

Conquering Newer Horizons

OIL INDIA LIMITED GABON PROJECT

(A GOVERNMENT OF INDIA ENTERPRISE)

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

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

TENDER NO:

OIL/GABON/ENQ-WLL/57/2020

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

TENDER DOCUMENT

FOR

HIRING OF WIRELINE LOGGING & INTERPRETATION SERVICES WITH ALL EQUIPMENT, CONSUMABLES AND MANPOWER FOR 2(TWO) EXPLORATORY VERTICAL WELLS IN SHAKTHI-II EXPLORATION BLOCK, GABON WITH AN OPTION FOR EXTENSION OF THE CONTRACT TO ANOTHER DRILLING LOCATION AT THE SOLE OPTION OF THE COMPANY (OIL) AT THE SAME TERMS AND CONDITIONS AND MUTUALLY AGREED RATES BUT NOT HIGHER THAN THE ORIGINAL RATE(S) OF THE CONTRACT.

Tender Closing Date & Time : 27.01.2020 at 13:30 Hrs(GST)
Tender Opening Date & Time : 27.01.2020 at 14:00 Hrs(GST)

EMD Amount : Not Applicable

Type of Tender : Single Stage Two Bid Limited

Tender Fee : NIL

OIL INDIA LIMITED GABON PROJECT LIBREVILLE GABON

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GABON PROJECT

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

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

FORWARDING LETTER				
TO,				
•••••				

Subject: Hiring of Wireline Logging & Interpretation Services with all Equipment, Consumables and Manpower for 2(two) exploratory vertical wells in Shakthi-II Exploration Block, Gabon with an option for extension of the contract to another drilling location at the sole option of the Company (OIL) at the same terms and conditions and mutually agreed rates but not higher than the original rate(s) of the contract.

TENDER NO: OIL/GABON/ENQ-WLL/57/2020

Dear Sirs/Madam,

- 1.0 A Consortium of M/s. OIL INDIA LIMITED (OIL)& M/s. INDIAN OIL CORPORATION LIMITED (IOCL), both Government of India Company under the administrative control of Ministry of Petroleum and Natural Gas(MoP&NG), Govt. of India, where OIL is the operator, plan to drill two exploratory wells in the on-land exploration Shakthi Block-II(G4-245), located adjacent to continental basement margin within interior sub-basin Gabon, under administrative guidelines of Gabon's Direction Generale des Hydrocarbures [DGH].
- 2.0 Both OIL and IOCL are independent premier National oil companies of India, under the Ministry of Petroleum and Natural Gas (MoP&NG), Government of India. OIL is engaged mainly in the business of Exploration, Production & Transportation of crude oil & natural gas and IOCL is engaged mainly in the business of refining of crude oil, transportation of crude oil and marketing of petroleum product.
- 3.0 In connection with its proposed exploratory drilling program in Gabon, OIL has floated the above limited tender shortlisted through Expression of Interest (EOI) who qualified the pre-qualifying criteria. OIL now invites International Competitive Bids (ICB-Limited) from the short listed competent & experienced parties/contractors for "Hiring of Wireline Logging & Interpretation Services with all Equipment, Consumables and Manpower for 2(two) exploratory vertical wells in Shakthi-II Exploration Block, Gabon with an option for extension of the contract to another drilling

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location at the sole option of the Company (OIL) at the same terms and conditions and mutually agreed rates but not higher than the original rate(s) of the contract. The distance between the two locations is approximately 25 Km by road. This block has rivers, lakes, marshy land, national parks and undulating surface. A national highway N-1 is passing through this block is a life line for this area as most of villages, small town fall along this route. This block is covered by forest with thick vegetation and flora and fauna. The drilling locations (Loc. C & Loc. LE) to be drilled are approximately 190 km & 175 km away by road from Libreville, Gabon respectively and are approximately 95 km & 80 km respectively by road from Lambarene towards Libreville.

4.0 One complete set of bid document for hiring of above services is being forwarded herewith. You are requested to submit the most competitive bid well before the scheduled bid closing date and time. For your ready reference, few salient points (covered in detail in this bid document) are

highlighted below:

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S1.	Description				
No.					
(i)	Tender No & Date	:	OIL/GABON/ENQ-WLL/57/2020 Dated 05.01.2020		
(ii)	Type of Bid	:	Single Stage Two Bid System (Physical submission of documents)		
(iii)	Bid Closing Date & Time	:	27.01.2020 at 13:30 Hrs (Gabon Standard Time)		
(iv)	Technical Bid Opening Date & Time	:	27.01.2020 at 14:00 Hrs (Gabon Standard Time)		
(v)	Price Bid Opening Date & Time	:	Will be intimated only to the techno commercially eligible/qualified Bidders nearer the time.		
(vi)	Bid Submission Place	:	Office of GM-Gabon Project Oil India Limited, Gabon Project, La Sablière, Immeuble FIDJI, (Près de l'ancienne Cour Constitutionnelle) BP: 23134 Libreville, Gabon Tel: +(241) - 01442992		
(vii)	Bid Opening Place	:	Office of GM-Gabon Project Oil India Limited, Gabon Project, La Sablière, Immeuble FIDJI, (Près de l'ancienne Cour Constitutionnelle), BP: 23134 Libreville, Gabon Tel: +(241) – 01442992		
(viii)	Tender Fee	:	Not Applicable		
(ix)	Bid Security/Earnest Money Deposit (EMD)	:	Not Applicable		
(x)	Bid Validity	:	120 (One Hundred and Twenty) Days from Bid Opening Date		
(xi)	Amount of Performance Security	:	10% of Total contract value		
(xii)	Validity of Performance Security	:	Upto 3(three) months beyond the completion of contract period		

(xiii)	Duration of Contract	•	10(Ten) months from the date of issue of Mobilization Notice till completion of demobilization with an option of extension of the contract to another well at same terms & conditions and mutually agreed rates but not higher than original rates of the contract.
(xiv)	Mobilization Time	:	To be completed within 90(Ninety) days from the date of issue of Mobilization Notice
(xv)	Quantum of Liquidated Damage for Default in Timely Completion	:	Refer clause No. 21.0 of General Conditions of Contract.
(xvi)	Bids to be addressed to	:	General Manager-Gabon Project Oil India Limited, Gabon Project, La Sablière, Immeuble FIDJI, (Près de l'ancienne Cour Constitutionnelle), BP: 23134 Libreville, Gabon, Tel: +(241) – 01442992
(xvii)	Bid Language	:	The Bid documents along with other enclosures should be submitted in English language. However, all bidders are requested to submit a French translated version of bid documents as French is the official language of Gabon.

- 5.0 This Tender has been restricted to following short-listed parties on Limited tender basis.
 - (i) Schlumberger Gabon SA, Gabon
 - (ii) Great Wall Drilling Company, China

The bidders are short-listed by Company through Expression of Interests (EOI). <u>However</u>, <u>other interested Service Providers</u>, who can meet the 'Qualifying criteria' as indicated in the tender, may also, apply for issue of Tender documents. Such application must reach the office of General Manager-Gabon Project, Libreville, Gabon on or before <u>14.01.2020</u> (up to 17:00 Hrs Gabon Standard Time). The application must be complete in all respects and the same should accompany all the requisite documents as indicated in the Bid Evaluation Criteria (BEC) as per Part-2 of the tender, failing which the application will be considered as rejected.

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

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- Late application will not be entertained. Company shall not be responsible for any postal delay/transit loss. Timely delivery of the Application complete with requisite documents shall be the sole responsibility of the Applicant.
- 6.0 Tender Document will be issued physically/e-mail by Company in the name of interested vendor who qualifies the Bid Evaluation Criteria (BEC) in Part-2 of the tender. The interested Vendors who are not short-listed through EOI as mentioned in para 5.0 above, should submit their applications together with relevant documents to establish their credential in terms of Bid Evaluating Criteria(BEC)as per Part-2 of the tender, to the General Manager-Gabon, Gabon Project, OIL INDIA LIMITED, La Sablière, Immeuble FIDJI, (Près de l'ancienne Cour Constitutionnelle), BP:23134 Libreville, Gabon showing full address (clearly indicating their e-mail ID), between O6th January'2020 and 15th January'2020 during office hours only. On receipt of application & requisite documentary evidences as above, if found acceptable will be allowed to participate in the tender through physical submission of bids along with the other vendors/bidders short-listed earlier.
- 7.0 OIL may at its discretion if considered necessary, may extend the deadline for the submission of bids.
- 8.0 **Language of Bid**: Language of Offer/bidding documents should be in **English**. However, bidders are requested to submit a translated version of Bid documents to **French** Language for our submission to DGH-Gabon. In case of discrepancies between the two languages; English language shall prevail over the other language.
- 9.0 Bidders are requested to visit the area of operation prior to bidding to make themselves fully aware of and understand the topography, existing site conditions, approaches available, job involvement and logistics including environmental issues etc.
- 10.0 All local taxes, levies and duties, Sales Tax, VAT, Octroi, etc. including withholding tax, if applicable and all other taxes applicable in Gabon on purchases and sales made by Contractor shall be borne by the Contractor including the cost of insurance policy for men, machine and equipment to be engaged during the contract period except the CSS and TVA, which will be borne by company, if applicable. However, OIL is exempted from paying TVA during exploration phase and will provide TVA exemption certificate against each invoice. Bidders are requested to keep themselves updated as per laws of Gabon.
- 11.0 **Furnishing Fraudulent Information/Documents**: If it is found that a Bidder has furnished fraudulent document/information, the Bid Security/Performance Security (wherever applicable) shall be forfeited and the party will be debarred for a period of 3(three) years from date of detection of such fraudulent act, besides the legal action. In case of major and serious fraud, period of debarment may be enhanced.

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- 12.0 **Administrative Documents**: The following Administrative documents are required for companies registered in Gabon as per PSC(G4-245):
 - (a) Copy of valid Municipality trade license (Fiche Circuit),
 - (b) Attestation CNSS (CNSS certificate),
 - (c) Attestation D'imposition (Taxation certificate),
 - (d) Attestation de Non Faillite (Certificate of non bankruptcy),
 - (e) Banque attestant de la capacite financiere (bank certifying the financial capacity) of the company

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

- 13.0 Oil India Limited (OIL), Gabon Project has decided to hire all the required services for drilling of 2(two) wells with a provision of extension to 1(One) more well in Shakthi Block-II (G4-245) through the following 7(Seven) category of services:
 - (i) Charter Hire of Rig Service, Consumables and related services;
 - (ii) Project Management Consultancy service during execution of operations & close out only;
 - (iii) Cementing and Liner Hanger Services including supply of all equipment, manpower, materials & consumables;
 - (iv) Mud Engineering service with supply of mud chemicals;
 - (v) Mud Logging Unit(MLU)&service;
 - (vi) Wire line Logging service& Interpretation;
 - (vii) Testing Service.

This tender document covers the item Sl. No. 13.0 (vi) above, for "Wireline Logging Service& Interpretation".

- 14.0 Bidders shall take note of the following important points while participating in OIL's tender:
 - i) **BACKING OUT BY BIDDER:** In case any bidder withdraws their bid within the bid validity period, such party will be put on Holiday as per the Banning Policy (available in OIL's website) of Company.
 - ii) **BACKING OUT BY L-1 BIDDER AFTER ISSUE OF LOA:** In case LOA issued is not accepted by the L1 bidder or the Performance Security is not submitted as per the terms of the contract within the time specified in the Bid Document, then such bidder shall be dealt as per the Banning Policy (available in OIL's website) of Company.
 - iii) **FURNISHING FRAUDULENT INFORMATION/DOCUMENT**: The information and documents furnished by the bidder/ contractor in respect of the subject tender/contract are accepted to be true and genuine. However, if it is detected during technical scrutiny or after award of the contract or after expiry of the contract, that the bidder had submitted any fake/fraudulent document or furnished false statement,

the offer/contract shall be rejected/ cancelled, as the case may be and the bidder (if fake document/false statement pertains to such bidder) shall be dealt as per the Banning Policy (available in OIL's website) of Company.

- iv) **ERRING / DEFAULTING AGENCIES:** Erring and defaulting agencies like bidder, contractor, supplier, vendor, service provider will be dealt as per OIL's Banning Policy dated 6th January, 2017 available in OIL's website: www.oil-india.com.
- v) Bid should be submitted in **physical documents form** in OIL's BID submission place as shown above within the scheduled Bid Closing date & Time as mentioned and Bids will be opened on the same day at 2.00 PM (Gabon Local Time) at the office of the General Manager-Gabon Project, Libreville (Gabon) as mentioned above, in presence of the authorized representatives of the bidders, if choose to attend.
- 15.0 To ascertain the substantial responsiveness of the bid, OIL reserves the right to ask the bidder for clarification in respect of clauses covered under Bid Evaluating Criteria (BEC) also and such clarifications fulfilling the BEC/BRC clauses in toto must be received on or before the deadline given by the company, failing which the offer will be summarily rejected.
- 16.0 Bids submitted after the Bid Closing Date and Time will be rejected straightway.

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

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

PART-1 INSTRUCTION TO BIDDERS (ITB)

1.0 **ELIGIBILITY OF BIDDER:**

- 1.1 Bidder shall bear all costs associated with the preparation and submission of bid. Oil India Limited, hereinafter referred to as Company, will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.
- 1.2 The eligibility criteria of the bidder are listed under **BID EVALUATION CRITERIA (BEC)**, **PART-2** of the Bid document.
- **2.0 BID DOCUMENTS:** The services required, bidding procedures and contract terms are prescribed in the Bid Document. This bidding document includes the following:
 - (1) A forwarding letter highlighting the following points:
 - (a) Company's Tender/IFB No. & Type
 - (b) Bid closing/opening date and Time
 - (c) Bid submission/opening place
 - (d) The amount of performance security/guarantee with validity
 - (e) Bid validity, Mobilization Time & Duration of contract
 - (f) Quantum of Liquidated Damage for default in timely mobilization
 - (2) Instruction to Bidders, (Part-1)
 - (3) Bid Evaluation Criteria (BEC), (Part-2)
 - (4) General Conditions of Contract, (Part-3, Section-I)
 - (5) Terms of Reference/Technical specification, (Part-3, Section-II)
 - (6) Special Terms & Conditions of the contract, (Part-3, Section-III)
 - (7) Schedule of Rates, (Part-3, Section-IV)
 - (8) General HSE points (Section-V)
 - (9) Biodata of key personnel (Annexure-I)
 - (10) Bidder's Experience Statement (Annexure-II)
 - (11) Annual Turnover & Net worth of Bidder, (Annexure-III)
 - (12) Undertaking for balance sheet/financial Statement (Annexure-IV)
 - (13) Undertaking of Authenticity of Information, (Annexure-V)
 - (14) Undertaking for Mobilization(Annexure-VI)
 - (15) Undertaking for key personnel with experience(Annexure-VII)
 - (16) BEC/BRC Compliance Matrix (Annexure-VIII)
 - (17) List of Items to be imported with estimated CIF value, (Proforma-A)
 - (18) Price Schedule Format (Schedule of Rates), (Proforma-B)
 - (19) Bid Form, (Proforma-C)
 - (20) Statement of Non Compliance, (Proforma-D)
 - (21) Certificate of awareness of the operational area, (Proforma-E)
 - (22) Letter of Authority (Proforma-F)
 - (23) Authorization for attending Bid Opening, (Proforma-G)
 - (24) Performance Security/Guarantee Form, (Proforma-H)
 - (25) Agreement/Contract Form (Proforma-I).
 - (26) Parent/Holding Company's Corporate Guarantee toward financial standing (Proforma-J)
 - (27) Format of agreement for 100% subsidiary company (Proforma-K)

- (28) Parent Company/Subsidiary company Guarantee (Proforma-L)
- (29) Safety Measures (Proforma-M)
- (30) Check List
- 2.1 The bidder is expected to examine all instructions, forms, terms and specifications in the Bidding Documents. Failure to furnish all information required in the Bidding Documents or submission of a bid not substantially responsive to the Bidding Documents in every respect will be at the Bidder's risk & responsibility and may result in the rejection of its bid.

3.0 TRANSFERABILITY OF BID DOCUMENTS:

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

4.0 AMENDMENT OF BID DOCUMENTS:

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

5.0 PREPARATION OF BID:

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

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- 5.2 **BIDDER'S NAME & ADDRESS**: Bidders should indicate in their bids their detailed postal address including the Telephone /Cell Phone Nos. and E-mail address. Similar information should also be provided in respect of their authorized Agents in Gabon, if any.
- **DOCUMENTS COMPRISING THE BID:** Bids are invited under **Single Stage Two Bid System**. The bid to be submitted by the Bidder in physical hardcopy form shall comprise of the following components:

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

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

Note: Please note that, price should not be mentioned in the "Technical Bid"

- **(B) PRICED BID/ COMMERCIAL BID:** Bidder shall quote their prices in the following Proforma:
 - (i) Price-Bid* Format as per **Proforma-B**
 - (ii) Bid Form as per **Proforma-C**
 - (iii) **Proforma-A** showing the list of items to be imported with CIF value

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

7.0 BID FORM: The bidder shall complete the Bid Form and the appropriate Price Schedule furnished in their Bid.

8.0 BID PRICE:

- 8.1 Prices must be quoted by the bidders as per the Price Bid Format (**Proforma-B**). Unit prices must be quoted by the bidders both in words and in figures. In case of any discrepancy between the words and figures, the prices indicated in words only will be considered.
- 8.2 Price quoted by the successful bidder must remain firm during its performance of the Contract and is not subject to variation on any account.
- 8.3 All duties and taxes including Corporate Income Tax, Withholding Tax, Personal Tax and other levies payable by the successful bidder under the Contract for which this Bidding Document is being issued, shall be included in the rates, prices and total Bid Price submitted by the bidder, and the evaluation and comparison of bids shall be made accordingly.

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Bidders are required to check this aspect and applicability to same to them while submitting their offers.

- 8.4 "Contribution Sociale de Solidarité" (**CSS**): The quoted rates/prices should be exclusive of "Contribution Sociale de Solidarité" (CSS), which, if applicable shall be paid extra by company against each invoice.
- 8.5 "Taxe sur la Valeur Ajoutee" (**TVA**): The quoted rates/prices should also be exclusive of Taxe sur la Valeur Ajoutee(TVA). Company is exempted from payment of TVA during exploration phase. Company will provide TVA exemption certificate against each invoice.
- expenditures in the performance of the Contract in more than one currency, and wishing to be paid accordingly, shall so indicate in the bid. In such a case, the bid shall be expressed in different currencies and the respective amounts in each currency shall together make up the total price. However, currency once quoted will not be allowed to be changed.

10.0 <u>DOCUMENTS</u> <u>ESTABLISHING</u> <u>BIDDER'S</u> <u>ELIGIBILITY</u> <u>AND</u> <u>QUALIFICATIONS:</u>

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

11.0 BID SECURITY/EMD:

Bid Security is not applicable for this tender.

12.0 PERIOD OF VALIDITY OF BIDS:

- (i) The Bid must be valid for **120** (One Hundred and Twenty) **days** from the date of opening of the tender. **Bids of shorter validity will be rejected as being non-responsive.** If nothing is mentioned by the bidder in their bid about the bid validity, it will be presumed that the bid is valid for **120 days** from Bid Closing Date.
- (ii) In exceptional circumstances of extension of Bid Opening Date, the Company may solicit the Bidder's consent to an extension of the period of bid validity. The request and the response thereto shall be made in writing through Letter or e-mail. A Bidder granting the request will neither be required nor permitted to modify their Bid.

13.0 FORMAT AND SIGNING OF BID:

- (i) The Bidder shall prepare three (3) copies of the bid clearly marking original "**ORIGINAL BID**" and rest "**COPY OF BID**". In the event of any discrepancy between them, the original shall govern.
- (ii) The original and all copies of the bid shall be typed or written in indelible inks and shall be signed by the Bidder or a person or persons duly authorized to bind the Bidder to the contract. The letter of

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- authorizations (**Proforma-F**) shall be indicated by written power of attorney accompanying the bid. All pages of the bid, except for unamended printed literature, shall be initialled by the person or persons signing the bid.
- (iii) The bid should contain no interlineations, white fluid erasures or overwriting except as necessary to correct errors made by the Bidder, in which case such correction shall be initialled by the person or persons signing the bid.
- (iv) Any person signing the Bid or any other document in respect of this Bidding Document or other relevant documents on behalf of the Bidder without disclosing his authority to do so shall be deemed to have the authority to bind the Bidder. If it is discovered at any time that the person so signing has no authority to do so, the Company (OIL) may, without prejudice to any other right or remedy, cancel his Bid or Contract and hold the Bidder liable to the Company (OIL) for all costs and damages arising from the cancellation of the Bid or Contract including any loss which the Company (OIL) may sustain on account thereof.
- (v) Any Bid, which is incomplete, ambiguous, or not in compliance with the Bidding process will be rejected.

14.0 SUBMISSION OF BIDS:

- 14.1 Bids are to be submitted in physical form in triplicate under Single Stage Two Bid System i.e. **Technical(Un-priced)** Bid having all the technical details along with commercial terms but without any price and the **Price** Bid having only the price schedule duly filled in along with commercial terms separately in sealed envelopes within the Bid Closing Date & Time stipulated in the tender. The offer/Bid is to be submitted in **physical form** of documents in triplicate (One Original + two set of copies) along with all the required credentials. **No e-mail offer will be accepted.**
- 14.2 All the conditions of the contract to be made with the successful bidder are given in various Sections of the Bid Document. Bidders are requested to state their noncompliance to each clause as per **Proforma-D** of the bid document and the same should be submitted along with the Technical Bid.
- 14.3 Timely delivery of the bid documents in physical form as stated in Para 14.1 above is the responsibility of the bidder. Bidders should send the same through Registered Post or by Courier Services or by hand delivery to the Officer in Charge of the particular tender before the Bid Closing Date and Time. Company shall not be responsible for any postal delay/transit loss.

Note: BIDS SHALL BE REJECTED OUTRIGHT, IF THE TECHNICAL (UN-PRICED) BIDS CONTAINS PRICE.

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15.0 GABONESE AGENT/REPRESENTATIVE/RETAINER/ASSOCIATE:

- 15.1 Foreign bidders shall clearly indicate in their bids whether they have an Agent/Representative/Retainer/Associate in Gabon. In the event the overseas bidder is having an Agent/Representative/Retainer/Associate in Gabon, the bidder should furnish the name and address of their Agent/Representative/Retainer/Associate in Gabon and clearly indicate nature and extent of services to be provided by such an Agent/Representative/Retainer/Associate in Gabon and also stating in their bids whether the Agent/Representative/Retainer/Associate is authorized to receive any commission. The rate of the commission included in the quoted rates of bidder should be indicated which would be payable to Agent/Representative/Retainer/Associate in non-convertible Gabonese currency (FCFA). Unless otherwise specified, it will be assumed that agency commission is not involved in the particular bid.
- 15.2 Further, overseas bidders shall submit their bids directly and not through their Agent/Representative/Retainer/Associate in Gabon. Bid submitted by Gabonese Agent/Representative/Retainer/Associate on behalf of their foreign principals will not be considered and will be rejected straightway. Moreover, one Gabonese Agent/Representative/Retainer/ Associate cannot represent more than one foreign bidder against the tender.
- 15.3 The Gabonese Agent/Representative/Retainer/Associate will not be permitted to submit any Bid Security and Performance Security on behalf of their foreign principals and also the Gabonese Agent/Representative/Retainer/Associate will not be allowed to execute the contract and receive payment against bid submitted by their foreign principals. Such bids shall be rejected straightway.

16.0 SEALING AND MARKING OF BIDS:

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

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

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- 16.1 The Bidder shall seal the original and each copy of the bid duly marking as "ORIGINAL" and "COPY". 16.2 The cover containing the "Techno-Commercial-Unpriced Bid"-Part-I (Original + 2 copies) should be in one sealed cover bearing the following on the right hand top corner. (i) Envelope No.1: Technical-Unpriced Bid (ii) Tender No.______. (iii) Bid closing date ______. (iv) Bidder's name _____ 16.3 The cover containing the "Priced Bid"-Part-II (Original + 2 copies) should be in a separate sealed cover bearing the following on the right hand top corner. Envelope No.2: Priced Bid (ii) Tender No. __ (iii) Bid closing date ______. (iv) Bidder's name _____. 16.4 The above mentioned two separate covers containing "Techno-Commercial-Unpriced Bid"-Part-I and the "Price Bid"-Part-II should then be put together in another envelope bearing the following details on the top and the envelope should be addressed to the person(s) as mentioned in the "Forwarding Letter". (i) Tender No. Bid closing date_____. (ii) Bidder's name_____. (iii) 16.5 The offer should contain complete specifications, details of services and equipment/accessories offered together with other relevant literature/ catalogues of the equipment offered. The Price Schedule should not be put in the envelope containing the Technical Bid. 16.6 All the conditions of the contract to be made with the successful bidder are given in various Sections of this document. Bidders are requested to state their compliance/ non-compliance to each clause as per Proforma-D. This should be enclosed with the technical bid. 16.7 Timely delivery of the bids is the responsibility of the Bidder. Bidders should send their bids as far as possible by Courier Services or Registered Post or
- 16.8 Bids received in any other form (e-mail, fax etc.) shall not be accepted except mentioned in **clause No. 14.0**, above.

responsible for any postal delay/transit loss.

safe hand mode. Bids may also be handed over to the Officer in Charge of receiving the bids before the bid closing date and time. Company shall not be

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

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

19.0 MODIFICATION AND WITHDRAWAL OF BIDS:

- 19.1 The Bidder after submission of bid may modify or withdraw its bid by written notice prior to bid closing date and time.
- 19.2 The Bidder's modification or withdrawal notice shall be prepared sealed, marked and dispatched in accordance with the provisions of **para 16.0**, above. A withdrawal notice may also be sent by e-mail but followed by a signed confirmation copy, postmarked no later than the deadline for submission of bids.
- 19.3 No bid can be modified subsequent to the deadline for submission of bids.
- 19.4 No bid may be withdrawn in the interval between the deadline for submission of bids and the expiry of the period of bid validity specified by the Bidder on the Bid Form.

20.0 EXTENSION OF BID SUBMISSION DATE:

20.1 Normally no request for extension of Bid Closing Date & Time will be entertained. However, OIL at its discretion, may extend the Bid Closing Date and/or Time due to any reasons. In case of receipt of only one Bid on the Bid Closing Date and Time, OIL may extend the Bid Closing /Opening Date by 2(two) weeks. However, the bidder whose bid has been received within the bid closing date and time will not be allowed to revise their Bid/prices.

21.0 BID OPENING AND EVALUATION:

- Company will open the Technical Bids (in case of Single Stage Two Bid System), including submission made pursuant to para 16.0, in presence of Bidder's representatives who choose to attend at the date, time and place mentioned in the Forwarding Letter. However, an authorization letter (as per **Proforma-G**) from the bidder must be produced by the Bidder's representative at the time of bid opening. Unless this Letter is presented, the representative will not be allowed to attend the bid opening. The Bidder's representatives who are allowed to attend the bid opening shall sign a register evidencing their attendance. Only one representative against each bid will be allowed to attend.
- 21.2 In case of any unscheduled holiday or Bandh/strike on the Bid Opening Date, the Bids will be opened on the next full working day. Accordingly, Bid Closing Date / time will get extended up to the next working day and time.
- 21.3 Bid for which an acceptable notice of withdrawal has been received pursuant to para 19.0 shall not be opened. Company will examine bids to determine whether they are complete, whether documents have been properly signed and whether the bids are generally in order.

- 21.4 At bid opening, Company will announce the Bidder's names, written notifications of bid modifications or withdrawal, if any, and such other details as the Company may consider appropriate.
- 21.5 Company shall prepare, for its own records, minutes of bid opening including the information disclosed to those present in accordance with the subpara 21.3.
- 21.6 Normally no clarifications shall be sought from the Bidders. However, for assisting in the evaluation of the bids especially on the issues where the Bidder confirms compliance in the evaluation and contradiction exists on the same issues due to lack of required supporting documents in the Bid (i.e. document is deficient or missing), or due to some statement at other place of the Bid (i.e. reconfirmation of confirmation) or vice versa, clarifications may be sought by OIL. In all the above situations, the Bidder will not be allowed to change the basic structure of the Bid already submitted by them and no change in the price or substance of the Bid shall be sought, offered or permitted.
- 21.7 Prior to the detailed evaluation, Company will determine the substantial responsiveness of each bid to the requirement of the Bidding Documents. For purpose of these paragraphs, a substantially responsive bid is one, which conforms to all the terms and conditions of the Bidding Document without material deviations or reservation. A material deviation or reservation is one which affects in any way substantial way the scope, quality, or performance of work, or which limits in any substantial way, inconsistent way with the bidding documents, the Company's right or the bidder's obligations under the contract, and the rectification of which deviation or reservation would affect unfairly the competitive position of other bidders presenting substantial responsive bids. The Company's determination of bid's responsiveness is to be based on the contents of the Bid itself without recourse to extrinsic evidence.
- 21.8 A Bid determined as not substantially responsive will be rejected by the Company and may not subsequently be made responsive by the Bidder by correction of the non-conformity.
- 21.9 The Company may waive minor informality or non-conformity or irregularity in a bid, which does not constitute a material deviation, provided such waiver, does not prejudice or affect the relative ranking of any Bidder.

22.0 OPENING OF PRICE BIDS:

22.1 Company will open the Priced Bids of the techno-commercially qualified Bidders on a specific date in presence of representatives of the qualified bidders. The techno-commercially qualified Bidders will be intimated about the Priced Bid Opening Date & Time in advance. In case of any unscheduled holiday or Bandh/strike on the Priced Bid Opening Date, the Bids will be opened on the next working day.

