.0 The necessary topographic survey will have to be conducted as per the latest guidelines rules and regulations of concerned Ministry and Gabon Administration and the work description as detailed in this Section of the contract. While performing the work under this contract, contractor shall ensure to obtain necessary clearances if any required for carrying out the survey work and other associated services in this block for the proposed drilling locations and enroute work. Each drilling site requires nearly **150X120 Sqm** area cleared for drilling and associated service activities including storing facilities etc.

4.0 **CO-ORDINATES OF THE TWO DRILLING LOCATIONS.**

4.1 A) **Location -Lassa East (LE)**

Surface			
Latitude	0°14'47.2589"S	X	649 459.59
Longitude:	10°20'34.8737"E	Y	9972 753.65

B) **Location- C:**

Surface			
Latitude	0°18'29.9283"S	X	641 121.70
Longitude:	10°16'05.2204"E	Y	9 965 916.84

- 4.2 The coordinates of these locations are defined by the UTM projection system based on the Clarke 1880 ellipsoid, spindle 32, whose origin is the astronomical point of M'PORALOKO with: X = 500,000 meters on the central meridian 9° East, Y = 10,000,000 meters Equator.

5.0 **OBJECTIVE:**

The objective of the survey work is to prepare Detail Project Report(DPR) including quantities & cost estimate for tendering of Civil Works related to drilling activities at Location LE & C.

6.0 **SCOPE OF WORK:**

The scope of work of this tender covers the following: -

- A. To carry out stacking of the above locations to be drilled.
- B. To carry out detailed survey of the proposed drilling locations site of size 150x120 sqm for development of plinth, camp site, lay bye, parking area etc. including designing of protective works, cross drainage & surface drainage work etc.
- C. To carry out detailed survey for identification of a safest, shortest & economical road alignment to the new drilling locations from the nearest available existing road & to carry out proper engineering/geometric design of new approach road.
- D. To carry out survey of the existing approach road, bridges, culverts, passing places, protective works etc. to examine the present condition & its suitability for movement of heavy & long vehicles and suggest necessary rehabilitation measures.
- E. To carry out survey and cost estimate of civil jobs for strengthening/ rehabilitation of existing drilling plinths, roads, bridges, culverts, passing places, protective works etc. of the existing wells- LASSA 1, LASSA 2 AND LASSA 3.

Note:

- a) Detailed topographical survey to be done by closed theodolite/total station traverse. The Total Station instrument to be used for surveying should have at least 1 Sec accuracy.
- b) The leveling instruments uses for taking spot level should be of good quality and always be kept free of collimation error which should be checked and adjusted before start of the work every day. A record of adjustments should be kept in the field book.
- c) The limit of detailed survey will be around 500 meter radius from the location point for drilling sites and minimum 20 meter on both side of the central alignment of the road or as per the details of data required for good geometric design for the roads.
- d) Closing error in leveling should be limited to $12 \sqrt{L}$ mm, where L is the length of the route in km.
- e) Temporary Bench mark shall be established on the permanent objects like culverts etc. in every 500 m (if any) along the route with adequate description about the objects and levels to be mentioned in the level book/maps/survey report to facilitate locating these objects later on. Temporary Benchmark shall be marked properly with paint for future reference.

- f) Designing of the embankment, hard-standing of plinth, pavement, bridges, culvert etc. should be based on local resources and must be capable to cater movement of heavy vehicles and trailers used for oil exploration purpose.
- g) Contractor shall identify the nearest sources of all the building materials like laterite, stone chips, sand, earth etc required to be utilised in the civil jobs.

6.1 **STACKING OF TWO DRILLING LOCATIONS:**

The job to be carried out by the contractor comprises of but not limited to the following;

- 6.1.1 To carry out accurate stacking of the locations Loc. LE and Loc. C using modern instruments (DGPS/Theodolite/Total Station) as per the co-ordinates provided vide para 4.1.3 above. To understand the geographic positions of the locations refer **Figure-1**.
- 6.1.2 The surface position of the drilling locations to be earmarked with circular RCC “Center Point Pillar” of size 200 mm diameter and 1200 mm long and grouted with 1:3:6 mix (Grouting volume = 400MMx400MMx600MM per pillar). The contractor will have to supply RCC pillars along with all materials required for grouting and cost of which should be included in the item rate.

6.2 **FOR WELL SITE & CAMP SITE:**

To carry out detailed survey of the proposed drilling locations site for development of plinth, camp site, lay bye, parking area etc. including designing of protective works, cross drainage & surface drainage work etc. The job to be carried out by the contractor comprises of but not limited to the following;

- a) To carryout feasibility study for drilling sites of size 150x120 **Sqm** area based on the stacked location point along with approach road.
- b) Planning of the drilling site to accommodate drilling rig with its accessories, effluent pits, office area, storage area, camp area etc.
- c) Planning of the base campsite to accommodate all the necessary crew bunk, toilets, canteen, parking, disposal pit etc.
- d) To prepare layout map of the drilling location site & base camp with all details.
- e) To carry out topographic survey in the approved site for preparation of survey maps & including taking spot level for preparation of contour map of contour interval 100 mm. The grid for contour survey shall be 5m x 5m for plain & 2mx2m for forest, hilly, mountainous, undulated, steep slope area or as specified & required depending on nature of ground profile.
- f) To carry out plot measurement, final boundary survey and Land demarcation at the approved drilling sites.
- g) Supply & Fixing of reference pillars along the boundary of the drilling sites.
- h) Supply & Fixing of Centre line demarcation pillar for proper demarcation of centerline of the well site. Minimum three numbers of pillars to be fixed on the either sides of the center point of well in both X & Y direction. Pillar shall be RCC pillar of size 200mmx200mmx1200 mm and grouted with 1:3:6 mix (Grouting volume = 400MMx400MMx600MM per pillar). Total minimum numbers of pillars will be 12 per location and cost of which should be included in the item rate.
- i) Supply and fixing of benchmark pillars as required.

