



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

*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) - 074525252,**

**E-mail : oilgabonprojectgroup@oilindia.in**

**TENDER NO:**

**OIL/GABON/ENQ-MUD ENGG/55-A/2022**

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

**TENDER DOCUMENT**

**FOR**

“HIRING OF MUD ENGINEERING SERVICES INCLUDING SUPPLY OF MUD CHEMICALS / MATERIALS, MUD TESTING LABORATORY AND EQUIPMENTS FOR DRILLING OF 2 (TWO) EXPLORATORY WELLS IN SHAKTHI BLOCK-II, GABON, WITH AN OPTION FOR EXTENSION OF THE CONTRACT TO ANOTHER DRILLING LOCATION AT THE SOLE OPTION OF THE COMPANY (OIL).

Tender Closing Date & Time	:	<b>31.01.2022</b> at 13:30 Hrs(GST)
Tender Opening Date & Time	:	<b>31.01.2022</b> 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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**Subject:** “Hiring of Mud Engineering Services including supply of mud chemicals, additives, materials, mud testing laboratory and equipments including manpower for drilling 2 (two) exploratory wells” in Shakthi Block-II, Gabon with an option of 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).

**TENDER NO: OIL/GABON/ENQ-MUD ENGG/55/2019**

Dear Sirs/Madam,

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

Sl. No.	Description		
(i)	Tender No & Date	:	<b>OIL/GABON/ENQ-MUD ENGG/55-A/2022</b> Dated 04.01.2022
(ii)	Type of Bid	:	Single Stage Two Bid System (Physical submission of documents)
(iii)	Bid Closing Date & Time	:	<b>31.01.2022 at 13:30 Hrs</b> (Gabon Standard Time)
(iv)	Technical Bid Opening Date & Time	:	<b>31.01.2022 at 14:00 Hrs</b> (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) - 074525252
(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) – 074525252
(viii)	Tender Fee	:	Not Applicable
(ix)	Bid Security/Earnest Money Deposit (EMD)	:	Not Applicable
(x)	Bid Validity	:	60 (SIXTY) Days from Bid Opening Date
(xi)	Amount of Performance Security	:	03% of Total contract value
(xii)	Validity of Performance Security	:	Upto 3(three) months beyond the completion of contract period
(xiii)	Duration of Contract	:	<b>Tentatively 07 (Seven) months</b> from the date of commencement i.e. from date of completion of mobilization. However, OIL reserves the right to extend the duration of contract suitably to drill another well at same terms & conditions at a negotiated rate not higher than the original contract rate.
(xiv)	Mobilization Time	:	To be completed within <b>90(Ninety) days</b> 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) – 074525252
(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 Not in use.

6.0 Not in use.

7.0 OIL may at its discretion if considered necessary, may extend the deadline for the submission of bids.

8.0 **Language of Bid:** Language of Offer/bidding documents should be in **English**. However, bidders are requested to submit a translated version of Bid documents to **French** Language for our submission to DGH-Gabon. In case of discrepancies between the two languages; English language shall prevail over the other language.

9.0 **Bidders are requested to visit the area of operation prior to bidding to make themselves fully aware of and understand the topography, existing site conditions, approaches available, job involvement and logistics including environmental issues etc.**

10.0 All local taxes, levies and duties, Sales Tax, VAT, Octroi, etc. including withholding tax, if applicable and all other taxes applicable in Gabon on purchases and sales made by Contractor shall be borne by the Contractor including the cost of insurance policy for men, machine and equipment to be engaged during the contract period except the CSS and TVA, which will be borne by company, if applicable. However, OIL is exempted from paying TVA during exploration phase and will provide TVA exemption certificate against each invoice. Bidders are requested to keep themselves updated as per laws of Gabon.

11.0 **Furnishing Fraudulent Information/Documents:** If it is found that a Bidder has furnished fraudulent document/information, the Bid Security/Performance Security (wherever applicable) shall be forfeited and the party will be debarred for a period of 3(three) years from date of detection of such fraudulent act, besides the legal action. In case of major and serious fraud, period of debarment may be enhanced.

12.0 **Administrative Documents:** The following Administrative documents are required for companies registered in Gabon as per PSC(G4-245):

- (a) Copy of valid Municipality trade license (Fiche Circuit),
- (b) Attestation CNSS (CNSS certificate),
- (c) Attestation D'imposition (Taxation certificate),
- (d) Attestation de Non Faillite (Certificate of non bankruptcy),

(e) Banque attestant de la capacite financiere(bank certifying the financial capacity) of the company

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

- 13.0 Oil India Limited (OIL), Gabon Project is required to hire **Mud Engineering service with supply of mud chemicals and manpower.**
- 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 6<sup>th</sup> January, 2017 available in OIL's website: [www.oil-india.com](http://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.



*(Rupak Kalita)*

General Manager-Gabon  
Oil India Limited, Gabon Project  
Libreville, BP: 23134, Gabon  
+241-074525252

## **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)/BID REJECTION CRITERIA (BRC), PART-2** of the Bid document.

#### **2.0 BID DOCUMENTS:** The services required, bidding procedures and contract terms are prescribed in the Bid Document. This bidding document includes the following:

- (1) A forwarding letter highlighting the following points:
  - (a) Company's Tender/IFB No. & Type
  - (b) Bid closing/opening date and Time
  - (c) Bid submission/opening place
  - (d) The amount of performance security/guarantee with validity
  - (e) Bid validity, Mobilization Time & Duration of contract
  - (f) Quantum of Liquidated Damage for default in timely mobilization
- (2) Instruction to Bidders, (Part-1)
- (3) Bid Evaluation Criteria (BEC), (Part-2)
- (4) General Conditions of Contract, (Part-3, Section-I)
- (5) SOW/Terms of Reference/Technical specification, (Part-3, Section-II)
- (6) Special Terms & Conditions of the contract, (Part-3, Section-III)
- (7) Schedule of Rates, (Part-3, Section-IV)
- (8) General HSE points (Section-V)
- (9) Bidder's Experience Statement (Annexure-I)
- (10) Annual Turnover & Net worth of Bidder, (Annexure-II)
- (11) Undertaking for balance sheet/financial Statement (Annexure-III)
- (12) List of Mud & Chemicals (Annexure-IV)
- (13) List of Lab Equipment (Annexure-V)
- (14) Undertaking of Authenticity of Information submitted, (Annexure-VI)
- (15) Undertaking for Mobilization (Annexure-VII)
- (16) Undertaking for key personnel with experience (Annexure-VII)
- (17) Bio data of key personnel (Annexure-IX)
- (18) BEC/BRC Compliance Matrix (Annexure-X)
- (19) List of Items to be imported with estimated CIF value, (Proforma-A)
- (20) Price Schedule Format (Schedule of Rates), (Proforma-B)
- (21) Bid Form, (Proforma-C)
- (22) Statement of Non Compliance, (Proforma-D)
- (23) Certificate of awareness of the operational area, (Proforma-E)
- (24) Letter of Authority (Proforma-F)
- (25) Authorization for attending Bid Opening, (Proforma-G)
- (26) Performance Security/Guarantee Form, (Proforma-H)
- (27) Agreement/Contract Form (Proforma-I).



- (28) Parent/Holding Company's Corporate Guarantee toward financial standing (Proforma-J)
- (29) Format of agreement for 100% subsidiary company (Proforma-K)
- (30) Parent Company/Subsidiary company Guarantee (Proforma-L)
- (31) Safety Measures (Proforma-M)
- (32) 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](http://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](http://www.oil-india.com)) only and no separate notification shall be issued in the press. Prospective bidders are requested to regularly visit the website to keep themselves updated.

### **5.0 PREPARATION OF BID:**

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

5.2 **BIDDER'S NAME & ADDRESS:** Bidders should indicate in their bids their detailed postal address including the Telephone /Cell Phone Nos. and E-mail address. Similar information should also be provided in respect of their authorized Agents in Gabon, if any.

6.0 **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):**

- 1.1. Complete technical details of the services offered and equipment specifications with catalogue, etc.
- 1.2. Documentary evidence established in accordance with Bid Evaluating Criteria/Bid Rejection Criteria with clause 10.0
- 1.3. Copy of Bid-Form **without indicating prices** in **Proforma-C**
- 1.4. Statement of Non Compliance in **Proforma-D**
- 1.5. Undertaking of authenticity of information/documents submitted (**Annexure-VI**)
- 1.6. **Annexure-IV** for the details of mud chemicals for the service

**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:

1. Price-Bid\* Format as per **Proforma-B**
2. Bid Form as per **Proforma-C**
3. **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. 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 Ajoutée” (**TVA**): The quoted rates/prices should also be exclusive of Taxe sur la Valeur Ajoutée (TVA). Company is exempted from payment of TVA during exploration phase. Company will provide TVA exemption certificate against each invoice.

9.0 **CURRENCY OF BID AND PAYMENT:** A bidder expecting to incur its expenditures in the performance of the Contract in more than one currency, and wishing to be paid accordingly, shall so indicate in the bid. In such a case, the bid shall be expressed in different currencies and the respective amounts in each currency shall together make up the total price. However, currency once quoted will not be allowed to be changed.

10.0 **DOCUMENTS ESTABLISHING BIDDER'S ELIGIBILITY AND QUALIFICATIONS:** These are listed in **BID EVALUATION CRITERIA (BEC)/BID REJECTION CRITERIA (BRC) in Part-2**, of the Bid document. Bidders to submit all the credentials required to be substantially responsive as per the Bid Evaluating Criteria (BEC) of Part-2 of the bidding documents.

11.0 **BID SECURITY/EMD:**  
**Bid Security is not applicable for this tender.**

12.0 **PERIOD OF VALIDITY OF BIDS:**

- (i) The Bid must be valid for **60 (Sixty) 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 **60 days** from Bid Closing Date.
- (ii) In exceptional circumstances of extension of Bid Opening Date, the Company may solicit the Bidder's consent to an extension of the period of bid validity. The request and the response thereto shall be made in writing through Letter or e-mail. A Bidder granting the request will neither be required nor permitted to modify their Bid.

13.0 **FORMAT AND SIGNING OF BID:**

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

for un-amended printed literature, shall be initialled by the person or persons signing the bid.

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

#### **14.0 SUBMISSION OF BIDS:**

- 14.1 Bids are to be submitted in physical form in triplicate under Single Stage Two Bid System i.e. **Techno-commercial (Un-priced) Bid** having all the technical details along with commercial terms but without any price and the **Price Bid** having only the price schedule duly filled in along with commercial terms separately in sealed envelopes within the Bid Closing Date & Time stipulated in the tender. The offer/Bid is to be submitted in **physical form** of documents in triplicate (One Original + two set of copies) along with all the required credentials. **Normally, no e-mail offer will be accepted. However, due to current pandemic situation if physical submission of offer is not possible, offer can be submitted through e-mail to e-mail id [oilgabonproject@oilindia.in](mailto:oilgabonproject@oilindia.in) within the schedule BC date and time and the file to be password protracted. There should be two separate password protracted file i.e. one for Technical bid and other is for Priced Bid. The password for Technical bid need to be sent as per request of GM-Gabon project after closing of the tender. The password for price bid to be shared with GM-Gabon Project per request of GM-Gabon project at the time of opening of priced bid. Documents thus downloaded from e-mail will be final and binding to all**
- 14.2 All the conditions of the contract to be made with the successful bidder are given in various Sections of the Bid Document. Bidders are requested to state their noncompliance to each clause as per **Proforma-D** of the bid document and the same should be submitted along with the Technical Bid.
- 14.3 Timely delivery of the bid documents in physical form as stated in Para 14.1 above is the responsibility of the bidder. Bidders should send the same through Registered Post or by Courier Services or by hand delivery to the Officer in Charge of the particular tender before the Bid Closing Date and Time. Company shall not be responsible for any postal delay/transit loss.

**Note: BIDS SHALL BE REJECTED OUTRIGHT IF THE TECHNO-COMMERCIAL (UN-**

**PRICED) BIDS CONTAINS PRICE.**

**15.0 GABONESE AGENT/REPRESENTATIVE/RETAINER/ASSOCIATE:**

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

**16.0 SEALING AND MARKING OF BIDS:**

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

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

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

- 16.2 The cover containing the “Techno-Commercial-Unpriced Bid”-Part-I (Original + 2 copies) should be in one sealed cover bearing the following on the right hand top corner:
- (i) **Envelope No.1: Techno-Commercial-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.
- (i) **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. \_\_\_\_\_.
  - (ii) Bid closing date \_\_\_\_\_.
  - (iii) Bidder's name \_\_\_\_\_.
- 16.5 The offer should contain complete specifications, details of services and equipment/accessories offered together with other relevant literature/ catalogues of the equipment offered. **The Price Schedule should not be put in the envelope containing the Technical Bid.**
- 16.6 All the conditions of the contract to be made with the successful bidder are given in various Sections of this document. Bidders are requested to state their compliance/ non-compliance to each clause as per **Proforma-D**. This should be enclosed with the technical bid.
- 16.7 Timely delivery of the bids is the responsibility of the Bidder. Bidders should send their bids as far as possible by Courier Services or Registered Post or safe hand mode. Bids may also be handed over to the Officer in Charge of receiving the bids before the bid closing date and time. Company shall not be responsible for any postal delay/transit loss.
- 16.8 Bids received in any other form (e-mail, fax etc.) shall not be accepted except mentioned in **clause No. 14.0**, above.
- 17.0 DEADLINE FOR SUBMISSION OF BIDS:** Bids in physical form in triplicate (Original + 2-copies) must be received by the company within the Bid Closing Date & Time at the address specified in the “Forwarding Letter”.
- 18.0 LATE BIDS:** Any Bid received by the Company after the deadline for submission of bids prescribed by the Company shall be straightway rejected.