- 22.2 The Priced bids of the unsuccessful bidders which remain unopened with OIL may be returned to the concerned bidders on request only after receipt of Performance Security from the successful bidders after issue of Letter of Award (LOA) by OIL
- 22.3 The Company will examine the Price quoted by Bidders to determine whether they are complete, any computational errors have been made, the documents have been properly signed, and the bids are generally in order.
- 22.4 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price (that is obtained by multiplying the unit price and quantity) the unit price shall prevail and the total price shall be corrected accordingly. If any Bidder does not accept the correction of the errors, their bid will be rejected. If there is a discrepancy between words, and figures, the amount in words will prevail. If any Bidder does not accept the correction of the errors, their Bid will be rejected.

23.0 CONVERSION TO SINGLE CURRENCY:

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

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

25.0 DISCOUNT/REBATES:

- 25.1 Unconditional discounts/rebates, if any, given in the bid will be considered for evaluation.
- 25.2 Post bid or conditional discounts/rebates offered by any bidder shall not be considered for evaluation of bids. However, if the lowest bidder happens to be the final acceptable bidder for award of contract, and if they have offered any discounts/rebates, the contract shall be awarded after taking into account such discounts/rebates.
- **26.0 EXCHANGE RATE RISK**: Since bidders are permitted to quote any currency and receive payments in that currency, company will not be compensating for any exchange rate fluctuations in respective of the services.

27.0 CONTACTING THE COMPANY:

27.1 Except as otherwise provided in para 21.0 above, no Bidder shall contact Company on any matter relating to its bid, from the time of the bid opening to the time the Contract is awarded except as required by Company vide para 21.6.

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

28.0 AWARD OF CONTRACT:

- 28.1 **AWARD CRITERIA:** The Company will award the Contract to the successful Bidder whose bid has been determined to be substantially responsive and has been determined as the **lowest evaluated bid**, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily.
- **29.0 COMPANY'S RIGHT TO ACCEPT OR REJECT ANY BID:** Company reserves the right to accept or reject any or all bids and to annul the bidding process and reject all bids, at any time prior to award of contract, without thereby incurring any liability to the affected bidder, or bidders or any obligation to inform the affected bidder of the grounds for Company's action.

30.0 NOTIFICATION OF AWARD:

- 30.1 Prior to the expiry of the period of bid validity or extended validity, the company will notify the successful Bidder in writing by e-mail or registered letter that its bid has been accepted.
- 30.2 The notification of award will constitute the formation of the Contract.
- **31.0 PERFORMANCE SECURITY**: Successful bidder has to submit Performance Security for an amount 10% of the total evaluated contract value within **15(Fifteen) days** from the date of issue of LOA.
- 31.1 On receipt of notification of award from the Company, the successful Bidder shall furnish to Company the Performance Security for an amount specified in the Forwarding Letter of the tender (and Letter of Award (LOA) issued by Company to Contractor awarding the contract) which must be in the form of Bank Guarantee as per **Proforma-H** or Bank Draft or certified Banker's cheque in favour of Oil India Limited or in any other format acceptable to the Company. The performance security shall be payable to Company as compensation for any loss resulting from Contractor's failure to fulfil its obligations under the Contract. The Performance Security shall be denominated in the currency of the contract. In the event of extension of the contract period, the validity of performance security/Bank Guarantee shall be suitable extended by the Contractor.
- 31.2 Bank Guarantee issued by a Bank, amongst others, must contain the following particulars of such bank:
 - (i) Full address
 - (ii) Branch Code, if any
 - (iii) The authorized signatory full name and designation
 - (iv) Phone Nos., Fax Nos., E-mail address
- 31.3 The Performance Security specified above must be valid for 3(three) months beyond the contract period. The Performance Security will be discharged by Company not later than 30 days following its expiry. In the event of any

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- extension of the Contract period, Bank Guarantee should be extended by Contractor by the period equivalent to the extended period.
- 31.4 The performance security shall be payable to Company as compensation for any loss resulting from Contractor's failure to fulfil its obligations under the Contract.
- 31.5 The Performance Security will not accrue any interest during its period of validity or extended validity.
- 31.6 In the event of failure of the successful Bidder to comply with the requirements of para 31.0 and/or 32.0, it shall constitute sufficient grounds for annulment of the award. In such an event the Company may call for new bid as the case may be and take action with the bidder as deemed fit. In such an eventuality, the party shall be debarred for a period of 2(two) years from the date of default.

32.0 SIGNING OF CONTRACT:

- 32.1 At the same time as the Company notifies the successful Bidder that its Bid has been accepted, the Company will either call the successful bidder for signing of the agreement or send the Contract Form provided in the Bidding Documents, along with the General & Special Conditions of Contract, Technical Specifications, Schedule of rates incorporating all agreements between the parties.
- 32.2 Within 30 days of issue of Letter of Award (LOA), the successful Bidder shall sign and date the contract and return it to the company. Till the contract is signed, the LOA issued to the successful bidder shall remain binding amongst the two parties.
- 32.3 In the event of failure on the part of the successful bidder to sign the contract within the period specified above or any other time period specified by Company, OIL reserves the right to terminate the LOA issued to the successful bidder. The party shall also be debarred for a period of 2(two) years from the date of default.

33.0 FURNISHING FRAUDULENT INFORMATION/DOCUMENTS:

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

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

35.0 LOCAL CONDITIONS:

It is imperative for each Bidder to fully inform themselves of all Gabon as well as local conditions, factors and legislation which may have any effect on the execution of the scope of work covered under the Bid Document. The

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bidders shall be deemed prior to submitting their bids to have satisfied themselves as to the circumstances at the Site, including without limitation, the ground and subsoil, the form and nature of the Site and the climate and hydrological conditions of the Site and obtained for themselves all necessary information as to the risks, contingencies and all other circumstances, which may influence or affect the Contract price and its obligations under the Contract.

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

36.0 SPECIFICATIONS:

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

37.0 MOBILIZATION ADVANCE:

- 37.1 Request for advance payment shall not be normally considered. However, depending on the merit and at the discretion of the Company, advance against mobilisation charge may be given at an interest rate of 1% above the prevailing Bank rate (CC rate) of Gabon preferably through CITI Bank, Gabon or State Bank of India from the date of payment of the advance till recovery/refund.
- 37.2 Advance payment agreed to by the Company shall be paid only against submission of an acceptable bank guarantee whose value should be equivalent to the amount of advance plus the amount of interest covering the period of advance. Bank guarantee shall be valid for 2 months beyond completion of mobilisation and the same may be invoked in the event of Contractor's failure to mobilise as per agreement.
- 37.3 In the event of any extension to the mobilisation period, Contractor shall have to enhance the value of the bank guarantee to cover the interest for the extended period and also to extend the validity of bank guarantee accordingly.

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- **38.0** Bidder(s) should clearly understand all the terms & conditions, criteria, specification etc. of this tender.
- **39.0** OIL INDIA LIMITED reserves the right to (a) accept or reject any/all bids, (b) curtail/enhance the scope of work; submitted by parties or (c) cancel the process at any time, if required without any liability and assigning any reason thereof to the bidders.

END OF PART-1

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

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

- **1.0 TECHNICAL CRITERIA:** The Bidder must meet the following criteria failing which the bid/offer shall be rejected:
- 1.1 **Experience of Bidder/Service provider**: The Bidder shall have the experience of providing at least one(1)Wire Line Logging Service for minimum two(2) numbers of exploratory wells including deployment of requisite manpower, equipment to any E&P Company or its service providers for drilling wells in previous 07 (seven) years to be reckoned from original bid closing date OR Submit documentary evidence of carrying out jobs/works listed as logging programme (As per Table-6 of Part-3, Section-III of SOW/Technical Reference) in minimum 2(Two) wells having minimum depth of 3000m.
- 1.2 **Experience of Logging Engineer**: The personnel to be provided for carrying out Wireline logging, perforation and other associated operation must be competent, qualified and trained in specific line of operation. The bidder will be required to provide the logging Engineer(s) with relevant experience of minimum 3(Three) years for carrying out the Wireline Logging, perforation and related services to be reckoned from the original bid closing date.
- 1.3 The Vendor/Contractor/ Service Provider should be in a position to complete mobilization of their resources at site to take up the assignment in the event of a contract within **Ninety (90) days** from the date of issue of Mobilization Notice by Company. Vendor/Contractor/ Service Provider is required to submit a declaration in this regard.
- 1.4 Bids must meet the technical requirements as mentioned in the Scope of Work /Terms of Reference/Technical Specification (Section-II) of the bidding document.

1.5 **Vintage**:

(i) The unit must be a State of the Art (latest version of Full Maxis 500, LOGIQ, ECLIPS or equivalent or higher) capable of running all the tools and services under the Contract. Down-hole tools must be of recent generation. Down hole tools should have down-hole digitization, wherever applicable.

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- (ii) All Tools, Equipment and Unit required for the services should be of latest version and **should not be more than 10 (ten) years old** as on original bid closing date.
- (iii) The Logging Unit offered must be **truck-mounted integrated logging unit**, capable of running all the Services of each category.
- 1.6 A job executed by a Bidder for its own organization/subsidiary will not be considered as experience for the purpose of meeting the Bid Evaluation Criteria (BEC).

2.0 FINANCIAL CRITERIA:

- (i) The bidder shall have **Annual financial turnover** of minimum **US\$ 1 054 000**(US Dollar One Million Fifty Four Thousand) during any of the preceding 03 (three) financial/accounting years reckoned from the original bid closing date.
- (ii) Net worth of bidder must be positive for preceding financial/accounting year.
- (iii) Considering the time required for preparation of Financial Statements, if the last date of preceding financial / accounting year falls within the preceding six months reckoned from the original bid closing date and the Financial Statements of the preceding financial / accounting year are not available with the bidder, then the financial turnover of the previous three financial / accounting years excluding the preceding financial / accounting year will be considered. In such cases, the Net worth of the previous financial / accounting year excluding the preceding financial / accounting year will be considered. However, the bidder has to submit an affidavit/undertaking as per **ANNEXURE-IV** certifying that the balance sheet/Financial Statements for the financial year 20_____ (as the case may be) has actually not been audited so far.

NOTES:

For proof of Annual Turnover & Net worth any one of the following documents must be submitted along with the bid:

(i) A certificate issued by a practicing Chartered/Cost Accountant (with Membership Number and Firm Registration Number), certifying the Annual turnover & Net worth as per format prescribed in **ANNEXURE-III**.

OR

- (ii) Audited Balance Sheet along with Profit & Loss account. In case of foreign bidders, self-attested/digitally signed printed published accounts are also acceptable.
- (iv) In case the audited Balance sheet and Profit Loss Account along with the bid are in currencies other than US\$, the bidder shall have to convert the figures in equivalent US\$ considering the prevailing conversion rate on the date on which the Audited Balance sheet and Profit and Loss

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Account is signed. A CA/CPA Certificate is to be submitted by the bidder regarding converted figures in equivalent US\$. Else, the Audited Balance Sheet and Profit & Loss Account shall be evaluated by considering the Exchange rate declared by OANDA Exchange Rates in Gabon (on the date on which the Audited Balance Sheet and Profit & Loss Account is signed) for conversion to US\$.

- (v) In case the bidder is a subsidiary company (should be a 100% subsidiary of the parent/ultimate parent/holding company) who does not meet financial criteria by itself and submits bid based on the financial strength of its parent/ultimate parent/holding company, then following documents need to be submitted along with the technical bid:
 - a) Audited Balance Sheet and Profit Loss Account of the parent/ultimate parent/ holding company.
 - b) Corporate Guarantee of parent/ultimate parent/Holding company (as per format enclosed as **PROFORMA-J** by the authorized officials.
 - c) The bidder is a 100% subsidiary company of the parent/ultimate/holding parent company.
 - d) Documents proving that Net worth of the parent/ultimate parent company are positive for the accounting year preceding the bid closing date".

3.0 BIDS FROM CONSORTIUM:

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

- (a) The Leader of the consortium should satisfy the minimum experience requirement as per **Clause No. 1.1 to 1.6**, above. However, at least any one of the consortium members individually shall have to meet the Annual financial turnover criteria mentioned in **Clause No. 2.0** above and the other members of Consortium should meet minimum **US\$ 527000** (US Dollar Five Hundred Twenty Seven Thousand) turnover by each member.
- submitted with a (b) Consortium bids shall be Memorandum Understanding between the consortium members duly executed by the authorized Executives of the consortium members must accompany the bid which should clearly defining the role/scope of work of each partner/member and should clearly define the leader of consortium. Memorandum of Understanding (MOU) must also state that all the members of consortium shall be jointly and severally responsible for discharging all obligations under the Contract. However, the Leader of the Consortium must submit an undertaking along with the technical bid towards unconditional acceptance of full responsibility for executing the 'Scope of Work' of this bid document. In case of award, such MOU shall be kept valid through the entire contract period, including extensions, if any. The following provisions should also be incorporated in the MOU executed by the members of the Consortium:

- (i) Only the Leader of the consortium shall submit the bid document on behalf of the consortium. The other members of the Consortium shall ratify all the acts and decisions of the Leader of Consortium, which are taken in connection with and/or during the evaluation of the tender and execution of the contract.
- (ii) The leader of the consortium on behalf of the consortium shall coordinate with OIL during the period the bid is under evaluation as well as during the execution of works in the event contract is awarded and he shall also be responsible for resolving dispute/misunderstanding/undefined activities, if any, amongst all the consortium members.
- (iii) Any correspondence exchanged with the leader of consortium shall be binding on all the consortium/joint venture members.
- (iv) Payment shall be made by OIL only to the leader of the consortium towards fulfilment of contract obligations.
- (v) In case of Consortium bids, the bid shall be signed by the leader of Consortium. The Power of Attorney from each member authorizing the leader for signing and submission of Bid on behalf of individual member must accompany the Bid offer.
- (vi) Documents/details pertaining to qualification of bidder of document attached with the bidding documents must be furnished by each partner/member of consortium complete in all respects along with the bid clearly bringing up their experience especially in the form of work in their scope.
- (vii) Signing of Contract: In the event of award of contract to the consortium, the contract to be signed by the members of the consortium and the liability of each one of them shall be jointly and severely.
- (viii) Members of the consortium are not allowed to quote separately/independently against this tender. All the bids received in such case will be summarily rejected. Further, all bids from parties with technical support from the same Principal will be rejected.

4.0 Bids from 100% subsidiary:

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

company and the subsidiary company and Corporate Guarantee (as per format enclosed vide **Proforma-L**) from the parent company to OIL for fulfilling the obligation under the contract, along with the technical bid.

5.0 COMMERCIAL CRITERIA:

- (1) Bids shall be submitted under single stage two Bid systems i.e. Technical Bid and Priced Bid separately in two different packets/envelope. The Technical Bid is to be submitted as per Scope of Work & Technical Specification of the tender and Priced Bid as per **PROFORMA-B** is to be in different sealed envelope/packets. Bids shall be rejected outright, if the prices are indicated in the technical bids. Bids not conforming to this two bid system shall be rejected outright.
- (2) **BID Validity**: Bids must be valid for minimum **120** (One Hundred and Twenty) **days** from the date of Technical Bid opening. If bidder does not submit / declare bid validity period, it will be presumed that the bid validity is **120** (One Hundred and Twenty) **days**. Bids with shorter validity (i.e. less than 120 days from the schedule closing date) will be rejected as being non-responsive.

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

- (3) Bidders must quote rates clearly and strictly in accordance with the price schedule outlined in PRICE BID FORMAT as per **PROFORMA-B**, and submit the same separately in a sealed envelope/packet otherwise the Bid will be summarily rejected.
- (4) Bidder shall offer firm prices. Price quoted by the successful bidder must remain firm during the execution of the contract and not subject to variation on any account.
- (5) Bids submitted after the Bid Closing Date and Time will be rejected.
- (6) Bids received through the physical submission in sealed envelope as mentioned in ITB shall only be accepted. Bids received in any other form shall not be accepted.
- (7) Any document(s) wherever called for, and submitted by bidders, shall be legible, contain no interlineations, white fluid erasures or overwriting except as necessary to correct errors made by the Bidder, in which case such correction shall be initialled by the authorized person or persons who has/have signed the Bid.
- (8) Bids shall be typed or written in indelible ink and shall be signed by the bidder or his authorized representative.
- (9) Any Bid containing false statement will be rejected.
- (10) There should not be any indication of price/rates in the Technical Tender No: OIL/GABON/ENQ-WLL/57/2020 Page 27 of 149

Bid. A bid will be straightway rejected if price/rate is given in the Technical Bid.

- (11) Bid documents are non-transferable. Bid can only be submitted in the name of the bidder in whose name the bid documents have been issued. Unsolicited bids will not be considered and will be straightway rejected.
- (12) Bidders shall quote directly and not through their Agent/Representative/Retainer/Associate in Gabon. Bids submitted by Gabonese Agent/Representative/Retainer/Associate on behalf of their foreign principals will not be considered and will be rejected straightway. One Gabonese Agent/Representative/Retainer/Associate cannot represent more than one foreign principal.
- (13) Bidders must accept and comply with the following provisions as given in the tender document in toto. Deviations to such provisions shall make the bid liable for rejection.
 - (i) Firm price
 - (ii) Liquidated Damage and Penalty Clauses
 - (iii) Performance bank guarantee / Security deposit clause
 - (iv) Arbitration / Resolution of Dispute clause
 - (v) Acceptance of Jurisdiction and Applicable law of Gabon
 - (vi) Termination clause
 - (vii) Force Majeure cause
 - (viii) Tax Liabilities clause
 - (ix) Insurance clause
 - (x) Safety Environment & Labour Laws

6.0 DOCUMENTS:

Bidders must furnish documentary evidences in support of fulfilling all the above requirement with their technical bid as under, failing which the bid/offer will be rejected:

- (1) **Rendering Wire line Logging Service experience**: Documents relating to the Logging Unit identified for deployment in the event of contract, along with brief technical specifications of the unit, tools and equipment & data acquisition system etc with relevant photographs (if any) must be furnished to fulfil Clause No. 1.5, (i) to (iii), above.
- (2) **Vintage of the offered Logging Unit**: Necessary certificate from OEM must be furnished to substantiate the age of the unit & tools as per Clause No. 1.5, (i) to (iii), above.

Or,

An undertaking should be submitted by the bidder/service provider that the proposed unit, tools and equipment to be deployed in an event of contract were manufactured within 10 (ten) years from the original bid closing date of the tender along with documentary proof.

(3) Bidder must submit necessary documentary evidences as noted below in support of the experience under the clause No. 1.1, above:

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

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

AND

- (ii) Completion Certificates/Payment certificates/Performance Report/Release of final payment issued by the clients for the above corresponding contracts.
- (iii) Any other documentary evidence that can substantiate their claim towards experience cited above in support of providing Wireline logging services.
- (4) An undertaking to provide qualified and experienced personnel to carry out the jobs as per scope of work along with the technical bid as per **ANNEXURE-VII**. Individual Bio-data/ Resume of the personnel to be furnished along with the bid for proof of carrying out the Wireline logging, perforation and related service as per clause no. 1.2, above.
- (5) An undertaking vide **ANNEXURE-VI** to complete mobilization of resources including manpower at site to take up the assignment in the event of a contract within **90(Ninety)** days from the date of issue of **Mobilization Notice** by the Company.
- (6) **Financial Turnover**: Copy of audited Balance sheets/Profit & Loss Accounts etc. for the last 3(three) accounting years or a certificate issued by a practicing Chartered/Cost Accountant (with Membership Number and Firm Registration Number), certifying the Annual turnover & Net worth as per format prescribed in **ANNEXURE-III**.
- (7) Bidder while submitting the documents in support of their experience vide Clause 1.0, 1.1 to 1.6, above shall also submit details of experience and past performance of Leader of the consortium (in case of Consortium bid) on services/jobs done of similar nature in the past along with the technical bid. Also, details of current work in hand and other contractual commitments of the bidder (indicating areas and clients) are to be submitted along with the technical bid in support of the experience laid down in Clause No. 1.1 to 1.2, above.
- (8) Bidder to provide all copies of Agreement/MOU as supporting documents along with technical bid.

NOTES:

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

7.0 GENERAL CRITERIA:

- (a) To ascertain the substantial responsiveness of the bid the Company reserves the right to ask the bidder for clarification in respect of clauses covered under BEC/BRC also and such clarifications fulfilling the BEC/BRC clauses in toto must be received on or before the deadline given by the company, failing which the offer will be evaluated based on the submission. However, mere submission of such clarification shall not make the offer responsive, unless Company is satisfied with the substantial responsiveness of the offer.
- (b) If any of the clauses in the BEC/BRC contradicts with other clauses of bidding document elsewhere, the clauses in the BEC/BRC shall prevail.
- (c) In case bidder takes exception to any clause of bidding document not covered under BEC/BRC, then the Company has the discretion to load or reject the offer on account of such exception if the bidder does not withdraw / modify the deviation when / as advised by company. The loading so done by the Company will be final and binding on the bidders. No deviation will however be accepted in the clauses covered under BEC/BRC.
- (d) <u>Submission of Forged Documents</u>: Bidders should note that Company (OIL) may verify authenticity of all the documents /certificates / information submitted by the bidder(s) against the tender. In case at any stage of tendering process or Contract execution etc., if it is established that bidder has submitted forged documents / certificates / information towards fulfilment of any of the tender / contract conditions, Company shall immediately reject the bid of such bidder(s) or cancel / terminate the contract besides taking action as per OIL's Banning Policy dated 6th

- January 2017, available in the OIL's website. Accordingly, service provider/vendor to submit the Undertaking of authenticity of information/documents submitted as per **ANNEXURE-V**.
- (e) All certificates and documentary evidences required to be submitted in support of above clauses should be clearly legible and in English language. If any certificate is submitted in a language other than English language, the same should be translated to English by certified translator, in which case, for purposes of interpretation of the bid, the translation shall prevail. Illegible and incomplete certificates or documents will not be considered for evaluation.
- (f) Vendor/Contractor/Service Provider must agree to abide by the law of Gabon for all purposes.
- (g) The originals, of the documents submitted by the bidder, shall have to be produced by the bidder(s) to OIL as and when asked for.
- (h) For evaluation of Bids, the closing rate of exchange declared by OANDA Exchange Rate of Gabon on the day prior to bid opening will be taken into account for conversion.
- (i) Any exception/deviation to the tender must be spelt out by the bidder in their "Technical Bid" only. Any additional information/terms & conditions furnished in sealed Price Bid will not be considered by OIL for evaluation/award of contract. However, OIL INDIA LIMITED expects the bidders to fully accept the terms and conditions of the bid document.

8.0 EVALUATION CRITERIA:

Techno-commercially Qualified Bids conforming to the technical specifications, terms and conditions stipulated in the bidding document and considered to be substantially responsive after subjecting to Bid Evaluation Criteria (BEC) shall be considered for further evaluation as per the Evaluation Criteria given below:

- (a) The bidders must quote their Prices in the manner as called for vide Price Bid Format in **Proforma-B**.
- (b) If there is any discrepancy between the unit price and the total price, the unit price will prevail and the total price shall be corrected. Similarly, if there is any discrepancy between words and figure, the amounts in words shall prevail and will be adopted for evaluation.
- (c) If bidders happen to be two or more in the same position, priority list will be prepared by drawing Lottery/Lots among the bidders within the same position.
- (d) The rates towards Mobilization Charges and De-mobilization Charges will be restricted to the limit indicated against each as under:

- (i) Mobilization charges of Wireline Logging Service Package including manpower, Equipment, consumables etc **shall not exceed 7.5% of the total evaluated contract price** for 2(Two) wells operations. However, mobilization charges if quoted in excess of **7.5%** of the estimated total contract cost, the excess amount shall be paid at the end of the contract. However, the holding amount will not accrue any bank interest.
- (ii) Demobilization Charge of the Wireline Logging Service Package including manpower, Equipment, consumables (left-over) etc **shall not be less than 5% of total contract value**. In case, demobilization charge is less than 5% of the total estimated contract value, then the differential amount shall be deducted from the contractor's bill and shall be paid at the end of contract after completion of de-mobilization and re-export. However, the holding amount will not accrue any bank interest.
- (e) The Wireline Logging Service Package including manpower, Equipment, consumables etc under this tender shall be used in OIL's exploration area in Gabon for which the items imported for the exploration activities are exempted from customs duty. Hence, NIL rates have to consider for Custom Duty. Bidders are requested to go through the rules & regulations, procedures of Customs of Gabon prior to bidding to make them fully aware and understand the Customs Rule.

Note: The equipment/items/materials if imported in to Gabon on reexportable basis for execution of this contract shall have to re-export after completion of the assignment and should complete all required formalities & documentation by the contractor/service provider. The Contractor/service provider should arrange for re-export of all items/equipment/materials within a specified period.

- (f) The quantities shown against each item in the "Price Bid Format (i.e. in **PROFORMA-B**" shall be considered for the purpose of Bid Evaluation. It is, however, to be clearly understood that the assumptions made in respect of the number of days/ parameters for various operations are only for the purpose of evaluation of the bid and the Contractor will be paid on the basis of the actual number of days/parameter, as the case may be.
- (g) To ascertain the inter-se-ranking, the comparison of the responsive bids will be made subject to loading for any deviation. Commercial Bids shall be evaluated taking into account the rates quoted in the PRICE BID FORMAT as per **PROFORMA-B**.

TOTAL EVALUATED COST OF WRELINE LOGGING SERVICE FOR 2(TWO) WELLS FOR COMPARISON WILL BE EVALUATED AS GIVEN BELOW:

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TOTAL EVALUATED CONTRACT COST (for two wells): Z

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

Where,

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

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

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

(iv) **S**: Total Tangible Cost, (TAN)

(v) **T**: Total cost from Operational Day Rate, (OSR)

(vi) **U**: Total cost from Standby Day Rate, (SSR)

(vii) **Z**: Total Estimated Contract Cost for 2(two) wells

NOTES:

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

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

(i) Copy of valid Municipality trade license (Fiche Circuit: Society), Attestation CNSS (CNSS certificate), Attestation D'imposition (Taxation certificate), Attestation de Non Faillite (Certificate of non bankruptcy), Banque attestant de la capacite financiere (bank certifying the financial capacity) of the company, if bidder is a Local Gabonese company.

(ii) Copy of valid legally constituted certificate having company Head-quarter in Gabon with 51% or more share by Gabonese national(s) in the company.

END OF PART-2

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PART-3 SECTION-I GENERAL CONDITIONS OF CONTRACT (GCC)

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

1.0 **DEFINITIONS**:

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

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- (j) "Contract Price" means the sum accepted or the sum calculated in accordance with the rates accepted in tender and / or the contract rates as payable to the contractor for the entire execution and completion of the services/works, including modification / change order issued by the Company;
- (k) "Co-ventures" shall mean any co-ventures with the Company from time to time having an interest in either the PSC and/or a Joint and/or associated agreements for the purposes of exploration and production in Operating Agreement the Operating Area and on whose behalf the Company would be deemed to have entered into this Contract.
- (I) "**Drawings**" shall mean and include all Engineering sketches, general arrangements/ layout drawings, sectional plans, all elevations, photographs, etc. related to the CONTRACT together with modification and revision thereto:
- (m) "Equipment / Materials / Goods" shall mean and include any equipment, machinery, instruments, stores, goods which CONTRACTOR is required to provide to the company for/under the CONTRACT and amendments thereto;
- (n) "Gross Negligence" means any act or failure to act (whether sole, joint or concurrent) by a person or entity which was intended to cause, or which was in reckless disregard of or wanton indifference to, avoidable and harmful consequences such person or entity knew, or should have known, would result from such act or failure to act. Notwithstanding the foregoing, Gross negligence shall not include any action taken in good faith for the safeguard of life or property;
- (o) "Wilful Misconduct" shall means intentional disregard of good and prudent standards of performance or proper conduct under the Contract with knowledge that it is likely to result in any injury to any person or persons or loss or damage of property;
- (p) "Inspectors "means any person or outside Agency nominated by Company to inspect equipment, materials and services, if any, in the CONTRACT stage wise as well as final as per the terms of the CONTRACT:
- (q) "Services" means and include all items and things to be supplied / done and all work /Service to be performed by the CONTRACTOR as specified in the Scope of Work under this CONTRACT and shall also include all extra, additional, altered or substituted works/services as required for the purpose of successful execution of the Contract on written communication from company;
- (r) "Site" means the land and other places, on/under/ in or through which the works are to be executed by the Contractor and any other

- land and places provided by the Company for working space or any other purpose as designated hereinafter as forming part of the Site;
- (s) "**Sub-Contract**" means order/ contract placed by the CONTRACTOR for any portion of the CONTRACT or work sublet with necessary written consent of company on third party. Such sub-letting shall not relieve the CONTRACTOR from any obligation, duty or responsibility under the CONTRACT;
- (t) "Work" means each and every activity required for the successful performance of the services described in **Part-3**, **Section-II**, the Terms of Reference;

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

- 2.1 **EFFECTIVE DATE OF CONTRACT:** The contract shall become effective as of the Date Company notifies Contractor in writing that it has been awarded the contract. The date of issue of Company's Letter of Award (LOA) shall be treated as the Effective Date of the contract.
- 2.2 **MOBILISATION TIME:** The mobilisation of logging Unit/equipment, tools, spares, manpower and all other necessary materials including explosives and radioactive materials required for carrying out the logging and other related operationsfor providing Wireline logging service should be completed by the Contractor within **90 (Ninety) days** from the date of issue of Mobilisation notice by OIL. Mobilization shall be deemed to be completed when Contractor's Wireline Logging Unit with all Tools & Equipment (tested & calibrated to its rated specifications) are installed & commissioned at site in readiness to commence Workand Contractor's Personnel are placed at the drilling site to take up the assigned jobs as envisaged under the Contract and duly certified by Company's authorized representative.
- 2.3 **DATE OF COMMENCEMENT OF OPERATION**: The date& time of starting of the **Wireline Logging operation** in the first well after completion of mobilization of Logging Unit with all Tools& Equipment including manpower, consumables etc shall be treated as the date of Commencement of Operation.
- 2.4 **DURATION OF CONTRACT:** The duration of the Contract shall be valid for **7(Seven) months** from the date of commencement of operation, for two drilling locations till completion of demobilization& re-export of entire Wireline Logging Unit, tool/spares/equipment/manpower leftover consumables etc. including all formalities & documentation for re-export. However, Company reserves the option for extension of the contract to another drilling location on same terms & conditions and mutually agreed rates but not higher than the original rate(s) of the Contract. Notwithstanding the date of contractual expiry as above, if drilling operation is in progress in a particular well and validity of contract expires, it will be obligatory on the part of the Contractor to provide the Services as usual till

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- completion/abandonment of that particular well, unless specifically directed otherwise by the Company in writing. In case of extension of the contract to another drilling location, the duration of the contract shall be suitably extended.
- 2.5 **DEMOBILIZATION TIME**: The Contractor shall arrange for demobilization and execute re-export (if applicable) of the entire Wireline Logging Unit (MLU), tool/spares/equipment/manpower leftover consumables etc. from the date of issue of demobilization notice from Company (OIL) and to be completed **within 60 days**.
- **3.0 GENERAL OBLIGATIONS OF CONTRACTOR:** Contractor shall, in accordance with and subject to the terms and conditions of this Contract:
- 3.1 Perform the work described in the Terms of Reference (**Part-3, Section-II**) in most economic and cost effective way.
- 3.2 Except as otherwise provided in the Terms of Reference and the special Conditions of the contract, provide all labour as required to perform the work.
- 3.3 Perform all other obligations, work and services which are required by the terms of this contract or which reasonably can be implied from such terms as being necessary for the successful and timely completion of the work.
- 3.4 Contractor shall be deemed to have satisfied himself before submitting their bid as to the correctness and sufficiency of its bid for the services required and of the rates and prices quoted, which rates and prices shall, except insofar as otherwise provided, cover all its obligations under the contract.
- 3.5 Contractor shall give or provide all necessary supervision during the performance of the services and as long thereafter as company may consider necessary for the proper fulfilling of contractor's obligations under the contract.
- **4.0 GENERAL OBLIGATIONS OF THE COMPANY**: Company shall, in accordance with and subject to the terms and conditions of this contract:
- 4.1 Pay Contractor in accordance with terms and conditions of the contract. The period of time for which each rate shall be applicable shall be computed from and to the nearest quarter of an hour. The rates contained in the Contract shall be based on Contractor's operation being conducted on a seven (7) days week and a twenty-four (24) hours work day. Under the Contract, Contractor will be entitled to the applicable rate defined in Schedule of Rates of the contract.
- 4.2 Allow Contractor and his personnel access, subject to normal security and safety procedures, to all areas as required for orderly performance of the work.