- j) Details and positions of all the pillars should be shown on map.
- k) To identify the trees having girth more than 30 cm(at 1 m height from ground), numbers, and type (species) required to be cut and uprooted for preparation of drilling plinths and camp areas. Positions should be shown in the map.
- l) Preparation of detailed drawings required for execution of the project.
- m) To work out the volume of earth cutting, filling, leveling and other civil jobs required for development of drilling plinth and campsite as per the approved layout including preparation of detail cost estimate for tendering of Civil Works. Cutting/filling areas to be properly represented in map/tabular form.
- n) To Carryout drainage studies indicating general drainage pattern, water level, HFL etc. In addition to that, contractor has to look for the water source nearby for the drilling location and accordingly the same has to reflect in their final report with detailed estimation.
- o) To submit list of all reference points with serial numbers, level & location with respect to nearby permanent structures.
- p) To identify and show the positions of nearby ancient monuments, burial grounds, cremation grounds, religious structures, hospitals and schools, water bodies, stream, existing road, plantation etc. in the site map.

6.3 **FOR NEW APPROACH ROADS:**

To carry out detailed survey for identification of a safest, shortest & economical road alignment to the new drilling locations from the nearest available existing road & to carry out proper engineering/geometric design of new approach road. -The job to be carried out by the contractor comprises of but not limited to the following;

- a) To do necessary reconnaissance survey and study the alternative roads to drilling sites and to suggest the suitable route based on merit/demerit of alternatives.
- b) To identify the trees having girth more than 30 cm(at 1 m height from ground), numbers, and type (species) required to be cut and uprooted for development of the road. Positions should be shown in the map.
- c) To identify places where overhead lines & underground cables, pipes required to be raised/lowered and (or) shifted including plan for realignment.
- d) To identify and show the positions of nearby ancient monuments, burial grounds, cremation grounds, religious structures, hospitals and schools, water bodies, stream, existing road, plantation etc. in the site map.
- e) To Carryout drainage studies indicating general drainage pattern, water level, High Flood Level (HFL), seepage, flow and to prepare drainage design.
- f) To identify the required positions of new bridge, culvert, retaining wall, road side drainage system etc. on the new alignment.
- g) Identification of suitable locations for lay bye and truck/trailer parking place.
- h) To carry out the geometric design of the new approach road based on the final alignment.
- i) To design of pavement, embankment, junction, culvert, bridges, protective measures, retaining walls, cross drainage work & drainage system etc.
- j) To design rehabilitation, improvement, repair measures for existing structure, if any.

- k) The study of the survey shall also to indicate the details height of cutting & filling of earth and its type in chainage wise along the proposed alignment of route. Cutting/filling areas to be properly represented in map/tabular form.
- l) For spot level work, the interval for cross section shall be taken at 25 meter along the proposed alignment for plain areas and 5 meter interval for hilly/undulated areas. Cross sectional Spot level to be taken at centre point, 2.5 meter point, 3.5 meter point, 5 meter point and subsequently at 1 meter interval beyond the 5 meter point on both sides of the centre line depending upon the specific part of the terrain/bend of the alignment for proper geometric design and quantity calculation. In addition, to the above intervals, for each proposed position of bridge/culvert over stream/low lying area, levels shall be taken at start, centre, and end.
- m) In case proposed alignment crosses any existing road, levels should be taken at start, centre, and end of the existing road and survey shall be extended to a minimum 50 meters both sides of the road centre line of the proposed alignments.
- n) To demarcate the final road alignment by fixing of reference pillars on the proposed alignments at 100meter interval on the straight portion and at starting, centre and end of each bend/curve of the proposed routes.
- o) Fixing of Benchmark pillars at the starting, end and 1 KM interval.
- p) To prepare strip plan showing proposed road land width, utility services (both above & below ground level), trees, electric poles, telephone poles, water pipeline, sewage line, bridges, culverts, junctions, adjoining land, etc.
- q) To prepare the detail quantity & cost estimate of all the civil works required for successful completion of the roadwork project.

6.4 **FOR EXISTING ROADS:**

The job to be carried out by the contractor comprises of but not limited to the following:

- a) To carry out detailed survey the existing approach road, bridges, culverts, passing places, protective works etc. to examine the present condition & its suitability for movement of heavy & long vehicles and suggest rehabilitation measures and cost estimate. Also, to show the position of same in maps.
- b) To identify and show the positions in maps where overhead lines & underground cables, pipes required to be raised/lowered and (or) shifted including plan for realignment.
- c) To identify the trees having girth more than 30 cm(at 1 m height from ground), numbers, and type (species) required to be cut and uprooted for development of the road. Positions should be shown in the map.
- d) To identify the nearby ancient monuments, burial grounds, cremation grounds, religious structures, hospitals and schools, water bodies, stream, existing road, plantation etc. to show the positions in maps.
- e) To identify any accident-prone locations/ sections in the existing road and to show the positions in maps.
- f) To identify suitable locations for lay bye and truck/trailer parking place and to show in the map.

- g) To carryout additional survey at each turning, curve, junction, passing places, narrow patches etc. and to re-design the same, if required to facilitate movement of heavy vehicles used for oil exploration purpose.
- h) For spot level work, the interval for cross section shall be taken at 25meter along the proposed alignment for plain areas and 5meter interval for hilly/undulated areas. Cross sectional Spot level to be taken at centre point, 2.5-meter point, 3.5meter point, 5meter point and subsequently at 1meter interval beyond the 5meter point on both sides of the centre line depending upon the specific part of the terrain/bend of the alignment for proper geometric design and quantity calculation. In addition, to the above intervals, for existing position of each bridge/culvert over stream/low lying area, levels shall be taken at start, centre, and end.
- i) Supply and fixing of reference pillars, pegs etc on the proposed changes in the alignments of the road, if any.
- j) Supply and fixing of Benchmark pillars at the starting, end and 1 KM interval.
- k) To prepare strip plan showing the existing road land width, utility services (both above & below ground level), trees, electric poles, telephone poles, water pipeline, sewage line, bridges, culverts, junctions, adjoining land, encroachment etc.
- l) To prepare detail working drawings, quantity & cost estimate of civil jobs for widening, strengthening existing roads, bridges, culverts, passing places, protective works etc. for improvement of the existing road.