**19.0 MODIFICATION AND WITHDRAWAL OF BIDS:**

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

**20.0 EXTENSION OF BID SUBMISSION DATE:**

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

**21.0 BID OPENING AND EVALUATION:**

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

- 21.5 Company shall prepare, for its own records, minutes of bid opening including the information disclosed to those present in accordance with the subpara 21.3.
- 21.6 Normally no clarifications shall be sought from the Bidders. However, for assisting in the evaluation of the bids especially on the issues where the Bidder confirms compliance in the evaluation and contradiction exists on the same issues due to lack of required supporting documents in the Bid (i.e. document is deficient or missing), or due to some statement at other place of the Bid (i.e. reconfirmation of confirmation) or vice versa, clarifications may be sought by OIL. In all the above situations, the Bidder will not be allowed to change the basic structure of the Bid already submitted by them and no change in the price or substance of the Bid shall be sought, offered or permitted.
- 21.7 Prior to the detailed evaluation, Company will determine the substantial responsiveness of each bid to the requirement of the Bidding Documents. For purpose of these paragraphs, a substantially responsive bid is one, which conforms to all the terms and conditions of the Bidding Document without material deviations or reservation. A material deviation or reservation is one which affects in any way substantial way the scope, quality, or performance of work, or which limits in any substantial way, 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 **03%** 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 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 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.
- 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**

## **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 Bidder must have experience of providing at least one(1) complete Mud Engineering Services including deployment of requisite manpower, equipment and supply of mud chemicals to any E&P Company for drilling oil/gas wells in previous 07 ( seven years) to be reckoned from the original bid closing date.
- 1.2 Bidder must have experience of providing Mud Engineering Services for minimum five (5) numbers of oil/gas wells of which at least 1(one) number of wells must be of depth 2600m drilled with KCL-PHPA-Polymer mud system in the past seven(7) years reckoned from the original bid closing date. The Bidder is required to submit documentary evidence of such wells.
- 1.3 Details of experience and past performance of the bidder on service/jobs done of similar nature in the past are to be submitted along with the technical/unpriced bid, in support of experience laid down at para 1.1 & 1.2 above. 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/unpriced bid.
- 1.4 Bidder must confirm to provide two (02) on-site Mud Engineers on 12-Hour shift basis at all times. The Mud Engineers (both Lead & Second) should have minimum educational qualification of Bachelor in Engineering / Science or equivalent. The Lead Mud Engineer should have minimum five (05) years' experience and Second Mud Engineer should have minimum three (03) years' experience in handling the proposed KCL-PHPA-Polymer mud system independently in exploratory wells of which at least 1(one) well must be a depth of 2600m. Bidder should submit bio-data of competent personnel at the time of submission of bid.
- 1.5 The Bidder should be in a position to complete mobilization of their resources at site to take up the assignment in the event of a contract within **90(Ninety)** days from the date of

issue of Mobilization Notice by Company. Bidder is required to submit a declaration in this regard.

- 1.6 The Bidder must confirm in an undertaking to provide complete Mud Engineering package as specified in Scope of Work/Technical Specification under Section-II of the tender document failing which, the bid will be rejected.
- 1.7 A job executed by a Bidder for its own organization/subsidiary will not be considered as experience for the purpose of meeting BEC.

## **2.0 MUD CHEMICALS REQUIRED FOR THE SERVICE:**

The bidder must confirm and submit the following documents:

- i) For supply of Chemicals and mud additives as per **Annexure-IV** required to perform the job as laid down in “**Scope of Work**” of the tender.
- ii) **MSDS sheets** for chemicals and additives required to perform the job as detailed in “**Scope of Work**” of the tender, without which the bid will not be considered for evaluation.

## **3.0 FINANCIAL CRITERIA:**

- (i) The bidder shall have **Annual financial turnover** of minimum **US\$ 837,177 (US Dollar Eight Hundred Thirty Seven Thousand and One Hundred Seventy Seven)** during any of the preceding 03 (three) financial/accounting years reckoned from the original bid closing date.
- (ii) Net worth of bidder should not be less than **US\$ 251,153 ( US Dollar Two hundred Fifty One Thousand and One Hundred Fifty Three)** 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-III** 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-II**.

**OR**

- (ii) Audited Balance Sheet along with Profit & Loss account. In case of foreign bidders, self-attested/digitally signed printed published accounts are also acceptable.
- (iv) In case the audited Balance sheet and Profit Loss Account along with the bid are in currencies other than US\$, the bidder shall have to convert the figures in equivalent US\$ considering the prevailing conversion rate on the date on which the Audited Balance sheet and Profit and Loss Account is signed. A CA/CPA Certificate is to be submitted by the bidder regarding converted figures in equivalent US\$. Else, the Audited Balance Sheet and Profit & Loss Account shall be evaluated by considering the Exchange rate declared by OANDA Exchange Rates in Gabon (on the date on which the Audited Balance Sheet and Profit & Loss Account is signed) for conversion to US\$.
- (v) In case the bidder is a subsidiary company (should be a 100% subsidiary of the parent/ultimate parent/holding company) who does not meet financial criteria by itself and submits bid based on the financial strength of its parent/ultimate parent/holding company, then following documents need to be submitted along with the technical bid:
  - a) Audited Balance Sheet and Profit Loss Account of the parent/ultimate parent/holding company.
  - 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”.

**(vi) Working Capital:**

The Bidder should have minimum working capital equal to **US\$ 251,153 ( US Dollar Two hundred Fifty One Thousand and One Hundred Fifty Three)** , as per immediate preceding audited financial year result. In case the working capital is short the bidder can supplement the same through line of credit from a scheduled commercial bank. Working Capital shall mean "Current Assets minus Current liabilities" as per latest year's audited consolidated annual Financial Statements.

**4.0 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 Nos. 1.0 to 2.0**, above. However, at least any one of the consortium members individually shall have to meet the Annual financial turnover criteria

mentioned in **Clause No. 3.0** above and the other members of Consortium should meet minimum **USD 418,588** (US Dollar Four Hundred Eighteen Thousand and Five Hundred Eighty Eight) turnover by each member.

The financial Net worth of the all the Members of the consortium should be positive. The members of the consortium collectively should meet the net worth equal to **US\$ 251,153** ( US Dollar Two hundred Fifty One Thousand and One Hundred Fifty Three), as per immediate preceding audited financial year result

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

#### **5.0 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.

#### **6.0 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 **60 (Sixty) 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 **60 (Sixty) days**. Bids with shorter validity (i.e. less than 60 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 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

## **7.0 DOCUMENTS:**

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

- (1) Technical Specifications Sheet (MSDS) with brief description of Mud Chemicals, Additives and Laboratory Equipments identified for deployment in the event of contract must be furnished to fulfil Clause Nos. 1.0 & 2.0 above.
- (2) Bidder must submit necessary documentary evidences as noted below in support of the experience under the clause No. 1.0, (1.1) to (1.6) above:

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

- (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 experience cited above in support of providing Mud Engineering service.
- (3) 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-VIII**.
  - (4) An undertaking vide **ANNEXURE-VII** 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.
  - (5) Bidder to provide all copies of Agreement/MOU/Tie-up as supporting documents along with technical bid.
  - (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-II**.
  - (7) Bidder while submitting the documents in support of their experience vide Clause 4.0 above shall also submit details of experience and past performance of Leader of the consortium (in case of Consortium bid) on services/jobs done of similar nature in the past along with the technical bid. Also, details of current work in hand and other contractual commitments of the bidder (indicating areas and clients) are to be submitted along with the technical bid in support of the experience laid down in Para 1.0, above.

**NOTE:** (a) All Certificates and documentary evidences required to be submitted in support of Clause No. 7.0, Sl. Nos.(1) to (7) 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.

#### 8.0 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) **Submission of Forged Documents:** 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 6<sup>th</sup> 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-VI**.
- (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.

#### 9.0 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, Standby day Rate, Force Majeure and Demobilization Charges will be restricted to the limit indicated against each as under:
  - (i) Mobilization charges of Mud Engineering Service Package including manpower, mud chemicals, laboratory, Equipment, etc **shall not exceed 20 % of the total evaluated contract price** for 2(Two) wells operations. However, mobilization charges if quoted in excess of **20 %** of the estimated total contract cost, the excess amount shall be paid at the end of the contract. However, the holding amount will not accrue any bank interest.
  - (ii) Demobilization Charge of the Mud Engineering Service Package including manpower, mud chemicals(left-over), laboratory, Equipment, etc **shall not be lower than 5% of total evaluated contract value**. In case de-mob charges quoted is lower than 5%, the differential amount (between 5% and quoted

price) will be kept on hold from the 1st invoice onwards as per equation shown below and the same will be paid at the end of the contract along with Demobilization charges.

***Amount that will be kept on hold in case of demobilization charge is less than 5% of the total contract value = (5% of total quoted contract value) - (Total Quoted Value of Demobilization)***

However, the holding amount will not accrue any bank interest.

(iii) Standby day rate shall not exceed 85% of the operating day rate.

- (e) The Mud Engineering Service Package including manpower, mud chemicals, laboratory, Equipment, etc under this tender shall be used in OIL's exploration area in Gabon for which the items imported for the exploration activities are exempted from customs duty. Hence, NIL rates have to consider for Custom Duty. Bidders are requested to go through the rules & regulations, procedures of Customs of Gabon prior to bidding to make them fully aware and understand the Customs Rule.

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

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

**TOTAL ESTIMATED CONTRACT COST FOR HIRING OF MUD ENGINEERING SERVICE FOR 2(TWO) DRILLING WELLS INCLUSIVE OF ALL CHARGES & TAXES BUT EXCLUDING CSS & TVA IS SHOWN BELOW: TEC**

**TEC = MOB + ILM + DMOB + TAN + OSR\* + SSR\***

Where,

- (a) **MOB**: Total Mobilization cost  
(b) **ILM**: Total Inter Location movement charges  
(c) **DMOB**: Total De-mobilization cost

- (d) **TAN:** Total Tangible Cost
- (e) **OSR:** Total Operational Spread Rate
- (f) **SSR:** Total Standby Spread Rate
- (g) **TEC:** Total Estimated Costs (TEC) for 2-wells

**NOTES:**

- (i) The items for the services are as defined in Schedule of Rates (Part-3, Section - IV).
  - (ii) \*Rig Operation time of 108 days and Rig Stand by Time of 30 days for two well operations are considered to evaluate the total cost for comparison purpose only. However, payment will be made as per actual day of operations.
- (h) **Note in use**

**END OF PART-2**

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

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

**1.0     DEFINITIONS:**

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

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



contractor 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.
- (l) **“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 Mud Equipment & Laboratory, Manpower and other resources including mud & completion chemicals for execution of this contract 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 establishes a storage facilities/Godown near the site with the requisite quantity of mud chemicals and other resources to maintain sustainable supply to well site for uninterrupted drilling operation and all their equipment & manpower are placed at the designated location in readiness to commence assigned jobs as envisaged under the Contract, after the equipment are fully tested, calibrated & put into operation and necessary experimental work is conducted as specified in the scope of work and duly certified by Company's authorized representative.
- 2.3 **DATE OF COMMENCEMENT OF OPERATION:** The date & time of spud-in of the first well after completion of mobilization of entire Mud Equipment & Laboratory, Mud chemicals and other resources including manpower is completed in all respect 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 Mud Equipments, tool, leftover mud chemicals and all other resources including all formalities & documentation for re-export. However, Company reserves the option for extension of the contract to another drilling location on same terms & conditions and mutually agreed rates but not higher than the original rate(s) of the Contract. Notwithstanding the date of contractual expiry as above, if drilling operation is in progress in a particular well and validity of contract expires, it will be obligatory on the part of the Contractor to provide the Services as usual till completion/abandonment of that particular well, unless specifically directed otherwise by the Company in writing. In case of extension of the contract to another drilling location, the duration of the contract shall be suitably extended.
- 2.5 **DEMOBILIZATION TIME:** The Contractor shall arrange for demobilization from site within 7(seven) days of notice and execute re-export(if applicable) of the entire Mud Equipment & Laboratory, Manpower, leftover consumables(Mud Chemicals) etc from the date of issue of demobilization notice from Company (OIL) 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.
  - 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 own expenses. If such corrective Work is not performed within a reasonable time, the Company, at its option may have such remedial Work performed by others and charge the cost thereof to Contractor subject to a maximum of the contract value payable for the defective work which needs corrective action which the Contractor must pay promptly. In case Contractor fails to perform remedial work, or pay promptly in respect thereof, the performance security shall be forfeited.

**8.0 CONFIDENTIALITY, USE OF CONTRACT DOCUMENTS AND INFORMATION**

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

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

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

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

8.3 Any document supplied to the Contractor in relation to the contract other than the Contract itself remain the property of Company and shall be returned (in all copies) to Company on completion of Contractor's performance under the Contract if so required by Company. All information obtained by Contractor in the conduct of operations and the information/maps provided to the Contractor shall be considered confidential and shall not be divulged by Contractor or its employees to anyone other than the Company's personnel. This obligation of Contractor shall be in force even after the termination of the contract.

8.4 However, the above obligation shall not extend to information which:

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

8.5 During this Contract, Company and its employees, agents, other contractors, subcontractors (of any tier) and their employees etc. may be exposed to certain confidential information and data of the Contractor. Such information and data shall held by the Company, its employees, agents, other contractors, subcontractors (of any tier) and their employees in the strictest Confidence and shall not be disclosed to any other party except on a need to know basis.

## **9.0 TAXES:**

9.1 Tax levied on Contractor as per the provisions of Laws of Gabon/Financial Rules/Tax rules of Gabon and any other enactment/rules on income derived/ payments received under the contract will be on contractor's account.

9.2 Contractor shall be responsible for payment of personal taxes, if any, for all the personnel deployed in Gabon by Contractor.