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

5.0 PERSONNEL TO BE DEPLOYED BY THE CONTRACTOR

- 5.1 Contractor warrants that they will provide competent, qualified personnel to perform the Work correctly and efficiently.
- 5.2 The Contractor should ensure that their personnel observe applicable company and statutory safety requirement. Upon Company's written request, Contractor, entirely at their own expense, shall remove immediately, from assignment to the work, any personnel of the Contractor determined by the Company to be unsuitable and shall promptly replace such personnel with personnel acceptable to the Company without affecting Company's work. For engagement of labours, law of Gabon shall be applicable.
- 5.3 The Contractor shall be solely responsible throughout the period of the contract for providing all requirements of their personnel including but not limited to, their transportation to & from field site, en-route/ local boarding, lodging & medical attention etc. Company shall have no responsibility or liability in this regard.
- 5.4 Contractor's key personnel shall be well conversant in English (Read & Write). Personnel with knowledge of French language will be an added advantage.
- 6.0 ASSOCIATION OF COMPANY'S PERSONNEL: Company's Engineer / representative will be associated with the work throughout the operations for overall co-ordination and operational management of the contract. Company's Engineer/representative shall have the authority to order any changes in the scope of work to the extent so authorized and notified by the Company in writing. He shall liaise with the Contractor; monitor the progress so as to ensure the timely completion of the jobs. He shall also have the authority to oversee the execution of jobs by the Contractor and to ensure compliance of provisions of the contract.

7.0 WARRANTY AND REMEDY OF DEFECTS

- 7.1 Contractor warrants that it shall perform the work in a first class, workmanlike, and professional manner and in accordance with the highest degree of quality, efficiency, and with the current state of the art technology/oilfield practices and in conformity with all specifications, standards and drawings set forth or referred to in the Scope of Work/Terms of Reference. They should comply with the instructions and guidance; which Company may give to the Contractor from time to time.
- 7.2 Should Company discover at any time during the tenure of the Contract or till the Unit/equipment/tools are demobilised from site or base camp (if applicable) that the work does not conform to the foregoing warranty, Contractor shall after receipt of notice from Company, promptly perform any and all corrective work required to make the services conform to the Warranty. Such corrective Work shall be performed entirely at Contractor's

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own expenses. If such corrective Work is not performed within a reasonable time, the Company, at its option may have such remedial Work performed by others and charge the cost thereof to Contractor subject to a maximum of the contract value payable for the defective work which needs corrective action which the Contractor must pay promptly. In case Contractor fails to perform remedial work, or pay promptly in respect thereof, the performance security shall be forfeited.

8.0 <u>CONFIDENTIALITY</u>, <u>USE OF CONTRACT DOCUMENTS AND INFORMATION</u>

- 8.1 Contractor shall not, without Company's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing pattern, sample or information furnished by or on behalf of Company in connection therewith, to any person other than a person employed by Contractor in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far, as may be necessary for purposes of such performance with prior permission from Company. However, nothing hereinabove contained shall deprive the Contractor of the right to use or disclose any information:
 - (a) which is possessed by the Contractor, as evidenced by the Contractor's written records, before receipt thereof from the Company which however the Contractor shall immediately inform to Company; or
 - (b) which is required to be disclosed by the Contractor pursuant to an order of a court of competent jurisdiction or other governmental agency having the power to order such disclosure, provided the Contractor uses its best efforts to provide timely notice to Company of such order to permit Company an opportunity to contest such order subject to prior permission from Company.
- 8.2 Contractor shall not, without Company's prior written consent, make use of any document or information except for purposes of performing the contract.
- 8.3 Any document supplied to the Contractor in relation to the contract other than the Contract itself remain the property of Company and shall be returned (in all copies) to Company on completion of Contractor's performance under the Contract if so required by Company. All information obtained Contractor in the conduct of operations by and information/maps provided to the Contractor shall be considered confidential and shall not be divulged by Contractor or its employees to anyone other than the Company's personnel. This obligation of Contractor shall be in force even after the termination of the contract.
- 8.4 However, the above obligation shall not extend to information which:
 - i) is, at the time of disclosure, known to the public which Contractor shall immediately inform Company;
 - ii) is lawfully becomes at a later date known to the public through no fault of Contractor subject to Contractor's undertaking that no information has been divulged by them to the public;

- iii) is lawfully possessed by Contractor before receipt thereof from Company which should be immediately informed to Company;
- iv) is developed by Contractor independently of the information disclosed by Company which should be shared with the Company;
- v) Contractor is required to produce before competent authorities or by court order subject to prior permission from Company;
- 8.5 During this Contract, Company and its employees, agents, other contractors, subcontractors (of any tier) and their employees etc. may be exposed to certain confidential information and data of the Contractor. Such information and data shall held by the Company, its employees, agents, other contractors, subcontractors (of any tier) and their employees in the strictest Confidence and shall not be disclosed to any other party except on a need to know basis.

9.0 TAXES:

- 9.1 Tax levied on Contractor as per the provisions of Laws of Gabon/Financial Rules/Tax rules of Gabon and any other enactment/rules on income derived/ payments received under the contract will be on contractor's account.
- 9.2 Contractor shall be responsible for payment of personal taxes, if any, for all the personnel deployed in Gabon by Contractor.
- 9.3 The Contractor shall furnish to the Company, if and when called upon to do so, relevant statement of accounts or any other information pertaining to work done under the contract for submitting the same to the Tax authorities, on specific request from them in accordance with provisions under the law. Other than the information provided by the Contractor, the Contractor shall not be responsible for any inaccurate information provided by the Company to the Tax authorities and the Company shall indemnify the Contractor for all claims, expenses, costs or losses of any nature arising from such inaccuracy. Contractor shall be responsible for preparing and filing the return of income etc. within the prescribed time limit to the appropriate authority.
- 9.4 Prior to start of operations under the contract, the Contractor shall furnish the Company with the necessary documents, as asked for by the Company and/ or any other information pertaining to the contract, which may be required to be submitted to the Income Tax authorities'/Govt. agency/local authority at the time of obtaining "No Objection Certificate", if required for releasing payments to the Contractor.
- 9.5 Corporate and personal taxes on Contractor shall be the liability of the contractor and the Company shall not assume any responsibility on this account.
- 9.6 All local taxes, levies and duties, Sales Tax, VAT, Octroi, cost, expenses, insurance cost, levies, all obligations etc. including withholding tax, if applicable and all other taxes applicable in Gabon on purchases and sales

made by Contractor shall be borne by the Contractor except the CSS and TVA which will be borne by company, if applicable. However, OIL is exempted from paying TVA during exploration phase and will provide TVA exemption certificate against each invoice. Bidders are requested to keep themselves updated as per laws of Gabon.

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

10.0 INSURANCE

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

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- standards) except when tools/equipment are below Rotary Table or in the well bore or Contractor may self-insure its tools/equipment.
- e) Automobile Public Liability Insurance covering owned, non-owned and hired automobiles used in the performance of the work hereunder, with bodily injury limits and property damage limits as governed by Insurance regulations of the country.
- f) Public Liability Insurance as required under Public Liability Insurance Act 1991, "if applicable".
- 10.3 Any deductible set forth in any of the above insurance shall be borne by Contractor.
- 10.4 Contractor shall furnish to Company, the required certificates of the insurance policies as applicable in Gabon.
- 10.5 Any compensation arising due to accident of the Contractor's personnel or any loss/damage to the equipment, material etc. while carrying out the job, will be payable by the contractor.
- 10.6 If any of the above policies, expire or are cancelled during the term of this contract then the Contractor shall renew/replace the same. Should there be a lapse in any insurance required to be carried by Contractor for any reason whatsoever, loss/damage claims resulting there from shall be to the sole account of Contractor.
- 10.7 Contractor shall require all of his sub-Contractor to provide such of the foregoing insurance coverage as Contractor is obliged to provide under this Contract and inform the Company about the coverage prior to the commencement of agreements with its sub-Contractors.
- 10.8 All insurance taken out by Contractor or their sub-contractor shall be endorsed to provide that the underwriters waive their rights of recourse on the Company and to the extent of the liabilities assumed by Contractor under this Contract.

11.0 CHANGES

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

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reasonable compensation or credit for the change. If Contractor disagrees with compensation or credit set forth in the Change Order, Contractor shall nevertheless perform the work as changed, and the parties will resolve the dispute in accordance with Clause 14 hereunder. Contractor's performance of the work as changed will not prejudice Contractor's request for additional compensation for work performed under the Change Order.

12.0 FORCE MAJEURE

- 12.1 In the event of either party being rendered unable by `Force Majeure' to perform any obligation required to be performed by them under the contract, the relative obligation of the party affected by such `Force Majeure' will stand suspended for the period during which such cause lasts. The word `Force Majeure' as employed herein shall mean acts of God, war, revolt, agitation, strikes, riot, fire, flood, earthquake, sabotage, explosion, civil commotion, road barricade (but not due to interference of employment problem of the Contractor), acts of government of the two parties, which makes performance impossible or impracticable and any other cause, whether of kind herein enumerated or otherwise which are not within the control of the party to the contract and which renders performance of the contract by the said party impossible.
- 12.2 Upon occurrence of such cause and upon its termination, the party alleging that it has been rendered unable as aforesaid thereby, shall notify the other party in writing within Seventy Two (72) hours of the alleged beginning and ending thereof, giving full particulars and satisfactory evidence in support of its claim.
- 12.3 Should 'force majeure' condition as stated above occurs and should the same be notified within 72 (seventy-two) hours after its occurrence, the 'force majeure' rate shall apply for the first 15(Fifteen) days. Party will have the right to terminate the Contract if such 'force majeure' conditions continues beyond 15(Fifteen) days with prior written notice. Should either party decide not to terminate the Contract even under such condition, no payment would apply after expiry of 15(Fifteen) days force majeure period unless otherwise agreed to.
- **13.0 TERMINATION:** This contract shall terminate for the following reasons:
- 13.1 **TERMINATION ON EXPIRY OF THE TERMS (DURATION):** This contract shall be deemed to have been automatically terminated on the expiry of duration of the contract, thereof.
- 13.2 **TERMINATION ON ACCOUNT OF FORCE MAJEURE:** Either party shall have the right to terminate this Contract on account of Force Majeure as set forth in Article 12.0 above.
- 13.3 **TERMINATION ON ACCOUNT OF INSOLVENCY:** In the event that the Contractor or its collaborator at any time during the term of the Contract, becomes insolvent or makes a voluntary assignment of its assets for the benefit of creditors or is adjudged bankrupt, then the Company shall, by a notice in writing have the right to terminate the Contract and all the

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- Contractor's rights and privileges hereunder, shall stand terminated forthwith.
- 13.4 **TERMINATION FOR UNSATISFACTORY PERFORMANCE:** If the Company considers that, the performance of the Contractor is unsatisfactory, or not up to the expected standard, the Company shall notify the Contractor in writing and specify in details the cause of the dissatisfaction. The Company shall have the option to terminate the Contract by giving 15 days' notice in writing to the Contractor, if Contractor fails to comply with the requisitions contained in the said written notice issued by the Company.
- 13.5 **TERMINATION DUE TO CHANGE OF OWNERSHIP & ASSIGNMENT:** In case the Contractor's rights and /or obligations under this Contract and/or the Contractor's rights, title and interest to the equipment/ material, are transferred or assigned without the Company's consent, the Company may at its absolute discretion, terminate this Contract.
- 13.6 If at any time during the term of this Contract, breakdown of Contractor's equipment results in Contractors being unable to perform their obligations hereunder for a Tender period of 15 successive days, Company at its option, may terminate this Contract in its entirely without any further right or obligation on the part of the Company, except for the payment of money then due. No notice shall be served by the Company under the condition stated above.
- 13.7 Notwithstanding any provisions herein to the contrary, the Contract may be terminated at any time by the company on giving 15 (fifteen) days written notice to the Contractor due to any other reason not covered under the above clause from 13.1 to 13.6 and in the event of such termination the Company shall not be liable to pay any cost or damage to the Contractor except for payment of services as per the Contract up to the date of termination including the Demobilization cost, if any.
- 13.8 **CONSEQUENCES OF TERMINATION**: In all cases of termination herein set forth, the relative obligations of the parties to the Contract shall be limited to the period up to the date of termination. Notwithstanding the termination of this Contract, the parties shall continue to be bound by the provisions of this Contract that reasonably require some action or forbearance after such termination
- 13.9 Upon termination of this Contract, Contractor shall return to Company all of Company's items, which are at the time in Contractor's possession.
- 13.10 In the event of termination of contract, Company will issue Notice of termination of the contract with date or event after which the contract will be terminated. The contract shall then stand terminated and the Contractor shall demobilize their personnel &materials. Contractor shall be entitled for payment for services actually rendered in conformity with the contract up to the date of its termination subject to the certification by OIL

14.0 SETTLEMENT OF DISPUTES AND ARBITRATION

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

- (1) The parties undertake to settle amicably, as a matter of priority, any disputes arising out of this contract or relating in particular to its formation, validity, effects, interpretation, execution and resolution or termination.
- (2) The said disputes shall be resolved by arbitration in Libreville and submitted to a panel of three (3) arbitrators, two (2) of whom shall be appointed by each of the parties, the third arbitrator being chosen by the two arbitrators previously appointed.
- (3) Each party undertakes to appoint its arbitrator within fifteen (15) days, following the request for arbitration sent by one of the parties to the other, by registered letter with acknowledgement of receipt or by any proven means.
- (4) In the event of failure by one of the parties to appoint an arbitrator eight days after the formal notice sent to him by registered letter with acknowledgement of receipt, this arbitrator shall be appointed by the President of the Commercial Court of (Libreville), at the request of the most diligent party.
- (5) If the two Arbitrators appointed by the parties fail to agree on the name of the third Arbitrator, he shall be appointed at the request of one or other of the Arbitrators, or of one or other of the parties, by the President of the Commercial Court of Libreville.
- (6) In the event of the death, abstention or incapacity of one of the arbitrators, as in the event of a challenge, his replacement shall be provided under the same conditions as those under which he was appointed.
- (7) The arbitrators shall, within fifteen (15) days of their appointment, constitute themselves as an arbitral tribunal and render their decision within three (3) months of the said date. The arbitral tribunal will sit in (Libreville).
- (8) The Arbitral Tribunal shall not be bound by the ordinary rules of procedure, and shall determine the rules of procedure to be followed before it, ensuring that all documents, notes, memoirs and the adversarial nature of the debate are fully communicated.

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- (9) They decide the dispute submitted to them in accordance with the rules of law.
- (10) The parties agree to waive the right to have the arbitral award set aside. This award, which has the force of res judicata, shall be binding on the parties and shall be immediately enforceable.
- (11) For the communication of their files, the parties elect domicile at their respective addresses.
- (12) The law applicable to this contract is that in force in the Gabonese Republic and the official language of the dispute settlement is (French).
- (13) Each party shall be responsible to make the fees payable of the Arbitrator appointed by it as per their mutual agreement. However, both the parties (Company and Contractor) shall be responsible to make the fees payable of the third Arbitrator appointed or any other Arbitrator and the expenses incurred shall be shared equally by the parties.
- (14) If after commencement of the arbitration proceedings, the parties agree to settle the dispute mutually or refer the dispute to conciliation, the arbitrators shall put the proceedings in abeyance until such period as requested by the parties.

15.0 APPLICABLE LAW

- 15.1 The Contract shall be deemed to be a Contract made under, governed by and construed in accordance with the laws of Gabon for the time being in force and shall be subject to the exclusive jurisdiction of courts situated in Libreville.
- 15.2 The Contractor shall ensure full compliance of various Gabon's Laws and Statutory Regulations in force from time to time and obtain necessary permits/licenses/labour licenses etc. as applicable from appropriate authorities for conducting operations under the Contract.
- 15.3 The Contractor shall not make Company liable to reimburse the Contractor to the statutory increase in the wage rates of the contract labour appointed by the Contractor. Such statutory or any other increase in the wage rates of the contract labour shall be borne by the Contractor.
- 15.4 The Contractor shall not engage labours who are minor or debarred from labour job as per law of Gabon under any circumstances. Persons who are senior citizen or above 63 (sixty-three) years age also shall not be deployed.

16.0 NOTICES

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

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(A) **COMPANY:**

GENERAL MANAGER-GABON,

OIL INDIA LIMITED, GABON PROJECT

La Sablière Immeuble FIDJI

(Pres de l'ancienne Cour Constitutionnelle)

Libreville. B.P. 23134, GABON

Tel. No. :+(241)01442992

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

(B) **CONTRACTOR:**

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

- 16.2 A notice shall be effective when delivered or on the notice's effective date, whichever is later.
- 17.0 SUB-CONTRACTING/ASSIGNMENT: Contractor shall not subcontract, transfer or assign the contract, in full or any part under this contract, to any third party (ies). Except for the main services under this contract, Contractor may sub-contract the petty support services subject to Company's prior approval. However, Contractor shall be fully responsible for complete execution and performance of the services under the Contract.
- **18.0 SUBSEQUENTLY ENACTED LAWS:** Subsequent to the date of bid closing, if there is a change in or enactment of any law or change in application or enforcement or interpretation of existing law by any governmental authority or public body, which results in addition/ reduction in cost to Contractor on account of the operation contemplated under the Contract, the Company/Contractor shall reimburse the Contractor/pay Company for such additional/reduced costs actually incurred/saved by Contractor, subject to the submission of documentary evidence by Contractor/Company.

19.0 MISCELLANEOUS PROVISIONS:

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

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- with such rules and regulation, public bodies and Companies as aforesaid and shall keep Company indemnified against all penalties and liability of every kind for breach of any such Statute, Ordinance or Law, regulation or bye-law.
- 19.3 During the tenure of the Contract, Contractor shall keep the site where the services are being performed reasonably free from all unnecessary obstruction and shall store or dispose of any equipment and surplus materials and clear away and remove from the site any wreckage, rubbish or temporary works no longer required. On the completion of the services, Contractor shall clear away and remove from the site any surplus materials, rubbish or temporary works of every kind and leave the whole of the site clean and in workmanlike condition to the satisfaction of the Company.
- 19.4 Key personnel cannot be changed during the tenure of the Contract except due to sickness/death/resignation of the personnel in which case the replaced person should have equal experience and qualification which will be again subject to approval by the Company.
- **20.0 PERFORMANCE SECURITY:** Successful bidder has to submit Performance Security for an amount **10% of the total evaluated contract value** within **15(Fifteen) days** from the date of issue of LOA.
- 20.1 Contractor is required to furnish Performance Security for an amount specified in the Forwarding Letter (and Letter of Award (LOA) issued by Company to Contractor awarding the contract) with validity of 03(three) months beyond the contract period or for any period specifically mentioned in the Tender. The performance security shall be payable to Company as compensation for any loss resulting from Contractor's failure to fulfil their obligations under the Contract. Contractor may submit Performance Security in the form of Bank Draft / Banker's cheque/Bank's certified cheque/Performance Bank Guarantee (PBG) as per **Proforma-H** or in any other format acceptable to the company. Company will discharge the bank guarantee not later than 30 days following its expiry.

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

21.0 LIQUIDATED DAMAGES FOR DEFAULT IN TIMELY MOBILISATION:

21.1 Time is the essence of this contract. The Contractor must complete the mobilization of entire unit, equipment, machineries, items, consumables, personnel for commencement of operation with uninterrupted service within the written order of the contract. In the event of the Contractor's default in timely mobilization for commencement of operations within the stipulated period, the Contractor shall be liable to pay liquidated damages @ 0.5%(half percent) of total contract value per week or part thereof of delay subject to maximum of 7.5%(seven & half) of the total Contract Price. Liquidated Damages will be reckoned from the expiry date of the scheduled mobilisation period as defined in Clause 2.0 of Part-3, Section-I of GENERAL CONDITIONS OF CONTRACT (GCC).

- 21.2 The Company also reserves the right to cancel the Contract without any compensation whatsoever in case of failure to mobilise and commence operation within the stipulated period.
- 21.3 The parties agree that the sum specified above is not a penalty but a genuine pre-estimate of the loss/damage which will be suffered by OIL on account of delay/breach on the part of the Contractor and the said amount will be payable without proof of actual loss or damage caused by such delay/breach and without any demur and shall not be open for any dispute whatsoever.
- **22.0 CONTRACT PRICE:** The Contract Price must remain firm during performance of the Contract and is not subject to variation on any account.

23.0 LIABILITY:

- 23.1 Except as otherwise expressly provided, neither Company nor its servants, agents, nominees, Contractors, or subcontractors shall have any liability or responsibility whatsoever to whomsoever for loss of or damage to the equipment and/or loss of or damage to the property of the Contractor and/or their Contractors or subcontractors, irrespective of how such loss or damage is caused and even if caused by the negligence of Company and/or its servants, agents, nominees, assignees, Contractors and subcontractors. The Contractor shall protect, defend, indemnify and hold harmless Company from and against such loss or damage and any suit, claim or expense resulting there from.
- 23.2 Neither Company nor its servants, agents, nominees, assignees, Contractors, subcontractors or its Affiliates or Co-ventures shall have any liability or responsibility whatsoever for injury to, illness, or death of any employee of the Contractor and/or of its Contractors or subcontractors irrespective of how such injury, illness or death is caused and even if caused by the negligence of Company and/or its servants, agents, nominees, assignees, Contractors and subcontractors. Contractor shall protect, defend, indemnify and hold harmless Company from and against such liabilities and any suit, claim or expense resulting there from.
- 23.3 The Contractor hereby agrees to waive their right to recourse and further agrees to cause their underwriters to waive their right of subrogation against Company and/or its underwriters, servants, agents, nominees, assignees, Contractors and subcontractors for loss or damage to the equipment of the Contractor and/or its subcontractors when such loss or damage or liabilities arises out of or in connection with the performance of the Contract limited to the Contractor's liabilities agreed to under this Contract.
- 23.4 The Contractor hereby further agrees to waive their right of recourse and agrees to cause their underwriters to waive their right of subrogation against Company and/or its underwriters, servants, agents, nominees, assignees, Contractors and subcontractors for injury to, illness or death of any employee of the Contractor and of its Contractors, subcontractors and/or their employees when such injury, illness or death arises out of or in

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

24.0 INDEMNITY AGREEMENT

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

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

25.0 INDEMNITY APPLICATION

The indemnities given herein above, whether given by Company or Contractor shall be without regard to fault or to the negligence of either party even though said loss, damage, liability, claim, demand, expense, cost or cause of action may be caused, occasioned by or contributed to by the negligence, either sole or concurrent of either party.

- **26.0 LABOUR:** The recruitment of the labour shall be met from the areas of operation and wages will be according to the rates prevalent at the time as per Gabonese Law of the area, if available as per requirement. The facilities to be given to the labourers should conform to the provisions of labour laws as per Gabonese Law.
- **27.0 LIMITATION OF LIABILITY:** Notwithstanding any other provisions herein to the contrary, except only in cases of wilful misconduct and / or criminal acts,
 - (a) Neither the Contractor nor the Company (OIL) shall be liable to the other, whether in Contract, tort, or otherwise, for any consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs.
 - (b) Notwithstanding any other provisions incorporated elsewhere in the contract, the aggregate liability of the Contractor in respect of this contract, whether under Contract, in tort or otherwise, shall not exceed 50% of the Annualized Contract Price, provided however that this limitation shall not apply to the cost of repairing or replacing defective equipment by the Contractor, or to any obligation of the Contractor to indemnify the Company with respect to Intellectual Property Rights.
 - (c) Company shall indemnify and keep indemnified Contractor harmless from and against any and all claims, costs, losses and liabilities in excess of the aggregate liability amount in terms of clause (b) above.

28.0 WAIVERS AND AMENDMENTS:

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

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of such party provided hereunder.

29.0 PAYMENT & INVOICING PROCEDURE

- 29.1 Company shall pay to Contractor, during the term of the Contract, the amount due from time to time calculated according to the rates of payment set and in accordance with other provisions hereof. No other payments shall be due from Company unless specifically provided for in this Contract.
- 29.2 Payments due by Company to Contractor shall be made by cheque or Bank transfer at Contractor's designated Bank. All Bank charges, if any will be to Contractor's account.
- 29.3 Payment of any invoices shall not prejudice the right of Company to question the validity of any charges therein, provided Company within one year after the date of payment shall make and deliver to Contractor written notice of objection to any item or items the validity of which Company questions.
- 29.4 INVOICES: Mobilization charges will be invoiced only upon completion of mobilization. Payment of mobilization charges shall be made within 45 days following the date of receipt of undisputed invoices by Company.
- 29.5 Contractor shall send invoice to company on the day following the end of each month for all daily or monthly charges due to the contractor.
- 29.6 Contractor will submit 02 (Two) sets of all invoices duly super scribed 'Original' and 'copy' as applicable to the company for processing payment. Separate invoices for the charges payable under the contract shall be submitted by the Contractor for different currency.
- 29.7 Contractor to raise invoices on monthly basis in a period of 30 days for the actual job done certified by the company's representative(s).
- 29.8 Payment of monthly invoices, if undisputed, shall be made within 30 days following the date of receipt of invoice by Company.
- 29.9 Company shall within 30 days of receipt of the invoice notify the contractor of any item under dispute, specifying the reasons thereof, in which event, payment of the disputed amount may be withheld until settlement of the dispute, but payment shall be made of any undisputed portion on or before the due date. This will not prejudice the company's right to question the validity of the payment at a later date as envisaged in Clause 29.3 above.
- 29.10 The acceptance by Contractor of part payment on any billing not paid on or before the due date shall not be deemed a waiver of Contractor's rights in respect of any other billing, the payment of which may then or thereafter be due.
- 29.11 Contractor shall maintain complete and correct records of all information on which Contractor's invoices are based up to two (2) years from the date of last invoice. Such records shall be required for making appropriate

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- adjustments or payments by either party in case of subsequent audit query /objection.
- 29.12 Any audit conducted by Company of Contractor's records, as provided herein, shall be limited to Company's verification (i) of the accuracy of all charges made by Contractor to Company and (ii) that Contractor is otherwise in compliance with the terms and conditions of this Agreement.
- 29.13 Payment of Final demobilization charges shall be made if applicable within 45 days on receipt of invoice by Company accompanied by the following documents from the Contractor:
 - a) Audited account up to completion of the Contract, if required.
 - b) Tax audit report for the above period, if required under the Gabonese Tax Laws.
 - c) Documentary evidence regarding the submission of returns and payment to taxes for the expatriate personnel engaged by the Contractor or by its subcontractor.
 - d) Proof of re-export of all items including the unutilized spares and consumables (excepting consumables consumed during the contract period) and also cancellation of re-export bond if any.
 - e) Any other documents as required by applicable Gabonese Laws.
 - In case, no demobilization charges are payable, the documents mentioned above will have to be submitted by the Contractor before release of the final payment by the Company. A certificate from Chartered Accountant on (a), (b) & (c) above will suffice.
- 29.14 Payment to the party within Gabon will be through A/c. Payee Cheques or online transfer in Local currency (FCFA). Payment to the party outside Gabon or the party who quote in other than Gabonese Currency (FCFA), will be made by Bank Transfer or any other mode acceptable to the company in US Dollar/EURO or any other currency (easily convertible) quoted by the party. The Bank charges applicable shall be to contractor account. Contractor to furnish the complete details of the Bank, beneficiary Account No., Swift Code No. of the bank, the country code and any other details of the bank account. Bidder to consider the above, while quoting.
- 29.15 Currency of Payment: The payments due to this agreement shall be made as per the currency adopted in the agreement which are easily convertible currency such as EURO or GBP or US\$ or FCFA (Local currency of Gabon). However, in case of difficulty in payment as per the agreed currency of the agreement, then the same will be converted into any of the other easily convertible currency (EURO or GBP or US\$ or FCFA) and accordingly payment shall be made for the actual work done.
- **30.0 RATE OF PAYMENT:** Company shall make payment to the Contractor as per the agreed rates referred to Price Schedule. These rates include all taxes, duties and other levies payable by Contractor under the Contract.