6.5 **REFERENCE PILLARS:**

- a) Reference pillars should be RCC of size 100 MMx100MMx1200MM. The pillars should be grouted with 1:3:6 mix (Grouting volume = 300MMx300MMx450MM per pillar) after final demarcation. Reference pillars shall be fixed for demarcation of centre line of new road, boundary of drilling locations site or as directed by Company Representative.
- b) Submitting list of all the reference pillars with serial numbers, level & location with respect to nearby land mark.
- c) The payment shall be made on the actual number of Reference Pillars supplied & fixed at site as per the directions of the Company Representative.

6.6 **BENCH MARK PILLAR:**

- a) Benchmark pillars should be of PCC of size 450 MMx450MMx1200MM and as per the sketch at **Fig - 2**. Benchmark pillars shall be constructed at the starting, end and 1 KM interval and for each isolated area as per the directions of the Company Representative. The reduced level of the top of hemispherical ball and co-ordinates with respect to survey grid shall be engraved clearly on the top of the benchmark pillar. The top surface of MS plate along with the hemispherical ball shall be painted with anticorrosive paint.
- b) Submitting list of all the benchmark pillars with serial numbers, level & location with respect to nearby landmark.
- c) The payment shall be made on the actual number of Benchmark Pillars supplied & fixed at site as per the directions of the Company Representative.

6.7 **EXISTING WELLS (LASSA 1, LASSA 2 & LASSA 3):**

6.7.1 Company had drilled 3 (three) wells in the year 2013-2014 in LASSA village, near Paris Bifun, 180 Km from Libreville. All the approach roads and bridges built by the Company are still exist in usable condition. Total length of original village roads and approach roads built by the Company is 6 KM. approximately. Company now wants to carry out extended well test of 2 (two) wells LASSA-1 and LASSA-2. Company will engage a work over rig (around 450/750 HP) for the testing jobs. Now, topography survey is required for the job by the contractor comprises of but not limited to the following;

Coordinates of the wells are:

Well Lassa 1:

Surface			
Latitude	0°-15'-25.7"S	X	647660
Longitude:	10°-19'-36.7"E	Y	9971572

Well Lassa 2:

Surface			
Latitude	0°-14'-55.43"S	X	646865
Longitude:	10°-19'-10.96"E	Y	9972503

Well Lassa 3

Surface			
Latitude	0°-15'-53.52"S	X	647985,
Longitude:	10°-19'-47.19"E	Y	9970719

The coordinates of these locations are defined by the UTM projection system based on the Clarke 1880 ellipsoid, spindle 32, whose origin is the astronomical point of M'PORALOKO with: X = 500,000 meters on the central meridian 9° East, Y = 10,000,000 meters Equator.

- 6.7.2 To carry out detailed survey of the existing approach roads of LASSA -1, LASSA -2 & LASSA-3 along with its bridges, culverts, passing places, protective works etc. and to examine the present condition & its suitability for movement of heavy & long vehicles, suggest rehabilitation measures, and cost estimate. Also, to show the position of same in maps.
- 6.7.3 To carry out the detail survey of the existing well plinth area of LASSA -1, LASSA -2 & LASSA-3 for estimation of civil job involved for repairing/strengthening of the plinth area.

6.7.4 Based on above study, to prepare & submit relevant drawings & maps, detail quantity & cost estimate of the civil repairing jobs for both the approaches & the plinths area.

6.8 CLEARANCE OF JUNGLES/BUSHES AND CUTTING OF TREES

Clearance of jungles/bushes and cutting of trees as required to facilitate the survey work also form part of the contract. However, this shall be done with minimal impact to the environment. Necessary permission required for the same shall be taken from the concerned authority by the contractor. No extra payment is admissible under this account.

7.0 DETAILED PROJECT REPORT (DPR):

The project data collected during the survey and proposal shall be presented in the form of DPR. The DPR shall be prepared in following four parts:

- a) Report
- b) DRAWING
- c) MAPS
- d) Estimate

7.1 REPORT:

7.1.1 Report shall comprise all the data pertaining to the survey as per the following sub-head:

- i. Executive summery.
- ii. Introduction.
- iii. Field report.
- iv. Design standard & specifications of proposed infrastructure.
- v. Rehabilitation measures of the existing infrastructure.
- vi. Drainage facilities including cross drainage structure.
- vii. Environmental & social impact including rehabilitation etc.
- viii. Materials, labour and equipment
- ix. Rates and cost estimate
- x. Miscellaneous
- xi. Conclusions & recommendations

7.1.2 The impact of the road alignment & drilling site on the environment shall also be considered at the time of planning and designing. Necessary measures required to be taken to prevent environmental degradation during the construction phase shall be indicated in the report at the Sub-head (vii) above.

7.1.3 All survey field data shall be submitted to the Company Representative from time to time as per progress of the work or as per the instruction of the Company Representative as per the head (iii) above.

7.1.4 The report under head (iii) should give the introduction of the site, methodology adopted for surveying the areas, calculation of errors, transfer of bench mark and any other calculation required for surveying and preparation of the survey maps.

7.1.5 The report under head (iii) should contain the details of trees to be cut with their name, numbers and girths, existing electric pole, hut etc.

7.1.6 The survey report should also cover the following: -

- i) General site observation such as location of access roads, river and streams, watercourses, irrigation canals etc.
- ii) Presence of any well and /or tube well in the site and water level in them shall also be indicated.
- iii) Whether there is any rock outcrops in the site.
- iv) Existing drainage pattern of the site, possibility of water logging and high flood level of the area

7.1.7 Two (02) copies of draft field reports under head (iii) shall be submitted for review and approval of the Company Representative.

7.2 DRAWINGS:

7.2.1 The drawings shall be easy & contain all details required for execution of the project and include the following:

- i. Plan, longitudinal section, & cross section of existing & proposed road showing the curves, passing places, campsite, parking places, Location of various road signs etc.
- ii. Plan, longitudinal section, & cross section of drilling plinth & camp site showing involvement of earth work (in cuttings & fillings) and hard sanding.
- iii. Detail drawing of cross drainage structure like bridge, culvert etc. including plan & cross sections,
- iv. Detail drawing for retaining wall and other protection structure if any.
- v. Preparation of lay out plan of the plinth showing hard standing area, effluent pit and RCC foundation, cutting disposal pit, site camp, base camp incorporating all requirements.
- vi. Any other document & drawing required for execution of the works
- vii. Detail of drawing including plan & cross-section of various foundation of rig sites.