- 9.3 The Contractor shall furnish to the Company, if and when called upon to do so, relevant statement of accounts or any other information pertaining to work done under the contract for submitting the same to the Tax authorities, on specific request from them in accordance with provisions under the law. Other than the information provided by the Contractor, the Contractor shall not be responsible for any inaccurate information provided by the Company to the Tax authorities and the Company shall indemnify the Contractor for all claims, expenses, costs or losses of any nature arising from such inaccuracy. Contractor shall be 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 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 reasonable compensation or credit for the change. If Contractor disagrees with compensation or credit set forth in the Change Order, Contractor shall nevertheless perform the work as changed, and the parties will resolve the dispute in accordance with Clause 14 hereunder. Contractor's performance of the work as changed will not prejudice Contractor's request for additional compensation for work performed under the Change Order.

## **12.0 FORCE MAJEURE**

- 12.1 In the event of either party being rendered unable by 'Force Majeure' to perform any obligation required to be performed by them under the contract, the relative obligation of the party affected by such 'Force Majeure' will stand suspended for the period during which such cause lasts. The word 'Force Majeure' as employed herein shall mean acts of God, war, revolt, agitation, strikes, riot, fire, flood, earthquake, sabotage, explosion, civil commotion, road barricade (but not due to interference of employment problem of the Contractor), acts of government of the two parties, which makes performance impossible or impracticable and any other cause, whether of kind herein enumerated or otherwise which are not within the control of the party to the contract and which renders performance of the contract by the said party impossible.
- 12.2 Upon occurrence of such cause and upon its termination, the party alleging that it has been rendered unable as aforesaid thereby, shall notify the other party in writing within Seventy Two (72) hours of the alleged beginning and ending thereof, giving full particulars and satisfactory evidence in support of its claim.
- 12.3 Should 'force majeure' condition as stated above occurs and should the same be notified within 72 (seventy-two) hours after its occurrence, the 'force majeure' rate shall apply for the first 15(Fifteen) days. Party will have the right to terminate the Contract if such 'force majeure' conditions continues beyond 15(Fifteen) days with prior written notice. Should either party decide not to terminate the Contract even under such condition, no payment would apply after expiry of 15(Fifteen) days force majeure period unless otherwise agreed to.



- 13.0 TERMINATION:** This contract shall terminate for the following reasons:
- 13.1 TERMINATION ON EXPIRY OF THE TERMS (DURATION):** This contract shall be deemed to have been automatically terminated on the expiry of duration of the contract, thereof.
- 13.2 TERMINATION ON ACCOUNT OF FORCE MAJEURE:** Either party shall have the right to terminate this Contract on account of Force Majeure as set forth in Article 12.0 above.
- 13.3 TERMINATION ON ACCOUNT OF INSOLVENCY:** In the event that the Contractor or its collaborator at any time during the term of the Contract, becomes insolvent or makes a voluntary assignment of its assets for the benefit of creditors or is adjudged bankrupt, then the Company shall, by a notice in writing have the right to terminate the Contract and all the Contractor's rights and privileges hereunder, shall stand terminated forthwith.
- 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 entirety without any further right or obligation on the part of the Company, except for the payment of money then due. No notice shall be served by the Company under the condition stated above.
- 13.7** Notwithstanding any provisions herein to the contrary, the Contract may be terminated at any time by the company on giving 15 (fifteen) days written notice to the Contractor due to any other reason not covered under the above clause from 13.1 to 13.6 and in the event of such termination the Company shall not be liable to pay any cost or damage to the Contractor except for payment of services as per the Contract up to the date of termination including the Demobilization cost, if any.
- 13.8 CONSEQUENCES OF TERMINATION:** In all cases of termination herein set forth, the relative obligations of the parties to the Contract shall be limited to the period up to the date of termination. Notwithstanding the termination of this Contract, the parties shall continue to be bound by the provisions of this Contract that reasonably require some action or forbearance after such termination
- 13.9** Upon termination of this Contract, Contractor shall return to Company all of Company's items, which are at the time in Contractor's possession.

- 13.10 In the event of termination of contract, Company will issue Notice of termination of the contract with date or event after which the contract will be terminated. The contract shall then stand terminated and the Contractor shall demobilize their personnel & materials. Contractor shall be entitled for payment for services actually rendered in conformity with the contract up to the date of its termination subject to the certification by OIL

#### **14.0 SETTLEMENT OF DISPUTES AND ARBITRATION**

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

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

documents, notes, memoirs and the adversarial nature of the debate are fully communicated.

- (9) They decide the dispute submitted to them in accordance with the rules of law.
- (10) The parties agree to waive the right to have the arbitral award set aside. This award, which has the force of *res judicata*, shall be binding on the parties and shall be immediately enforceable.
- (11) For the communication of their files, the parties elect domicile at their respective addresses.
- (12) The law applicable to this contract is that in force in the Gabonese Republic and the official language of the dispute settlement is (French).
- (13) Each party shall be responsible to make the fees payable of the Arbitrator appointed by it as per their mutual agreement. However, both the parties (Company and 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:

(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) 074525252  
E-mail Id: [oilgabonprojectgroup@oilindia.in](mailto:oilgabonprojectgroup@oilindia.in);  
**[oilgabonproject@oilindia.in](mailto:oilgabonproject@oilindia.in)**

(B) **CONTRACTOR:**

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

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

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

**18.0 SUBSEQUENTLY ENACTED LAWS :** Subsequent to the date of bid closing, if there is a change in or enactment of any law or change in application or enforcement or interpretation of existing law by any governmental authority or public body, which results in addition/ reduction in cost to Contractor on account of the operation contemplated under the Contract, the Company/Contractor shall reimburse the Contractor/pay Company for such additional/reduced costs actually incurred/saved by Contractor, subject to the submission of documentary evidence by Contractor/Company.

**19.0 MISCELLANEOUS PROVISIONS:**

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

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

penalties and liability of every kind for breach of any such Statute, Ordinance or Law, regulation or bye-law.

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

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

**20.0 PERFORMANCE SECURITY:** Successful bidder has to submit Performance Security for an amount **03 ( three) % 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 subcontractors or their employees on account of bodily injury or death, or damage to personnel/property as a result of the operations contemplated hereby, regardless of whether or not said claims, demands or causes of action arise out of the negligence or otherwise, in whole or in part or other faults.
- 24.2 Except as provided hereof Company agrees to protect, defend, indemnify and hold Contractor harmless from and against all claims, suits, demands and causes of action, liabilities, expenses, cost, liens and judgments of every kind and character, without limit, which may arise in favour of Company's employees, agents, contractors and subcontractors or their employees on account of bodily injury or death, or damage to personnel/property 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 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 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.

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

**37.0 INSPECTION BY OPERATOR:** The Company shall have the right to inspect and reject for any valid cause any items furnished by Contractor and Contractor shall replace or repair at its sole expense such items so rejected with items free of defects, to the satisfaction of the Company.

**38.0** The Contractor shall assume all responsibility for cleaning up and controlling pollution or contamination which originates from Contractor's equipment and facilities above the surface including all claims, demands and causes of action of every kind and character arising from such pollution or contamination.

### **39.0 CUSTOMS DUTY:**

(i) The services under this Contract shall be carried out in OIL's exploration areas, for which, the items / equipment / spares / tools / materials to be imported in connection with execution of this particular Contract are exempted from customs duty but are subject to approval of the DGH-Gabon and Custom authority of Gabon. **Bidders/Service Providers should go through the rules & regulations, procedures of Customs of Gabon to make them fully aware and understand the Customs Rule for a suitable offer.**

(ii) Bidder/Contractor should provide the list of items to be imported by them under the Contract in the format specified in **Proforma-A** along with their bid for issuance of DGH-Gabon approval for exemption of Custom Duty benefit. Contractor shall made written request to DGH-Gabon immediately through company (OIL) after shipment of the goods indicated by them in Proforma-A along with the invoices and all shipping

documents (with clear 15(fifteen) working days notice) requesting for exemption of Custom Duty. OIL will provide necessary documents, if required to avail Custom duty exemption. It shall be however, Contractor's responsibility to obtain recommendation of approval from DGH and clear the goods through customs. OIL shall not be liable in whatsoever manner for the rejection of their claims for zero customs duty by any of the authorities including DGH-Gabon arising solely as a result of any default on the part of the Contractor. Contractor shall indemnify OIL from all liabilities of Customs Duty.

- (iii) It is the single point responsibility of the contractor to clear all the material, equipment, items from custom authority of Gabon, transportation to the well site, storage of all the required consumables including tubular at their own cost.
- (iv) **Re-Export:** The equipment/items/materials to be imported in to Gabon on re-exportable basis for execution of this contract shall have to re-export after completion of the assignment and should complete all required formalities & documentation. The Contractor should submit all the clearances obtained from the respective Custom authorities and other agencies for re-export of the entire equipment, tools, items, consumables (Leftover) to the company before releasing the final bill. The Contractor/Service provider should arrange for re-export of all items/equipment/materials within the specified period mentioned in this contract document. If the re-export is not completed within the specified period; then the 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 Mud Engineering Services including supply of mud chemicals/materials, mud testing laboratory and equipments for drilling of 2 (two) exploratory wells” in Shakthi Block-II, Gabon with an option of 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).

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

#### **1.0 DEFINITION OF WORK**

Contractor to provide mud engineering services with complete packages of equipments, mud laboratory with tools, manpower, supply of mud chemicals, additives and any other consumables required to carry out successful completion of two vertical drilling wells of TD: 2570 m & 1950 m at Loc. C & Loc. LE respectively.

#### **2.0 OTHER INFORMATION**

The proposed two exploratory wells will be drilled by engaging a Charter Hire on-land electrical drilling rig of 1400 HP capacity. 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 9.⅝” by using 9.½”-9.⅝” 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. Depth of the wells may somewhat increase or decrease at the discretion of the Company within the rated capacity of the Rig.

#### **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.

#### 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
Cretaceous	Albian		Madiela+Ezanga	100	Sand with carbonate
	Aptian	Ezanga		100	High proportion of soluble salt
		N'zemeasso	ConiquetSst	130-150	Shale
					Sandstone
		N'Toum	BikeleSst		Cross bedded Sst
					Alternating shale & cross bedded Sst
	Berriasian	Remboue	BenguinSh	150-200	Black colour schist/shale
			SchisteseSh	100	Brown colour schist/shale
			BifounSh		
	SchisteseBruns				
	ForouePlageSst	83-365	Sandstone & shale		
Hauterivian	Kango	BikoumeSh	400	Bluish Shale	
Valanginian		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
		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	

## 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
<b>Total Depth</b>	<b>1900</b>	<b>1950</b>

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 No - 4	
As Per WGS84 System	
Location Lassa East (LE):	
Latitude	0°14'45.8377"S
Longitude	10°20'31.1269"E
Location C:	
Latitude	0°18' 28.4862"S
Longitude	10°16' 01.4692"E
As per UTM projection system based on the Clarke 1880 ellipsoid, spindle 32, whose origin is the astronomical point of M'PORALOKO with: X = 500,000 meters on the central meridian 9° East, Y = 10,000,000 meters Equator.	
Location Lassa East (LE):	
X	649 459.59
Y	9972 753.65
Location C:	
X	641 121.70
Y	965 916.84

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

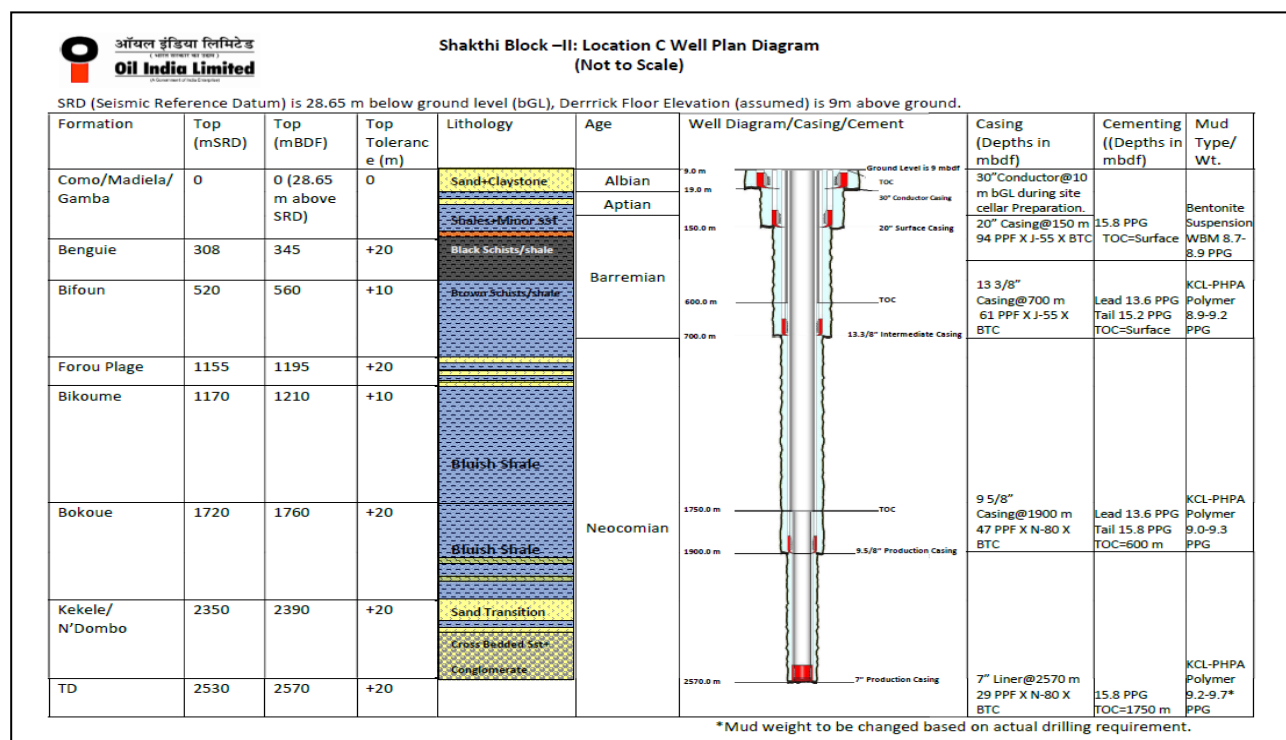


Figure-1: Casing, Cementing & Policy of Loc. C (4 Stage Completion)