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31.0 WITH-HOLDING:

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

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

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

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

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

32.0 SET OFF CLAUSE

Any sum of money due and payable to the contractor (including Performance Security refundable to them) under this contract or any other contract may

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be appropriated by Oil India Limited and set off against any claim of Oil India Limited (or such other person or persons contracting through Oil India Limited) for payment of a sum of money arising out of this contract or under any other contract made by the contractor with Oil India Limited (or such other person or person contracting through OIL).

33.0 RECORDS, REPORTS AND INSPECTION

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

34.0 INTELLECTUAL PROPERTY OWNERSHIP

While providing the Services to Company, contractor may utilize expertise, know-how and other intellectual capital (including intellectual Property) and develop additional expertise, know-how and other intellectual capital (including intellectual property) which are contractor's exclusive property and which Contractor may freely utilize in providing Services for its other customers. Except where expressly and specifically indicated in writing, and in exchange for appropriate agreed payment, Contractor does not develop any intellectual property for ownership by Company, Contractor retains sole ownership of any such intellectual capital (including intellectual property) created by Contractor during the course of providing the Services. Contractor grants no title, license or right to Company to use Contractor intellectual capital (including intellectual property).

35.0 INTELLECTUAL PROPERTY INFRINGEMENT

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

36.0 ROYALTY AND PATENTS: Each party shall hold harmless and indemnify the other from and against all claim and proceedings for or on account of any patent rights, design, trade mark or other protected rights arising from any use of materials, equipment, processes, inventions and methods which

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have not been imposed on the attending party by the terms of the contract or the specifications or drawings forming part thereof.

- **37.0 INSPECTION BY OPERATOR**: The Company shall have the right to inspect and reject for any valid cause any items furnished by Contractor and Contractor shall replace or repair at its sole expense such items so rejected with items free of defects, to the satisfaction of the Company.
- **38.0** The Contractor shall assume all responsibility for cleaning up and controlling pollution or contamination which originates from Contractor's equipment and facilities above the surface including all claims, demands and causes of action of every kind and character arising from such pollution or contamination.

39.0 CUSTOMS DUTY:

- (i) The services under this Contract shall be carried out in OIL's exploration areas, for which, the items / equipment / spares / tools / materials to be imported in connection with execution of this particular Contract are exempted from customs duty but are subject to approval of the DGH-Gabon and Custom authority of Gabon. Bidders/Service Providers should go through the rules & regulations, procedures of Customs of Gabon to make them fully aware and understand the Customs Rule for a suitable offer.
- (ii) Bidder/Contractor should provide the list of items to be imported by them under the Contract in the format specified in **Proforma-A** along with their bid for issuance of DGH-Gabon approval for exemption of Custom Duty benefit. Contractor shall made written request to DGH-Gabon immediately through company (OIL) after shipment of the goods indicated by them in Proforma-A along with the invoices and all shipping documents (with clear 15(fifteen) working days notice) requesting for exemption of Custom Duty. OIL will provide necessary documents, if required to avail Custom duty exemption. It shall be however, Contractor's responsibility to obtain recommendation of approval from DGH and clear the goods through customs. OIL shall not be liable in whatsoever manner for the rejection of their claims for zero customs duty by any of the authorities including DGH-Gabon arising solely as a result of any default on the part of the Contractor. Contractor shall indemnify OIL from all liabilities of Customs Duty.
- (iii)It is the single point responsibility of the contractor to clear all the material, equipment, items from custom authority of Gabon, transportation to the well site, storage of all the required consumables including tubular at their own cost.
- (iv) **Re-Export**: The equipment/items/materials to be imported in to Gabon on re-exportable basis for execution of this contract shall have to re-export after completion of the assignment and should complete all required formalities & documentation. The Contractor should submit all the clearances obtained from the respective Custom authorities and other

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agencies for re-export of the entire equipment, tools, items, consumables (Leftover) to the company before releasing the final bill. The Contractor/Service provider should arrange for re-export of all items/equipment/materials within the specified period mentioned in this contract document. If the re-export is not completed within the specified period; then the applicable customs duty, penalty etc. levied by customs authorities for such delay shall be to Contractor's account and same will be deducted by the Company from Contractor's bills and Performance Security. Also, the Contractor will be fully responsible to pay the customs duty with other duties & taxes including Penalty.

END OF SECTION-I

PART-3 SECTION-II

SCOPE OF WORK / TERMS OF REFERENCE / TECHNICAL SPECIFICATION

Brief description of service: "Hiring of Wireline Logging & Interpretation Services with all Equipment, Consumables and Manpower for 2(two) exploratory vertical wells in Shakthi-II Exploration Block, Gabon with an option for extension of the contract to another drilling location at the sole option of the Company (OIL) at the same terms and conditions and mutually agreed rates but not higher than the original rate(s) of the contract.

1.0 INTRODUCTION:

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

2.0 DEFINITION OF WORK:

To provide Wireline Logging & Interpretation with All Equipment and Manpower for Wireline Logging Services with all Equipment, Consumables and Manpower for 2(two) exploratory vertical wells of TD: 2570 m & 1950 m in the on-land exploratory Shakthi Block-II (G4-245), located adjacent to continental basement margin within interior sub-basin Gabon, under administrative guidelines of Gabon's Direction Generale des Hydrocarbures (DGH). Depth of the wells may somewhat increase or decrease at the discretion of the Company within the rated capacity of the Rig. The wells will be vertical with formation pressure to be near hydrostatic. The wells are planned to achieve TD in 8.½" hole and open hole section will be enlarged to 9.5%" by using 9.½"-9.5%" under reamer. Both the wells are planned to be completed by lowering 7" production liner to TD. In the case when due to operational issues the 8.½" hole section cannot be drilled to well TD, a 7" liner will be set as a drilling liner (as deep as practically possible). After this the well will be drilled to TD in 6" hole size. In this case a 4.½" liner would only be run to well TD if oil shows indicate that the well may be tested.

3.0 BRIEF DESCRIPTION OF SHAKTHI BLOCK-II

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

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4.0 BRIEF DESCRIPTION OF THE LOCATIONS:

- ➤ The wells to be drilled viz. Loc C &Loc LE are approximately 190 km & 175 km away by road from Libreville, Gabon and are approximately 95 km & 80 km away by road from Lambarene towards Libreville respectively.
- > The distance between the two locations is approximately 25 Km by road.
- ➤ The nearest major airport to the location is Libreville (about 250 kilometres away); with seaports at Libreville & Port-Gentil and River Port at Lambarene.
- ➤ Drilling is to be started tentatively by May'2020.
- > The wells are located within the Interior Sub-basin and are in forest area.
- The TD of the wells are Loc. C=2570 m & Loc. LE=1950 m.
- ➤ Wells are expected to be normally pressured and the bottom hole temperature is estimated to be 88 Deg C at 2570 metre in Loc. C and 76 Deg C at 1950 metre in Loc. LE.
- ➤ Target formations are the N'Dombo and M'Vone.
- ➤ The Sub-surface pressure at the reservoir is expected to be nearly hydrostatic.
- > Mud loss is not ruled out in the unconsolidated shallower formations

5.0 GENERALIZED STRATIGRAPHY / LITHOLOGY OF SHAKTHI BLOCK:

Table-1: General Stratigraphy/Lithology of Shakthi Block

	Age	Group	Formation	Thickness(m)	Lithology
	Albian		Madiela+Ezanga	100	Sand with carbonate
		Ezanga	iviauleia+Lzaiiga	100	High proportion of soluble salt
					Shale
	Aptian	N'zemeasso	ConiquetSst		Sandstone
	, Apelan			130-150	Cross bedded Sst
		N'Toum	BikeleSst		Alternating shale & cross bedded Sst
Cretaceous			BenguinSh	150-200	Black colour schist/shale
	Berriasian	Remboue	SchisteseSh BifounSh Schistese Bruns	100	Brown colour schist/shale
				83-365	Sandstone & shale
	lla de divisa		ForouePlageSst BikoumeSh	400	
	Hauterivian	Kanga			Bluish Shale
	Valanginian	Kango	BokouSh	400-500	Bluish Shale
	Berriasian		KekeleSst	50-100	Sst transition
Jurassic		N'Dombo	N'DomboSst	125-200	Conglomerate at bottom and cross bedded coarse to medium gr Sst at top
Julassic		M'Vone	M'VoneSh/Sst	100-200	Fluvial Sst (40-100) at bottom covered by violet coloured claystone.
Permian		Agola	Agoula	200-300	Glacial conglomerate bituminous schists carbonate, red claystone and Sst.
Late Precambrian		Noya	Noya	300-2000	Complex sediments, glacial Sst, shale & reddish fluvial-lacustSst
Precambrian				Basement	

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5.1 EXPECTED FORMATION TOPS OF THE LOCATIONS:

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

Ground Level Elevation above Sea level =28.65 m Drill floor elevation above sea level = 37.65 m. Drill Floor Elevation above Ground Level= 9.0 m

Table-2: Formation Tops of Loc. C

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

Note: **Primary Target; *Secondary Target

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

Ground Level Elevation above Sea level = 37.07 m Drill floor elevation above sea level = 46.07 m. Drill Floor Elevation above Ground Level= 9.0 m

Table-3: Formation Tops of Loc. LE

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

Note: **Primary Target; *Secondary Target

5.2 SURFACE CO-ORDINATES OF THE LOCATIONS:

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

Table-4

As Per WGS84 System	
Location Lassa East (LE):	
Latitude	0°14′45.8377″S
Longitude	10°20′31.1269″E
Location C:	
Latitude	0°18′ 28.4862″S
Longitude	10°16′ 01.4692″E
Longituae	
	sed on the Clarke 1880 ellipsoid, spindle 32,
As per UTM projection system bas	sed on the Clarke 1880 ellipsoid, spindle 32, bint of M'PORALOKO with: X = 500,000 meters
As per UTM projection system bas	int of M'PORALOKO with: X = 500,000 meters
As per UTM projection system bas whose origin is the astronomical po	int of M'PORALOKO with: X = 500,000 meters
As per UTM projection system bas whose origin is the astronomical po on the central meridian 9° East, Y =	oint of M'PORALOKO with: X = 500,000 meters 10,000,000 meters Equator.
As per UTM projection system bas whose origin is the astronomical po on the central meridian 9° East, Y = 1 Location Lassa East (LE):	oint of M'PORALOKO with: X = 500,000 meters 10,000,000 meters Equator.
As per UTM projection system bas whose origin is the astronomical po on the central meridian 9° East, Y = 1 Location Lassa East (LE):	oint of M'PORALOKO with: X = 500,000 meters 10,000,000 meters Equator. 649 459.59
As per UTM projection system bas whose origin is the astronomical po on the central meridian 9° East, Y = 1 Location Lassa East (LE):	int of M'PORALOKO with: X = 500,000 meters 10,000,000 meters Equator. 649 459.59 9972 753.65

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

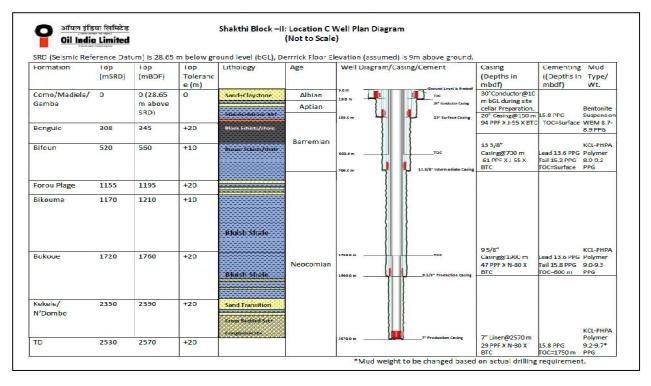


Figure-1: Casing, Cementing & Policy of Loc. C (4 Stage Completion)

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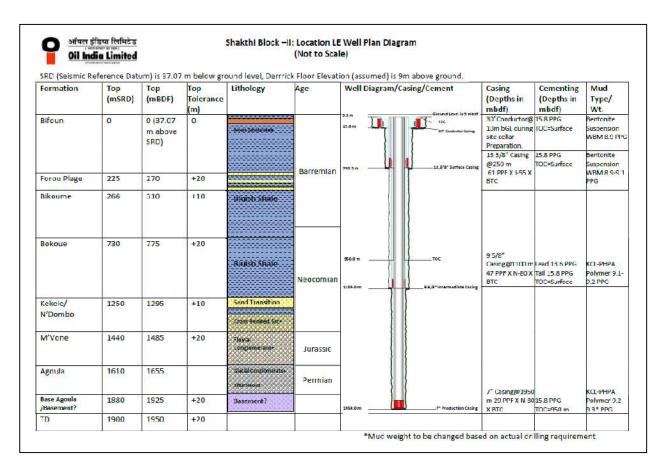


Figure-2: Casing, Cementing & Mud Policy of Loc. LE (3 Stage Completion)

5.4 CASING POLICY:

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

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

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

5.5 **CASING & CEMENTATION POLICY:**

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

Loc. C

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

Loc. LE

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

Note:

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

5.6 TENTATIVE MUD POLICY:

Loc.C:

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

Loc.LE:

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

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

6.0 SCOPE OF WORK - Wireline Logging Services

Oil India Limited is planning to hire Wireline Logging services from reputed wireline logging service companies for carrying out both open hole & cased hole logging, perforation and data processing for the 2 exploratory onshore wells on the Shakthi Block-II in Gabon.

The following details are requested from the bidders:

- Full technical specification of their Wireline equipments.
- Details of how Health, Safety, Environmental and Quality (QHSE) incidents are recorded and tracked by the contractor and an example of recent QHSE statistics.
- Details of past experience.

Equipments are to be delivered to the rig site in Gabon. It is expected that the Drilling Rig Contractor will provide camp accommodation near the rig site for the Contractor's personnel. Contractor's personnel must be in possession of a Gabon Visa, Work Permit and Yellow Fever vaccination and other administrative documents as per law of the country. The Contractor has to arrange these at own cost.

7.0 TECHNICAL REQUIREMENTS

7.1 Logging Requirements

The Bidder is required to provide Wireline Logging service which will include but not be limited to the following services:

- i) Recording of Wireline logs in open hole as well as in cased hole including perforation and other completion jobs, taking sidewall cores and formation pressures and samples in 17.1/2", 12.1/4" and 8.1/2" hole sections. (Contingency 6" hole section)
- ii) Processing and interpretation of special logs for both open hole and cased hole.
- iii) Running free point indicators.
- iv) Running string back off shots.
- v) Wireline Setting 9.5/8" and 7" liner/ casing Bridge Plugs.
- vi) Perforation through tubing (Detail below).
- vii) Back-up Wireline reel. (5000 m minimum).

8.0 LOGGING PROGRAMME:

Table-6

Suite	Hole Size (inch)	Log
	24"	No logs planned
1	17.1/2"	 DLL-MSFL-GR-SP-CAL (GR to surface) SDLT-DSNT-GR-CAL LSS-GR (Long spaced Sonic or equivalent)

2	12.1/4"	 DLL-MSFL-GR-SP-CAL SDLT-DSNT-GR-CAL LSS-GR (Long spaced Sonic or equivalent) Side Wall Coring (Call out basis) Modular Formation Dynamics tester and sampler (Call out basis)
3	9.5/8" casing	CBL-VDL-GR-CCL,USIT/Cast-V or equivalent (Call out basis)
4	8.1/2"	 DLL-MSFL-GR-SP-CAL SDLT-DSNT-GR-CAL Sonic/DSI (Dipole Shear Sonic Imager) NMR (Nuclear Magnetic Resonance) (Call out basis) FMI. (Full bore Formation Micro Imager) (Call out basis) Modular Formation Dynamics tester / sampler. (Call out basis) VSP [call out basis] Side Wall Coring
5	7" Liner	CBL-VDL-GR-CCL,USIT/Cast-V or equivalent [call out basis]
6	6" Contingency	 DLL-MSFL-GR-SP-CAL SDLT-DSNT-GR-CAL Sonic/DSI (Dipole Shear Sonic Imager) NMR (Nuclear Magnetic Resonance) (Call out basis) FMI. (Full bore Formation Micro Imager) (Call out basis) Modular Formation Dynamics tester / sampler. (Call out basis) VSP [call out basis] Side Wall Coring
7	4.1/2" Liner Contingency	CBL-VDL-GR-CCL,USIT/Cast-V or equivalent [call out basis]

9.0 **PERFORATION**:

The anticipated perforating requirements could be as follows:

- Through Tubing Perforating [TTP] guns (2.1/8" Deep penetration gun)
- Guns to be suitable for use in $4 \frac{1}{2}$ " (11.6 lbs/ft) contingency liner (call out basis), 7" liner (29 lbs/ft) and 9.5/8" casing (47 lbs/ft).
- Surface pressure control equipment.
- Adaptors for 9.5/8" and 7" casing bridge plugs

10.0 <u>DATA AND DATA TRANSMISSION</u>:

At the end of a well the Contractor shall furnish the Company with a record of the all Wireline logging. This record will include an evaluation of the operations making reference to the successes or failures of the operation, any restrictions or benefits encountered due to factors out with the control of the Contractor. Merging of data recorded at different depths are to be done for a single database.

Contractor's deliverables:

- i) Submission of log data in USB hard drive/DVD in LIS/DLIS/LAS format.
- ii) Log data is to be presented in 1/200 and 1/500 depth scale on paper (four prints in each scale) & in film (one print) in 1/200 and 1/500 as required by OIL.
- iii) Field print in each scale to be provided after each job at the well site.

11.0 LIST OF REQUIRED EQUIPMENT & SERVICES:

S1 No	Service Code	Service Description	Qty of Equipment / Tools
A. St	(in nos.)		
1	SH-1	Heavy duty, Truck mounted or skid mounted integrated logging unit, double drum/ split drum (fitted with two cables-one 7-conductor and the other mono conductor), fully computerized, standard 5000m logging cable with minimum rated breaking strength of 18,000 lbs for multi-conductor cable capable of carrying out open-hole, cased hole logging and perforation services as mentioned in the Scope of Work upto a depth of around 3500m with imaging Data Acquisitions & Processing capability & facility to measure downhole tension.	1
2	SH-2	Wellhead Control Equipment (BOP) for Standard Logging Cable for its use in CBL under pressurized condition and casing gun perforations -3 K psi.	1
3	SH-3	Pressure Control Equipment for Through Tubing Operations for slim cable-5000 psi minimum	1
4	SH-4	Fishing Equipment for all tools	1 set
B. DOWNHOLE ESSENTIAL SERVICES a) Standard Tools			

S1 No	Service Code	Service Description	Qty of Equipment / Tools
1	OH-1	Dual latero log (deep and medium focused resistivity) services with spontaneous potential (DLL)	1
2	OH-2	Invaded zone resistivity services for Rxo measurement with borehole caliper.	1
3	OH-3	Dual spaced compensated neutron services (DSNT or equivalent).	1
4	OH-4	Formation density and photo-electric absorption cross-section measurement services with borehole and mud cake compensation (SDLT-D or equivalent).	1
5	OH-5	Natural Gamma ray services.	1
6	ОН-6	Gamma ray Spectroscopy Services (NGS/CSNG or equivalent)	1
7	OH-7	Percussion type side wall core sampling services with gamma ray positioning.	1
8	OH-8	Gamma Ray Positioning Services.	1
9	OH-9	Stuck up Detection and Back-off Services.	1
10	OH-10	Downhole Tension Services.	1
11	CH-1	Cement Bond evaluation services including variable density type of logging	1
12	CH-2	a) Bridge plug Setting b) Retainer Packer Setting	1
		c) Junk Basket	1
13	CH-3	Retrievable and semi-expandable Through Tubing (for tubing of 2.7/8" OD and ID of 2.44") Perforation (guns of sizes 2.1/8" with different shot densities) with standard and deep penetration charges.	1
14	CH-4	Casing Collar Locator Services (CCL) for depth determinations	1
15	CH-5	Shooting Gamma Ray Services for: Through Tubing Perforations	1
16	СН-6	Tubing, Drill Pipe, Casing cutting and Drill collar severing/colliding services using: i) Explosive jet cutter ii) Severing tool	1
17	CH-7	Puncture services for 2.7/8" OD tubing to 5 " OD drill pipe	1

S1 No	Service Code	Service Description	Qty of Equipment / Tools				
18	OH-11	Shear Sonic Imager Services (WSTT or equivalent)	1				
b) Ad	b) Additional Tools on call out basis						
1	OH-12	Borehole Seismic services for vertical seismic profiling (VSP) with energy source (Air gun) and surface equipment and accessories as required.	1				
2	OH-13	Tool for high resolution bore hole images (FMI / XRMI or equivalent)	1				
3	OH-14	Dynamic formation testing services (MDT/RDT or equivalent) with Pump out module and Resistivity based Fluid Analyzer.	1				
4	CH-8	Acoustic scanning tool for cement evaluation and pipe inspection (USIT/CAST-V or equivalent).	1				
c) Optional Tools							
1	OH-15	Nuclear Magnetic Resonance Logging Services + GR(MRIL Prime or equivalent).	1				
2	CH-9	Through tubing reservoir monitoring tool	1				
3	CH-10	Through Tubing Cement Dump Bailer for 7" Liner tool	1				
4	CH-11	Through tubing CBL tool	1				
5	CH-12	Cased Hole Formation Resistivity Tool [CHFR] to measure formation resistivity through casing and cement	1				
C. PE	ERSONNE	EL/CREW for rendering the services	1				

OH= Open hole, CH= Cased hole

Note1:

- a) Caliper service is required with OH-2 or OH-4
- b) Company may envisage utilizing the items covered under additional service category (i.e. Sl. No. 1, 2, 3, 4) at a later date when the requirement arises. Accordingly separate one week notice to each item shall be issued by company to contractor for mobilization of respective items/ services.
- c) Optional tools listed (i.e. Sl. No. 1, 2, 3,4,5) may be required and must be available but on a non-exclusive basis and Contractor shall mobilize the required tools and provide the services to Company.

d) Sufficient spare parts should be available on the well site and/or at the Contractor's Base of Operations to enable the efficient performance of the required services.

12.0 WIRELINE LOGGING, PERFORATION, DATA PROCESSING AND INTERPRETATION SERVICES

- **A. Essential Capabilities Required For Logging Units:** The logging unit must have the following general facilities/capabilities:
 - i) Online digital image recording and digital data processing.
 - ii) Submission of data in CD/DVD in LIS/DLIS/LAS format.
 - iii) Log data is to be presented in 1/200 and 1/500 depth scale on paper (four prints in each scale) & in film (one print in 1/200 and 1/500 as required by OIL.
 - iv) Choice of linear and/or logarithmic scales for log display.
 - v) Logging speed, tension and tool current curves must be recorded on all logs.
 - vi) Online display of logs on a video screen for at least 100 feet of log interval and scratch log on paper for depth control.
 - vii) 100% redundancy (Dual logging system) on recording to avoid loss of Rig time
 - viii) Tools and equipment must have minimum temperature rating of 150° C (300° F) and minimum pressure rating of 5,000 psi.
 - ix) The wells are planned to be drilled as vertical wells but however, the facilities for logging of deviated/sidetracked hole may be required like flexi/knuckle joints and hole finders etc.

B. Essential Surface Pressure Control Equipment/Tools

- i. Well head control equipment for standard logging cable 5000 psi (minimum)
- ii. Well head pressure control equipment for through tubing operations (5,000 psi) for slim cable.

C. Other Essential Equipment & Conditions to be fulfilled:

- i) Technical Specifications of the tools and equipment required for the services are mentioned in **Annexure-A**.
- ii) The required calibration equipment and verifiers for calibrating all the tools/ equipment mobilized against the Contract must be made available at the appointed drilling site for the unit.
- iii) All radioactive sources, storage and handling tools/equipment in accordance with International safety standards and also follow the current Gabonese laws.
- iv) Perforation charges, power charges, detonators, detonating cords and explosive materials to be available in accordance with International safety standards and also follow the current Gabonese laws. Temporary magazine house, if required, to be kept in well site. License is to be managed by the Contractor.
- v) Contractor must keep the necessary fishing tools/kits for carrying out Tender No: OIL/GABON/ENQ-WLL/57/2020 Page 71 of 149

- fishing operations of their all down hole tools.
- vi) Contractor must keep the necessary cable splicing kit to repair the cable as and when required.

D. Data Processing & Interpretation Requirements

- i) At Well Site: Logging truck must be equipped to carry out quick look processing at the well site.
- ii) At Data Processing Centre: In order to provide the processed/ interpreted data within limited time for taking quick decision, Bidder should have a log data processing/ interpretation centre in Gabon with experienced processing and interpretation geoscientists / engineers for carrying out detailed processing of the data. Details of data processing services required are given in Table-6 above.
 - a) Data Processing Geoscientists/ Engineers must have minimum **4** (four) years experience in processing and interpretation job.
 - b) Bio-data of the processing personnel showing required experience and expertise must be submitted with bid document as well as before mobilization.
 - c) The data processing and interpretation Geoscientists/ Engineers will have to carry out detailed processing/interpretation of the data within 48 hours from the time the survey is completed.
 - d) The processed data should be submitted both in **hard copies (three sets)** and **soft copies (two sets)**. The scale of the hard copies should be as per industry standard. Digital data should be of LAS/LIS/DLIS or other industry standard format. Processed output (digital data) should be of LAS/LIS/DLIS to be submitted in DVD/ USB. Soft copy of the reports, figures, processed log etc. should be presented in PDF/Tiff or similar format and should be submitted in DVD/ USB.
 - e) In case of wells where second opinion is required for interpretation (for advanced or standard services) the same must be made available by the bidder from their other bases in Gabon/abroad. Company will not provide equipment (viz. licensed satellite/Electronic media/Landlines etc.) necessary to transmit data to and from its Computer Center. Data transmission will be the responsibility of the Contractor. Rates quoted for data transmission charges, if any, will be considered for evaluation. If no cost for data transmission is indicated, it will be considered that there will not be any charge for data transmission.

12.1 Number of Logging Tools and Units Required:

The bidder shall require to deploy one computerized logging unit, one set of logging tools and one crew for carrying out OIL's logging operations.

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Supporting vehicle to transport the tools and equipment from one place to another will have to be provided by the contractor at their own cost.

12.2 Provision for Back-Up Tools & Services:

The <u>bidder may choose to keep extra tools and services including latest upgrade/ new version as back-up in order to provide un-interrupted service.</u> Such tool(s) need to be inspected for acceptance by the before deployment for any job. However, <u>Company will not pay any charges for such back-up tools.</u>

12.3 Experience of Logging Engineer:

- i) The personnel provided for carrying out Wireline logging, perforation and other associated operation must be competent, qualified and trained in specific line of operations.
- ii) The bidder will be required to provide the logging engineer(s) with relevant experience of **minimum 3 years for carrying out the Wireline logging**, perforation and related services specified in Bid Document. He must be able to handle independent assignments and must have logged at least 10(ten) wells in an independent capacity in earlier assignments on the bid closing date.
- iii) Detail bio-data of the logging engineer and the crew personnel including their experience must be submitted to OIL at the time of bidding as well as before mobilization.
- iv) The Bidder/service provider may keep additional Logging Engineer(s) at their own cost to effectively carry out the job.