7.2.2 Scale of various Drawing:

- a. Any layout drawing 1:200
- b. Any Details of individual structure 1:50
- c. Any cross sectional drawing 1:20
- d. For cross sectional road profile, suitable horizontal & vertical scale to be adopted.

7.3 MAPS/PLOTS:

7.3.1 For Drilling Plinth & Camp site:

The contractor shall submit survey maps of the plinth and Camp area in 1:200 scale indicating grid lines and contour lines, demarcating all permanent features like roads, waterways, buildings, power lines, natural streams, trees etc. **Contour map should have two parts, one showing spot levels and contours (with contour line interval of 100mm) with grid lines and other with grid lines, contour lines and existing features like tree, stream etc.**

7.3.2 For Approach road:

- 7.3.2.1 The contractor shall submit survey maps of the approach roads demarcating all permanent features like house, hut, plantation, culvert, bridge, roads, railways, waterways, buildings, power lines, electrical pole, natural streams, underground & over ground pipe lines, trees etc. falls within 20 m on both sides of the centre, along the proposed alignment of the road
- 7.3.2.2 The position of all benchmark pillars, reference pillars etc. to be marked in the survey maps.
- 7.3.2.3 A road network map showing the existing & new roads including national road, main road including the position of the existing & new drilling location of OIL India Limited.
- 7.3.2.4 Scale of various Maps:
- a) Survey map for plinth & base camp 1:200
 - b) Survey map for roads 1:1000 for plain terrain.
 - c) Survey map for roads through Forest 1:500
 - d) Road network map in 1:50,000

7.4 **ESTIMATE:**

- 7.4.1 The project estimate should give a clear picture of the financial commitment involved to carry the civil jobs related to the drilling activities and should be realistic. The estimate shall consist of
- a) Abstract of cost
 - b) Estimate of quantity
 - c) Analysis of rates
 - d) Quarry material source chart
 - e) Basis of provision for escalation if any
- 7.4.2 For estimation, rate of all items of works shall be as per the prevailing "Schedule of Rate" of Ministry of Public Work, Government of Gabon applicable for the locality of the work site.
- 7.4.3 Market rate may be adopted for those items, which are not covered under the "Schedule of Rate" of Ministry of Public Work, Government of Gabon, and such market rate shall be supported with proper rate analysis.

8.0 **SUBMISSION OF REPORTS:**

- 8.1 The contractor shall furnish one draft copy of Detail Project Report (DPR) both soft & hard form, along with all necessary drawing, maps, estimate etc. and arrange a presentation at OIL's office for its approval.
- 8.2 After incorporation of necessary changes & modification in the draft copy as per the discussion on the presentation, contractor shall furnish Soft Copies in CDs & Four (4) hard copies of the **Detail Project Report (DPR)** along with all necessary drawing, maps, estimate etc. All reports shall be in English.

- 9.0 **TIME FRAME:** The Contractor shall complete all the detailed study and shall submit all the report within 4 (Four) months from the date of issuance of the Letter of Award (LOA). However, company emphasize that contractor should submit all the deliverables after completion of work for each location separately in staggered/systematic manner.
- 10.0 **RESPONSIBILITY FOR ACCURACY:** The contractor shall be responsible for accuracy of all the data used in the project preparation and estimate prepared as part of the project. The contractor shall indemnify the client against any inaccuracies in work.

END OF SECTION-IV

SECTION – V

PRICE FORMAT

SCHEDULE OF RATES & PAYMENT

1.0 SCHEDULE OF RATES: THE RATES AND CHARGES TO BE QUOTED BY THE BIDDERS:

Sl. No	Description of Work	Unit	Quantity (A)	Rate FCFA (B)	Total FCFA (A X B)
1.	Topographical survey for location stacking including demarcation of boundary line, center point, and centerline of drilling location by supply and fixing of relevant pillars and taking spot level & fixing benchmark pillar as specified in scope of work in section IV. (Cost of supply and fixing of Reference Pillar at boundary & Benchmarks pillar will be paid under item sl. no. 6 & 7 below respectively)	JOB	2		
2	Topographical survey for existing and new approach roads to the stacked location along with alternate route survey if any, including demarcation of new alignment by supply and fixing of Reference Pillar and taking spot level & fixing benchmark pillar as specified in scope of work in section IV. (Cost of supply and fixing of Reference & Benchmarks Pillar will be paid under item sl. no. 6 & 7 below respectively)	JOB	2		
3	Based on the topographical survey of all the new drill sites, camp sites & approaches, preparation and submission of one draft copy of Detail Project Report (DPR) both soft & hard form, along with all necessary drawing, maps, estimate etc. and arranging presentation at OIL's office for its approval as specified in scope of work in section IV.	JOB	1		
4	Submission of Four (4) hard copies & soft copies of final Detail Project Report (DPR) along with all necessary drawing, maps, estimate etc. after incorporation of necessary changes & modification in the draft copy as per the discussion during the presentation as specified in scope of work in section IV.	JOB	1		
	Total Cost of above services from Sl. No. 1 to 4 for 2 Drilling Locations	(AXB) For Item Sl. No. 1 + (AXB) For Item Sl. No. 2+ (AXB) For Item Sl. No.			