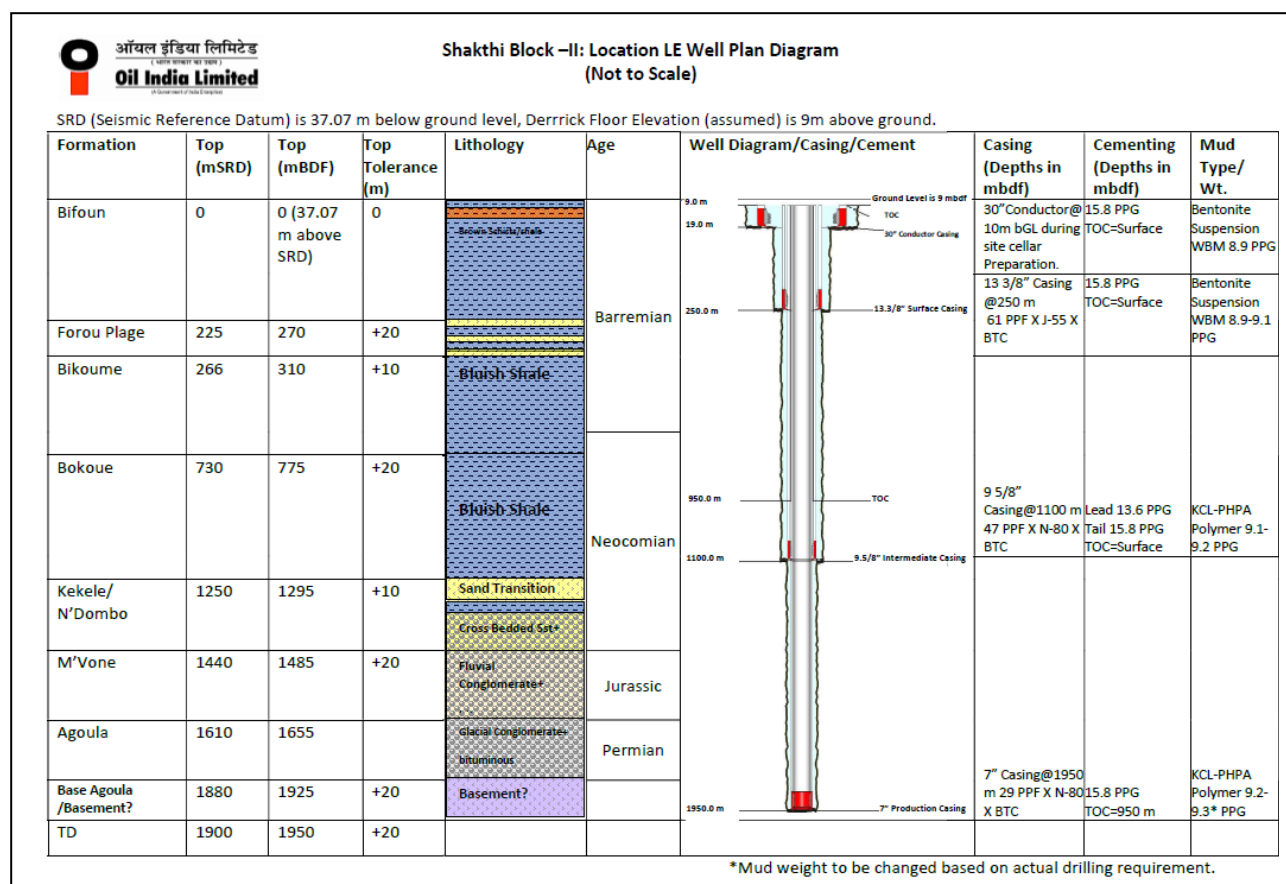


Figure-2: Casing, Cementing & Mud Policy of Loc. LE (3 Stage Completion)

#### 5.4 CASING POLICY:

Table-5: SUMMERY OF CASING, CEMENTING & MUD POLICY						
Casing/ Liner	Hole size	Casing Size	Loc:LE	Loc:C	Cement	Mud-WBM
Surface casing	26"	20", J-55 x94ppfxBTC	-----	0-150	Up to surface	8.7-8.9ppg Bentonite Suspension.
Intermediate Casing	17.1/2"	13.3/8", J-55 x61 ppfxBTC	0-250	0-700	Up to surface	8.6-8.9 ppg polymer mud*
Production Casing	12.1/4"	9.5/8",N-80 x 47 ppfxBTC	0-1100	0-1900	Up to surface	8.9-9.3 ppg Polymer mud
Production Liner	**8.1/2"	7", N-80 x 29 ppfxBTC	950-1950	1750-2570	100 m inside 9.5/8" casing	9.3-9.5 ppg Polymer mud
Production tubing: EUExN-80	3.1/2"X12.95	ppf	1950	2570	-----	2% KCl brine

\* 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.

#### Note-1:

- Depths are tentative, may vary as per operational and G&G requirement.
- In case when due to operational issues the 8.1/2" 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 4.1/2" liner would only be run to well TD if oil shows indicate that the well may be tested.
- Stage Cementation may be planned in 9.5/8" casing in view of requirement of higher volume of cement and/or expected loss – prone zone.

**Mud Loss:** At Loc#SD (Lassa-2) while drilling 8.1/2" section at a depth of 1713 m a sudden mud loss of 50 bbls observed. Total Mud loss of 153 bbls during circulation after landing 7" liner shoe @1668 m & 147 bbls encountered during 7" liner cementation. Provision shall be kept for liner tie back if situation demands for so.

## 6.0 **SCOPE OF WORK – MUD ENGINEERING SERVICE:**

The basic and important requirements of Mud Engineering Services to be provided for the drilling of two exploratory vertical wells in Block Shakthi-II are as follows:

- To provide primary well control by balancing any formation pressure.
- To provide hole cleaning and remove drilled cuttings.
- To lubricate the bit and the drill string to reduce torque.
- To provide good filter cake and neutralize potential loss zones.
- To provide stable wellbore conditions in all Lithology including halites and evaporate.
- Be environmentally sensitive.
- Provide a financially feasible option.

The Contractor is required to provide Mud Engineering Services in totality. The broad scope of work and supply materials includes but not limited to:

- Designing and formulation of phase-wise mud program and completion fluid. Supply of adequate water for preparation of mud will be met either by Company or by any third party engaged by Company.
- Complete Mud engineering services.
- Supply of complete line of drilling mud, completion fluids and wellbore clean up chemicals/additives at site.
- Supply of qualified & competent Personnel to carry out Mud Engineering services round the clock throughout the contract period.
- Supply of well site laboratory equipped with mud testing equipment, tools, accessories and reagents at site as per the requirement given in **Annexure-V**.

## 6.1 **DESIGNING OF MUD PROGRAMME:**

- 6.1.1 Based on the GTO/Drilling Program, Contractor shall design a phase wise mud program including detail mud formulation, mud weight and other important mud parameters, requirement of mud chemicals and anticipated volume usage for each phase of the well, including the benefit of the proposed mud system.
- 6.1.2 An estimate of mud additives / materials required for each interval and the associated cost, as well as a total cost for each well.
- 6.1.3 The Contractor shall keep adequate provision of mud additives for addressing down hole complications including but not limited to cement contamination, mud loss, stuck pipe, caving, high pressure kick etc. and have back-up chemicals readily available at site.
- 6.1.4 Summary of environmental concerns (if any) with the proposed mud system(s), as well as associated disposal and/or restocking considerations.

## **6.2 PERSONNEL TO BE DEPLOYED:**

- 6.2.1 Lead Mud Engineer:** Contractor will provide one on-site Lead Mud Engineer on 12-hour shift basis. The Mud Engineer will be required to work on a suitable basis of ON/OFF duty roaster and rotation accordingly. OIL reserves the right to modify its requirement of on-site Mud Engineers anytime.
- 6.2.2 Second Mud Engineer:** Contractor will provide one on-site Second Mud Engineer on 12-hour shift basis. The Mud Engineer will be required to work on a suitable basis of ON/OFF duty roaster and rotation accordingly. OIL reserves the right to modify its requirement of on-site Mud Engineer anytime.
- 6.2.3 Experience of Lead Mud Engineers:** Should have minimum educational qualification of Bachelor in Science /Engineering or equivalent. The Lead Mud Engineer should have minimum five (05) years experience in handling the proposed KCL-PHPA-Polymer mud system independently in OIL/GAS wells of at least 2600 m depth.
- 6.2.4 Experience of Second Mud Engineers:** Should have minimum educational qualification of Bachelor in Science /Engineering or equivalent. Second Mud Engineer should have minimum three (03) years experience in handling the proposed KCL-PHPA-Polymer mud system independently in OIL/GAS wells of at least 2600 m depth.
- 6.2.5** Both the Mud Engineers should have adequate knowledge in working with contractor's materials, equipment and procedures for the services provided by the contractor. The mud engineer should be competent enough/should have sufficient experience in solving down hole complications including but not limited to cement contamination, mud loss, stuck pipe, caving, high pressure kick etc. The mud engineers shall work in close coordination with OIL's Chemist / Company man and discuss/communicate all work plan related to operation.
- 6.2.6** The Mud Engineers should be sound health and fit to work in different Environment. The maximum age of Mud Engineers should not be more than 55years as on scheduled bid closing date of this Tender.
- 6.2.7** The Contractor shall submit personnel bio-data/resume in respect of Mud Engineers for OIL's approval. The resume should specifically include but not limited to the following.
- Length of experience in exploration wells
  - Length of experience in wells with proposed mud system
  - Area/Field where and for whom worked
  - Type of mud system(s) worked with specific reference to Inhibitive Water Based mud system
  - Experience in solving down hole problems.
  - Educational Qualification

- Date of Birth (Age) and Health Condition etc.

6.2.8 The Mud Engineers shall be responsible including but not limited to the following:

- Prepare mud as per drilling and mud program.
- Attend down hole problems and take corrective actions in consultation with Company's Chemist/Representative.
- Run, maintain, and manage the mud system in consultation with Company representative.
- Prepare daily mud program and submit to Company Representative at the Drilling Site. Prepare daily mud report, hydraulics report and chemical consumption statement and submit to Company representative.
- Maintain a stock of inventory on the Drilling site and ensure that adequate stock is available at all the time to maintain and run the mud system and to cater for eventuality, if any.
- Ensure that adequate spares for all the mud engineering related equipment, tools and lab are available at site to carry out any repair/maintenance without downtime.

6.2.9 The on-site Mud Engineers is required to test mud samples for all parameters at least twice a day or as per operational requirement and submit daily operational report including hydraulics, mud parameters etc. to OIL Chemist /Company representative. The daily report should also include volume of mud prepared and consumed, stock and consumption of chemicals and other additives, status of solid control equipment etc. The daily reports should be in standard IADC format.

6.2.10 Suitable substitution/replacement of any mud engineer of the Contractor due to any valid reasons will be with prior approval of OIL.

6.2.11 The Contractor will have to right remove any of their personnel from site if deemed not suitable or considered not desirable by Company to carry-out the work and replace him/her with a person acceptable to Company within two weeks' time at their own expenses.

6.2.12 Contractor personnel working on site must be fully conversant with, and adhere to the environmental and HSE policies, be responsible for the safe handling of drilling fluid materials at the rig site to ensure that rig crews adhere to the HSE policy and minimize mud material damage.

6.2.13 Solid control equipment's shall be effectively utilized by the Contractors Mud Engineers.

6.2.14 The on-site mud engineer shall collect all relevant operational data from driller or any other data gathering system like MLU and record it for taking operational decisions as well as for final well completion report (Mud Recap). The contractor shall submit the well completion report after completion of each well as per standard international practice.

- 6.2.15 All requirements of Contractor's personnel will be borne by the Contractor including their remuneration, transportation up to well sites, on-route expenses etc. The Contractor shall ensure that their personnel are eligible to work in Gabon and have necessary visa, and other relevant documents including health control requirements such as yellow fever vaccination certificate prior to travel.
- 6.2.16 On site accommodation and food will be provided through Rig Service provider for two Mud Engineers during their stay at well site.
- 6.2.17 Contractor's Mud Engineers shall be capable to read, write & speak in English. The knowledge of France language is desirable.

### **6.3 SUPPLY OF MUD MATERIALS/CHEMICALS AND ADDITIVES:**

- 6.3.1 The Contractor shall supply complete line of mud chemicals and additives required for preparation and maintenance of mud and completion fluid. The contractor shall maintain adequate stock of all chemicals including insurance chemicals / back-up chemicals and ensure timely supply as per operational requirement of the well. However, the payment will be made on actual consumption basis duly certified by OIL chemist / Company Representative. Bidder shall maintain his own warehouse / supply base and deliver chemicals at site by his own arrangement / expenses.
- 6.3.2 It's Contractor's responsibility to transfer all mud chemicals / additives from 1<sup>st</sup> location to next location after completion of well. Company will provide crane service through Rig Service provider if required and other logistic facilities are to be arranged by the Contractor.
- 6.3.3 The Contractor shall provide product data for each chemical including but not limited to brand name, country of origin, manufacturer's name, specifications /test reports of the chemicals, unit of packing, country of origin, specification and Material Safety Data Sheet (MSDS). All such information on the complete list of chemicals for drilling, completion and wellbore clean-up fluids must be submitted along with the techno-commercial bid.
- 6.3.4 All the chemicals should be in their original packing & conform to relevant API / standard approved by the local government specifications. Contractor shall provide the test report from a recognized laboratory for quality of chemicals, on request. However, OIL reserves the right to inspect the chemicals in contractor's ware house / OIL's well site and draw samples for testing. If any chemical is found to be not conforming to the specifications, contractor shall replace the defective material immediately with quality product that conforms to the specification.
- 6.3.5 OIL reserves the right to terminate the contract if the chemicals and additives are found to be substandard and the contractor is unable to replace those.
- 6.3.6 The contractor shall maintain adequate stock of vital chemicals (insurance stock) all the time during operation as back up for well/ operation safety. Insurance stock of chemicals to be maintained has been shown in **Table-13**.