12.4 Vintage of Equipment, Units & Tools:

- i) The unit must be a State of the Art (latest version of Full Maxis 500, LOGIQ, ECLIPS or equivalent) capable of running all the tools and services under the Contract. Down-hole tools must be of recent generation. Down hole tools should have down-hole digitization, wherever applicable.
- ii) Units/tools/equipment to be deployed can be replaced by their latest upgrade/ new version at the same rates, terms and conditions of the Contract after approval of OIL to that effect subject to the condition that they meet or exceed the Contract specifications and performances.
- iii) All Tools, Equipment and Unit required for the services should be of latest version and **should not be more than 10 (ten) years old** as on the original bid closing date.
- **13.0 TENTATIVE VOLUME OF SERVICES:** For the purpose of computation of operating and Data Processing / Interpretation charges, the broad assessment of number of jobs envisaged for the 2 (Two) wells proposed contract are given in **Table-7(a) and Table-7 (b):**

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Table-7 (a): Tentative Volume of Jobs for Essential Services:

S1 No.	Service Code	Services	Volume of Jobs (No)
B. DO	OWNHOLE	ESSENTIAL SERVICES	
a) St	andard To	ols:	
1	OH-1	Dual latero log (deep and medium focused resistivity) services with spontaneous potential (DLLT or equivalent)	6
2	OH-2	Invaded zone resistivity services for Rxo measurement with borehole caliper.	6
3	OH-3	Dual spaced compensated neutron services (DSNT or equivalent).	6
4	OH-4	Formation density and photo-electric absorption cross-section measurement services with borehole and mud cake compensation (SDLT-D or equivalent).	6
5	OH-5	Natural Gamma ray services.	25
6	ОН-6	Gamma ray Spectroscopy Services (NGS/CSNG or equivalent)	4
7	ОН-7	Percussion type side wall core sampling services with gamma ray positioning.	8
8	OH-8	Gamma Ray Positioning Services.	8
9	ОН-9	Stuck up Detection and Back-off Services. i) Stuck up detection ii) Back-off service	4
10	OH-10	Downhole Tension Services.	25
11	CH-1	Cement Bond evaluation services including variable density type of logging	6
12	CH-2	a) Bridge plug Setting b) Retainer Packer Setting c) Junk Basket	8 8 16
13	СН-3	Retrievable and semi-expandable Through Tubing (for tubing of 2.7/8 inches OD and ID of 2.44 inches) Perforation (guns of sizes 2.1/8 inches with different shot densities) with i) Standard penetration charges ii) Deep penetration charges.	12
14	CH-4	Casing Collar Locator Services (CCL) for depth determination	12

S1 No.	Service Code	Services	Volume of Jobs (No)
15	CH-5	Shooting Gamma Ray Services for: Through Tubing Perforations	12
16	СН-6	Tubing, Drill Pipe, Casing cutting and Drill collar severing/colliding services using: i) Explosive jet cutter ii) Severing tool	4
17	CH-7	Puncture services for 2.7/8" OD tubing to 5" OD drill pipe	4
18	OH-11	Shear Sonic Imager Services (WSTT or equivalent)	6
b) Ad	ditional T	ools on call out basis:	
19	OH-12	Borehole Seismic services for vertical seismic profiling (VSP) with energy source (Air gun) and surface equipment and accessories as required.	2
20	OH-14	Tool for high resolution bore hole images using micro electric arrays for characterization of sedimentary bodies, sedimentary dips, structural analysis, secondary porosity evaluation, reservoir characterization etc (FMI / XRMI or equivalent)	12
21	OH-15	Dynamic Formation Testing Services (MDT/RDT or equivalent) with Pump Out Module and Fluid Analyzer.	16
22	CH-9	Acoustic scanning tool for cement evaluation and pipe inspection.	4
c) Op	tional Too	ols on call out basis:	
23	OH-15	Nuclear Magnetic Resonance Logging Services + GR(MRIL Prime or equivalent).	4
24	OH-9	Through tubing reservoir monitoring tool	4
25	CH-10	Through Tubing Cement Dump Bailer for 7" Liner tool	2
26	CH-11	Through tubing CBL tool	2
27	CH-12	Cased Hole Formation Resistivity Tool [CHFR] to measure formation resistivity through casing and cement	2

OH= Open hole, CH= Cased hole

<u>Table-7 (b)</u>: <u>Tentative Volume of Jobs of Data Processing/Interpretation</u> Services:

S1 No.	Service Code	Services	Volume of jobs (No)	Range (m)Per job
1	OH-1-6	Basic log Interpretation viz. ULTRA or ELAN Plus or Techlog or equivalent or latest new options (may be Proprietary of the service provider).	6	1100
2	OH-12	Borehole Seismic Services (VSP) in open hole, 100 levels per job. [Additional Tool]	2	200 level
3	OH-11	Shear-Sonic Imager using dipole sources +GR	4	1000
4	OH-13	High Resolution Borehole Imaging using Micro-electric Arrays for both structural and stratigraphic interpretation [Additional Tool]	2	1000
6	OH-15	Nuclear Magnetic Resonance Logging Services + GR (MRIL Prime or equivalent) [Optional Tool]	4	500
7	CH-9	Through Tubing Reservoir Monitoring Services [Optional]	4	500
8	CH-8	Acoustic Scanning Tool for Cement Evaluation & Pipe Inspection + GR (USIT/CAST-V or equivalent) [Additional tool]	4	1000
9	ОН-14	Dynamic Formation Testing Services (MDT/RDT or equivalent) with Pump Out Module and Fluid Analyzer based on resistivity. [Additional tool]	8	750

NOTE:

- i) The number of jobs for indicated above is for purpose of estimation of the Contract cost only and payment shall be made based on the actual number of jobs performed during the contract period.
- ii) Through tubing bridge plugs and necessary adapter kits shall be provided by Contractor [Optional].

ANNEXURE- A

TECHNICAL SPECIFICATIONS OF TOOLS AND EQUIPMENTS

Srl # 1	Service Code: OH-1 Description
SERVICE	Dual latero log (deep and medium focused resistivity) services with spontaneous potential (DLLT or equivalent).
TOOL DIAMETER	Industry standard to log wells drilledwith 6 inches to 17.1/2" bit
PRESSURE RATING	5000 psi minimum
TEMP. RATING	300 degF min.
MEASUREMENT	Deep and medium focused formation resistivity for simultaneous deep and shallow depths of investigation and spontaneous potential measurements.
RANGE	LLD: 0.2-40,000 ohm m
	LLS: 0.2-2,000 ohm m
INVESTIGATION DEPTH	LLD: 55-84 inches minimum
	LLS: 24-36 inches minimum
VERTICAL RESOLUTION	24 inches or less
SAMPLING RATE	Minimum 2 samples/ft
ACCURACY	+/- 20 % at 0.2 ohm m
	+/- 5 % at 1-1000 ohm m
	+/- 10 % at 1000-2000 ohm m

Sr1 # 2	Service Code: OH-2 Description
SERVICE	Invaded Zone Resistivity for Rxo measurement with borehole caliper.
TOOL DIAMETER	Industry standard to log wells drilled by 6 inches to 17.1/2" bit
PRESSURE RATING	5000 psi minimum
TEMP. RATING	300 degF min.
MEASUREMENT	MSFL, Caliper, and Integrated Hole Volume
RANGE	0.2-2000 Ohm m, Caliper- 6 inches to 20 inches.
ACCURACY	Resistivity: +/- 5% at 0.2 to 200 ohm m
	: +/- 10% at 200-2000 ohm m
	Caliper: +/- 10 % Accuracy
VERTICAL RESOLUTION	4.0 inches
INVESTIGATION DEPTH	1 inch to 4 inches
SAMPLING RATE	4 or 10 samples /ft
Sr1 # 3	Service Code: OH-3 Description
SERVICE	Dual Spaced Compensated Neutron Services (DSNT or equivalent)
TOOL DIAMETER	Industry standard to log wells drilled with 6 inch to 17 $\frac{1}{2}$ inch bit
PRESSURE RATING	5000 psi minimum
TEMP. RATING	300 degF min.

MEASUREMENT	Formation porosity
RANGE	0 to 60 PU (Limestone) with a linear response in 0-40 PU
	range.
VERTICAL RESOLUTION	Standard – 36 inch
	Enhanced Mode- 20 inches
RESOLUTION	1% of the of far and near detector counts
ACCURACY	+/- 1 PU for 0-20 PU
	+/- 2 PU for 20-45 PU
	+/- 6 PU for 45 PU
INVESTIGATION DEPTH	1.0-5.5 inches minimum
SAMPLING RATE	4 or 10 samples /ft
REMARKS	i) Provision to record high resolution data.
	ii) Provision to correct neutron porosity when recorded in cased hole.

Srl # 4	Service Code: OH-4 Description
SERVICE	Formation Density & Photo Electric Absorption Cross Section Measurement Services with borehole & mud cake Compensation(SDLT-D or equivalent).
TOOL DIAMETER	Industry standard to log wells drilled with 6 inch to 17 ½ inch bit
PRESSURE RATING	5000 psi minimum
TEMP. RATING	300 degF min.
MEASUREMENT	Bulk Density, Density Correction, Photo-electric Absorption Cross-section, caliper.
RANGE	1-3 gm /cc, 0-10 PE
RESOLUTION	Density: +/- 0.01 gm/cc
	PE : +/- 5%
ACCURACY	Density: +/- 2% for 1.0-1.6 gm/cc
	: +/- 1.5% for 1.6-3gm/cc
VERTICAL RESOLUTION	Standard – 33 inches, Enhanced Mode- 5.5 inches
INVESTIGATION DEPTH	1.5-4.0 inches
SAMPLING RATE	4 or 10 samples/ft
REMARKS	Provision to record high sampling rate for high resolution data through software control.
	Resolution enhancement through post processing.

Srl # 5	Service Code: OH-5Description
SERVICE	Natural Gamma Ray Services
TOOL DIAMETER	Industry standard to log wells drilled with 6 inch to 17 ½" bit
PRESSURE RATING	5000 psi minimum
TEMP. RATING	300 degF min.
MEASUREMENT	Total GR in API units
RANGE	0 to 400 API, linear response from 0 to 200 API

ACCURACY	+/- 7% of the reading
REMARKS	Scintillation counter (NaI Thallium activated)

Srl # 6	Service Code: OH-6 Description
SERVICE	Gamma Ray Spectroscopy Services (NGS/CSNG or equivalent).
TOOL DIAMETER	Industry standard to log wells drilled with $$ 6 inch to $17\frac{1}{2}$ " $$ bit
PRESSURE RATING	5000 psi minimum
TEMP. RATING	300 degF min.
MEASUREMENT	Total GR, corrected GR (GR-Uranium), Uranium, Thorium & Potassium concentrations.
RANGE	Minimum of :
	0 to 400 API Total GR
	0-40 PPM (U)
	0-40 PPM (Th),
	0-0.15% (K)
ACCURACY	+/- 5 % of measurement (GR)
	+/- 4 % PPM (U)
	+/- 3% PPM (Th)
	+/- 1.5 % (K)
SAMPLING RATE	Minimum 2 samples/ft.
REMARKS	To be able to generate U/K, Th/K curves at wellsite.

Srl # 7	Service Code: OH-7 Description
SERVICE	Percussion type side wall core sampling gun services with gamma ray positioning
TOOL DIAMETER	Industry standard to recover side wall cores in wells drilled with 6 inch to 12 ¼ inch Bit.
PRESSURE RATING	5000 psi min.
TEMP. RATING	300 deg F min.
MEASUREMENT	Side wall core recovery in soft, medium and hard formations
RANGE	At least 24 samples from single run extended upto 48 samples or more. Gamma ray positioning 0 to 200 API
REMARKS	Core sample should be minimum 1" dia with 1.5" length

Sr1 # 8	Service Code: OH-8 Description
SERVICE	Gamma Ray Positioning Services
TOOL DIAMETER	Industry standard to log wells drilled with 6 inch to 12 ¼ inch Bit. To log cased with 7 inch and 9.5/8 inch casing/liner
PRESSURE RATING	5000 psi min.
TEMP. RATING	300 deg F min.
MEASUREMENT	Total Gamma Ray

RANGE	0 to 200 API
ACCURACY	+/-7 % of the measurement.
REMARKS	For positioning Side wall core guns

Srl # 9	Service Code: OH-9 Description
SERVICE	Stuck up detection and back-off services
TOOL DIAMETER	Suitable for pipe sizes 2 7/8" to 9 5/8" Tubular
PRESSURE RATING	5000 psi minimum
TEMP. RATING	300 degF min.
MEASUREMENT	Percentage free in stretch and in torque (including log presentation)

Srl # 10	Service Code: OH-10	Description
SERVICE	Down hole Tension Device	
TOOL DIAMETER		
PRESSURE RATING	5000 psi minimum	
TEMP. RATING	300 degF min.	
MEASUREMENT	To measure down hole tension and logging	d compression during

Srl # 11	Service Code: CH-1 Description	
SERVICE	Cement Bond Evaluation Surveys including variable density type of logging based on sonic arrival amplitude. Recording under pressurized condition is also required.	
TOOL DIAMETER	Suitable for 7" and 9.5/8" casing/liner.	
PRESSURE RATING	5,000 PSI	
TEMP. RATING	300 deg F	
MEASUREMENT	Cement Bond log (Fixed and sliding gate), Transit time variable density log.	
RANGE	0-100 mv (amplitude)	
	0-1000 Micro Sec. For VDL	
	40-240 Micro Sec. for Transit time.	
RESOLUTION/ACCURACY	+/- 1 mv Resolution and accuracy.	

Srl # 12	Service Code: CH-2 Description
SERVICE	a) Bridge plug setting, retainer packer setting for 7" and 9.5/8" casing/liner.
	b) Junk Basket for 7" and 9.5/8" casing/liner
TO OL DIAMETER	1 01
TOOL DIAMETER	Industry standard to carry out in casing/liner sizes 7 inch & 9.5/8 inch.
PRESSURE RATING	5000 psi minimum
TEMP. RATING	300 degF min.
REMARKS	Necessary Adapter kit for the above services will be provided by the contractor.

Srl # 13	Service Code: CH-3 Description	
SERVICE	Retrievable and semi-expandable Through Tubing (for tubing of 2.7/8 inches OD and ID of 2.44 inches) Perforation (gun of sizes 2.1/8 inches with different shot densities) with standard and deep penetration charges.	
TOOL DIAMETER	Industry standard suitable for tubing sizes 2.7/8 inches.	
PRESSURE RATING	5000 psi minimum	
TEMP. RATING	300 degF min.	
RANGE	i) <u>For Standard Charges</u> - shot density 4-6 shots per foot, with EHD minimum 0.26 inches and minimum TTP- 16 inches.	
	ii) <u>For Deep Penetration Charges</u> - shot density 4-6 shots per foot with EHD minimum 0.30 inches and TTP minimum 27 inches.	
REMARKS	i) Should include surface equipment to perforate in underbalanced conditions and live wells.	
	ii) Also can be operated using Crane.	

Srl # 14	Service Code: CH-4 Description
SERVICE	Casing Collar Locator (CCL) Services (Depth determination) for a) Through tubing perforations, and CBL-VDL log etc.
TOOL DIAMETER	Tool Should be capable of running in through 2.7/8" tubing
PRESSURE RATING	5000 psi min.
TEMP. RATING	300 deg F min.

Srl # 15	Service Code: CH-5	Description
SERVICE	Shooting Gamma Ray Services for through tubing	
TOOL DIAMETER	Tool Should be capable of running in through tubing	2.7/8" OD
PRESSURE RATING	5000 psi min.	
TEMP. RATING	300 deg F min.	

Srl # 16	Service Code: CH-6	Description
SERVICE	Tubing, Drill Pipe, Casing	g cutting and Drill Collar severing
	services	
	i) Explosive Jet Cu	utter for
	2.7/8" (DD tubing
	7" OD I	iner
	9.5/8" (OD casing
	ii) Severing Tool fo	r
	a) 2.7/8	3" SLH 90 drill pipe
	b) 4.1/2	2" OD drill-pipe
	c) 5 " O	D drill-pipe
	d) 6.1/2	2" OD drill collar

	e) 8 " OD drill collar
TOOL DIAMETER	Suitable for above service, minimum ID of drill pipe/collars is 1.1/2 inch.
PRESSURE RATING	5000 psi min.
TEMP. RATING	300 deg F min.

Srl # 17	Service Code: CH-7 Descript	tion
SERVICE	Puncture services for 2.7/8" OD tubin	g to 5" OD drill pipe
TOOL DIAMETER	Tool Should be capable of running in t	hrough above tubular.
PRESSURE RATING	5000 psi min.	
TEMP. RATING	300 deg F min.	

Srl # 18	Service Code: OH-11Description	
SERVICE	Shear Sonic Imager Services (WSTT or equivalent)	
TOOL DIAMETER	Industry standard to log wells drilled by 6 inches to 17 ½ inches bit	
PRESSURE RATING	5000 psi minimum	
TEMP. RATING	300 degF min.	
MEASUREMENT	Delta-T Shear, Compressional & Stoneley waves and Poisson's ratio etc.	
REMARKS	a) Processed log for mechanical properties of rocks to be provided at well siteb) Processed data in the form of VDL spectrum, colour coded to be provided for Stoneley waveforms.	

Srl # 19	Service Code: OH-12 Description
SERVICE	Borehole Seismic services for vertical seismic profiling with
	energy source (Air gun) and surface equipment and
	accessories as required.
TOOL DIAMETER	Industry standard to log wells drilled with 6 inches to 17 ½
	inches bit.
PRESSURE RATING	5000 psi min.
TEMP. RATING	300 deg F min.
MEASUREMENT	Caliper, seismic stacks travel time v/s depth plots and raw seismic traces of individual shots
RANGE	6 in. to 18 in. dia holes
RESOLUTION	+/- 1 m sec for shots at same level, +/- 2 m sec for shots fired in up and down passage on the same level
REMARKS	Triaxial measurement data should be made available in SEG-Y

Srl # 20	Service Code: OH-13Description
SERVICE	Bore hole wall imaging using micro-electric arrays (resistivity based) for image extraction in open hole
	(FMI/XRMI).

TOOL DIAMETER	Industry standard to log wells drilled with 6 inches to 12.1/4 inches bit.
PRESSURE RATING	5000 psi minimum
TEMP. RATING	300 degF min.
MEASUREMENT	High resolution bore hole image for detection of vugs, fractures, wash outs and other bore hole surface effects.
	Characterisation of sedimentary bodies, sedimentary dips, structural analysis, reservoir characterization.
RANGE	Micro resistivity: 0.2 to 2000 ohm m
	Azimuth : 0 to 360 degree
	Rotation : 0 to 360 degrees
	Deviation : 0 to 90 degrees
	Caliper: 6 to 18 inches
VERTICAL RESOLUTION	0.2 inches in resistivity measurements
RESOLUTION	Azimuth: +/- 2 degrees
	Deviation: +/- 2 degrees
REMARKS	Must be capable to provide processed data at site.
	Processed data should provide minimum coverage of 80 % of the bore hole wall in 6 inch hole in one pass.
	To provide oriented bore hole image in grey scale.
	To be able to provide tadpole plot for stratigraphic dip data interpretation.

Srl # 21	Service Code: OH-14Description
SERVICE	Dynamic formation testing services (MDT/RDT modules) with Pump out module and resistivity based fluid analyzer.
TOOL DIAMETER	Industry standard to log wells drilled by 8.1/2 inches bit.
PRESSURE RATING	5000 psi minimum
TEMP. RATING	300 degF min.
MEASUREMENT	Reservoir pressure and gradient, distinguish oil, gas and water, controlled draw down, collection of minimum 2 representative fluid samples per run, flow rate and mobility.
RESOLUTION	Quartz Gauge: 0.01 psi (0-15000 psi)
	SG:0.1 psi (0–15000 psi)
ACCURACY	Close to 2 psi +/- 0.01 % of reading (Quartz Gauge)
	Close to +/- 1% of full scale (Strain Gauge)
REMARKS	(i) Provision to provide mobility values at drill site and bring out various plots.ii) Two samples (non PVT) of size 1000 cc each.

Srl # 22	Service Code: CH-08 Description
	Acoustic Scanning tool in cased hole for cement evaluation
SERVICE	and pipe inspection (USIT/CAST-V or equivalent).
	Industry standard to log wells completed with 7 inch liner &
TOOL DIAMETER	9.5/8 inch casing
PRESSURE RATING	5000 psi minimum

TEMP. RATING	300 degF min.
MEASUREMENT	Acoustic impedance image with resolution to distinguish, liquid, cement slurry behind casing.
	Cement strength.
	Mud attenuation and acoustic velocity
	Inside diameter and thickness
REMARKS	Processed data is required to be provided at well site as a standard presentation along with field logs.
Sr1 # 23	Service Code: OH-15 Description
SERVICE	Nuclear Magnetic Resonance Logging Services (CMR Plus/MRIL Prime or equivalent).
TOOL DIAMETER	Industry standard to log wells drilled with 6 inches to 12.1/4 inches bit.
PRESSURE RATING	5000 psi min.
TEMP. RATING	300 deg F min.
MEASUREMENT	Larmour frequency in 2500-3000 Hz, tension, free fluid index, total and effective porosity, clay-bound water & free fluid volume, pore size distribution, hydrocarbon typing and quantification, identification of water-free production intervals, low resistivity pay zones etc.
ACCURACY	+/-1 pu or 5 % whichever is greater.

Srl # 24	Service Code: CH-9Description
SERVICE	Through Tubing Reservoir monitoring tool (Carbon-Oxygen in captured and in-elastic mode) for tubing of 2.7/8 inch OD (ID-2.44 inches).
TOOL DIAMETER	Industry standard to log through tubing of size 2.7/8 inch OD (ID-2.44 inch)
PRESSURE RATING	5000 psi minimum
TEMP. RATING	300 degF min.
MEASUREMENT	Oil saturation in formations with low and unknown water salinity, identification of formation fluid contact, measurement of formation porosity, identification of mineralogy and lithology.
RANGE	0.4 to 0.6 for Carbon/Oxygen
	1.2 to 1.7 for Calcium/Silicon
ACCURACY	+/- 0.01 for C/O ratio
	Ratio elemental yields +/- 5%
REMARKS	To be able to log in flowing and static condition. To be able to log inelastic capture mode, capture sigma mode, sigma modes.
	Software for formation evaluation for determination of porosity, water saturation etc. All run-time quality checks to be provided.

Sr1 # 25	Service Code: CH-12Description
SERVICE	Formation resistivity through casing and cement
TOOL DIAMETER	Industry standard to log through tubing

PRESSURE RATING	5000 psi minimum
TEMP. RATING	300 degF min.
VERTICAL RESOLUTION	4 feet
ACCURACY	3-10%
REMARKS	Resistivity, contingency logging, re-evaluation

Srl # 26	Service Code: CH-11Description
SERVICE	Through Tubing CBL-VDL through 3.1/2" tubing
TOOL DIAMETER	Industry standard to log well through tubing
PRESSURE RATING	5000 psi minimum
TEMP. RATING	300 degF min.
MEASUREMENT	CBL and attenuation, VDL
VERTICAL RESOLUTION	1 feet
REMARKS	To measure cement top, bonding and quality of cement behind casing

Srl # 27	Service Code: CH-11Description
SERVICE	Through Tubing CBL-VDL through 3.1/2" tubing
TOOL DIAMETER	Industry standard to log well through tubing
PRESSURE RATING	5000 psi minimum
TEMP. RATING	300 degF min.
MEASUREMENT	CBL and attenuation, VDL
VERTICAL RESOLUTION	1 feet
REMARKS	To measure cement top, bonding and quality of cement behind casing

Note: The specifications mentioned above must be met, however, latest equipment/tools having higher resolution or latest version may be provided by the service provider/bidder as the technology changes dynamically.

END OF SECTION-II

PART-3 SECTION-III

SPECIAL TERMS AND CONDITIONS OF CONTRACT (SCC)

The following Special Terms &Conditions of Contract (SCC) shall supplement and / or amend the General Conditions of Contract (GCC). Whenever there is a conflict, the provisions herein shall prevail over those in the GCC.

1.0 MOBILIZATION AND DEMOBILIZATION:

- 1.1 Contractor shall guarantee the provision of all services, on Drilling Location included in the Scope of works (Section-II) of this Contract and as requested by Company, within the stated mobilization period after Company has requested the equipment in writing.
- **1.2** It is Contractor's responsibility to ensure that all call-out rental equipment is manifested for transport to Contractor base immediately following the completion of operations.
- **1.3** Contractor shall, after receipt of formal mobilization request from Company, have personnel and equipment ready for transport at Contractor's base with the following notice periods;
 - 24 hrs for equipment for plug setting, stuck pipe indicator tools, drill pipe back off and cutting, and other services related to stuck drill pipe and well control.
 - 48 hrs for open and cased hole logging tools
- **1.4** Contractor shall specify the applicable mobilization time from Contractor's base to the equipment availability at Drilling Location.

2.0 ASSOCIATION OF COMPANY'S PERSONNEL:

2.1 The Company may depute more than one representative to act on its behalf for overall co-ordination and operational management at location. Company's representative shall have the authority to order any changes in the scope of Work to the extent so authorized and notified by the Company in writing. He shall liaise with the Contractor; monitor the progress so as to ensure the timely completion of the jobs. He shall also have the authority to oversee the execution of jobs by the Contractor and to ensure compliance of provisions of the Contract.

3.0 CONTRACTOR'S OBLIGATION:

3.1 The Contractor shall furnish full particulars of Contractor's personnel with Visa, Work permit, yellow fever vaccination etc. which shall be obtained by Contractor at its own cost.

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- 3.2 The Contractor shall arrange for transportation of their equipment/tools/spares/consumables from Contractor's yard/site to Company's site and back at the end of the work at their own expenses.
- 3.3 The Contractor shall keep their equipment in good working order and shall begin the work with sufficient spares, consumables & explosives and shall continuously replenish the same periodically to ensure uninterrupted services.
- 3.4 The Contractor will be required to provide the logging services round the clock as and when required by the Company.
- 3.5 The Contractor shall bear all expenses on account of repair/replacement of all their equipment etc. consequent upon any damage/loss/non-performance during the course of operation.
- 3.6 The Contractor shall be bound by laws and regulations of Government of Gabon.
- 3.7 The Contractor shall bear all taxes including road tax and insurance premiums for their vehicles including registration fees, fitness fees and road / goods taxes etc.
- 3.8 The Contractor shall follow its own safety rules, in addition to rules prescribed under Gabon Laws in this respect.
- 3.9 The Contract price shall remain firm and fixed during the execution of the Contract and not subject to variation on any account.
- 3.10 The Contractor's representative shall have all power requisite for performance of the Work. He shall liaise with the Company's representative for the proper co-ordination and timely completion of the job and on any other matters pertaining to the job.

4.0 **COMPANY'S OBLIGATIONS:**

- 4.1 Company shall provide normal facilities at/around well-site at its cost to Contractor including but not limited to:
 - a) Water, compressed air, Electric Power;
 - b) Crane/ forklift/Bulldozer usage, if required;
- 4.2 Diesel will be supplied by Company to Contractor on specific request from Contractor on reimbursable basis at cost in case of operational exigencies.
- 5.0 **LOSS OR DAMAGE OF SUB-SURFACE EQUIPMENT:** Notwithstanding any provision under this contract to the contrary, Company shall assume liability except in the event of gross negligence on the part of Contractor or its sub-contractors, for loss or damage to the Contractor's or sub contractor's sub-surface equipment and the down hole property of

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Contractors or Sub-contractors in the hole below the kelly bushing. Company shall at its option either reimburse the Contractor for the value of lost equipment/tools as declared in the import invoices at the time of replacement/addition) mobilization (or subsequent equipment/tools (Plus customs duty, if any, paid by the contractor for the equipment tool lost/ damaged, provided that the said custom duty was not borne by the company and contractor produces the documentary evidence towards payment of customs duty if applicable) for any such loss or damage, less depreciation @3% per month from the date of start of this contract with a maximum depreciation equivalent to 50% of CIF value as indicated by the Contractor or at its option replace similar equipment/tools to the satisfaction of the Contractor and any transportation expenses incurred in connection herewith. All such costs shall be payable by Company only after Contractor has produced documentary evidence that the particular equipment/tools in question was not covered by Contractor's insurance policies. For such claims Contractor should notify the Company within one month. The inspection of recovered equipment from down hole need to be made by Company representative before submission of the invoice by Contractor.

6.0 MALFUNCTION OF EQUIPMENT /TOOLS:

- 6.1 If any tool/equipment malfunctions and cannot be repaired at well-site or base resulting in Contractor's failure to provide the requisite services, the tool or equipment will be under zero fixed charges with effect from last date of successful logging operation or mobilization whichever is later with that tool or equipment until it is repaired or replaced and a surface check or logging operation with that tool is performed to OIL's satisfaction.
- 7.0 RADIOACTIVE MATERIAL: In accepting any order to perform or attempt to perform any service involving the use of radioactive material, Company agrees that Contractor shall not be liable or responsible for injury to or death of persons or damage to property (including, but not limited to, injury to the well), or any damages whatsoever irrespective of the cause, growing out of or in any way connected with Contractor's use of radioactive materials. Company shall absolve and hold Contractor harmless against all losses, cost, damages and expenses incurred or sustained by Company or any third party irrespective of the cause excluding willful and gross negligence by Contractor or its agents, servants, officers or employees, resulting from any such use of radioactive material.
- **8.0 LOG INTERPRETATION:** Since all log interpretations are based on inference from electrical or other measurements, Contractor cannot and does not guarantee the accuracy or correctness of any interpretation and Company agrees that Contractor shall not be liable or responsible except for the case of gross negligence on Contractor or his sub-contractors part, for any loss, cost, damage or expense incurred or sustained by Company resulting directly or indirectly from any interpretation made by Contractor or any of its agents, servants, officers or employees. Should any such interpretation or recommendation be relied upon as the sole basis for any drilling, completion, well treatment or production decision or any procedure involving

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any risk to the safety of any drilling ventures, drilling rig, or its crew or any other individual, Company agrees that under no circumstances shall Contractor be liable for any consequential loss or damages on this account except in case of willful negligence.

9.0 POLLUTION OR CONTAMINATION:

- 9.1 The Company agrees that Contractor shall not be responsible for and Company shall indemnify and hold Contractor its agent, servants, officers and employees harmless from any liability, loss, cost or expense for loss or damage from pollution or contamination arising out of or resulting from any of Contractor's services/ operations unless such pollution or contamination is caused by Contractor's willful misconduct or gross negligence.
- 9.2 Notwithstanding anything to the contrary contained herein, it is agreed that Company shall release, indemnify and hold Contractor and its Subcontractors harmless from any and all claims, judgments, losses, expenses and any costs related thereto (including but not limited to Court costs and 'Attorneys fees) for:
 - a) Damage to or loss of any reservoir or producing formation
 - b) Damage to or loss of any well
 - c) Any other subsurface damage or loss, and
 - d) Any property damage or loss or personal injury or death arising out of or in connection with a blowout, fire explosion and loss of well control regardless of cause.
- 10.0 FISHING: In case it is necessary for Company to "fish" for any of Contractor's instruments or equipment, Company assumes the entire responsibility for such operations. However, Contractor will, if so desired by Company and without any responsibility or liability on Contractor's part render assistance in an advisory capacity for the recovery of such equipment and/or instruments. None of Contractor's employees are authorized to do anything other than advise and consult with Company in connection with such "fishing" operations, and any fishing equipment furnished by Contractor is solely as an accommodation to Company and Contractor shall not be liable or responsible for a damage that Company may incur or sustain through its use or by reason of any advise of assistance rendered to Company by Contractor's agents or employees irrespective of cause.

11.0 CHARGE ELEMENTS:

11.1 Operating Spread Rate includes the following charge elements:

Charge element	Description
Depth Charges	A charge per meter for each independent Service in a tool combination. Only one depth charge shall apply for each instrument per Sequence of Operations. No minimum depth charge, deviation surcharges, or deep hole surcharges shall apply.
Survey Charges	A charge per meter for the requested survey interval. No

	extra charges apply for multiple passes up and/or down over the same interval at the same well conditions and with the instrument in the same measurement mode. No minimum
	survey interval applies. Contractor shall on request submit
	down log or multiple pass acquisition data to Company
	without additional cost.
Shot/Test/Sample	Apply per shot, test, sample or level performed.
or Level Charges	
Flat Charges	Lump sum, flat charges on a per operation or per run basis
	(i.e. per plug setting, per flow rate, third party conveyance,
	etc. or any other services that apply).