		3+ (AXB) For Item Sl. No. 4 = M			
Sl. No	Description of Work	Unit	Quantity (A)	Rate FCFA (B)	Total FCFA (A X B)
5	Existing wells: LASSA- 1, LASSA- 2 & LASSA 3: To carry out survey with the help of theodolite/total station on the existing village road, approach road and existing well plinth of LASSA 1, LASSA 2 & LASSA 3 and to prepare & submit relevant drawings & maps, detail quantity & cost estimate of the civil repairing jobs for both the approaches & the plinths area as specified in scope of work in Section IV	JOB	1		
6	Supply & fixing of Reference pillar as specified in section IV for approach, plinth, campsite etc.	NO.	70		
7	Supply and fixing of Benchmark pillar as specified in section IV for approach and plinth.	No	16		
	Total Cost of above services from Sl. No. 5 to 7 for Drilling Locations	(AXB) For Item Sl. No. 5 + (AXB) For Item Sl. No. 6+ (AXB) For Item Sl. No. 7 = N			

Total estimated cost of the Contract for Topographical Survey works for 2 Drilling locations and 3 existing well sites along with supply and fixing of Reference and Benchmark Pillars.

M + N = FCFA XXXX + FCFA YYYY = FCFA ZZZZ

2.0 Validity of the offer (Minimum 90 days)Days From the date of opening of the tender

Note:

- Payment will be made for the above items for completed jobs only on the basis of actuals as certified by Company's representative.
- For new locations, The civil engineering job has to be estimated with regards to a 1000/1500 HP Mechanical/ Electrical rigs.**
- For the existing wells LASSA- 1, LASSA- 2 & LASSA 3, the civil repairing jobs to be estimated with regards to work over rig of around 450/750/1000 HP.
- The above prices are inclusive of all **taxes & duties** except TVA and CSS to perform the services described under the Scope of the work above.
- The rates shall include cost of clearing jungle etc required during survey works and well as prior to starting of the civil work.
- Supplying & fixing pegs, location center point pillar & center line demarcation at plinth, and other materials required & specified in the relevant standard guideline or otherwise at site during entire survey work will be contractor's responsibility and

included in the item rates and no separate payment shall be made on such items to complete the Scope of Work (Section IV).

- g) The price shall be inclusive of all obligations, costs and expenses necessary to perform work as defined in scope of work.
- h) Any statutory clearances need to be obtained by contractor to carry out the work and all costs shall be on contractors account.
- i) The Contractor shall bear all the cost of travelling of team member(s) to the site for carrying out the work.
- j) It is the Contractor's responsibility to arrange lodging and boarding etc. for the team member(s) at the site/ operational area.
- k) The quantity/parameter assumed against each item above is only for the Bid evaluation purpose as assessed by Company. It is, however, to be clearly understood that payment will be made to the Contractor on the basis of actual quantity/parameters executed by the Contractor to the satisfaction of Company as per contractual provisions.
- k) Bid in which the rate for any of the above services is not quoted shall be rejected. However, if no charge is involved for any of the above work, '**NIL**' should be mentioned against such services.

3.0 **SCHEDULE OF PAYMENT:** Payment of an item of schedule of items (Section V-price schedule) shall be made as represented in the table below. Part payment on items may be made at the discretion of the company based on the work executed. No advance payment shall be made to the contractor.

On completion of item Sl. No. 1 of above Price Format for Drilling Location - LE	10% of M or the quoted rate for one Location against the item whichever is lower.
On completion of item Sl. No. 1 of above Price Format for Drilling Location - C	10% of M or the quoted rate for one Location against the item whichever is lower.
On completion of item Sl. No. 2 of above Price Format for Drilling Location - LE	15% of M or the quoted rate for one Location against the item whichever is lower.
On completion of item Sl. No. 2 of above Price Format for Drilling Location - C	15% of M or the quoted rate for one Location against the item whichever is lower.
On completion of item Sl. No. 3 of above Price Format	20% of M or the quoted rate against the item whichever is lower.
On completion of item Sl. No. 4 of above Price Format	30% of M along with any adjustment (Difference of earlier invoice amount and paid amount) with respect to M.
Payment against item sl. No. 5 of above price format	Shall be made as and when the item is complete.
Payment against item sl. No. 6 & 7 of above price format	Shall be made on actual job done.

3.0 **RETENTION MONEY:** A retention money equivalent to 20% of each running bill will be deducted till final completion of the work. This deducted amount will be released within one month from the date of satisfactory completion of job and submission of final report and all deliverable.

END OF SECTION-V

SECTION – VI
SPECIAL TERMS & CONDITIONS

1.0 ASSOCIATION OF COMPANY PERSONNEL:

Company's nominated Representative(s) will be associated with supervision & guidance of the work to be carried out by the Bidder throughout the operations. The Bidder shall execute the services in a cost effective way with professional competence and in an efficient workmanlike manner and shall provide Company with a standard of work customarily provided by reputed Contractors.

2.0 PROVISION OF PERSONNEL AND FACILITIES:

- 2.1 The Contractor shall provide the all such required personnel including unskilled labourers, if any, for job execution at site in persistent with contractual provisions.
- 2.2 The key personnel to be deployed by the Contractor for job execution at site must have the requisite experience & qualifications. On Company's request, Contractor shall remove and replace at his own expenses any of their personnel whose presence is considered undesirable in the opinion of the Company.
- 2.3 The Contractor shall be responsible for, and shall provide for all requirements of their personnel including but not limited to their insurance, transportation (to & fro upto site and local transportation), medical/first-aid, vacation, salaries and all amenities, termination payment at no extra charge to Company.
- 2.4 Company will not provide any facility to Bidder's personnel at site.
- 2.5 Bidder shall furnish the list of equipment proposed to be deployed.

3.0 HEALTH, SAFETY & ENVIRONMENT:

- 3.1 All work under this tender shall be performed in compliance with the HSE Regulations of Gabon and the Bidder will be solely responsible for the same. Any environmental guidelines pertaining to the jobs under this tender issued by the environmental authority or Governmental Entity of Gabon, and designed to minimize environmental impact of Topographic survey activities in the region, should be adhered to. A copy should be available with the Crew. However, any legal implication, penalty or compensation levied on the Company, due to the violation of HSE norms/guidelines of Gabon by the Bidder, during the currency of the contract, the Contractor shall be liable to bear the entire penalty/cost. Company shall have no responsibility or liability in this regard.
- 3.2 Contractor shall follow all safety norms and also observe such safety regulations. Contractor shall take all measures necessary to provide safe working conditions and shall exercise due care & caution in preventing fire, safe handling of instruments, maintaining safety of its personnel from forest animals or trees or unforeseen hazards etc. at all times.
- 3.3 Safety and security of Contractor's resources including personnel, equipment, materials & stores will be the sole responsibility of the Contractor. Company will not handle/operate any of Contractor's equipment and materials at site.