- 6.3.7 In view of the remoteness of drilling locations and space and logistic constraints, the Contractor must maintain their supply base/main warehouse at a place nearest possible to the drilling locations and feed the requisite chemicals in optimum quantity to Rig site through their own arrangement/expenses by engaging trucks to ensure un-interrupted drilling up to the well completion stage. Contractor may use Company's already developed areas (E.g. Well plinth of Lassa-1 & so.).
- 6.3.8 OIL reserves the right to terminate the contract and take prompt action as may be deemed fit, if the chemicals/additives are not stocked adequately as advised and/or are found to be of sub-standard quality and the Contractor is unable to replace those without disrupting the drilling program within reasonable time.
- 6.3.9 The interval wise mud system given below in Table-8 to Table-12 under Para 8.0 of this section is tentative. However, the Contractor is free to design the mud system/parameters as per the well requirement to achieve true gauged hole and trouble free drilling. The section wise use of chemicals is provided for each well. In case the Contractor plans to use any other additives or chemicals, the same may be mentioned in their Techno-commercial Bid along with the technical justifications thereof and the rates to be quoted accordingly in their Price Bid.
- 6.3.10 OIL shall not buy any leftover chemicals brought by the contractor after completion of the project/expiry of the contract under any circumstances. Contractor has to take back the leftover chemicals at their own cost and responsibility.**
- 6.3.11 During the Mud Engineering service, if any foul smell emanates in the mud system or in effluent pit due to addition of any of their additives, contractors will be solely responsible for immediate replacement of the chemicals / additives. Service provider to ensure that the replaced chemicals supplied are of equivalent / better make or quality. Party should ensure to replace the chemicals without any operational interruption.
- 6.4 WELL SITE LABORATORY AND MUD TESTING KIT:**
- 6.4.1 The contractor shall provide a suitable well site laboratory complete with all regular mud checking equipment including but not limited to mud balance, MF Viscometer, API Filter press HP-HT filter press, 6- speed viscometer equivalent to Fann Model 35 SA, retort kit, blender, magnetic stirrer, hot plate, lubricity tester, thermometer, pH meter etc. List of minimum requirement of laboratory equipments are given in **Annexure-V** which is to be submitted along with technical bid.
- 6.4.2 The contractor shall provide all consumables, glass wares, reagents etc. required for daily mud testing.
- 6.4.3 The equipment/tools are required to be in fully operating condition and save. Repair and preventive maintenance can be carried out with prior permission of the Company and without hampering operational requirements.
- 6.4.4 Contractor shall transfer mud laboratory /consumables/ glass wear/reagent etc from 1<sup>st</sup> location to next location after completion of well at Contractor's responsibility & cost.



- 6.4.5 The Contractor shall submit the detail list of lab equipment and consumables reagents etc. for testing of mud as per API Specifications.
- 6.4.6 In case any of the item/equipment is proposed to be imported for the purpose of execution of this contract, the details thereof must be furnished in the prescribed format as asked for in this bid document.
- 6.4.7 The Contractor shall submit the detail list (Specimen Table-6 below) of lab equipment and consumables reagents etc. for testing of mud as per API Specifications.

Table-6: SPECIMEN TABLE for Laboratory Equipment & Re-Agents			
Sl. No.	Items	Qty	Remarks
1			
2			
3			
4			
5			
6			

\*Add rows as many as required.

## 6.5 LABORATORY EQUIPMENT/ TESTING PROCEDURE:

- 6.5.1 **Minimum Requirements:** The Contractor shall deploy a complete Mud Laboratory at site equipped with various equipment, tools, accessories and consumables thereof in perfectly working order necessary to carry out the jobs specified in the Scope of Work and described elsewhere in this Tender as per API standards. The Contractor shall also provide the test procedures for estimation of Potassium ion, PHPA, Lubricity Co-efficient etc in addition to routine rheological parameters for hole cleaning as per standard industry practice. All Standard mud testing equipment are required in order to provide a complete API mud testing report. List of minimum equipments and tentative quantity of equipments to be available in laboratory are listed in **ANNEXURE-IV**.
- 6.5.2 **Additional Equipment:** Additional equipment and chemicals, if any proposed by the Contractor, may also be included as an attachment.
- 6.5.3 **Maintenance:** The Contractor shall deploy its Mud Lab and all other testing equipment as per requirement in excellent condition and perfectly in working order. Maintenance of the same including supply of spares/consumables etc. throughout the contract duration for trouble free uninterrupted operation will be given prime importance. Contractor shall supply all relevant certification as may be requested by Company.
- 6.5.4 The Contractor shall maintain adequate stock of spares and consumables at site to ensure uninterrupted laboratory services. On-site stock position of spares and critical parts are to be reported to Company Chemist/Representative from time to time.

## 6.6 RESPONSIBILITY MATRIX

For performance of services under this contract, the following may be referred to broadly understand the responsibilities of Contractor & Company.

Table-7: Responsibility Matrix			
Sl. No.	Details	Responsibility of Contractor	Responsibility of Company/ Rig Service Provider
1	Mud Laboratory	Yes	No
2	Mud Chemicals/additives and all testing equipment including lubricity tester.	Yes	No
3	Mud Engineers as required	Yes	No
4	Handling Mud chemicals at site	Yes	No
5	Transportation of Chemicals & additives to well site.	Yes	No
6	Mud preparation	Yes	No
7	Boarding, lodging and first aid facilities at site to the Mud Engineers	No	Rig Service Provider
8	Minimum storage shed for Chemicals at site.	No	Yes
9	Shale Shaker, Desander, Desilter, Degasser and Centrifuge.	No	In Rig package
10	Hopper Mixer and Treating tanks for mixing and treating the mud.	No	In Rig package

## 6.7 REPORTING:

6.7.1 **General:** The Contractor shall comply with the following minimum reporting requirements under the contract. Contractor shall also provide additional reports to the Company Representative as may reasonably be asked for during the execution.

6.7.2 **Materials Inventory:** At all times, the Mud Engineers must maintain an up to date inventory of all the chemicals/additives held at well site and the same shall be reported on daily basis as part of the daily mud report. Additionally, a daily/weekly report on materials inventory at site shall be submitted to the Company's Drilling Superintendent/Company's Mud Chemist/Company Representative at well site and to Drilling-in-charge based at Libreville (GABON).

6.7.3 The Contractor should generate and shall be submitted the copies of daily progress report inclusive of drilling fluid hydraulics to the Company representative at site and to OIL's base office Libreville of GABON. The report should also incorporate drilling operations, complete mud parameters analyses, chemicals consumed, volume of mud prepared, and loss of mud and operation of solid control equipment as per standard practice. Cumulative consumption and cost of chemicals must be provided by the Contractor on daily & weekly basis.

6.7.4 **End of Well Report:** The Contractor shall provide within two weeks of completion of the well a Final Well Recap, containing but not limited to the following:

- A detailed recap of each hole section;

- An evaluation of the mud properties, their performance;
- An analysis and recommendation of the optimum parameters required based on experience gained while drilling the well;
- A detailed list on chemical consumption for each section;
- A comparison of planned vs actual mud properties for each hole section.
- A comparison of planned versus actual mud cost for each hole section;
- A detailed study on the hole problems encountered and mitigation methods and strategies followed;
- Suggestion for improvement in future wells if required.

**6.7.5 Complication Report:** In case of any drilling eventuality encountered such as stuck pipe, lost circulation, unusual caving, cutting bed formations, the Contractor shall notify the Company Representative immediately. A detailed draft report shall be submitted by the Contractor, within 24 hours of the incident (operations permitting), with full details and the reasons for the same and remedial measures/recommendations that shall be followed in the present well as well as in future wells to ensure safe and complication free drilling.

## **6.8 INSTALLATION / DISMANTLING / INTERLOCATION MOVEMENT:**

**6.8.1** Contractor shall mobilize required mud materials / additives / mud Laboratory / mud testing equipment / consumables to first location upon receipt of Mobilization Notice. The Laboratory / equipments will be installed and made operational prior to spud the well. The entire set-up will be dismantled at the end of the operation there for installation in subsequent location. Similarly contractor shall transfer all leftover mud materials / chemicals from first location to the second location. The final dismantling of complete set-up at last location at the end of operation there upon receipt of De-Mobilization notice.

**6.8.2** During ILM period, contractor shall transfer all leftover mud chemicals / laboratory / equipments etc to next well and shall make ready their service prior to spud the well.

## **7.0 SAFETY, HEALTH AND ENVIRONMENT:**

**7.1** Contractor shall comply with applicable environmental laws, statutory regulations mines act applicable to oil mines etc. in Gabon.

**7.2** Contractor shall comply with the applicable environmental laws, statutory regulations and practices, mines act and is required to perform work so as to minimize the generation of hazardous waste to the extent technically feasible.

**7.3** The mud engineers and other personnel to be deployed at site by the Contractor must wear approved PPE as per international practice and perform duty in accordance with Contractor's own HSE policy. In addition to above the mud engineer and other contractor personnel at well site must comply with OIL's internal SHE policy if need be.

## 8.0 MUD POLICY:

### 8.1 FOR LOC #C

#### A. MUD TYPE & MUD WEIGHT

Table-8		
Section	Mud Weight (ppg)	Mud Type
26"	8.7 – 8.9	Bentonite Polymer Mud
17-1/2"	8.9 – 9.2	KCL-PHPA Polymer Mud
12-1/4"	9.2-9.3	KCL-PHPA Polymer Mud
8-1/2"	9.2 – 9.6	KCL-PHPA Polymer Mud

#### B. MUD PARAMETERS FOR 4 STAGE WELL

Table-9				
PARAMETER	26" Hole	17.1/2" hole	12.1/4" hole	8.1/2" hole
Funnel Viscosity	65-60	60-55	55-50	50-45
PV	A.L.A.P	18-12	14-12	12-10
YP	>35	20-35	15-25	>20
Gels	10-16/18-35	12-18/20-35	08-12/20-30	8-12/18-25
6 speed reading	>35	>15	>12	>10
API filtrate	<12cc @TD	<8cc @TD	<6cc @TD	<4cc @TD
pH	8.5-9.5	9.0-9.5	9.0-9.5	9.0-9.5
LGS	A.L.A.P	6	6	<5
Sand	A.L.A.P	<1.0	<0.1	<0.1

### 8.2 FOR LOC #LE:

#### A. MUD TYPE & MUD WEIGHT

Table-10		
Section	Mud Weight (ppg)	Mud Type
17-1/2"	8.9 –9.1	Bentonite Polymer Mud
12-1/4"	9.1-9.2	KCL-PHPA Polymer Mud
8-1/2"	9.2 –9.3	KCL-PHPA Polymer Mud

#### B. MUD PARAMETERS FOR 3 STAGE WELL

Table-11			
PARAMETER	17.1/2" hole	12.1/4" hole	8.1/2" hole
Funnel Viscosity	65-60	55-50	50-45
PV	A.L.A.P	14-20	12-10
YP	>30	15-25	>20
Gels	10-16/18-35	08-12/20-30	8-12/18-25

6 speed reading	>35	>12	>10
API filtrate	<12cc @TD	<6cc @TD	<4cc @TD
pH	8.5-9.5	9.0-9.5	9.0-9.5
LGS	A.L.A.P	6	<5
Sand	A.L.A.P	<0.1	<0.1

### 8.3 MUD HYDRAULICS FOR 26", 17 ½" 12 ¼" & 8 ½" HOLE

Table-12					
Type of bit	Size of hole	GPM (US)	Jet Velocity (ft/sec)	Annular Velocity (ft/min) OH vs DC	Annular Velocity (ft/min) OH vs DP
TCR	26"	700-760	80-90	110-120	100-110
As per selection	17 ½"	550-650	181-200	70-140	55-65
As per selection	12 ¼"	415-550	260-300	140-190	120-130
As per selection	8 ½"	300-380	300-340	290-330	180-220

**Note:** GPM may be changed based on hole behaviour & type of bit used. \*Normal rule says GPM should be 30-40 times of Bit diameter.

### 9.0 CONTINGENCY CHEMICALS:

The minimum stock of following chemicals must be available at all times during the entire operation period:

Table-13		
SI No	Name of Chemical	Quantity
1	Barite	100MT
2	Bentonite	50MT
3	Pipe free Agent	10 drums of 55gals
4	L.C.M. (Assorted)	06MT
5	Soda Ash	02MT
6	Calcium Carbonate (F/M/C)	15MT
7	Ironite Sponge / zinc carbonate	02MT

**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 The name and quantity of mud chemicals/additives mentioned against each item as shown in **Annexure-IV** are tentative and is given to evaluate the cost for price comparison only. However, bidder can quote for additional items with quantity and cost as per this format required as per their design for mud engineering. Contractor will be paid on actual consumption of each chemical.
- 2.0 Chemicals name shown in **Annexure-IV** are generic in nature. The bidder may quote equivalent / substitute chemicals with proper technical specifications.
- 3.0 OIL shall not buy any leftover chemicals brought by the contractor after completion of the project/expiry of the contract under any circumstances. Contractor has to take back the leftover chemicals at their own cost and responsibility.
- 4.0 Contractor may deploy additional personnel to assist the Mud Engineers if feel required so. However, Company will not pay any additional charges for the additional personnel deployed other than 2 (Two) Mud Engineers.
- 5.0 **ZERO RATES:** Notwithstanding any provision in the Contract, no charges shall be payable for the period, the job or activity assigned to the Contractor is halted due to breakdown of Contractor's tools/equipment, non-availability of key personnel or for any other reason.