11.2 Operating Spread Rate charges will be payable for the Logging Unit/Tool/Logging Engineer/Crew deployed by the Contractor for operating periods.

Definition of OSR:

24 hrs - 1 day 1 to 12 hrs - ½ day

END OF SECTION-III

PART-3 SECTION-IV SCHEDULE OF RATES &QUANTITY

Brief Description: "Hiring of Wireline Logging & Interpretation Services with all Equipment, Consumables and Manpower for 2(two) exploratory vertical wells in Shakthi-II Exploration Block, Gabon with an option for extension of the contract to another drilling location at the sole option of the Company (OIL) at the same terms and conditions and mutually agreed rates but not higher than the original rate(s) of the contract.

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

A. MOBILIZATION CHARGES [MOB]:

- (i) Mobilization charges shall be payable on lump sum basis which cover all local and foreign costs (if any) of the contractor to mobilize the logging unit and tools as per scope of work and Logging Engineer and other personnel to the location and also include all duties, any other local and foreign taxes, service tax, visa fee, transit insurance, port fees and inland transportation etc.
- (ii) The mobilization will be treated as complete when Wireline Logging unit/ tools are received at drilling location and unit/ tools/ equipment are tested/ calibrated to its rated specifications and certified by Company's Representative.
- (iii) Mobilization charges will be payable when all equipment and personnel are positioned to undertake / commence the work assigned under the Contract at the first location.
- (iv) Mobilization charges shall not exceed 7.5% of the total estimated Contract value. However, mobilization charges, if quoted in excess of 7.5% of the estimated total contract cost, the excess amount shall be paid at the end of the contract. However, the holding amount will not accrue any bank interest.

B. OPERATING SPREAD RATE (OSR):

This charge covers cost on day rate basis for providing the Wireline Logging Unit to Company during operation at drilling site round the clock that includes operating crew charge. The Operating Spread Rate will include the

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cost of maintenance and spares. Operating Spread Rate is payable for the Wireline Logging Unit under operation at well site. Contractor shall raise invoices at the end of each Calendar month.

C. <u>STANDBY SPREAD RATE (SSR)</u>:

The Standby Spread Rate is payable for the period during which the equipment is not in operation during rigging up, rigging down of unit. Contractor shall raise invoices at the end of each Calendar month accordingly.

Note:

Standby Spread rate shall be payable to the Contractor maximum 2 days before logging operation and 2 days after job is over, which includes travelling time of the Contractor's personnel for each job.

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

Demobilization charges shall not be less than 5% of total estimated Contract value. In case, demobilization charge is less than 5% of the total estimated contract value, then the differential amount shall be deducted from the contractor's bill and shall be paid at the end of contract after completion of de-mobilization and re-export. However, the holding amount will not accrue any bank interest.

F. Contractor's personnel are required to be present during inter-location movement of the Wire Line Logging Unit. Company shall not be held responsible for any damage of the unit/equipment during inter-location movement.

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G. INTERLOCATION MOVEMENT CHARGES [ILM]:

Contractor will be solely responsible for executing Inter-Location Movement (ILM) that covers shifting of Logging Unit/ tools/ equipment and logging personnel include all taxes / transit insurance etc. as applicable.

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

H. GENERAL NOTES:

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

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

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

J. SCHEDULE OF RATES FOR WIRELINE LOGGING UNIT SERVICES: [FOR TWO WELLS]

(I) MOBILIZATION CHARGES: (MOB):

SL NO	PARTICULARS		UNIT	QTY (X)	RATE (Y)	TOTAL (X * Y)
1	Mobilization charges	of	LUMPSUM	1		A1
	Wireline Logging Unit					
2	Mobilization charges	of	LUMPSUM	1		A2
	Standard Tools Package					
3	Mobilization Charges	of	LUMPSUM	1		A3
	Personnel					

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SL NO	PARTICULARS	UNIT	QTY (X)	RATE (Y)	TOTAL (X * Y)
4	Mobilization Charges of Borehole Seismic services both for open hole and cased hole tool (Additional tool on call out basis)	LUMPSUM	1	(=)	A4
5	Mobilization Charges of Tool for high resolution bore hole images using micro electric arrays tool (Additional tool on call out basis)	LUMPSUM	1		A 5
6	Mobilization Charges of Dynamic formation testing services (MDT/RDT or equivalent) with Pump out module and Fluid Analyzer tool (Additional tool on call out basis)	LUMPSUM	1		A 6
7	Mobilization Charges of Acoustic scanning tool for cement evaluation and pipe inspection tool (Additional tool on call out basis)	LUMPSUM	1		A7
8	,	LUMPSUM	1		A8
9	· - ·	LUMPSUM	1		А9
10		LUMPSUM	1		A10
11	Mobilization Charges for Through Tubing CBL tool [Optional]	LUMPSUM	1		A11
12	Mobilization Charges for Cased Hole Formation Resistivity Tool [CHFR][Optional]	LUMPSUM	1		A12
TOT	AL MOBILIZATION CHARGES,	MOB=SUM [A:	1 TO A1	2]:	

(II) INTER LOCATION MOVEMENT: (ILM)"

SL NO	PARTICULARS	UNIT	QTY (X)	RATE (Y)	TOTAL (X * Y)
В	Inter Location Movement [ILM] charges of Logging Unit / Equipment /Tools/ Consumables and Logging personnel		1		

(III) DE-MOBILIZATION CHARGES: (DMB):

SL NO	PARTICULARS	UNIT	QTY	RATE	TOTAL
1	De Mahilipatian alangsa of	TIMESTIM	(X)	(Y)	(X*Y)
•	De-Mobilization charges of Wireline Logging Unit	LUMPSUM	1		B1
2	De- Mobilization of Standard Tools	LUMPSUM	1		B2
3	De-Mobilization Charges of	LUMPSUM	1		В3
3	Personnel	LUMFSUM	_		ВЗ
4	De-Mobilization Charges of	LUMPSUM	1		B4
	Borehole Seismic services				
	both for open hole and				
	cased hole tool (Additional				
	tool on call out basis)				
5	De-Mobilization Charges of	LUMPSUM	1		B5
	Tool for high resolution bore				
	hole images using micro electric arrays tool				
	electric arrays tool (Additional tool on call out				
	basis)				
6	De-Mobilization Charges of	LUMPSUM	1		В6
	Dynamic formation testing		_		
	services (MDT/RDT or				
	equivalent) with Pump out				
	module and Fluid Analyzer				
	tool (Additional tool on call				
	out basis)				
7	De-Mobilization Charges of	LUMPSUM	1		В7
	Acoustic scanning tool for				
	cement evaluation and pipe				
	inspection tool (Additional tool on call out basis)				
8	De-Mobilization Charges of	LUMPSUM	1		B8
	Nuclear Magnetic	BOMI SOM	_		
	Resonance Logging Services				
	+ GR tool (Optional)				
9	De-Mobilization Charges of	LUMPSUM	1		В9
	Through tubing reservoir				
	monitoring tool [Optional]				
10	De-Mobilization Charges of	LUMPSUM	1		B10
	Through Tubing Cement				
	Dump Bailer for 7" Liner				
11	tool [Optional]	I IIB#DOTTR#	-		D11
11	De-Mobilization Charges of	LUMPSUM	1		B11
	Through tubing CBL tool [Optional]				
12	De-Mobilization Charges for	LUMPSUM	1		B12
12	Cased Hole Formation	ZCIII GUII	_		512
	Resistivity Tool				
	[CHFR][Optional]				
	[OIII II][Optional]		l		I .

SL	PARTICULARS	UNIT	QTY	RATE	TOTAL
NO			(X)	(Y)	(X*Y)
TOTA	AL DE-MOBILIZATION CHARGI				

(IV) TANGIBLE COST: (TAN):

SL NO	RENTAL CHARGES	UNIT	QTY	RATE (Y)	TOTAL (X * Y)
1	Rental Charges for Logging	DAY RATE	(X)	(1)	C1
	Unit				
	Y RENTAL CHARGES FOR ST				
2	Rental Charges for Dual latero log (deep & medium focussed resistivity) services with spontaneous potential tool	DAY RATE	124		C2
3	Rental Charges for Invaded zone resistivity services tool	DAY RATE	124		С3
4	Rental Charges for Dual spaced compensated neutron services	DAY RATE	124		C4
5	Rental Charges for Formation density and photo-electric absorption cross-section services	DAY RATE	124		C5
6	Rental Charges for Natural Gamma ray services tool	DAY RATE	124		C6
7	Rental Charges for Percussion type side wall core sampling services tool	DAY RATE	124		C7
8	Rental Charges for Gamma Ray Positioning Services tool	DAY RATE	124		C8
9	Rental Charges for Stuck up Detection and Back-off Services tool	DAY RATE	124		С9
10	Rental Charges for Cement Bond evaluation services tool	DAY RATE	124		C10
11	Rental Charges for Downhole Tension service tool	DAY RATE	124		C11
12	Rental Charges for Bridge plug Setting tool	DAY RATE	124		C12
13	Rental Charges for Retainer Packer Setting tool	DAY RATE	124		C13
14	Rental Charges for Junk Basket tool	DAY RATE	124		C14
15	Rental Charges for Through Tubing	DAY RATE	124		C15

	Perforation tool for both				
	standard and deep				
	penetration tool				
SL NO	RENTAL CHARGES	UNIT	QTY (X)	RATE (Y)	TOTAL (X*Y)
16	Rental Charges for Casing Collar Locator(CCL) Services tool	DAY RATE	124		C16
17	Rental Charges for Shooting Gamma Ray Services tool	DAY RATE	124		C17
18	Rental Charges for Tubing, Drill Pipe, Casing cutting & Drill collar severing services tool	DAY RATE	124		C18
19	Rental Charges for Tubing Puncture Services for 2.7/8" tubing to 5" OD D/pipe tool	DAY RATE	124		C19
20	Rental Charges for Shear Sonic Imager Services tool	DAY RATE	124		C20
D	m., av., papa ===	MCC-			
	TAL CHARGES FOR ADDITION		10		001
21	Rental Charges for Borehole Seismic services both for open hole and cased hole tool (Additional tool on call out basis)	DAY RATE	10		C21
22	Rental Charges for high resolution bore hole images using micro electric arrays tool (Additional tool on call out basis)	DAY RATE	10		C22
23	Rental Charges for Dynamic formation testing services (MDT/RDT or equivalent) with Pump out module and Fluid Analyzer tool (Additional tool on call out basis)	DAY RATE	10		C23
24	Rental Charges for Acoustic scanning tool for cement evaluation and pipe inspection tool (Additional tool on call out basis)	DAY RATE	10		C24
REN'	TAL CHARGES FOR OPTIONA	L TOOL:			
25	Rental Charges for Nuclear Magnetic Resonance Logging Services + GR tool	DAY RATE	5		C25
26	(Optional) Rental Charges for	DAY RATE	5		C26
40	Rental Charges for	שוו ועוד	J		020

	Through tubing reservoir			
	monitoring tool [Optional]			
27	Rental Charges for	DAY RAT	E 5	C27
	Through Tubing Cement			
	Dump Bailer for 7" Liner			
	tool [Optional]			
28	Rental Charges for	DAY RAT	E 5	C28
	Through tubing CBL tool			
	[Optional]			
29	Rental Charges for Cased	DAY RAT	E 5	C29
	Hole Formation Resistivity	Dill luii		023
	Tool [CHFR][Optional]			
	1001 [CHFK][Optional]			
T 00	INVERDED A MICH CITA DODG.			
	INTERPETATION CHARGES:	DDD	4500	600
30	Basic log Interpretation viz.	PER	4520	C30
	ULTRA or ELAN Plus or	METER		
	equivalent.			
31	Borehole Seismic Services	LEVEL	200	C31
	(VSP) in open hole, 100			
	levels per job.			
	[Additional Tool]			
32		PER	3000	C32
34	Shear-Sonic Imager using	METER	3000	C32
00	dipole sources +GR		1500	
33	High Resolution Borehole	PER	1500	C33
	Imaging using Micro-	METER		
	electric Arrays for both			
	structural and			
	Stratigraphic			
	Interpretation [Additional			
	Tool]			
34	Nuclear Magnetic	PER	1500	C34
5-7		METER	1500	C3+
	Resonance Logging	MILLIFIX		
	Services + GR (MRIL Prime			
	or equivalent)[Optional]			
35	Through Tubing Reservoir	PER	1500	C35
	Monitoring Services	METER		
	[Optional]			
36	Acoustic Scanning Tool for	PER	3000	C36
	Cement Evaluation & Pipe	METER		
	Inspection + GR			
	_			
	(USIT/CAST-V or			
	equivalent). [Additional			
	Tool]			
37	Dynamic Formation	PER	4000	C37
	Testing Services	METER		
	(MDT/RDT or equivalent)			
	with Pump Out Module			
	and Fluid Analyzer based			
	on resistivity. [Additional			
	Tool			
ТОТА	AL TANGIBLE COST, TAN=SUM	IC1 TO C3	71:	
		101 10 00	- 1.	

(V) OPERATION SPREAD RATE: (OSR)"

SL	PARTICULARS	UNIT	QTY	RATE	TOTAL
NO			(X)	(Y)	(X * Y)
1	Operational spread rate for Logging Unit	DAY	40		D1
2	Operational spread rate for Logging Engineer	DAY	40		D2
3	Operational spread rate for Logging Operator	DAY	40		D3
4	Operational spread rate for Logging Crew	DAY	40		D4
OPE	RATING SPREAD RATE FOR	STANDARD	TOOLS:		
5	Operational spread rate for Dual latero log (deep & medium focussed resistivity) services with spontaneous potential tool	DAY	10		D5
6	Operational spread rate for Invaded zone resistivity services tool	DAY	10		D6
7	Operational spread rate for Dual spaced compensated neutron services	DAY	10		D7
8	Operational spread rate for Formation density and photo-electric absorption cross-section services	DAY	10		D8
9	Operational spread rate for Natural Gamma ray services tool	DAY	10		D9
10	Operational spread rate for Percussion type side wall core sampling services tool	DAY	8		D10
11	Operational spread rate for Gamma Ray Positioning Services tool	DAY	8		D11
12	Operational spread rate for Stuck up Detection and Back-off Services tool	DAY	10		D12
13	Operational spread rate for Cement Bond evaluation services tool	DAY	6		D13
14	Operational spread rate for Downhole Tension service tool	DAY	20		D14
15	Operational spread rate for Bridge plug Setting tool	DAY	8		D15
16	Operational spread rate for Retainer Packer Setting tool	DAY	8		D16
17	Operational spread rate for	DAY	8		D17

	Junk Basket tool			
18	Operational spread rate for Through Tubing Perforation tool for both standard and deep penetration tool	DAY	10	D18
19	Operational spread rate for Casing Collar Locator(CCL) Services tool	DAY	10	D19
20	Operational spread rate for Shooting Gamma Ray Services tool	DAY	10	D20
21	Operational spread rate for Tubing, Drill Pipe, Casing cutting & Drill collar severing services tool	DAY	8	D21
22	Operational spread rate for Tubing Puncture Services for 2.7/8" tubing to 5" OD D/pipe tool	DAY	8	D22
23	Operational spread rate for Shear Sonic Imager Services tool	DAY	6	D23
OPE	RATIONAL SPREAD RATE FO	R ADDITON	AL TOOL:	
24	Operational spread rate for Borehole Seismic services both for open hole and cased hole tool (Additional tool on call out basis)		4	D24
25	Operational spread rate for high resolution bore hole images using micro electric arrays tool (Additional tool on call out basis)	DAY RATE	4	D25
26	Operational spread rate for Dynamic formation testing services (MDT/RDT or equivalent) with Pump out module and Fluid Analyzer tool (Additional tool on call out basis)	DAY RATE	4	D26
27	Operational spread rate for Acoustic scanning tool for cement evaluation and pipe inspection tool (Additional tool on call out basis)	DAY RATE	4	D27
OPE	RATIONAL SPREAD RATE FO	R OPTIONA	L TOOL:	
28	Operational spread rate for Nuclear Magnetic Resonance Logging Services + GR tool (Optional)	DAY RATE	4	D28
29	Operational spread rate for	DAY RATE	4	D29

	monitoring tool [Optional]				
30	Operational spread rate for	DAY RATE	4		D30
	Through Tubing Cement	DITI IUIID	'		200
	Dump Bailer for 7" Liner				
	tool [Optional]				
31	Operational spread rate for	DAY RATE	2		D31
	Through tubing CBL tool	Dill Rill			201
	[Optional]				
32	Operational spread rate for	DAY RATE	2		D32
	Cased Hole Formation	2111 10112	_		
	Resistivity Tool				
	[CHFR][Optional]				
	To Make and				
OPE	RATION SPREAD RATE FOR	DEPTH :			
33	Depth Charge per meter for	METER	50000		D33
	tool combination per run				
34	Survey Charges per meter	METER	55000		D34
	for tool combination per				
	survey interval, with no				
	extra charges for multiple				
	passes up and/or down				
	over same interval				
	Shot/ Test/Sample or Leve		plicable	e per shot,	
	test, sample or level perfor				
35	VSP	LEVEL	200		D35
36	SWC	NUMBER	100		D36
37	2 1/8 " Perforation Shot	NUMBER	600		D37
38	String Shot	NUMBER	10		D38
39	Sample [MDT]	NUMBER	10		D39
40	Flat Charges per operation	LUMPSUM	40		D40
	or per run basis for plug				
	setting, per flow rate, third				
	party conveyance etc.				
TOT	AL OPERATION SPREAD RAT	`E, OSR=SUI	M (D1 T0	O D40):	

(VI) STANDBY SPREAD RATE: (SSR):

SL NO	PARTICULARS	UNIT	QTY (X)	RATE (Y)	TOTAL (X * Y)
1	Standby spread rate for Logging Engineer	DAY	84		E 1
2	Standby spread rate for Logging Operator	DAY	84		E2
3	Standby spread rate for Logging Crew	DAY	84		E3
TOT	AL STANDBY SPREAD RATE,				

NOTES:

1.0 SSR shall be payable for Contractor's personnel for 2 days prior and 2 days after completion of each job, which includes travel time.

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- 2.0 Only one rate shall be payable either OSR or SSR to Contractor's personnel when they are at the well site.
- 3.0 BIDDERS TO QUOTE FOR ALL THE ITEMS INCLUDING CALL OUT AND OPTIONAL ITEMS MENTIONED ABOVE WHICH WILL BE CONSIDERD FOR EVALUATION.

TOTAL EVALUATED COST OF WRELINE LOGGING SERVICE FOR 2(TWO) WELLS FOR COMPARISON WILL BE EVALUATED AS GIVEN BELOW:

TOTAL EVALUATED CONTRACT COST (for two wells): Z

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

Where,

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

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

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

(iv) **S**: Total Tangible Cost, (TAN)

(v) **T**: Total cost from Operational Day Rate, (OSR)

(vi) **U**: Total cost from Standby Day Rate, (SSR)

(vii) **Z**: Total Estimated Contract Cost for 2(two) wells

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

Notes:

- 1. It is the single point responsibility of the contractor to clear the material from custom authority of Gabon, transportation to the well site, storage of all required consumables at their cost. As the items are eligible for import with NIL Custom Duty, Company will assist in providing necessary documents as required in this regard. However service charge etc, if any will be to Contractor's account. Bidder to quote accordingly considering the above.
- 2. There may arise requirements of additional services depending on any decision taken on the basis of any scientific or operational consideration and may not be listed in the above services. Oil India Limited may ask for such services, and the schedule of rates shall be as per mutually agreed rate with the service provider.
- 3. Bidders may refer Part-3, Section-IV of this tender for proper bidding of the rates.
- 4. The line items indicated above are given for commercial evaluation only which are purely tentative and may fluctuate. Payment to Contractor shall be made on actual basis.
- 5. Bidder is to declare the detail information as requested vide **Proforma-A** against each of the items to be imported along with the Price Bid.

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- 6. No other charge payable to the Contractor 'Job-Wise' or 'Job-Nature' wise.
- 7. Rates and charges shall be fully inclusive of all applicable taxes, costs, insurance cost, expenses, overheads and profit arising out of services, personnel and equipment but excluding CSS and TVA. However, OIL under exploration phase is exempted from paying of TVA. OIL will provide TVA exemption certificate against each invoice.
- 8. CSS, if applicable shall be paid extra by company against each invoice.
- 9. Rates shall clearly indicate the item is single tool or group tool.
- 10. Bidder may quote additional tools, equipment other than as mentioned in priced schedule (if feel necessary for the operation) with all cost up to well site. OIL reserves the right to consider these items in the event of contract. However, these items will not be considered for cost comparison.
- 11. The above Price schedule shall be read in conjunction with General Conditions of Contract, Scope of Work/Technical Specification, and Instructions to Bidders of this Bid document.

END OF SECTION-IV

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SECTION-V

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

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

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- 8) Any compensation arising out of the job carried out by the Contractor whether related to pollution, Safety or Health will be paid by the contractor only.
- 9) Any compensation arising due to accident of the Contractor's personnel while carrying out the job, will be payable by the contractor.
- 10) The contractor shall have to report all incidents including near miss to company representative of OIL.
- 11) The contractor has to keep a register of the persons employed by him/her. The contractor's supervisor shall take and maintain attendance of his men every day for the work, punctually.
- 12) If the company arranges any safety class/training for the working personnel at site (company employee, contractor worker, etc.) the contractor will not have any objection to any such training.
- 13) To arrange daily tool box meeting and regular site safety meetings and maintain records and submit the same to OIL.
- 14) Records of daily attendance, accident report etc. are to be maintained by the contractor.
- 15) A contractor employee must, while at work, take reasonable care for the health and safety of people who are at the employee's place of work and who may be affected by the employee's act or omissions at work.
- 16) A contractor employee must, while at work, cooperate with his or her employer or other persons as far as is necessary to enable compliance with any requirement under the act or the regulations that is imposed in the interest of health, safety and welfare of the employee or any other person.
- 17) In case Contractor is found non-compliant of HSE laws as required, company will have the right for directing the contractor to take action to comply with the requirements, and for further non-compliance, the contractor may be penalized prevailing relevant Acts/ Rules/Regulations.
- 18) When there is a significant risk to health, environment or safety of a person or place arising because of a non-compliance of HSE Measures, Company will have the right to direct the contractor to cease work until the non-compliance is corrected.
- 19) Special precautions must be taken by the contractor for all its personnel to protect them from any disease/ epidemic as known or prevalent in the country/area. All vaccinations, immunization procedures against these diseases must be maintained as per local law.

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- 20) As the place of work is in the forest area, any conflict or danger/damage from and to the animal/forest dwellers must be prevented with special care and to follow QHSE procedures.
- 21) The contractor should prevent the frequent change of his contractual employees as far as practicable.
- 22) The contractor should frame a mutually agreed bridging document between OIL & the contractor with roles and responsibilities clearly defined.
- 23) For any HSE matters not specified in the contract document, the contractor will abide the relevant and prevailing Acts/rules/regulations/pertaining to Health, Safety and Environment and as described in the Environmental Impact Assessment (EIA) report which is available at the Office of the Gabon-Project, OIL INDIA LTD.

END OF SECTION-V

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ANNEXURE-I

PROFORMA FOR BIO DATA OF KEY PERSONNEL

1. NAME:

2. PRESENT ADDRESS:

AFFIX A PASSPORT SIZE PHOTOGRAPH

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

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

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

TENDER NO: OIL/GABON/ENQ-WLL/57/2020

Detail Experience in providing Wireline Logging Services during last 7 (seven) years preceding the original bid closing date.

SI. No.	Contract No.	Name & Contact details of Client	Place of operation	Depth of wells	problem, if any	Commen- cement of contract	Completion of contract
1							
2							
3							
4							
5							_

N.B: Please add rows as requir	ed.
--------------------------------	-----

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

SI. No.	Contract No.	Name & Contact details of Client	Place of operation	Depth of wells	problem, if any	Commen- cement of contract	Completion of contract
1							
2							
3							
4							

N.B: Please add rows as required.

Tender No: OIL/GABON/ENQ-WLL/57/2020 Page 108 of 149

CERTIFICATE OF ANNUAL TURNOVER & NET WORTH

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

TO WHOM IT MAY CONCERN

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

Signature

Tender No: OIL/GABON/ENQ-WLL/57/2020 Page 109 of 149

ANNEXURE-IV

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

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

TO,

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

Sub: Undertaking for Balance sheet/Financial Statements

Ref: TENDER NO: OIL/GABON/ENQ-WLL/57/2020

This is to certify that "the balance sheet as on (Dated) / Financial
Statements" for the financial year/current year ended on
(Dated) of (Name of the Company) for the
financial year (as the case may be) has not been audited so far.
Yours faithfully,
For (type name of the firm here)
Signature of Authorised Signatory
Name :
Designation:
Phone No. :
Place :
Date :
(Affix Seal of the Organization here, if applicable)

Tender No: OIL/GABON/ENQ-WLL/57/2020 Page 110 of 149

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

Format of undertaking by Bidders towards submission of authentic information/documents

Ref. No	Date
Sub: Undertaking of authenticity of information	nation/documents submitted
Ref: TENDER NO: OIL/GABON/ENQ-WLL/	57/2020
To,	
THE GENERAL MANAGER-GABON OIL INDIA LIMITED, GABON PROJECT, LA SABLIERE, LIBREVILLE, BP:23134, GA	ABON
Sir,	
With reference to our quotation against y undertake that no fraudulent information/d	•
We take full responsibility for the submission against the above cited bid.	n of authentic information/documents
We also agree that, during any stage of the to of the information/documents submit false/forged/fraudulent, OIL has right to forfeiture of our EMD and/or PBG and/or carry out any other penal action on us, as defined the stage of the total control of the penal action on us, as defined as the stage of the total control of th	ted by us are found to be reject our bid at any stage including cancel the award of contract and/or
Yours faithfully,	

Signature of Authorised Signatory

For (type name of the firm here)

Name : Designation : Phone No. : Place :

Date :

(Affix Seal of the Organization here)

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

Ref. No	Date

Sub: Undertaking for Mobilization of entire Wireline Logging Unit with tools & equipment including manpower and consumables etc

Ref: TENDER NO: OIL/GABON/ENQ-WLL/57/2020

To.

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

Sir,

With reference to our offer against above-referred tender, we hereby confirm that the entire **Wireline Logging Unit with tools & equipment including manpower and consumables etc** will be mobilized within **90(Ninety) days** at first drilling location of Oil India Limited, Gabon from the date of issue of Mobilization Notice.

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

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

Signature of Authorised Signatory

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

(Affix Seal of the Organization here)

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

Ref. No	Date
KCI. IVO	Date

Sub: Undertaking for Key Personnel with requisite qualification & experience

for deployment in the event of an Agreement/Contract

Ref: TENDER NO: OIL/GABON/ENQ-WLL/57/2020

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

Sir,

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

We also agree that, in case any of the information/documents submitted by us are found to be false/ inconsistent, OIL has right to reject our bid at any stage and/or cancel the award of contract and/or carry out any other penal action on us, as deemed fit.