4.0 LABOUR:

- 4.1 The recruitment of the labour shall be met as per prevailing laws of Gabon.
- 4.2 Contractor should provide and make regular payment to all the work personnel engaged by him as per Gabonese prevailing laws. The Contractor shall have to provide camp facility, if required / food / consumables etc. to his personnel at his own cost.

4.3 The necessary entry fees etc for vehicles and the personnel engaged by the Contractor for the job shall have to be borne by the Bidder.

5.0 **CONFIDENTIALITY OF INFORMATION:**

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

6.0 **GENERAL OBLIGATION OF THE CONTRACTOR:**

6.1 The Contractor shall provide all materials, consumables, tools & tackles, labourers, supervision, transport, security and all other such items, which are necessary to complete the work within the scheduled time and in accordance with the technical specification stipulated hereof.

6.2 Detail topographical survey will be carried out only after thorough investigation by reconnaissance survey and on the route or area approved by the company.

6.3 The scales to be used for plotting and drawing shall be as per company's requirement.

6.4 All the survey data, design, drawing, shall be the property of the company; the contractor shall in no case display or share the information with any other party in any form.

6.5 All design & specification shall suit particular local condition and shall be both safe and economic.

6.6 The contractor shall undertake to modify the design, drawings, specifications, plan or any other document free of cost in case of any defect in same is noticed during execution of work.

6.7 The contractor shall be responsible for seeking and obtaining, well in time necessary permission or authorization from concerned local or other offices and/or individual property owner etc. to approach enter measure, level, place instrument and equipments as may be required for carrying out survey works. OIL may provide necessary assistance in this regard at its discretion.

6.8 The contractor shall be solely responsible for following sound technical and other methods and practices of survey work, accuracy of equipment and field work. In case of any discrepancy being observed in survey maps, level and computer data, the contractor at his own cost carry out further surveys and set right all the discrepancy

6.9 The contractor shall submit weekly progress report to OIL about the progress of work.

END OF SECTION-VI

TENDER NO. : OIL/GABON/TOPO/DRILLING-II/02/18

STATEMENT OF COMPLIANCE WITH RESPECT TO BRC

SL. NO.	SECTION/ CLAUSE NO.	BRIEF STATEMENT	COMPLIANCE	REMARKS

We undertake that all the clauses of BRC as entered in the tender document shall be fully complied with.

Signature and seal of the Bidder:

Name of Bidder:

TENDER NO. : OIL/GABON/TOPO/DRILLING-II/02/18

STATEMENT OF NON-COMPLIANCE (EXCEPTING BRC)

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

We undertake that excepting above deviations all the terms and conditions in the tender document shall be fully complied with.

Signature and seal of the Bidder:

Name of Bidder:

BID FORM

To
General Manager
Oil India Limited, Gabon Project
Libreville, Gabon

SUB: TENDER NO. : OIL/GABON/TOPO/DRILLING-II/02/18

Gentlemen,

Having examined the General and Special Conditions of Contract and the Terms of Reference including all attachments thereto, the receipt of which is hereby duly acknowledged, we the undersigned offer to perform the services in conformity with the said conditions of Contract and Terms of Reference for the sum of _____ (Total Bid Amount in words and figures) or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Bid.

We undertake, if our Bid is accepted, to commence the work within 15 (Fifteen) days calculated from the date of award of Contract.

If our Bid is accepted, we will obtain the guarantee of a bank in a sum not exceeding 10% (ten percent) of the total contract value for the due performance of the Contract.

We agree to abide by this Bid for a period of 90 days from the date fixed for Bid opening and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

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

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

Dated this _____ day of _____ 2017.

Signature

(In the capacity of)

COMPLIANCE OF TENDER CLAUSES

To

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

Sir,

TENDER NO. : OIL/GABON/TOPO/DRILLING-II/02/18

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 Security Clause	: Ref. Clause 26 of Section I
(ii) Force Majeure Clause	: Ref Clause 11 of Section III
(iii) Tax Clause	: Ref. Clause 8 of Section III
(iv) Arbitration Clause	: Ref. Clause 14 of Section III
(v) Applicable Law	: Ref. Clause 13 of Section III
(vi) (Liquidated damages clause	: Ref. Clause 19 of Section III
(vii) Termination Clause	: Ref. Clause 12 of Section III
(viii) Warranty and Remedy of defects clause	: Ref. Clause 6 of Section III
(ix) Liability clause	: Ref. Clause 21 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.

SAMPLE FORMAT FOR EXPERIENCE CERTIFICATE

Bidders may submit experience certificate as per the following format or any other format showing the details mentioned in Clause 2.1 (c) of Section II of the tender.

TO WHOM IT MAY CONCERN

This is to certify that **M/s** ----- (**Name of the bidder**) has successfully completed Contract ----- (contract no.) dated ----- with M/s----- (**Name of the client**), on ----- (date) for Topographical survey.

2.0 The Gross payment/value of the job done during the currency of the contract was ----- FCFA.

3.0 We sincerely appreciate the service of **M/s** ----- and wish them success.

Signature of the Client

FORM OF PERFORMANCE BANK GUARANTEE

To:
General Manager
GABON Project
OIL INDIA LIMITED
LA SABLIERE, IMMEUBLE FIDJI
(pres de la ancienne 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 there under or of any of the Contract
documents which may be made between you and the Contractor shall in any way
cease us from any liability under this guarantee, and we hereby waive notice of such
change, addition or modification.

This guarantee is valid until the date _____ (calculated at 6 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 ancienne Cours Constitutionnelle)
LIBREVILLE, P.O.BOX 23134,GABON

Sir,

TENDER NO. : OIL/GABON/TOPO/DRILLING-II/02/18

We _____confirm that Mr. _____ (Name and address) as authorized to represent us to Bid, negotiate and conclude the agreement on our behalf with you against Tender Invitation No. _____ for _____

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

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

WHEREAS

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

WHEREAS, Company issued a firm Letter of Award No. _____ based on Offer No. _____ submitted by the Contractor against Company's **Tender No.OIL/GABON/ENQ-TOPO/DRILLING-II/02/ 18**

WHEREAS Contractor has accepted Company's Letter of Award vide their letter no. _____.