**END OF SECTION-III**

**PART-3**  
**SECTION-IV**  
**SCHEDULE OF RATES & QUANTITY**

**Brief Description:** “Hiring of Mud Engineering Services including supply of mud chemicals/materials, mud testing laboratory and equipments for drilling of 2 (two) exploratory wells” in Shakthi Block-II, Gabon with an option of 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).

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**

- (i) Mobilization charges shall be payable one time on lump sum basis which cover all local and foreign costs (if any) of the Contractor to mobilize the equipment, mud consumables as per mud policy and man power to the location and also include all duties, any other local and foreign taxes, service tax, visa fee, port fees and inland transportation etc.
- (ii) Mobilization will be completed when all the operating tools / equipment / chemicals are received and tools / equipment / chemicals are tested / calibrated to its rated specifications to the satisfaction of Company along with operating crew at the designated drilling location.
- (iii) Mobilization charges will be payable when all equipment and crew are positioned to undertake / commence the work assigned under the Contract at the location.
- (iv) **Mobilization charges shall not exceed 20% of the total estimated Contract value.**

**B. RENTAL CHARGES FOR ALL EQUIPMENT PER DAY**

- (i) Equipment to be provided at drilling site by the contractor against this contract are furnished vide **Annexure-V**. For which the rental (all inclusive) charges as above will be payable per 24 hours a day (pro rata basis for part thereof up to the completed full hours only) basis.
- (ii) The equipment rental charges include supply of spares and consumables, replacement/maintenance cost and any other operational requirement if any, during the contractual period. The contractor must maintain adequate stock of any such regularly required items at the drilling site under their possession to ensure uninterrupted service.

**C. OPERATIONAL DAY RATE OF PERSONNEL**

Personnel charges include service fee per Mud Engineer per 24 hours a day (pro rata basis for part thereof up to the completed full hours only) basis. The contractor shall deploy **two (02) Mud Engineers** on 12 hrs shift duty basis. Besides above, if the contractor engages any other personnel to assist their Engineer or for any other purposes, OIL will neither be responsible nor will pay for the same to the Contractor unless agreed by OIL in any unavoidable circumstances.

**D. STANDBY RATE FOR MUD ENGINEER PER DAY**

Stand by rate will be payable per 24 hours a day (pro-rata basis for part thereof up to the completed full hours only) and will be applicable against temporary halt of operations due to rig repair / standby / shutdown etc. leading to suspension of Mud Engineering services continuously for more than 48 hours. However, for the initial consecutive 48 hours of suspension of Mud Engineering services under such condition, the normal day rate as per **Para: C** above will be payable on pro-rata. The standby day rate will apply beyond the initial 48 hours till resumption of the services.

**Standby day rate shall not exceed 85% of the operating day rate.**

**Note:**

- (a) Rental charges for equipment and personnel charges for Mud Engineering Services shall be applicable from the date of complete mobilization and commissioning at the designated location.
- (b) Transportation of Contractor's personnel to and fro from the well site to contractor's base will be the responsibilities of the Contractor.

**E. INTERLOCATION MOVEMENT CHARGES:**

- (i) Contractor will be solely responsible for executing Inter-Location Movement (ILM) that covers shifting of all leftover chemicals/ laboratory/mud test equipment / consumables etc. including all taxes / transit insurance etc. as applicable.
- (ii) Lump sum Inter Location Movement charges shall be payable during the period of inter location movement [from one well to next well] inclusive of Re-Installation & Re-Commissioning in next well.

**F. DEMOBILIZATION CHARGES:**

- (i) 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.
- (ii) Company shall give demobilization notice to contractor to commence demobilization. No charge, whatsoever will be payable from the date of demobilization notice.
- (iii) 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.



- (iii) Demobilization charges will be payable on submission of invoice along with necessary documents as required by applicable laws and asked by Company.
- (iv) **Demobilization charges shall not be less than 5% of total estimated Contract value.**

**GENERAL NOTE:**

- i) Bidder should submit the list of items with CIF Libreville / Port Gentil, Gabon value to be imported into **Gabon** in connection with execution of this contract as per **Proforma - A, enclosed.**
- ii) From the **Proforma - A**, bidder should identify the items of re-exportable in nature (i.e. items which will not be consumed during the execution of the contract and required to be re-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).

**G. DAY RATE OF PERSONNEL / RENTAL CHARGES FOR MUD LABORATORY / EQUIPMENTS / TOOLS DURING FORCE MAJEURE:**

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

**H. SCHEDULE OF RATES FOR MUD ENGINEERING SERVICES: FOR 2 (TWO) WELLS:**

Currency Quoted: .....

**(I) MOBILIZATION CHARGES: (MOB):**

SL NO	PARTICULARS	UNIT	QTY (X)	RATE (Y)	TOTAL (X * Y)
1.0	Mobilization charges of Mud materials / chemicals, laboratory with equipment and Mud Engineer (s) considering taxes, insurance and all as stated in para A of Section-IV	LUMPSUM	1		

**(II) INTER LOCATION MOVEMENT: (ILM)**

SL. NO.	PARTICULARS	UNIT	QTY (X)	RATE (Y)	TOTAL (X * Y)
1	Inter Location Movement (ILM) for mud materials/ chemicals, laboratory with equipments and personnel considering taxes, insurance and all as stated in para E of Section-IV	LUMPSUM	1		

**(III) DE-MOBILIZATION CHARGES: (DMOB)**

SL. NO.	PARTICULARS	UNIT	QTY (X)	RATE (Y)	TOTAL (X * Y)
1	De-Mobilization charges of Mud materials/ chemicals, laboratory with equipment and Mud Engineer (s)	LUMPSUM	1		

**(IV) TANGIBLE COST: (TAN)**

SL. NO.	PARTICULARS	UNIT	QTY ( X )	RATE ( Y )	TOTAL ( X * Y )	
1	Rental charges for Mud laboratory with equipment	DAYS	138		A1	
PRICE FORMAT OF CHEMICALS FOR 2 WELLS:						
**REGULAR CHEMICALS:						
	Mud Chemical	Brand Name	UNIT	QTY ( X )	RATE ( Y )	TOTAL ( X * Y )
1	Bentonite		MT	25		B1
2	Barytes		MT	325		B2
3	CMC(H)/ Viscosifier		MT	2		B3
4	Caustic Soda		KG	650		B4
5	PAC-R		MT	11		B5
6	XC-Polymer		MT	11		B6
7	CMC(L)		MT	2		B7
8	PHPA		MT	4		B8
9	Walnut Shell		MT	2		B9
10	KCL		MT	75		B10
11	SAPP		MT	0.6		B11
12	Biocide		MT	2		B12
13	Jel Flake		MT	2		B13
14	Mica		MT	2		B14
15	Sawdust		MT	1		B15

16	Pipelax/ Pipe free Chemical		KL	4		B16
17	EP-Lube		KL	21		B17
18	Drilling Detergent (DD)		KL	5		B18
19	Sulphonated Asphalt		MT	15		B19
20	Zinc Carbonate		MT	4		B20
21	PAC-UL		MT	17		B21
22	Resinex		MT	11		B22
23	KOH		MT	3		B23
24	Soda Ash		MT	2		B24
25	Teepol (Surfactant)		L	350		B25
26	Linseed Oil		KL	28		B26
27	Defoamer		GAL	750		B27
28	Sodium Bicarbonate		MT	1		B28
29	Corrosion Inhibitor		KL	1		B29
30	Polyol ( Glycol)		KL	28		B30
31	Calcium Carbonate of different size		MT	50		B31
32	Ironite Sponge /Zinc Carbonate		MT	0.6		B32
<b>Total Tangible Cost TAN = A1 + SUM (B1 TO B32):</b>						

**\*\*As shown in Annexure-IV.**

**Notes:**

1. The quantity mentioned against each item as shown above is tentative and is given to evaluate the cost for price comparison only. **However, bidder can quote for additional items with quantity and cost as per the above format required as per their design for mud engineering (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/evaluation. Contractor will be paid on actual consumption of each chemical.

2. Chemicals name shown above are generic in nature. The bidder may quote equivalent / substitute chemicals with proper technical specifications.

**(V) OPERATION SPREAD RATE: (OSR):**

SL. NO.	PARTICULARS	UNIT	QTY ( X )	RATE ( Y )	TOTAL ( X * Y )
1	Operational day rate for Lead Mud Engineer	DAYS	108		C1
2	Operational day rate for Second Mud Engineer	DAYS	108		C2
<b>TOTAL COST OF OPERATION SPREAD RATE, OSR = C1+C2:</b>					

**(VI) STANDBY SPREAD RATE: (SSR)**

SL. NO.	PARTICULARS	UNIT	QTY (X)	RATE (Y)	TOTAL (X * Y)
1	Standby day rate for Lead Mud Engineer	DAYS	30		D1
2	Standby day rate for Second Mud Engineer	DAYS	30		D2
<b>TOTAL COST OF STANDBY SPREAD RATE, SSR = D1+D2:</b>					

**TOTAL EVALUATED CONTRACT COST FOR 2(TWO) WELLS WILL BE EVALUATED AS GIVEN BELOW: TEC**

$$\text{TEC} = \text{MOB} + \text{ILM} + \text{DMOB} + \text{TAN} + \text{OSR}^* + \text{SSR}^*$$

Where,

- (a) **MOB**: Total Mobilization cost
- (b) **ILM**: Total Inter Location movement charges
- (c) **DMOB**: Total De-mobilization charges
- (d) **TAN**: Total Tangible Cost
- (e) **OSR**: Total Operational Spread Rate
- (f) **SSR**: Total Standby Spread Rate
- (g) **TEC**: Total Estimated Costs (TEC) for 2-wells

\*Above OSR is Total OSR for 108 days. Similarly, above SSR is Total SSR for 30 days. The quantity mentioned above is for evaluation purpose only and to be paid based on actual day of use.

**Important Notes:**

1. \*Rig Operation time of 108-days and Rig Stand-by Time of 30-days for 2(two) wells operations are considered.
2. **Zero Rate**: Zero Rate is payable during the period the service is halted due to break down of contractor's tool, equipment, non availability of crew, spares or consumables or for any other reason attributable to the Contractor.
3. It is the single point responsibility of the contractor to clear the material from custom authority of Gabon, transportation to the well site, storage of all required consumables including tubular by making tubular rake/ yard, Go-down etc. at their cost. As the items are eligible for import with NIL Custom Duty, Company will assist in providing necessary documents as required in this regard. However service charge etc, if any will be to Contractor's account. Bidder to quote accordingly considering the above.
4. The line items indicated above are given for commercial evaluation only which are purely tentative and may fluctuate. However, Payment to Contractor shall be made on actual basis for the above services including all the consumables, Items etc.
5. Bidders may refer Part-3, Section-IV of this tender for proper bidding of the rates.

6. Bidder is to declare the information as requested vide Proforma-A against each of the items to be imported.
7. No other charge payable to the Contractor 'Job-Wise' or 'Job-Nature' wise.
8. 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.
9. CSS, if applicable shall be extra by company against each invoice.
10. Present rate of customs duty is NIL in OIL's area of operation Block Shakthi-II
11. The rates must be net of all discounts.
12. Rates shall clearly indicate the item is single tool or group tool.
13. Bidder may quote additional chemicals other than as mentioned in schedule of rates (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/evaluation.
14. 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.
15. Contractor's personnel for the above services will be provided accommodation with food by the Company at Base Camp managed by Rig Service Provider.

#### **END OF SECTION-IV**

## 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.
- 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.
- 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**



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

**TENDER NO: OIL/GABON/ENQ-MUD ENGG/55-A/2022**

Details of experience for providing Mud Engineering 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	Mud system used	Down hole problem, if any and their	Commencement of contract	Completion of contract
1								
2								
3								
4								
5								

N.B: Please add rows as required.

\*\*\*\*\*

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

Sl. No.	Contract No	Name & contact details of client	Place of operation	Depth of Wells	Mud System used	Down hole problem, if any and their solution	Commence ment date of contract	Expected Completion date of contract
1								
2								
3								
4								

N.B: Please add rows as required.

\*\*\*\*\*

**CERTIFICATE OF ANNUAL TURNOVER & NET WORTH****TO BE ISSUED BY PRACTISING CHARTERED ACCOUNTANTS' FIRM ON THEIR LETTER HEAD****TO WHOM IT MAY CONCERN**

This is to certify that the following financial positions extracted from the audited financial statements of M/s..... (Name of the Bidder/ Vendors/Contractors/Service Providers) for the last three (3) completed accounting years upto .....**(as the case may be)** are correct.

<b>YEAR</b>	<b>TURN OVER</b> (In US \$ Million)*	<b>NET WORTH</b> (In US \$ Million)*

\*Rate of Conversion (if used any): USD 1.00 =.....(currency)

Place:

Date:

Seal:

Membership No. :

Registration Code:

Signature

(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-MUD ENGG/55-A/2022**

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)*

**\*\*TENTATIVE LIST OF CHEMICALS (to be submit with Technical Bid without any price):**

Bidder to include the product details of all the chemicals that may be required for drilling & completion including well bore clean-up etc. as listed below. Alternative chemicals or additional requirements, if any may also be suggested separately clearly providing the detailed specifications, data sheets and advantages thereof. OIL reserves the right to consider these items in the event of contract. However, these items will not be considered for cost comparison/evaluation.