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

Signature of Authorised Signatory

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

(Affix Seal of the Organization here, if applicable)

Evaluation Sheet for BEC-BRC COMPLIANCE MATRIX For TENDER NO: OIL/GABON/ENQ-WLL/57/2020

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

BEC	DESCRIPTION	Bidders	BIDDER	to
Clause		Remarks		the
No.		Complied/		age
		Not	•	reir
		Complied	Bid	(for
		against	supporting	
		each	Document, e	etc),
		Clause /	corresponding	g to
		Sub-Clause	each clause.	
	The bid should be complete covering all the Scope of Work laid down in			
	tender document and should conform to the Technical specifications			
	indicated in the bid documents, duly supported with technical			
	catalogues/ literatures. Bids will be rejected in case services offered do			
	not conform to the required parameters stipulated in the technical			
	Specifications. Notwithstanding the general conformity of the bids to the			
	stipulated specifications, the following mandatory requirements will have			
	to be particularly met by the Bidders without which the same will be			
	considered as non-responsive and rejected.			
1.0	The Bidder must meet the following criteria failing which the bid/offer			
	shall be rejected			
1.1	Experience of Bidder/Service provider: The Bidder shall have the			

experience of providing at least one(1)Wire Line Logging Service for minimum two(2) numbers of exploratory wells including deployment of requisite manpower, equipment to any E&P Company or its service providers for drilling wells in previous 07 (seven) years to be reckoned from original bid closing date OR Submit documentary evidence of carrying out jobs/works listed as logging programme(As per Table-6 of Part-3, Section-III of SOW/Technical Reference) in minimum 2(Two) wells having minimum depth of 3000m. 1.2 Experience of Logging Engineer: The personnel to be provided for carrying out Wireline logging, perforation and other associated operation must be competent, qualified and trained in specific line of operation. The bidder will be required to provide the logging Engineer(s) with relevant
requisite manpower, equipment to any E&P Company or its service providers for drilling wells in previous 07 (seven) years to be reckoned from original bid closing date OR Submit documentary evidence of carrying out jobs/works listed as logging programme(As per Table-6 of Part-3, Section-III of SOW/Technical Reference) in minimum 2(Two) wells having minimum depth of 3000m. 1.2 Experience of Logging Engineer: The personnel to be provided for carrying out Wireline logging, perforation and other associated operation must be competent, qualified and trained in specific line of operation. The bidder will be required to provide the logging Engineer(s) with relevant
providers for drilling wells in previous 07 (seven) years to be reckoned from original bid closing date OR Submit documentary evidence of carrying out jobs/works listed as logging programme(As per Table-6 of Part-3, Section-III of SOW/Technical Reference) in minimum 2(Two) wells having minimum depth of 3000m. 1.2 Experience of Logging Engineer: The personnel to be provided for carrying out Wireline logging, perforation and other associated operation must be competent, qualified and trained in specific line of operation. The bidder will be required to provide the logging Engineer(s) with relevant
from original bid closing date OR Submit documentary evidence of carrying out jobs/works listed as logging programme(As per Table-6 of Part-3, Section-III of SOW/Technical Reference) in minimum 2(Two) wells having minimum depth of 3000m. 1.2 Experience of Logging Engineer: The personnel to be provided for carrying out Wireline logging, perforation and other associated operation must be competent, qualified and trained in specific line of operation. The bidder will be required to provide the logging Engineer(s) with relevant
from original bid closing date OR Submit documentary evidence of carrying out jobs/works listed as logging programme(As per Table-6 of Part-3, Section-III of SOW/Technical Reference) in minimum 2(Two) wells having minimum depth of 3000m. 1.2 Experience of Logging Engineer: The personnel to be provided for carrying out Wireline logging, perforation and other associated operation must be competent, qualified and trained in specific line of operation. The bidder will be required to provide the logging Engineer(s) with relevant
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having minimum depth of 3000m. 1.2 Experience of Logging Engineer : The personnel to be provided for carrying out Wireline logging, perforation and other associated operation must be competent, qualified and trained in specific line of operation. The bidder will be required to provide the logging Engineer(s) with relevant
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bidder will be required to provide the logging Engineer(s) with relevant
Lorroomena at management of Tribneal reconst to accompanie and the Management
experience of minimum 3(Three) years for carrying out the Wireline
Logging, perforation and related services to be reckoned from the original
bid closing date.
1.3 The Vendor/Contractor/ Service Provider should be in a position to
complete mobilization of their resources at site to take up the assignment
in the event of a contract within Ninety (90) days from the date of issue of
Mobilization Notice by Company. Vendor/Contractor/ Service Provider is
required to submit a declaration in this regard.
1.4 Bids must meet the technical requirements as mentioned in the Scope of
Work /Terms of Reference/Technical Specification (Section-II) of the
bidding document.
1.5 The unit must be a State of the Art (latest version of Full Maxis 500,
(i) LOGIQ, ECLIPS or equivalent or higher) capable of running all the tools
and services under the Contract. Down-hole tools must be of recent
generation. Down hole tools should have down-hole digitization, wherever
applicable.
1.5 All Tools, Equipment and Unit required for the services should be of latest
(ii) version and should not be more than 10 (ten) years old as on original
bid closing date.
1.5 The Logging Unit offered must be truck-mounted integrated logging
(iii) unit, capable of running all the Services of each category.
1.6 A job executed by a Bidder for its own organization/subsidiary will not be

	considered as experience for the purpose of meeting the Bid Evaluation	
	Criteria (BEC).	
2.0	The bidder shall have Annual financial turnover of minimum US\$ 1	
(i)	054 000 (US Dollar One Million Fifty Four Thousand) during any of the	
	preceding 03 (three) financial/accounting years reckoned from the	
	original bid closing date.	
2.0	Net worth of bidder must be positive for preceding financial/accounting	
(ii)	year.	
2.0	Considering the time required for preparation of Financial Statements, if	
(iii)	the last date of preceding financial / accounting year falls within the	
, ,	preceding six months reckoned from the original bid closing date and the	
	Financial Statements of the preceding financial / accounting year are not	
	available with the bidder, then the financial turnover of the previous three	
	financial / accounting years excluding the preceding financial /	
	accounting year will be considered. In such cases, the Net worth of the	
	previous financial / accounting year excluding the preceding financial /	
	accounting year will be considered. However, the bidder has to submit an	
	affidavit/undertaking as per Annexure-IV certifying that the balance	
	sheet/Financial Statements for the financial year 20 (as the case	
	may be) has actually not been audited so far.	
	may be mad actually not been addited to lar.	
	NOTES:	
	For proof of Annual Turnover & Net worth any one of the following	
	documents must be submitted along with the bid:	
	(i) A certificate issued by a practicing Chartered/Cost Accountant	
	(with Membership Number and Firm Registration Number), certifying the	
	Annual turnover & Net worth as per format prescribed in ANNEXURE-V .	
	OR	
	(ii) Audited Balance Sheet along with Profit & Loss account. In case of	
	foreign bidders, self-attested/digitally signed printed published accounts	
	are also acceptable.	
2.0	In case the audited Balance sheet and Profit Loss Account along with the	
(iv)	bid are in currencies other than US\$, the bidder shall have to convert the	

2.0 (v)	figures in equivalent US\$ considering the prevailing conversion rate on the date on which the Audited Balance sheet and Profit and Loss Account is signed. A CA/CPA Certificate is to be submitted by the bidder regarding converted figures in equivalent US\$. Else, the Audited Balance Sheet and Profit & Loss Account shall be evaluated by considering the Exchange rate declared by ONADA Exchange Rates in Gabon (on the date on which the Audited Balance Sheet and Profit & Loss Account is signed) for conversion to US\$. In case the bidder is a subsidiary company (should be a 100% subsidiary of the parent/ultimate parent/holding company) who does not meet financial criteria by itself and submits bid based on the financial strength of its parent/ultimate parent/holding company, then following documents need to be submitted along with the technical bid:	
	 a) Audited Balance Sheet and Profit Loss Account of the parent/ultimate parent/ holding company. b) Corporate Guarantee of parent/ultimate parent/Holding company (as per format enclosed as Proforma-J by the authorized officials. c) The bidder is a 100% subsidiary company of the parent/ultimate/holding parent company. d) Documents proving that Net worth of the parent/ultimate parent company are positive for the accounting year preceding the bid closing date". 	
3.0	BIDS FROM CONSORTIUM: In case, the bidder is consortium of companies, the following requirement should be satisfied by the bidder:	
3.0 (a)	The Leader of the consortium should satisfy the minimum experience requirement as per clause No.1.1 to 1.6 , above. However, at least any one of the consortium members individually shall have to meet the Annual financial turnover criteria mentioned in Clause No. 2.0 , above and the other members of Consortium should meet minimum US\$ 527000 (US Dollar Five Hundred Twenty Seven Thousand) turnover by each member.	
3.0 (b)	Consortium bids shall be submitted with a Memorandum of Understanding between the consortium members duly executed by the	

	,	
3.0	authorized Executives of the consortium members must accompany the bid which should clearly defining the role/scope of work of each partner/member and should clearly define the leader of consortium. Memorandum of Understanding (MOU) must also state that all the members of consortium shall be jointly and severally responsible for discharging all obligations under the Contract. However, the Leader of the Consortium must submit an undertaking along with the technical bid towards unconditional acceptance of full responsibility for executing the 'Scope of Work' of this bid document. In case of award, such MOU shall be kept valid through the entire contract period, including extensions, if any. The following provisions should also be incorporated in the MOU executed by the members of the Consortium:	
(b)	behalf of the consortium. The other members of the Consortium shall	
(i)	ratify all the acts and decisions of the Leader of Consortium, which are	
	taken in connection with and/or during the evaluation of the tender and	
2.0	execution of the contract.	
3.0	The leader of the consortium on behalf of the consortium shall coordinate	
(b)	with OIL during the period the bid is under evaluation as well as during the execution of works in the event contract is awarded and he shall also	
(ii)		
	be responsible for resolving dispute/ misunderstanding/undefined activities, if any, amongst all the consortium members.	
3.0	Any correspondence exchanged with the leader of consortium shall be	
(b)	binding on all the consortium/joint venture members.	
(iii)	oniums on an the consoluum/joint venture members.	
3.0	Payment shall be made by OIL only to the leader of the consortium	
(b)	towards fulfilment of contract obligations.	
(iv)	is the designation of contract congations.	
3.0	In case of Consortium bids, the bid shall be signed by the leader of	
(b)	Consortium. The Power of Attorney from each member authorizing the	
(v)	leader for signing and submission of Bid on behalf of individual member	
	must accompany the Bid offer.	
3.0	Documents/details pertaining to qualification of bidder of document	
(b)	attached with the bidding documents must be furnished by each	

*	
the contract to be signed by the members of the consortium and the	
liability of each one of them shall be jointly and severely.	
Members of the consortium are not allowed to quote	
separately/independently against this tender. All the bids received in	
such case will be summarily rejected. Further, all bids from parties with	
technical support from the same Principal will be rejected.	
Bids from 100% subsidiary: Bids of those bidders, who themselves do	
not meet the experience criteria as stipulated in the tender, can also be	
considered provided the bidder is a 100% subsidiary company of the	
parent company which itself meets the experience criteria. In such case,	
as the subsidiary company is dependent upon the experience of the	
parent company with a view to ensure commitment and involvement	
of the parent company for successful execution of the contract, the	
participating bidder should enclose an agreement (as per format enclosed	
vide Proforma-K) between the parent company and the subsidiary	
company and Corporate Guarantee (as per format enclosed vide Proforma-	
L) from the parent company to OIL for fulfilling the obligation under the	
COMMERCIAL CRITERIA:	
Bids shall be submitted under single stage two Bid systems i.e. Technical	
<u> </u>	
· · · · · · · · · · · · · · · · · · ·	
3, •	
,	
	Members of the consortium are not allowed to quote separately/independently against this tender. All the bids received in such case will be summarily rejected. Further, all bids from parties with technical support from the same Principal will be rejected. Bids from 100% subsidiary: Bids of those bidders, who themselves do not meet the experience criteria as stipulated in the tender, can also be considered provided the bidder is a 100% subsidiary company of the parent company which itself meets the experience criteria. In such case, as the subsidiary company is dependent upon the experience of the parent company with a view to ensure commitment and involvement of the parent company for successful execution of the contract, the participating bidder should enclose an agreement (as per format enclosed vide Proforma-K) between the parent company and the subsidiary company and Corporate Guarantee (as per format enclosed vide Proforma-L) from the parent company to OIL for fulfilling the obligation under the contract, along with the technical bid.

	(i.e. less than 120 days from the schedule closing date) will be rejected as	
	being non-responsive.	
5.0	Note: In case of extension of Bid Opening Date, bid validity should be	
(2)	extended suitably by the bidder, as and when advice by OIL.	
Note:		
5.0	Bidders must quote rates clearly and strictly in accordance with the price	
(3)	schedule outlined in PRICE BID FORMAT as per Proforma-B , and submit	
	the same separately in a sealed envelope/packet otherwise the Bid will be	
	summarily rejected.	
5.0	Bidder shall offer firm prices. Price quoted by the successful bidder must	
(4)	remain firm during the execution of the contract and not subject to	
	variation on any account.	
5.0	Bids submitted after the Bid Closing Date and Time will be rejected.	
(5)		
5.0	Bids received through the physical submission in sealed envelope as	
(6)	mentioned in ITB shall only be accepted. Bids received in any other	
	form shall not be accepted.	
5.0	Any document(s) wherever called for, and submitted by bidders, shall be	
(7)	legible, contain no interlineations, white fluid erasures or overwriting	
	except as necessary to correct errors made by the Bidder, in which case	
	such correction shall be initialled by the authorized person or persons	
	who has/have signed the Bid.	
5.0	Bids shall be typed or written in indelible ink and shall be signed by the	
(8)	bidder or his authorized representative.	
5.0	Any Bid containing false statement will be rejected.	
(9)		
5.0	There should not be any indication of price/rates in the Technical	
(10)	Bid. A bid will be straightway rejected if price/rate is given in the	
	Technical Bid.	
5.0	Bid documents are non-transferable. Bid can only be submitted in the	
(11)	name of the bidder in whose name the bid documents have been issued.	
	Unsolicited bids will not be considered and will be straightway rejected.	
5.0	Bidders shall quote directly and not through their	
(12)	Agent/Representative/Retainer/Associate in Gabon. Bids submitted by	

	Gabonese Agent/Representative/Retainer/Associate on behalf of their foreign principals will not be considered and will be rejected straightway. One Gabonese Agent/Representative/Retainer/Associate cannot represent more than one foreign principal.	
5.0 (13)	Bidders must accept and comply with the following provisions as given in the tender document in toto. Deviations to such provisions shall make the bid liable for rejection. (i) Firm price (ii) Liquidated Damage and Penalty Clauses (iii) Performance bank guarantee / Security deposit clause (iv) Arbitration / Resolution of Dispute clause (v) Acceptance of Jurisdiction and Applicable law (vi) Termination clause (vii) Force Majeure cause (viii) Tax Liabilities clause (ix) Insurance clause	
6.0	(x) Safety & Labour Laws DOCUMENTS:	
	Bidders must furnish documentary evidences in support of fulfilling all the above requirement with their technical bid as under, failing which the bid/offer will be rejected:	
6.0	Rendering Wire line Logging Service experience: Documents relating to	
(1)	the Logging Unit identified for deployment in the event of contract, along with brief technical specifications of the unit, tools and equipment& data acquisition system etc with relevant photographs (if any) must be furnished to fulfil Clause No. 1.5 (i) to (iii), above.	
6.0 (2)	Vintage of the offered Logging Unit: Necessary certificate from OEM must be furnished to substantiate the age of the unit & tools as per Clause No. 1.5(i) to (iii), above. Or,	
	An undertaking should be submitted by the bidder/service provider that the proposed unit, tools and equipment were manufactured within 10 (ten) years from the original bid closing date of the tender along with documentary proof.	

6.0 (3)	Bidder must submit necessary documentary evidences as noted below in support of the experience under the clause No. 1.1, above:	
	Wireline Logging service experience of bidder: Statement to be furnished by bidder in a tabular form as per ANNEXURE-II along with following documents for proof of experience: (i) Copies of contracts/work orders [with brief Scope of work,	
	Number of wells & Contract duration showing detail address (es) of client(s)]	
	AND	
	(ii) Completion Certificates/Payment certificates/Performance	
	Report/Release of final payment issued by the clients for the above corresponding contracts.	
	(iii) Any other documentary evidence that can substantiate their	
	claim towards 3(three) years experience cited above in support of	
	providing Wireline logging services.	
6.0	An undertaking to provide qualified experienced personnel to carry out the	
(4)	jobs as per scope of work along with the technical bid as per ANNEXURE-	
	<u>VII</u> . Individual Bio-data/ Resume of the personnel to be furnished along	
	with the bid for proof of carrying out the Wireline logging, perforation and	
	related service as per clause no. 1.2, above.	
6.0	An undertaking vide ANNEXURE-VI to complete mobilization of resources	
(5)	including manpower at site to take up the assignment in the event of a	
	contract within 90(Ninety) days from the date of issue of Mobilization	
6.0	Notice by the Company. Financial Turnover: Copy of audited Balance sheets/Profit & Loss	
(6)	Accounts etc. for the last 3(three) accounting years or a certificate issued	
(0)	by a practicing Chartered/Cost Accountant (with Membership Number	
	and Firm Registration Number), certifying the Annual turnover & Net	
	worth as per format prescribed in ANNEXURE-III .	
6.0	Bidder while submitting the documents in support of their experience vide	
(7)	Clause Nos.1.0 above shall also submit details of experience and past	
, ,	performance of Leader of the consortium (in case of Consortium bid) on	
	works/jobs done of similar nature in the past along with the technical	

	,	
	bid. Also, details of current work in hand and other contractual	
	commitments of the bidder (indicating areas and clients) are to be	
	submitted along with documentary experience in the technical bid in	
	support of the experience laid down in Clause No. 1.1 to 1.2, above.	
6.0	All Certificates and documentary evidences required to be submitted in	
NOTES	support of clause 6.0 from Sl. Nos.(1) to (8) above, should be clearly	
: (a)	legible and in the English language. If any certificate is submitted in a	
	language other than English language, the same should be translated to	
	English by a certified translator and submitted along with the bid.	
	Illegible and incomplete certificates or documents or without English	
	translation will not be considered for evaluation.	
6.0	(b) Oil India Limited (OIL) reserves the right to contact the Client(s)	
NOTES	referred by the Bidder for authentication of the documents submitted by	
: (b)	the Bidder. OIL may contact the clients/operators under intimation/copy	
• (5)	to the respective Bidder. OIL will not be responsible for Client(s) not	
	conforming or not replying to OIL's request for information. If OIL does	
	not get an affirmative response within the stipulated time, then such	
	Bidder's technical bid will be considered as non-responsive and shall be	
	_	
	rejected in such case. It will be the responsibility of the Bidder to take up	
	the matter with his Client(s) and arrange for the confirmation as desired	
7.0	by OIL.	
7.0	GENERAL CRITERIA:	
7.0	To ascertain the substantial responsiveness of the bid the Company	
(a)	reserves the right to ask the bidder for clarification in respect of clauses	
	covered under BEC/BRC also and such clarifications fulfilling the	
	BEC/BRC clauses in toto must be received on or before the deadline given	
	by the company, failing which the offer will be evaluated based on the	
	submission. However, mere submission of such clarification shall not	
	make the offer responsive, unless Company is satisfied with the	
	substantial responsiveness of the offer.	
7.0	If any of the clauses in the BEC/BRC contradicts with other clauses of	
(b)	bidding document elsewhere, the clauses in the BEC/BRC shall prevail.	
7.0	In case bidder takes exception to any clause of bidding document not	
(c)	covered under BEC/BRC, then the Company has the discretion to load or	

	reject the offer on account of such exception if the bidder does not	
	withdraw / modify the deviation when / as advised by company. The	
	loading so done by the Company will be final and binding on the bidders.	
	No deviation will however be accepted in the clauses covered under	
	BEC/BRC.	
7.0	Submission of Forged Documents: Bidders should note that Company	
(d)	(OIL) may verify authenticity of all the documents /certificates /	
	information submitted by the bidder(s) against the tender. In case at any	
	stage of tendering process or Contract execution etc., if it is established	
	that bidder has submitted forged documents / certificates / information	
	towards fulfilment of any of the tender / contract conditions, Company	
	shall immediately reject the bid of such bidder(s) or cancel / terminate the	
	contract besides taking action as per OIL's Banning Policy dated 6th	
	January 2017, available in the OIL's website. Accordingly, service	
	provider/vendor to submit the Undertaking of authenticity of	
	information/documents submitted as per Annexure-VII.	
7.0	All certificates and documentary evidences required to be submitted in	
(e)	support of above clauses should be clearly legible and in English	
	language. If any certificate is submitted in a language other than English	
	language, the same should be translated to English by certified translator,	
	in which case, for purposes of interpretation of the bid, the translation	
	shall prevail. Illegible and incomplete certificates or documents will not be	
	considered for evaluation.	
7.0	Vendor/Contractor/Service Provider must agree to abide by the law of	
(f)	Gabon for all purposes.	
7.0	The originals, of the documents submitted by the bidder, shall have to be	
(g)	produced by the bidder(s) to OIL as and when asked for.	
7.0	For evaluation of Bids, the closing rate of exchange declared by OANDA	
(h)	Exchange Rate of Gabon on the day prior to bid opening will be taken into	
	account for conversion.	
7.0	Any exception/deviation to the tender must be spelt out by the bidder in	
(i)	their "Technical Bid" only. Any additional information/terms & conditions	
	furnished in sealed Price Bid will not be considered by OIL for	
	evaluation/award of contract. However, OIL INDIA LIMITED expects the	

	bidders to fully accept the terms and conditions of the bid document.	
8.0	EVALUATION CRITERIA: Techno-commercially Qualified Bids	
	conforming to the technical specifications, terms and conditions	
	stipulated in the bidding document and considered to be substantially responsive after subjecting to Bid Evaluation Criteria (BEC) shall be	
	considered for further evaluation as per the Evaluation Criteria given	
	below:	
8.0	The bidders must quote their Prices in the manner as called for vide Price	
(a)	Bid Format in Proforma-B	
8.0	If there is any discrepancy between the unit price and the total price, the	
(b)	unit price will prevail and the total price shall be corrected. Similarly, if	
	there is any discrepancy between words and figure, the amounts in words	
	shall prevail and will be adopted for evaluation.	
8.0	If bidders happen to be two or more in the same position, priority list will	
(c)	be prepared by drawing Lottery/Lots among the bidders within the same	
0.0	position.	
8.0	The rates towards Mobilization Charges and De-mobilization Charges will	
(d) 8.0	be restricted to the limit indicated against each as under:	
	Mobilization charges of Wireline Logging Service Package including manpower, Equipment, consumables etc shall not exceed 7.5% of the	
(d) (i)	total evaluated contract price for 2(Two) wells operations. However,	
(1)	mobilization charges if quoted in excess of 7.5% of the estimated total	
	contract cost, the excess amount shall be paid at the end of the contract.	
	However, the holding amount will not accrue any bank interest.	
8.0	Demobilization Charge of the Wireline Logging Service Package including	
(d)	manpower, Equipment, consumables (left-over) etc shall not be less than	
(ii)	5% of total contract value. In case, demobilization charge is less than	
	5% of the total estimated contract value, then the differential amount	
	shall be deducted from the contractor's bills and shall be paid at the end	
	of contract after completion of de-mobilization and re-export. However,	
	the holding amount will not accrue any bank interest.	
8.0	The Wireline Logging Service Package including manpower, Equipment,	
(e)	consumables etc under this tender shall be used in OIL's exploration	

	area in Gabon for which the items imported for the exploration activities	
	are exempted from customs duty. Hence, NIL rates have to consider for	
	Custom Duty. Bidders are requested to go through the rules &	
	regulations, procedures of Customs of Gabon prior to bidding to make	
	them fully aware and understand the Customs Rule.	
8.0	Note: The equipment/items/materials if imported in to Gabon on re-	
(e)	exportable basis for execution of this contract shall have to re-export after	
Note	completion of the assignment and should complete all required formalities	
	& documentation by the contractor/service provider. The	
	Contractor/service provider should arrange for re-export of all	
	items/equipment/materials within a specified period.	
8.0	The quantities shown against each item in the "Price Bid Format (i.e. in	
(f)	PROFORMA-B " shall be considered for the purpose of Bid Evaluation. It	
	is, however, to be clearly understood that the assumptions made in	
	respect of the number of days/ parameters for various operations are only	
	for the purpose of evaluation of the bid and the Contractor will be paid on	
	the basis of the actual number of days/parameter, as the case may be.	
8.0	To ascertain the inter-se-ranking, the comparison of the responsive bids	
(g)	will be made subject to loading for any deviation. Commercial Bids shall	
(0)	be evaluated taking into account the rates quoted in the PRICE BID	
	FORMAT as per PROFORMA-B .	
	TOTAL EVALUATED COST OF WRELINE LOGGING SERVICE FOR	
	2(TWO) WELLS FOR COMPARISON WILL BE EVALUATED AS GIVEN	
	BELOW:	
	TOTAL EVALUATED CONTRACT COST (for two wells): Z	
	$Z = P + R + Q + S + T^* + U^*$	
	Where,	
	(i) P : Total Mobilization Cost, (MOB)	
	(ii) R : Total Inter-Location Movement charge, (ILM)	
	(iii) Q : Total Demobilization Cost, (DMB)	

	(iv) S : Total Tangible Cost, (TAN) (v) T : Total cost from Operational Day Rate, (OSR)	
	(vi) U : Total cost from Standby Day Rate, (SSR) (vii) Z : Total Estimated Contract Cost for 2(two) wells	
	NOTES:	
	(i) The items for the services are as defined in Schedule of Rates (Part-3, Section -IV).	
	(ii) *Above OSR is Total OSR for 108 days. Similarly, above SSR for Total SSR for 31 days. The quantity mentioned above is for evaluation purpose only and to be paid on actual	
8.0	PREFERENCE FOR LOCAL COMPANIES : Local Gabonese companies are	
(h)	those companies legally constituted and duly established in Gabon, have	
	their headquarters in Gabonese territory and 51% of the capital is owned	
	by Gabonese nationals. Preference will be given to a Local Gabonese	
	company/entity, if the company is found to be techno-commercially	
	acceptable to the tender terms & conditions. The preference criteria	
	applicable is shown below:	
8.0	In case of participating by local Gabonese company with quoted price is	
(h)	within price band of L1+10%, such entity shall be considered for award of	
(a)	contract by bringing down their price to L1 price in a situation where L1	
	price is from someone other than a local Gabonese company. Here, L1 is	
0.0	lowest evaluated bid as per the bid evaluation criteria.	
8.0	In case of more than one such local company qualifying for 10%	
(h)	preference, the contract shall be awarded to lowest eligible local company	
(b)	amongst the local companies qualifying for 10% preference, subject to matching with originally L1 bidder.	
8.0	DOCUMENTATION REQUIRED TO BE SUBMITTED BY Local Gabonese	
(h)(c)	company:	
8.0	Copy of valid Municipality trade license (Fiche Circuit), Attestation	
(h)	CNSS(CNSS certificate), Attestation D'imposition(Taxation	
(c)	certificate), Attestation de Non Faillite(Certificate of non bankruptcy),	
(i)	Banque attestant de la capacite financiere(bank certifying the financial	

	capacity) of the company, if bidder is a Local Gabonese company.
8.0	Copy of valid legally constituted certificate having company Head-quarter
(h)	in Gabon with 51% or more share by Gabonese national(s) in the
(c)(ii)	company.

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

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

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

^{*}Add more rows as per requirement.

NOTES:

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

BID FORM

TO, OIL INDIA LIMITED. GABON PROJECT, LIBREVILLE

TENDER NO: OIL/GABON/ENQ-WLL/57/2020

Gentlemen.

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

Schedule of Prices attached herewith and made part of this Bid. We undertake, if our Bid is accepted, to commence the work within (______ days calculated from the date of issue of Letter of Award (LOA). If our Bid is accepted, we will obtain the Performance Security / Security Deposit/guarantee of a bank as specified in Section-I of tender document for the due performance of the Contract. We agree to abide by this Bid for a period of _____ days from the date fixed for Bid closing and it shall remain binding upon us and may be accepted at any time before the expiration of that period. Until a formal Contract is prepared and executed, this Bid, together with your written acceptance thereof in your notification of award shall constitute a binding Contract between us. We understand that you are not bound to accept the lowest or any Bid you may receive. Place: [Signature of Authorized Signatory of

Bidder Date: Name:

Designation:

Seal:

Duly authorized to sign Bid for and on behalf of

[Signature of Witness] Name of Witness:

Address:

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

IFB/TENDER NO: OIL/GABON/ENQ-WLL/57/2020

1.0 The Bidder shall furnish detailed statement of **exceptions/deviations**, if any, to the tender stipulations, terms and conditions in respect of each Section of Bid Document in the following format:

Section No.	Clause No. (Page No.)	Non-Compliance	Remarks

^{*} Add more rows, if required

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

Authorised Person's Signature:	
Name:	-
Designation:	_
Seal of the Bidder:	

NOTE: OIL INDIA LIMITED expects the bidders to fully accept the terms and conditions of the bid document. However, should the bidders still envisage some exceptions/deviations to the terms and conditions of the bid document, the same should be indicated as per above format and submit along with their bids. If the "**Statement of Non-Compliance**" in the above Proforma is left blank (or not submitted along with the technical bid), then it would be construed that the bidder has not taken any exception/deviation to the tender requirements.

Tender No: OIL/GABON/ENQ-WLL/57/2020 Page 131 of 149

To,

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

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

TENDER NO: OIL/GABON/ENQ-WLL/57/2020

Sir,

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

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

Signature of Authorised Signatory

Name : Designation : Phone No. : Place : Date

(Affix Seal of the Organization here)

PROFORMA LETTER OF AUTHORITY

To,					
OIL INDIA LIMITED , GABON PROJECT, LIBREVILLE					
TENDER NO: OIL/GABON/ENQ-WLL/5	7/2020				
Sir,					
We (Name and			that		Mr.
Bid, negotiate and conclude the agreemed Invitation No.: TENDER NO: OIL/GA services for	ent on our ABON/ENQ	behalf wit	h you agair	nst Ten	der
We confirm that we shall be a representative shall commit.	bound by	all and v	whatsoever	our s	aid
Yours Faithfully,					
Authorised Person's Signature:					
Name: Designation:					
Seal of the Bidder:					

<u>Note</u>: 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.

Tender No: OIL/GABON/ENQ-WLL/57/2020 Page 133 of 149

AUTHORISATION FOR ATTENDING BID OPENING

To,
OIL INDIA LIMITED , GABON PROJECT, LIBREVILLE
Sir,
IFB/TENDER NO: OIL/GABON/ENQ-WLL/57/2020
We authorise Mr. /Mrs (Name and address) to be present at the time of opening of the above IFB/Tender due on at Libreville (Gabon) on our behalf.
Yours Faithfully,
Authorised Person's Signature:
Name: Designation:
Seal of the Bidder:
Note : This letter of authority shall be on printed letter head of the Bidder and shall be signed by a person who signs the bid.