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

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.

1. In addition to documents hereinabove, the following Sections and Annexure attached herewith shall be deemed to form and be read and construed as part of this agreement viz.:

- (a) Section-III indicating the General Conditions of Contract,
- (b) Section-IV indicating the Terms of Reference/Technical Specifications,
- (c) Section-V indicating the Schedule of rates and

2. In consideration of the payments to be made by the Company to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Company to provide the Services and to remedy defects therein in conformity in all respect with the provisions of this Contract.

3. 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 the times and in manner prescribed in this contract.

IN WITNESS thereof, each party has 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.

OIL/GABON/ENQ-TOPO/DRILLING-II/02/18 DATED 26.02.218

CHECK LIST

Please strike out whichever is not applicable in the appropriate box in the table below and submit the required documents along with your bid as mentioned therein:

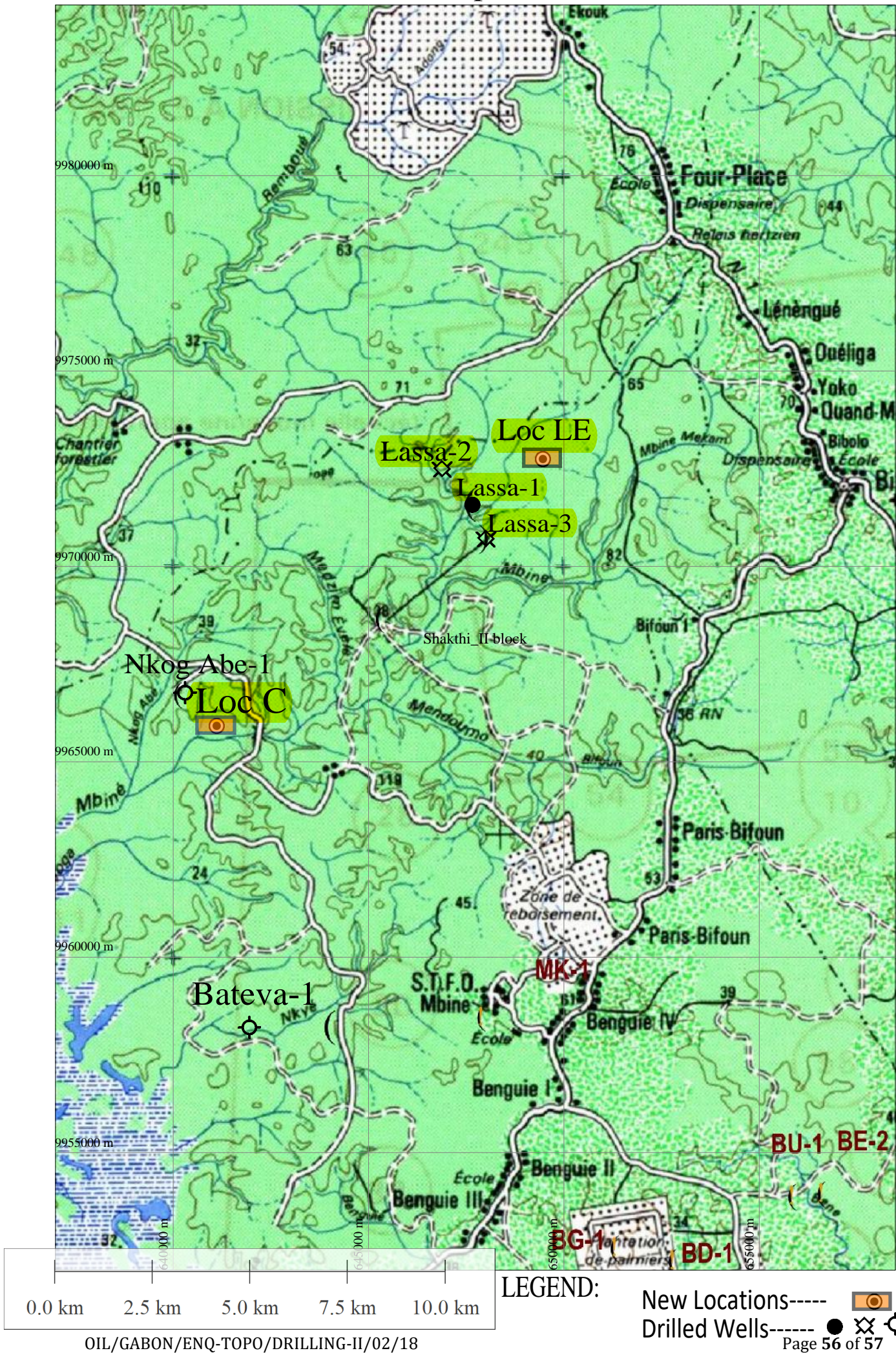
Sl. No	Condition	Clause of the Tender.	Bidders to strike out whichever is Not Applicable.
1	Bidder(s) must quote clearly and strictly in accordance with the price format outlined in (SECTION-V). The Bids in which the rates for any part of the work are not quoted shall be rejected. However, if no charge is involved for any of the work/item, 'NIL' should be mentioned against such part of work.	Section II, Clause 1.2	Complied/ Not Complied
2	Bids will be rejected if it does not conform to all the requirements of Section –IV, Terms of Reference/ Scope of work.	Section II, Clause 1.3	Complied/ Not Complied
3	The bids are to be submitted under Single Stage Composite Bidding System (Techno-Commercial bid) in sealed envelopes submitted together.	Section II, Clause 1.4	Complied/ Not Complied
4	Bids shall remain valid for Minimum 90 days from the actual date of bid opening. Bidder to Confirm their acceptance by submitting duly signed Bid Form. Ref. Proforma B.	Section II, Clause 1.5 Section I, Clause 11	Accepted/ Not Accepted
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.	Section II, Clause 1.8	Complied/ Not Complied
6	(i) Performance Security Clause (ii) Force Majeure Clause (iii) Tax Clause (iv) Arbitration Clause (v) Applicable Law (vi) Liquidated damages Clause. (viii) Termination Clause (ix) Warranty and Remedy of defects clause (x) Liability Clause Bidders to confirm their compliance of the above clauses of the tender in the format given in Proforma C and the	Section I, Clause 26 Section III, Clause 11 Section III, Clause 8 Section III, Clause 14 Section III, Clause 13 Section III, Clause 19 Section III, Clause 12 Section III, Clause 6 Section III, Clause 21	Submitted/ Not Submitted