Sl. No.	Product Name	Brand Name	Country of origin	Unit of supply	Specs enclosed Yes/No	MSDS enclosed Yes/No
1	Bentonite					
2	Barytes					
3	CMC(H)/ Viscosifier					
4	Caustic Soda					
5	PAC-R					
6	XC-Polymer					
7	CMC(L)					
8	PHPA					
9	Walnut Shell					
10	KCL					
11	SAPP					
12	Biocide					
13	Jel Flake					
14	Mica					
15	Sawdust					
16	Pipelax/ Pipe free Chemical					
17	EP-Lube					
18	Drilling Detergent (DD)					
19	Sulphonated Asphalt					
20	Zinc Carbonate					
21	PAC-UL					
22	Resinex					
23	KOH					
24	Soda Ash					
25	Teepol (Surfactant)					
26	Linseed Oil					
27	Defoamer					
28	Sod. Bicarbonate					
29	Corrosion Inhibitor					
30	Polyol ( Glycol)					
31	Calcium Carbonate of different size					
32	Ironite Sponge /zinc carbonate					

\*Add more rows as per requirement.

**LABORATORY EQUIPMENT:**

Sl. No.	Function	Equipment	Quantity
1	Mud Viscosity (on the spot)	March Funnel Viscometer Marsh cup	2 2
2	Rheology	Multi-speed Rheo-Meter	1
3	Filtration	API Filter Press HP-HT filter press	1 1
4	To determine Density	Mud balance Pressurized mud balance Hygrometer	2 1 1
5	To determine Solids& liquid in mud	Retort kit Sand content kit	1 1
6	For Mixing	3 speed Hamilton beach mixer Electronic balance SS spatula	1 1 1
7	For Analysis of different parameters like Emulsion stability, P <sup>H</sup> , presence of active clay in mud, aniline point of petroleum products etc.	Electrical emulsion tester Electronic pH meter Methylene blue adsorption kit Aniline determination kit	1 1 1 1
8	To Measure time & temperature.	Chronometer/high precision watch Interval timer 0-120' Thermometer -10 to +80°C Thermometer +5 to +120°C	1 1 2 2
9	To determine HP-HT Filter loss.	Dynamic HP-HT Filter Press apparatus	1
10	To determine mud lubricity	Lubricity tester	1
11	Miscellaneous	Heated magnetic stirrer Thermo-cup Transformer Permeability plugging apparatus	1 1 2 1
12		Glassware	Adequate quantity
13		Reagent	Adequate quantity
14		Laboratory consumables	Adequate quantity

**Note:** Contractor has to provide any other additional equipment required for detailed testing of mud properties.

(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/documents submitted**

**Ref: TENDER NO: OIL/GABON/ENQ-MUD ENGG/55/2019**

To,

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

Sir,

With reference to our quotation against your above-referred tender, we hereby undertake that no fraudulent information/documents have been submitted by us.

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

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

Yours faithfully,

For *(type name of the firm here)*

Signature of Authorised Signatory

Name :

Designation :

Phone No. :

Place :

Date :

*(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 Mud Testing laboratory/items/spares including supply of mud chemicals/materials/manpower etc**

**Ref: TENDER NO: OIL/GABON/ENQ-MUD ENGG/55-A/2022**

**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 Mud Testing laboratory/items/spares including supply of mud chemicals/materials/manpower and other resources for Mud Engineering services to drill 2 (two) exploratory 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-II as 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 \_\_\_\_\_

**Sub: Undertaking for Key Personnel with requisite qualification & experience for deployment in the event of an Agreement/Contract**

**Ref: TENDER NO: OIL/GABON/ENQ-MUD ENGG/55-A/2022**

**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)



**PROFORMA FOR BIO DATA OF KEY PERSONNEL**

1. NAME:

2. PRESENT ADDRESS:

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:

AFFIX A  
PASSPORT SIZE  
PHOTOGRAPH

**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.

***Evaluation Sheet for BEC-BRC COMPLIANCE MATRIX***  
***For***  
**TENDER NO: OIL/GABON/ENQ-MUD ENGG/55-A/2022**

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

BEC Clause No.	DESCRIPTION	Bidders Remarks Complied/ Not Complied against each Clause / Sub-Clause	BIDDER to indicate <b>the relevant Page No.</b> <b>of their Bid</b> (for supporting Document, etc), corresponding to 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	Bidder must have experience of providing at least one(1) complete Mud Engineering Services including deployment of requisite manpower, equipment and supply of mud chemicals to any E&P Company for drilling oil/gas wells in previous 07 ( seven years) to be reckoned from the original bid closing date.		
1.2	Bidder must have experience of providing Mud Engineering Services for minimum five (5) numbers of oil/gas wells of which at least 1(one) number of well must be of depth 2600m		

	drilled with KCL-PHPA-Polymer mud system in the past seven(7) years reckoned from the original bid closing date. The Bidder is required to submit documentary evidence of such wells.		
1.3	Details of experience and past performance of the bidder on service/jobs done of similar nature in the past are to be submitted along with the technical/unpriced bid, in support of experience laid down at para 1.1 & 1.2 above. 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/unpriced bid.		
1.4	Bidder must confirm to provide two (02) on-site Mud Engineers on 12-Hour shift basis at all times. The Mud Engineers (both Lead & Second) should have minimum educational qualification of Bachelor in Engineering / Science or equivalent. The Lead Mud Engineer should have minimum five (05) years' experience and Second Mud Engineer should have minimum three (03) years' experience in handling the proposed KCL-PHPA-Polymer mud system independently in exploratory wells of which at least 1(one) well must be a depth of 2600m. Bidder should submit bio-data of competent personnel at the time of submission of bid.		
1.5	The Bidder should be in a position to complete mobilization of their resources at site to take up the assignment in the event of a contract within <b>90(Ninety)</b> days from the date of issue of Mobilization Notice by Company. Bidder is required to submit a declaration in this regard.		
1.6	The Bidder must confirm in an undertaking to provide complete Mud Engineering package as specified in Scope of Work/Technical Specification under Section-II of the tender document failing which, the bid will be rejected.		
1.7	A job executed by a Bidder for its own organization/subsidiary will not be considered as experience for the purpose of meeting BEC.		
2.0	<b>MUD CHEMICALS REQUIRED FOR THE SERVICE:</b>  The bidder must confirm and submit the following documents:		
2.0 (i)	For supply of Chemicals and mud additives as per <b>Annexure-IV</b> required to perform the job as laid down in " <b>Scope of Work</b> " of the tender.		
2.0	<b>MSDS sheets</b> for chemicals and additives required to perform the job as detailed in		

(II)	“ <b>Scope of Work</b> ” of the tender, without which the bid will not be considered for evaluation.		
3.0 (i)	The bidder shall have <b>Annual financial turnover</b> of minimum <b>US\$ 837,177</b> (US Dollar <b>Eight Hundred Thirty Seven Thousand and One Hundred Seventy Seven</b> ) during any of the preceding 03 (three) financial/accounting years reckoned from the original bid closing date.		
3.0 (ii)	Net worth of bidder should not be less than <b>US\$ 251,153</b> ( <b>US Dollar Two hundred Fifty One Thousand and One Hundred Fifty Three</b> )for preceding financial/accounting year.		
3.0 (iii)	<p>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 <b>Annexure-III</b> certifying that the balance sheet/Financial Statements for the financial year 20____ (as the case may be) has actually not been audited so far.</p> <p><b>NOTES:</b> For proof of Annual Turnover &amp; Net worth any one of the following documents must be submitted along with the bid:</p> <p>(i) A certificate issued by a practicing Chartered/Cost Accountant (with Membership Number and Firm Registration Number), certifying the Annual turnover &amp; Net worth as per format prescribed in <b>ANNEXURE-II</b>.</p> <p><b>OR</b></p> <p>(ii) Audited Balance Sheet along with Profit &amp; Loss account. In case of foreign bidders, self-attested/digitally signed printed published accounts are also acceptable.</p>		
3.0 (iv)	In case the audited Balance sheet and Profit Loss Account along with the bid are in currencies other than US\$, the bidder shall have to convert the figures in equivalent US\$		

	considering the prevailing conversion rate on the date on which the Audited Balance sheet and Profit and Loss Account is signed. A CA/CPA Certificate is to be submitted by the bidder regarding converted figures in equivalent US\$. Else, the Audited Balance Sheet and Profit & Loss Account shall be evaluated by considering the Exchange rate declared by ONADA Exchange Rates in Gabon (on the date on which the Audited Balance Sheet and Profit & Loss Account is signed) for conversion to US\$.		
3.0 (v)	<p>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:</p> <ul style="list-style-type: none"> <li>a) Audited Balance Sheet and Profit Loss Account of the parent/ultimate parent/ holding company.</li> <li>b) Corporate Guarantee of parent/ultimate parent/Holding company (as per format enclosed as <b>Proforma-J</b> by the authorized officials.</li> <li>c) The bidder is a 100% subsidiary company of the parent/ultimate/holding parent company.</li> <li>d) Documents proving that Net worth of the parent/ultimate parent company are positive for the accounting year preceding the bid closing date”.</li> </ul>		
3.0(vi)	<p><b>Working Capital:</b></p> <p>The Bidder should have minimum working capital equal to <b>US\$ 251,153 ( US Dollar Two hundred Fifty One Thousand and One Hundred Fifty Three)</b> , as per immediate preceding audited financial year result. In case the working capital is short the bidder can supplement the same through line of credit from a scheduled commercial bank. Working Capital shall mean "Current Assets minus Current liabilities" as per latest year's audited consolidated annual Financial Statements.</p>		
4.0	<p><b>BIDS FROM CONSORTIUM:</b></p> <p>In case, the bidder is consortium of companies, the following requirement should be satisfied by the bidder:</p>		
4.0	The Leader of the consortium should satisfy the minimum experience requirement as per		

(a)	<p><b>Clause No. 1.0 to 2.0</b>, above. However, at least any one of the consortium members individually shall have to meet the Annual financial turnover criteria mentioned in <b>Clause No. 3.0</b> above and the other members of Consortium should meet minimum <b>USD 418,588</b> (US Dollar Four Hundred Eighteen Thousand and Five Hundred Eighty Eight) turnover by each member. The financial Net worth of the all the Members of the consortium should be positive. The members of the consortium collectively should meet the net worth equal to <b>US\$ 251,153</b> ( <b>US Dollar Two hundred Fifty One Thousand and One Hundred Fifty Three</b>), as per immediate preceding audited financial year result.</p>		
4.0 (b)	<p>Consortium bids shall be submitted with a Memorandum of Understanding between the consortium members duly executed by the authorized Executives of the consortium members must accompany the bid which should clearly defining the role/scope of work of each partner/member and should clearly define the leader of consortium. Memorandum of Understanding (MOU) must also state that all the members of consortium shall be jointly and severally responsible for discharging all obligations under the Contract. However, the Leader of the Consortium must submit an undertaking along with the technical bid towards unconditional acceptance of full responsibility for executing the 'Scope of Work' of this bid document. In case of award, such MOU shall be kept valid through the entire contract period, including extensions, if any. The following provisions should also be incorporated in the MOU executed by the members of the Consortium:</p>		
4.0 (b) (i)	<p>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.</p>		
4.0 (b) (ii)	<p>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.</p>		
4.0 (b) (iii)	<p>Any correspondence exchanged with the leader of consortium shall be binding on all the consortium/joint venture members.</p>		
4.0	<p>Payment shall be made by OIL only to the leader of the consortium towards fulfilment of</p>		

(b) (iv)	contract obligations.		
4.0 (b) (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.		
4.0 (b) (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.		
4.0 (b) (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 severally.		
4.0 (b) (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.		
5.0	<b>Bids from 100% subsidiary:</b> 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.		
6.0 (1)	<b>COMMERCIAL CRITERIA:</b> 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 <b>Proforma-B</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.		
6.0	<b>BID Validity:</b> Bids must be valid for minimum <b>60 (Sixty) days</b> from the date of Technical Bid		

(2)	opening. If bidder does not submit / declare bid validity period, it will be presumed that the bid validity is <b>60 (Sixty) days</b> . Bids with shorter validity (i.e. less than 120 days from the schedule closing date) will be rejected as being non-responsive.		
6.0 (2) Note:	<b>Note:</b> In case of extension of Bid Opening Date, bid validity should be extended suitably by the bidder, as and when advice by OIL.		
6.0 (3)	Bidders must quote rates clearly and strictly in accordance with the price schedule outlined in PRICE BID FORMAT as per <b>Proforma-B</b> , and submit the same separately in a sealed envelope/packet otherwise the Bid will be summarily rejected.		
6.0 (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.		
6.0 (5)	Bids submitted after the Bid Closing Date and Time will be rejected.		
6.0 (6)	<b>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.</b>		
6.0 (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.		
6.0 (8)	Bids shall be typed or written in indelible ink and shall be signed by the bidder or his authorized representative.		
6.0 (9)	Any Bid containing false statement will be rejected.		
6.0 (10)	<b>There should not be any indication of price/rates in the Technical Bid. A bid will be straightway rejected if price/rate is given in the Technical Bid.</b>		
6.0 (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.		
6.0 (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.		
6.0 (13)	<p>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.</p> <ul style="list-style-type: none"> <li>(i) Firm price</li> <li>(ii) Liquidated Damage and Penalty Clauses</li> <li>(iii) Performance bank guarantee / Security deposit clause</li> <li>(iv) Arbitration / Resolution of Dispute clause</li> <li>(v) Acceptance of Jurisdiction and Applicable law</li> <li>(vi) Termination clause</li> <li>(vii) Force Majeure cause</li> <li>(viii) Tax Liabilities clause</li> <li>(ix) Insurance clause</li> <li>(x) Safety &amp; Labour Laws</li> </ul>		
7.0	<p><b>DOCUMENTS:</b></p> <p>Bidders must furnish documentary evidences in support of fulfilling all the above requirement with their technical bid as under:</p>		
7.0 (1)	Technical Specifications Sheet (MSDS) with brief description of Mud Chemicals, Additives and Laboratory Equipments identified for deployment in the event of contract must be furnished to fulfil Clause No. 1.0 & 2.0 above.		
7.0 (2)	<p>Bidder must submit necessary documentary evidences as noted below in support of the experience under the clauses 1.0, (1.1) to (1.6) above:</p> <p><b>Mud Engineering service experience of bidder:</b> Statement to be furnished by bidder in a tabular form as per <b><u>ANNEXURE-I</u></b> along with following documents:</p> <ul style="list-style-type: none"> <li>(i) Copies of contracts/work orders [with brief Scope of work, Number of wells &amp; Contract duration showing detail address (es) of client(s)]</li> <li style="text-align: center;"><b>AND</b></li> <li>(ii) Completion Certificates/Payment certificates/Performance Report/Release of final payment issued by the clients for the above corresponding contracts.</li> <li>(iii) Any other documentary evidence that can substantiate satisfactory execution of</li> </ul>		