FORM OF PERFORMANCE BANK GUARANTEE

Γ_0 ,
OIL INDIA LIMITED, GABON PROJECT, LIBREVILLE
WHEREAS (Name and address of Contractor) (hereinafter called "Contractor") had undertaken, in pursuance of Contract No to execute (Brief Description of the Work) (hereinafter called "the Contract").
AND WHEREAS it has been stipulated by you in the said Contract that the Contractor shall furnish you with a Bank Guarantee as security for compliance with Contractor's obligations in accordance with the Contract.
AND WHEREAS we have agreed to give the Contractor such a Bank Guarantee; NOW THEREFORE we hereby affirm that we are Guarantors on behalf of the Contractor, up to a total of (Amount of Guarantee in figures) (in words), such amount being payable in the types and proportions of currencies in which the Contract price is payable, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of guarantee sum as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein. We hereby waive the necessity of your demanding the said debt from the Contractor before presenting us with the demand.
We further agree that no change or addition to or other modification of the terms of the Contract or the work to be performed there under or of any of the Contract documents which may be made between you and the Contractor shall in any way cease us from any liability under this guarantee, and we hereby waive notice of such change, addition or modification.
This guarantee is valid until the day of
The details of the Issuing Bank and Controlling Bank are as under:
A. Issuing Bank: BANK FAX NO: BANK EMAIL ID: BANK TELEPHONE NO.: SWIFT/IFSC CODE OF THE BANK:

B.	Controlling Office: Address of the Controlling Office of the BG issuing Bank: Name of the Contact Person at the Controlling Office with Mobile No. and e-
mail a	address:
SIGN	ATURE AND SEAL OF THE GUARANTORS
Desig	nation
Name	e of Bank
	ess
Witne	ess:
Addre	ess:
Date:	
Place	:

AGREEMENT FORM

This Agreement is n	nade on day of	_ between Oil
	nment of India Enterprise, incorporate	
	ving its registered office at Duliajan ir	
	called the "Company" which expr	
	hall include executors, administrators an	
	(Name and address	
harringfton collect the "Co	ontractor" which expression unless rep	urnent to the
	ators, administrators and assignees on the	
context shall include execu	itors, administrators and assignees on the	oulei part,
WIIDDDAG 41 - 0	1	/1
	pany desires that Services	
= -	should be provided by the Contracto	or as detailed
hereinafter or as Company	may requires;	
WHEREAS, Contract	tor engaged themselves in the business o	of offering such
services represents that the	hey have adequate resources and equip	ment, material
<u> - </u>	ler and fully trained personnel capable	-
	s and is ready, willing and able to carr	
	is per Section-II attached herewith for this	
dervices for the company a	s per section if attached herewith for this	, parpose and
WHEREAS Compar	ny had issued a firm Letter of Awa	ard (IOA) No
	based on Offer No	
•	the Contractor against Company's IF	•
	7/2020. All these aforesaid documents s	
	construed as part of this agreement/cont	
should there be any disput	te arising out of interpretation of this con	itract in regard
to the terms and condition	is with those mentioned in Company's ter	nder document
	cluding the Letter of Intent and Contrac	
-	the terms and conditions attached hereto	
-	etions to the terms of the contract shall	_
	to the contract executed in the same n	
	to the contract executed in the same in	namer as uns
contract.		
NOW WITEDEAG		
•	in consideration of the mutual c	ovenants and
agreements hereinafter con	ntained, it is hereby agreed as follows -	
1. In this Agreement w	ords and expressions shall have the sam	ie meanings as
are respectively assigned to	them in the Conditions of Contract refer	red to.
2. In addition to do	cuments herein above, the following	Sections and
	rith shall be deemed to form and be read	
as part of this agreement v		and construct
as part of this agreement v	12	
(a) Section-I	indicating the General Conditions of this	Contract
` '		Commact,
(b) Section-II	indicating the Terms of Reference;	
(c) Section-III	indicating the Special Terms & Condition	1;
Tender No: OIL/GABON/ENQ-WLL/5	7/2020	Page 137 of 149

- (d) Section-IV indicating the Schedule of Rates. (e) Section-V indicating HSE policy
- 3. In consideration of the payments to be made by the Company to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Company to provide the Services and to remedy defects therein in conformity in all respect with the provisions of this Contract.
- 4. The Company hereby covenants to pay the Contractor in consideration of the provision of the Services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of this Contract at the times and in the manner prescribed by this Contract.

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

Signed, Sealed and Delivered,

For and on behalf of Company (Oil India Limited)	for and on behalf of Contractor (M/s
Name:	Name:
Status:	Status:
In presence of	In presence of
1.	1.
2.	2.

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

(Delete whichever not applicable) TO BE EXECUTED ON COMPANY'S LETTER HEAD

<u>DEED OF GUARANTEE</u>
THIS DEED OF GUARANTEE executed at this day of by M/ (mention complete name) a company duly organized an existing under the laws of (insert jurisdiction/country), having it Registered Office at
WHEREAS
M/s. Oil India Limited (hereinafter referred to as OIL) has invited offers vide the Tender No.OIL/GABON/ENQ-WLL/57/2020 for and M/
as follows:
1. The Guarantor confirms that the Bidder is a 100% subsidiary of the Guarantor.
2. The Guarantor agrees and confirms to provide the Audited Annual Report of any of the preceding 03(three) financial/accounting years reckoned from the original bid closing date.
3. The Guarantor have an annual financial turnover of minimum US during any of the preceding 03(three financial/accounting years reckoned from the original Bid Closing Date.
4. Net worth of the Guarantor is positive for preceding financial/ accounting

The Guarantor undertakes to provide financial support to the Bidder for

executing the project/job, in case the same is awarded to the Bidder.

6. The Guarantor represents that:

year.

5.

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

For and on behalf of (Bidder)

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

 Witness:
 Witness:

 1.
 1.

 2.
 2.

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

(TO BE EXECUTED ON STAMP PAPER OF REQUISITE VALUEAND NOTORISED)

This agreement made this day of month year by and between M/s. (Fill in the Bidder's full name,
M/s (Fill in the Bidder's full name, constitution and registered office address) hereinafter referred to as bidder on the first part and M/s (Fill in full name, constitution
and registered office address of Parent Company/Subsidiary Company, as the case
may be) hereinafter referred to as "Parent Company/ Subsidiary Company (Delete whichever not applicable)" of the other part:
WHEREAS, M/s. Oil India Limited (hereinafter referred to as OIL) has invited offers vide their Tender No for and M/s (Bidder) intends to bid against the said tender and desires
M/s(Bidder) intends to bid against the said tender and desires
Company/ Subsidiary Company-(Delete whichever not applicable)] and whereas Parent Company/ Subsidiary Company (Delete whichever not applicable)
represents that they have gone through and understood the requirements of subject tender and are capable and committed to provide the services as required by the bidder for successful execution of the contract, if awarded to the bidder.
Now, it is hereby agreed to by and between the parties as follows:
1. M/s (Bidder) will submit an offer to OIL for the full scope of work as envisaged in the tender document as a main bidder and liaise with OIL directly for any clarifications etc. in this context.
2. M/s (Parent Company/ Subsidiary Company (Delete whichever not applicable) undertakes to provide technical support and expertise, expert manpower and procurement assistance and project management to support the bidder to discharge its obligations as per the Scope of work of the tender / Contract for which offer has been made by the Parent Company/Subsidiary Company (Delete whichever not applicable) and accepted by the bidder.
3. This agreement will remain valid till validity of bidder's offer to OIL including extension if any and till satisfactory performance of the contract in the event the contract is awarded by OIL to the bidder.

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4. It is further agreed that for the performance of work during contract period bidder and Parent Company/Subsidiary Company (Delete whichever not

applicable) shall be jointly and severely responsible to OIL for satisfactory execution of the contract.

5. However, the bidder shall have the overall responsibility of satisfactory execution of the contract awarded by OIL.

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

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

PARENT COMPANY/ SUBSIDIARY COMPANY GUARANTEE

(Delete whichever not applicable)

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

THIS DEED OF GUARANTEE executed at day of
WHEREAS
M/s Oil India Limited, a company duly registered under the Companies Act 1956, having its Registered Office at Duliajan in the State of Assam, India, hereinafter called "OIL" which expression shall unless excluded by or repugnant to the context thereof, be deemed to include its successor and assigns, invited tender number
M/s
The Guarantor represents that they have gone through and understood the requirement of the above said tender and are capable of and committed to provide

The Company and the Guarantor have entered into an agreement dated as per which the Guarantor shall be providing technical and such other supports as may be necessary for performance of the work relating to the said tender.

technical and such other supports as may be required by the Company for

successful execution of the same.

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

Tender No: OIL/GABON/ENQ-WLL/57/2020 Page 143 of 149

- 1. The Guarantor (Parent Company / 100% Subsidiary Company (Delete whichever not applicable) unconditionally agrees that in case of nonperformance by the Company of any of its obligations in any respect, the Guarantor shall, immediately on receipt of notice of demand by OIL, take up the job without any demur or objection, in continuation and without loss of time and without any cost to OIL and duly perform the obligations of the Company to the satisfaction of OIL.
- 2. The Guarantor agrees that the Guarantee herein contained shall remain valid and enforceable till the satisfactory execution and completion of the work (including discharge of the warranty obligations) awarded to the Company.
- 3. The Guarantor shall be jointly with the Company as also severally responsible for satisfactory performance of the contract entered between the Company and OIL.
- 4. The liability of the Guarantor, under the Guarantee, is limited to the 50% of the annualized contract price entered between the Company and OIL. This will, however, be in addition to the forfeiture of the Performance Guarantee furnished by the Company.
- 5. The Guarantor represents that this Guarantee has been issued after due observance of the appropriate laws in force in Gabon. The Guarantor hereby undertakes that the Guarantor shall obtain and maintain in full force and effect all the governmental and other approvals and consents that are necessary and do all other acts and things necessary or desirable in connection therewith or for the due performance of the Guarantor's obligations hereunder.
- 6. The Guarantor also agrees that this Guarantee shall be governed and construed in accordance with the laws in force in Gabon and subject to the exclusive jurisdiction of the courts of, Gabon.
- 7. The Guarantor hereby declares and represents that this Guarantee has been given without any undue influence or coercion, and that the Guarantor has fully understood the implications of the same.
- 8. The Guarantor represents and confirms that the Guarantor has the legal capacity, power and authority to issue this Guarantee and that giving of this Guarantee and the performance and observations of the obligations hereunder do not contravene any existing laws.

For & on behalf of (Parent Company/Subsidiary Company (Delete whichever not applicable))

M/s		
	Signature	
	Name	

		Designation
Witne	ess:	_
1.	Signature	
	Full Name	_
	Address	
		Common seal of the Company:
Witne	ess:	
2.	Signature	
	Full Name	
	Address	

To,

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

SUB: SAFETY MEASURES

DESCRIPTION OF WORK/SERVICE: "Hiring of Wireline Logging & Interpretation with all Equipment, Consumables and Manpower for 2(two) exploratory vertical wells in Shakthi-II Exploration Block, Gabon with an option for extension of the contract to another drilling location at the sole option of the Company (OIL) at the same terms and conditions and mutually agreed rates but not higher than the original rate(s) of the contract.

IFB/TENDER NO: OIL/GABON/ENQ-WLL/57/2020

Sir,

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

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

(i)	 		
(ii)			
(iii)			

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

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

- e) We confirm that all persons engaged by us would be provided with the necessary Safety Gears at our cost.
- f) All losses caused due to inadequate safety measures or lack of supervision on our part would be fully compensated by us and the Company will not be responsible for any lapses on our part in this regard.
- g) We shall abide by the following HSE (Health Safety & Environment) points:

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

Signature of Authorised Signatory

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

(Affix Seal of the Organization here)

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CHECK LIST

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

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

S1.	Description	Document		
No.	Description	Name	Bid	Yes/No
210.		1141110	Document	100,110
1	Bid document complete in all		20041110110	
1	respects with pages in sequential			
	order.			
2	Confirm that the following details			
~	have been submitted in the			
	Technical-Un-priced part of the bid.			
(i)	Covering Letter, Letter of			
(-)	Submission with the Technical Bid.			
(ii)	Power of Attorney in the name of			
(11)	person signing the bid with the			
	Technical Bid.			
(iii)	Details and documentary proof			
(-11)	required against technical			
	qualification criteria along with			
	complete documents.			
(iv)	Job Completion Certificate issued			
	by the organisation as proof of			
	requisite experience with			
	description of the job done, total			
	contract value, Duration of contract			
	executed with date, Location of			
	work etc. with the Technical Bid.			
(v)	Confirm that annual financial			
	reports for last three financial years			
	submitted with the Technical Bid.			
(vi)	Confirm that the certificate (as per			
	Annexure V) issued on letter head			
	of the Chartered accountant firm is			
	enclosed with the Technical Bid.			
(vii)	Confirm that all copies of			
	documents establishing the bidder's			
	experience & eligibility are enclosed			
(= =====	with the Technical Bid.			
(Viii)	Confirm that Valid documents			
	(MOU) with conformation of Leader,			
	in case of consortium Bid is			
	submitted in the Technical Bid-			

	Unpriced part of the Bid.	
(ix)	Confirm that all required filled	
	Annexure & Undertaking are	
	submitted as a part of Technical bid	
	except price bids.	
3	Confirm that the all price bid	
	(Proforma-B) has been duly filled in	
	for each item and complete in all	
	respects to be submitted in a	
	SEPARATE ENVELOPE.	

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

OIL INDIA LIMITED GABON PROJECT, LIBREVILLE (GABON)

PRICE BID FORMAT (SCHEDULE OF RATES) FOR

"Hiring of Wireline Logging & Interpretation Services with all Equipment, Consumables and Manpower for 2(two) exploratory vertical wells" in Shakthi-II Exploration Block, Gabon with an option for extension of the contract to another drilling location at the sole option of the Company (OIL) at the same terms and conditions and mutually agreed rates but not higher than the original rate(s) of the contract:

Tender No: OIL/GABON/ENQ-WLL/57/2020

Currency Quoted in	<mark>a</mark> :
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(I) MOBILIZATION CHARGES: (MOB):

SL	PARTICULARS	UNIT	QTY	RATE	TOTAL
NO			(X)	(Y)	(X*Y)
1	8	LUMPSUM	1		A1
	Wireline Logging Unit				
2		LUMPSUM	1		A2
	Standard Tools Package				
3	Mobilization Charges of	LUMPSUM	1		A3
	Personnel				
4	Mobilization Charges of	LUMPSUM	1		A4
	Borehole Seismic services				
	both for open hole and cased				
	hole tool (Additional tool on				
	call out basis)				
5	Mobilization Charges of Tool	LUMPSUM	1		A 5
	for high resolution bore hole				
	images using micro electric				
	arrays tool (Additional tool on				
	call out basis)				
6	Mobilization Charges of	LUMPSUM	1		A6
	Dynamic formation testing				
	services (MDT/RDT or				
	equivalent) with Pump out				
	module and Fluid Analyzer tool				
	(Additional tool on call out				
	basis)				
7		LUMPSUM	1		A7
	Acoustic scanning tool for				
	cement evaluation and pipe				
	inspection tool (Additional tool				

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SL NO	PARTICULARS	UNIT	QTY (X)	RATE (Y)	TOTAL (X * Y)
	on call out basis)		, ,	, ,	
8	Mobilization Charges of Nuclear Magnetic Resonance Logging Services + GR tool (Optional)	LUMPSUM	1		A8
9	Mobilization Charges for Through tubing reservoir monitoring tool [Optional]	LUMPSUM	1		A9
10	Mobilization Charges for Through Tubing Cement Dump Bailer for 7" Liner tool [Optional]	LUMPSUM	1		A10
11	Mobilization Charges for Through Tubing CBL tool [Optional]	LUMPSUM	1		A11
12	Mobilization Charges for Cased Hole Formation Resistivity Tool [CHFR][Optional]		1		A12
TOT	AL MOBILIZATION CHARGES, N	IOB=SUM [A1	TO A1	2]:	

(II) INTER LOCATION MOVEMENT: (ILM):

SL NO	PARTICULARS	UNIT	QTY (X)	RATE (Y)	TOTAL (X * Y)
1	Inter Location Movement [ILM] charges of Logging Unit / Equipment /Tools/ Consumables and Logging personnel	LUMPSUM	1		

(III) DE-MOBILIZATION CHARGES: (DMB):

SL	PARTICULARS	UNIT	QTY	RATE	TOTAL
NO			(X)	(Y)	(X*Y)
1	De-Mobilization charges of	LUMPSUM	1		B1
	Wireline Logging Unit				
2	De- Mobilization of Standard	LUMPSUM	1		B2
	Tools				
3	De-Mobilization Charges of	LUMPSUM	1		В3
	Personnel				
4	De-Mobilization Charges of	LUMPSUM	1		B4
	Borehole Seismic services				
	both for open hole and cased				

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SL	PARTICULARS	UNIT	QTY	RATE	TOTAL
NO			(X)	(Y)	(X*Y)
	hole tool (Additional tool on				
	call out basis)				
5	De-Mobilization Charges of	LUMPSUM	1		B5
	Tool for high resolution bore				
	hole images using micro				
	electric arrays tool (Additional				
	tool on call out basis)	TIMEDOURE	4		DC.
6	De-Mobilization Charges of Dynamic formation testing	LUMPSUM	1		В6
	services (MDT/RDT or				
	equivalent) with Pump out				
	module and Fluid Analyzer tool				
	(Additional tool on call out				
	basis)				
7	De-Mobilization Charges of	LUMPSUM	1		B7
	Acoustic scanning tool for				
	cement evaluation and pipe				
	inspection tool (Additional tool				
	on call out basis)				
8	De-Mobilization Charges of	LUMPSUM	1		В8
	Nuclear Magnetic Resonance Logging Services + GR tool				
	(Optional)				
9	De-Mobilization Charges of	LUMPSUM	1		В9
	Through tubing reservoir	201111 00111	_		
	monitoring tool [Optional]				
10	De-Mobilization Charges of	LUMPSUM	1		B10
	Through Tubing Cement Dump				
	Bailer for 7" Liner tool				
	[Optional]				
11	De-Mobilization Charges of	LUMPSUM	1		B11
	Through tubing CBL tool				
10	[Optional]	T 11340001135	_		D10
12	De-Mobilization Charges for	LUMPSUM	1		B12
	Cased Hole Formation Resistivity Tool				
	[CHFR][Optional]				
ፐርተ	AL DE-MOBILIZATION CHARGE	S DMR=SIIM	 [R1 ጥ∩	R121·	
101	AL DE-MODILIZATION CHARGE	S, DIND-SUM	סז זמן	יובוע.	

(IV) TANGIBLE COST: (TAN)

SL NO	RENTAL CHARGES	UNIT	QTY (X)	RATE (Y)	TOTAL (X * Y)
1	Rental Charges for Logging Unit	DAY RATE	124		C1

DAIL	Y RENTAL CHARGES FOR STA	NDARD TOOI	<u>ن:</u>		
2	Rental Charges for Dual latero log (deep & medium focussed resistivity) services with spontaneous potential tool	DAY RATE	124		C2
3	Rental Charges for Invaded zone resistivity services tool	DAY RATE	124		С3
4	Rental Charges for Dual spaced compensated neutron services	DAY RATE	124		C4
5	Rental Charges for Formation density and photo-electric absorption cross-section services	DAY RATE	124		C5
6	Rental Charges for Natural Gamma ray services tool	DAY RATE	124		C6
7	Rental Charges for Percussion type side wall core sampling services tool	DAY RATE	124		С7
8	Rental Charges for Gamma Ray Positioning Services tool	DAY RATE	124		C8
9	Rental Charges for Stuck up Detection and Back-off Services tool	DAY RATE	124		С9
10	Rental Charges for Cement Bond evaluation services tool	DAY RATE	124		C10
11	Rental Charges for Downhole Tension service tool	DAY RATE	124		C11
12	Rental Charges for Bridge plug Setting tool	DAY RATE	124		C12
13	Rental Charges for Retainer Packer Setting tool	DAY RATE	124		C13
14	Rental Charges for Junk Basket tool	DAY RATE	124		C14
15	Rental Charges for Through Tubing Perforation tool for both standard and deep penetration tool	DAY RATE	124		C15
SL NO	RENTAL CHARGES	UNIT	QTY (X)	RATE (Y)	TOTAL (X * Y)
16	Rental Charges for Casing Collar Locator(CCL) Services tool	DAY RATE	124		C16
17	Rental Charges for Shooting Gamma Ray Services tool	DAY RATE	124		C17

	T		T T	
18	Rental Charges for Tubing, Drill Pipe, Casing cutting & Drill collar severing	DAY RATE	124	C18
	services tool			
19	Rental Charges for Tubing	DAY RATE	124	C19
	Puncture Services for 2.7/8" tubing to 5" OD D/pipe tool			
20	Rental Charges for Shear	DAY RATE	124	C20
	Sonic Imager Services tool			
RENT	TAL CHARGES FOR ADDITIONA	AL TOOL:		
21	Rental Charges for Borehole	DAY RATE	10	C21
	Seismic services both for			
	open hole and cased hole tool			
	(Additional tool on call out basis)			
22	Rental Charges for high	DAY RATE	10	C22
	resolution bore hole images	Bill leil		
	using micro electric arrays			
	tool (Additional tool on call			
	out basis)			
23	Rental Charges for Dynamic	DAY RATE	10	C23
	formation testing services			
	(MDT/RDT or equivalent)			
	with Pump out module and Fluid Analyzer tool			
	(Additional tool on call out			
	basis)			
24	Rental Charges for Acoustic	DAY RATE	10	C24
	scanning tool for cement			
	evaluation and pipe			
	inspection tool (Additional			
DEM	tool on call out basis)	7001		
	Pental Charges for Nuclear			COE
25	Rental Charges for Nuclear Magnetic Resonance Logging	DAY RATE	5	C25
	Services + GR tool (Optional)			
26	Rental Charges for Through	DAY RATE	5	C26
	tubing reservoir monitoring	_ _		
	tool [Optional]			
27	Rental Charges for Through	DAY RATE	5	C27
	Tubing Cement Dump Bailer			
	for 7" Liner tool [Optional]	D 4** D : ===		~~~
28	Rental Charges for Through	DAY RATE	5	C28
29	tubing CBL tool [Optional]	DAY RATE	5	C29
49	Rental Charges for Cased Hole Formation Resistivity	DAIKAIL		C29
	Tool [CHFR][Optional]			
LOG	INTERPETATION CHARGES:			
30	Basic log Interpretation viz.	PER	4520	C30
	Laure 108 interpretation VIZ.	1210	.040	300

	ULTRA or ELAN Plus or equivalent.	METER		
31	Borehole Seismic Services (VSP) in open hole, 100 levels per job. [Additional Tool]	LEVEL	200	C31
32	Shear-Sonic Imager using dipole sources +GR	PER METER	3000	C32
33	High Resolution Borehole Imaging using Micro-electric Arrays for both structural and Stratigraphic Interpretation [Additional Tool]	PER METER	1500	C33
34	Nuclear Magnetic Resonance Logging Services + GR (MRIL Prime or equivalent)[Optional]	PER METER	1500	C34
35	Through Tubing Reservoir Monitoring Services [Optional]	PER METER	1500	C35
36	Acoustic Scanning Tool for Cement Evaluation & Pipe Inspection + GR (USIT/CAST- V or equivalent). [Additional Tool]	PER METER	3000	C36
37	Dynamic Formation Testing Services (MDT/RDT or equivalent) with Pump Out Module and Fluid Analyzer based on resistivity. [Additional Tool] AL TANGIBLE COST, TAN=SUM	PER METER	4000	C37

(V) OPERATION SPREAD RATE: (OSR):

SL NO	PARTICULARS	UNIT	QTY (X)	RATE (Y)	TOTAL (X * Y)
1	Operational spread rate for Logging Unit	DAY	40		D1
2	Operational spread rate for Logging Engineer	DAY	40		D2
3	Operational spread rate for Logging Operator	DAY	40		D3
4	Operational spread rate for Logging Crew	DAY	40		D4
OPE	RATING SPREAD RATE FOR	STANDARD	TOOLS:		
5	Operational spread rate for Dual latero log (deep &	DAY	10		D5

	medium focused resistivity) services with spontaneous potential tool			
6	Operational spread rate for Invaded zone resistivity services tool	DAY	10	D6
7	Operational spread rate for Dual spaced compensated neutron services	DAY	10	D7
8	Operational spread rate for Formation density and photo-electric absorption cross-section services	DAY	10	D8
9	Operational spread rate for Natural Gamma ray services tool	DAY	10	D9
10	Operational spread rate for Percussion type side wall core sampling services tool	DAY	8	D10
11	Operational spread rate for Gamma Ray Positioning Services tool	DAY	8	D11
12	Operational spread rate for Stuck up Detection and Back-off Services tool	DAY	10	D12
13	Operational spread rate for Cement Bond evaluation services tool	DAY	6	D13
14	Operational spread rate for Downhole Tension service tool	DAY	20	D14
15	Operational spread rate for Bridge plug Setting tool	DAY	8	D15
16	Operational spread rate for Retainer Packer Setting tool	DAY	8	D16
17	Operational spread rate for Junk Basket tool	DAY	8	D17
18	Operational spread rate for Through Tubing Perforation tool for both standard and deep penetration tool	DAY	10	D18
19	Operational spread rate for Casing Collar Locator(CCL) Services tool	DAY	10	D19
20	Operational spread rate for Shooting Gamma Ray Services tool	DAY	10	D20
21	Operational spread rate for Tubing, Drill Pipe, Casing cutting & Drill collar	DAY	8	D21

	severing services tool			
22	Operational spread rate for	DAY	8	D22
	Tubing Puncture Services			3-1
	for 2.7/8" tubing to 5" OD			
	D/pipe tool			
23	Operational spread rate for	DAY	6	D23
	Shear Sonic Imager Services			
	tool			
OPE	RATIONAL SPREAD RATE FO	R ADDITON	AL TOOL:	
24	Operational spread rate for	DAY RATE	4	D24
	Borehole Seismic services			
	both for open hole and			
	cased hole tool (Additional			
	tool on call out basis)			
25	Operational spread rate for	DAY RATE	4	D25
	high resolution bore hole			
	images using micro electric			
	arrays tool (Additional tool			
	on call out basis)			
26	Operational spread rate for	DAY RATE	4	D26
	Dynamic formation testing			
	services (MDT/RDT or			
	equivalent) with Pump out			
	module and Fluid Analyzer			
	tool (Additional tool on call			
07	out basis)	DAY DAME	4	707
27	Operational spread rate for	DAY RATE	4	D27
	Acoustic scanning tool for			
	cement evaluation and pipe inspection tool (Additional			
	tool on call out basis)			
OPE	RATIONAL SPREAD RATE FO	P OPTIONAL	I. TOOI.:	
28	Operational spread rate for		4	D28
	Nuclear Magnetic Resonance		Т	520
	Logging Services + GR tool			
	(Optional)			
29	Operational spread rate for	DAY RATE	4	D29
	Through tubing reservoir		•	
	monitoring tool [Optional]			
30	Operational spread rate for	DAY RATE	4	D30
	Through Tubing Cement			
	Dump Bailer for 7" Liner			
	tool [Optional]			
31	Operational spread rate for	DAY RATE	2	D31
	Through tubing CBL tool			
	[Optional]			
32	Operational spread rate for	DAY RATE	2	D32
	Cased Hole Formation			
	Resistivity Tool			
	[CHFR][Optional]			

OPE	RATION SPREAD RATE FOR	DEPTH:			
33	Depth Charge per meter for tool combination per run	METER	50000		D33
34	Survey Charges per meter for tool combination per survey interval, with no extra charges for multiple passes up and/or down over same interval	METER	55000		D34
	Shot/ Test/Sample or Level	per shot,			
	test, sample or level perform	ned			
35	VSP	LEVEL	200		D35
36	SWC	NUMBER	100		D36
37	2 1/8 " Perforation Shot	NUMBER	600		D37
38	String Shot	NUMBER	10		D38
39	Sample [MDT]	NUMBER	10		D39
40	Flat Charges per operation	LUMPSUM	40		D40
	or per run basis for plug				
	setting, per flow rate, third				
	party conveyance etc.				
TOT	AL OPERATION SPREAD RAT	E, OSR=SU	I (D1 T	D D40):	

(VI) STANDBY SPREAD RATE: (SSR):

SL NO	PARTICULARS		UNIT	QTY (X)	RATE (Y)	TOTAL (X * Y)
1	Standby spread ra Logging Engineer	te for	DAY	84		E 1
2	Standby spread ra Logging Operator	te for	DAY	84		E2
3	Standby spread ra Logging Crew	te for	DAY	84		Е3
TOT	TOTAL STANDBY SPREAD RATE, SSR=SUM (E1 TO E3):					

NOTES:

- 1.0 SSR shall be payable for Contractor's personnel for 2 days prior and 2 days after completion of each job, which includes travel time.
- 2.0 Only one rate shall be payable either OSR or SSR to Contractor's personnel when they are at the well site.
- 3.0 BIDDERS TO QUOTE FOR ALL THE ITEMS INCLUDING CALL OUT AND OPTIONAL ITEMS MENTIONED ABOVE WHICH WILL BE CONSIDERD FOR EVALUATION.

TOTAL EVALUATED COST OF WRELINE LOGGING SERVICE FOR 2(TWO) WELLS FOR COMPARISON WILL BE EVALUATED AS GIVEN BELOW:

TOTAL EVALUATED CONTRACT COST (for two wells): Z

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

Where,

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

*Above OSR is Total OSR for 108 days. Similarly, above SSR for Total SSR for 31 days.

Important Notes:

- 1. It is the single point responsibility of the contractor to clear the material from custom authority of Gabon, transportation to the well site, storage of all required consumables at their cost. As the items are eligible for import with NIL Custom Duty, Company will assist in providing necessary documents as required in this regard. However service charge etc, if any will be to Contractor's account. Bidder to quote accordingly considering the above.
- 2. There may arise requirements of additional services depending on any decision taken on the basis of any scientific or operational consideration and may not be listed in the above services. Oil India Limited may ask for such services, and the schedule of rates shall be as per mutually agreed rate with the service provider.
- 3. Bidders may refer Part-3, Section-IV of this tender for proper bidding of the rates.
- 4. The line items indicated above are given for commercial evaluation only which are purely tentative and may fluctuate. Payment to Contractor shall be made on actual basis.
- 5. Bidder is to declare the detail information as requested vide **Proforma-A** against each of the items to be imported along with the Price Bid.
- 6. No other charge payable to the Contractor 'Job-Wise' or 'Job-Nature' wise.
- 7. Rates and charges shall be fully inclusive of all applicable taxes, costs, insurance cost, expenses, overheads and profit arising out of services and equipment but excluding CSS and TVA. However, OIL under exploration phase is exempted from paying of TVA. OIL will provide TVA exemption certificate against each invoice.

- 8. CSS, if applicable shall be paid extra by company against each invoice.
- 9. Present rate of customs duty is NIL in OIL's area of operation Block Shakthi-II. OIL will assist to get necessary document to get nil custom duty on imported items.
- 10. Bidder may quote additional tools, equipment other than as mentioned in priced schedule (if feel necessary for the operation) with all cost up to well site. OIL reserves the right to consider these items in the event of contract. However, these items will not be considered for cost comparison.
- 11. The above Price schedule shall be read in conjunction with General Conditions of Contract, Scope of Work/Technical Specification, and Instructions to Bidders of this Bid document.
- 12. Contractor's personnel will be provided accommodation with food by the Company at Base Camp managed by Rig Service Provider.

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