Sl. No	Condition	Clause of the Tender.	Bidders to strike out whichever is Not Applicable.
	same should be submitted along with the bid.		
7	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 21 550 000. 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. Pl. refer Proforma D for Format of experience certificate.	Section II, Clause 2.1	Submitted/ Not Submitted
9	Bidders to confirm that they will deploy personnel with adequate and relevant experience on topographical survey for estimation of civil jobs and cost. The detailed bio-data of Key Personnel must be submitted with the bid.	Section II, Clause 2.3	Submitted Not Submitted
10	The Bidders must be registered in Republic of Gabon. Documentary evidence must be provided in the form of Municipality trade license/Fiche Circuit issued by the local authority in the name of the bidder.	Section II, Clause 2.4	Submitted Not Submitted
11	The bidder must confirm to commence the work within 15 (Fifteen) days calculated from the date of award of Contract. Bidder to Confirm their acceptance by submitting duly signed Bid Form. Ref. Proforma B	Section III, Clause 2.2	Accepted / Not Accepted
12	PAYMENT & INVOICING PROCEDURE Bidder to confirm their acceptance.	Section III, Clause 24	Accepted/ Not Accepted

Seal & Signature of the Bidder

END OF TENDER DOCUMENT

Figure1: Locations LE and C along with wells Lassa-1, 2 & 3 Plotted on Toposheet



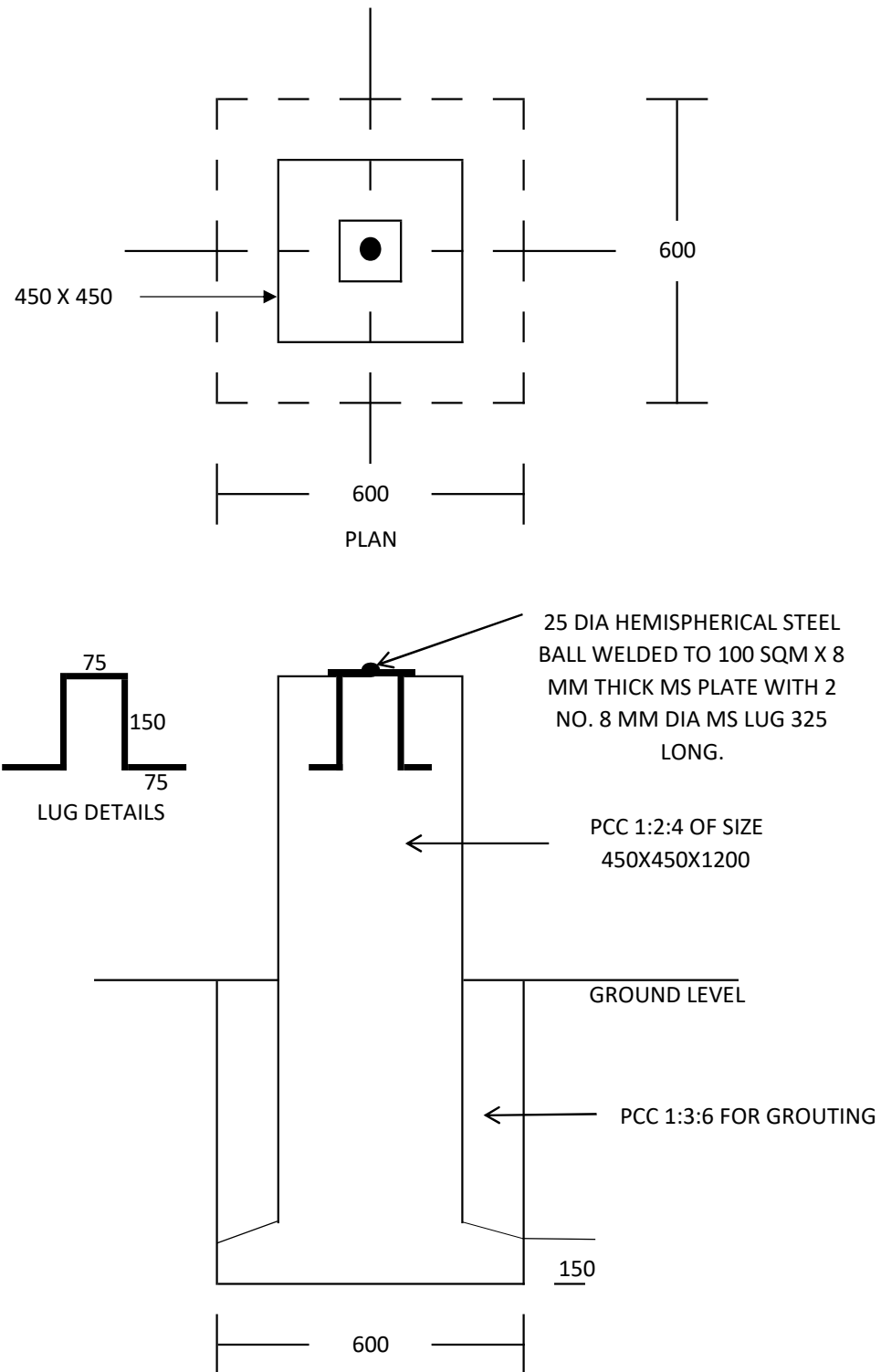


Fig 2: BENCH MARK PILLAR

Notes:

1. All dimensions are in MM
2. Figure not to Scale