	each of the contract/job cited above.		
7.0 (3)	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 <b><u>ANNEXURE-VIII</u></b> .		
7.0 (4)	An undertaking vide <b><u>ANNEXURE-VII</u></b> to complete mobilization of resources including manpower at site to take up the assignment in the event of a contract within <b>90(Ninety) days</b> from the <b>date of issue of Mobilization Notice</b> by the Company.		
7.0 (5)	Bidder to provide all copies of Agreement/MOU/Tie-up as supporting documents along with technical bid.		
7.0 (6)	<b>Financial Turnover:</b> 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 <b><u>ANNEXURE-II</u></b> .		
7.0 (7)	Bidder while submitting the documents in support of their experience vide Clause (A), 4.0 above shall also submit details of experience and past performance of Leader of the consortium (in case of Consortium bid) on services/jobs done of similar nature in the past along with the technical bid. Also, details of current work in hand and other contractual commitments of the bidder (indicating areas and clients) are to be submitted along with documentary experience in the technical bid in support of the experience laid down in Para 1.0 above.		
7.0 Note (a)	All Certificates and documentary evidences required to be submitted in support of Clause No. 7.0, Sl. Nos.(1) to (7) 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.		
7.0 Note (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.		
8.0	<b>GENERAL CRITERIA:</b>		
8.0 (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.		
8.0 (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.		
8.0 (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.		
8.0 (d)	<b><u>Submission of Forged Documents:</u></b> 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 6 <sup>th</sup> January 2017, available in the OIL's website. Accordingly, service provider/vendor to submit the Undertaking of authenticity of information/documents submitted as per <b><u>Annexure-VI</u></b> .		
8.0 (e)	All certificates and documentary evidences required to be submitted in support of above clauses should be clearly legible and in English language. If any certificate is submitted in a language other than English language, the same should be translated to English by certified translator, in which case, for purposes of interpretation of the bid, the translation shall prevail. Illegible and incomplete certificates or documents will not be considered for evaluation.		
8.0 (f)	Vendor/Contractor/Service Provider must agree to abide by the law of Gabon for all		

	purposes.		
8.0 (g)	The originals, of the documents submitted by the bidder, shall have to be produced by the bidder(s) to OIL as and when asked for.		
8.0 (h)	For evaluation of Bids, the closing rate of exchange declared by OANDA Exchange Rate of Gabon on the day prior to bid opening will be taken into account for conversion.		
8.0 (i)	Any exception/deviation to the tender must be spelt out by the bidder in their "Technical Bid" only. Any additional information/terms & conditions furnished in sealed Price Bid will not be considered by OIL for evaluation/award of contract. However, OIL INDIA LIMITED expects the bidders to fully accept the terms and conditions of the bid document.		
9.0	<b>EVALUATION CRITERIA: Techno-commercially Qualified Bids</b> 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:		
9.0 (a)	The bidders must quote their Prices in the manner as called for vide Price Bid Format in <b>Proforma-B</b>		
9.0 (b)	If there is any discrepancy between the unit price and the total price, the unit price will prevail and the total price shall be corrected. Similarly, if there is any discrepancy between words and figure, the amounts in words shall prevail and will be adopted for evaluation.		
9.0 (c)	If bidders happen to be two or more in the same position, priority list will be prepared by drawing Lottery/Lots among the bidders within the same position.		
9.0 (d)	The rates towards Mobilization Charges, Standby day Rate and De-mobilization Charges will be restricted to the limit indicated against each as under:		
9.0 (d) (i)	Mobilization charges of Mud Engineering Service Package including manpower, mud chemicals, laboratory, Equipment, etc <b>shall not exceed 20% of the total evaluated contract price</b> for 2(Two) wells operations. However, mobilization charges if quoted in excess of <b>20%</b> 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.		
9.0 (d) (ii)	Demobilization Charge of the Mud Engineering Service Package including manpower, mud chemicals(left-over), laboratory, Equipment, etc shall not be lower than 5% of total evaluated contract value. In case de-mob charges quoted is lower than 5%, the differential amount (between 5% and quoted price) will be kept on hold from the 1st invoice onwards as per equation shown below and the same will be paid at the end of		

	<p>the contract along with Demobilization charges.</p> <p><b><i>Amount that will be kept on hold in case of demobilization charge is less than 5% of the total contract value = (5% of total quoted contract value) – (Total Quoted Value of Demobilization)</i></b></p> <p>However, the holding amount will not accrue any bank interest.</p>		
9.0 (d) (iii)	Standby day rate shall not exceed 85% of the operating day rate		
9.0 (e)	The Mud Engineering Service Package including manpower, mud chemicals, laboratory, Equipment, 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.		
9.0 (e) Note	<b>Note:</b> The equipment/items/materials if imported in to Gabon on re-exportable basis for execution of this contract shall have to re-export after completion of the assignment and should complete all required formalities & documentation by the contractor/service provider. The Contractor/service provider should arrange for re-export of all items/equipment/materials within a specified period..		
9.0 (f)	The quantities shown against each item in the "Price Bid Format (i.e. in <b>PROFORMA-B</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.		
9.0 (g)	<p>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 <b>PROFORMA-B</b>.</p> <p><b>TOTAL ESTIMATED CONTRACT COST FOR HIRING OF MUD ENGINEERING SERVICE FOR 2(TWO) DRILLING WELLS INCLUSIVE OF ALL CHARGES &amp; TAXES BUT EXCLUDING CSS &amp;</b></p>		

**TVA IS SHOWN BELOW: TEC:**

$$\text{TEC} = \text{MOB} + \text{ILM} + \text{DMB} + \text{TAN} + \text{OSR}^* + \text{SSR}^*$$

Where,

- (a) **MOB**: Total Mobilization cost
- (b) **ILM**: Total Inter Location movement charges
- (c) **DMB**: Total De-mobilization cost
- (d) **TAN**: Total Tangible Cost
- (e) **OSR**: Total Operational Spread Rate
- (f) **SSR**: Total Standby Spread Rate
- (g) **TEC**: Total Estimated Costs (TEC) for 2-wells

**NOTES:**

- (i) The items for the services are as defined in Schedule of Rates (Part-3, Section - IV).
- (ii) \*Rig Operation time of 108 days and Rig Stand by Time of 30 days for two well operations are considered to evaluate the total cost for comparison purpose only. However, payment will be made as per actual day of operations.

**PROFORMA – A**

**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.

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

**\*Add more rows as per requirement.**

**NOTES:**

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

**BID FORM**

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

**IFB/Tender No: OIL/GABON/ENQ-MUD ENGG/55-A/2022**

*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:	<i>[Signature of Authorized Signatory of Bidder]</i>
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-MUD ENGG/55-A/2022**

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.

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 &  
REGULATIONS OF GABON**

**TENDER NO: OIL/GABON/ENQ-MUD ENGG/55-A/2022**

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-MUD ENGG/55-A/2022**

Sir,

We \_\_\_\_\_ confirm that Mr. \_\_\_\_\_  
(Name and address) is authorised to represent us to Bid, negotiate and conclude the agreement on  
our behalf with you against Tender Invitation No.: **OIL/GABON/ENQ-MUD ENGG/55-A/2022** for  
hiring of services for \_\_\_\_\_.

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

Yours Faithfully,

**Authorised Person's Signature:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Designation:** \_\_\_\_\_

**Seal of the Bidder:**

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

***AUTHORISATION FOR ATTENDING BID OPENING***

To,

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

Sir,

**IFB/ TENDER NO: OIL/GABON/ENQ-MUD ENGG/55-A/2022**

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**

To,

**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 address:

SIGNATURE AND SEAL OF THE GUARANTORS \_\_\_\_\_

Designation \_\_\_\_\_

Name of Bank \_\_\_\_\_

Address \_\_\_\_\_

Witness: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Date: \_\_\_\_\_

Place: \_\_\_\_\_

**AGREEMENT FORM**

This Agreement is made on \_\_\_\_ day of \_\_\_\_\_ between Oil India Limited, a Government of India Enterprise, incorporated under the Companies Act 1956, having its registered office at Duliajan in the State of Assam(India), hereinafter called the "Company" which expression unless repugnant to the context shall include executors, administrators and assignees on the one part, and M/s. \_\_\_\_\_ (Name and address of Contractor) hereinafter called the "Contractor" which expression unless repugnant to the context shall include executors, administrators and assignees on the other part,

WHEREAS the Company desires that Services \_\_\_\_\_ (brief description of services) should be provided by the Contractor as detailed hereinafter or as Company may requires;

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

WHEREAS, Company had issued a firm Letter of Award (LOA) No. \_\_\_\_\_ dated \_\_\_\_\_ based on Offer No. \_\_\_\_\_ dated \_\_\_\_\_ submitted by the Contractor against Company's IFB/Tender No.: **OIL/GABON/ENQ-MUD ENGG/55-A/2022**. All these aforesaid documents shall be deemed to form and be read and construed as part of this agreement/contract. However, should there be any dispute arising out of interpretation of this contract in regard to the terms and conditions with those mentioned in Company's tender document and subsequent letters including the Letter of Intent and Contractor's offer and their subsequent letters, the terms and conditions attached hereto shall prevail. Changes, additions or deletions to the terms of the contract shall be authorized solely by an amendment to the contract executed in the same manner as this contract.

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

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.

2. In addition to documents herein above, the following Sections and Annexures attached herewith shall be deemed to form and be read and construed as part of this agreement viz.:

- |                 |   |
|-----------------|---|
| (a) Section-I   | indicating the General Conditions of this Contract; |
| (b) Section-II  | indicating the Terms of Reference;                  |
| (c) Section-III | indicating the Special Terms & Condition;           |
| (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)**

**DEED OF GUARANTEE**

THIS DEED OF GUARANTEE executed at ..... this ..... day of ..... by M/s .....  
(mention complete name) a company duly organized and existing under the laws of .....  
(insert jurisdiction/country), having its Registered Office at ..... hereinafter  
called "the Guarantor" which expression shall, unless excluded by or repugnant to the subject or  
context thereof, be deemed to include its successors and permitted assigns.

**WHEREAS**

M/s. Oil India Limited (hereinafter referred to as OIL) has invited offers vide their Tender No.  
**OIL/GABON/ENQ-MUD ENGG/55-A/2022** for ..... and  
M/s ..... (Bidder) intends to bid against the said tender and desires to have  
Financial support of M/s ..... [Parent/Ultimate Parent/Holding Company (Delete  
whichever not applicable)] and whereas Parent/Ultimate Parent/Holding 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 Financial support as  
required by the bidder for qualifying and successful execution of the contract, if awarded to the  
bidder.

Now, it is hereby agreed by the Guarantor to give this Guarantee and undertakes as follows:

1. The Guarantor confirms that the Bidder is a 100% subsidiary of the Guarantor.
2. The Guarantor agrees and confirms to provide the Audited Annual Reports of any of the  
preceding 03(three) financial/accounting years reckoned from the original bid closing date.
3. The Guarantor have an annual financial turnover of minimum **US\$** .....  
during any of the preceding 03(three) financial/accounting years reckoned from the original  
Bid Closing Date.
4. **Net worth** of the Guarantor is positive for preceding financial/ accounting year.
5. The Guarantor undertakes to provide financial support to the Bidder for executing the  
project/job, in case the same is awarded to the Bidder.
6. The Guarantor represents that:  
(a) this Guarantee herein contained shall remain valid and enforceable till the  
satisfactory execution and completion of the work (including discharge of the warranty  
obligations) awarded to the Bidder.

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

For and on behalf of  
(Bidder)

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

Witness:

Witness:

1.

1.

2.

2.

**PROFORMA-K**

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

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

This agreement made this \_\_\_\_ day of \_\_\_\_ month \_\_\_\_ year by and between 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 to have technical support of M/s. \_\_\_\_\_ [Parent 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.
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 severally 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

(Bidder)

For and on behalf of

(Parent Company/Subsidiary Company  
(Delete whichever not applicable)

M/s.

M/s.

Witness:

Witness:

1)

1)

2)

2)

**PROFORMA-L**

**PARENT COMPANY/ SUBSIDIARY COMPANY GUARANTEE**  
(Delete whichever not applicable)

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

THIS DEED OF GUARANTEE executed at ..... this ..... day of ..... by M/s.....  
(mention complete name) a company duly organized and existing under the laws of .....  
(insert jurisdiction/country), having its Registered Office at ..... hereinafter  
called "the Guarantor" which expression shall, unless excluded by or repugnant to the subject or  
context thereof, be deemed to include its successors and permitted assigns.

**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 ..... for..... on .....

M/s ..... (mention complete name), a company duly organized and existing under the  
laws of ..... (insert jurisdiction/country), having its Registered Office at.....  
(give complete address) hereinafter called "the Company" which expression shall, unless excluded  
by or repugnant to the subject or context thereof, be deemed to include its successor and  
permitted assigns, have, in response to the abovementioned tender invited by OIL, submitted their  
bid number ..... to OIL with one of the condition that the Company shall arrange a  
guarantee from its parent company guaranteeing due and satisfactory performance of the work  
covered under the said tender including any change therein as may be deemed appropriate by OIL  
at any stage.

The Guarantor represents that they have gone through and understood the requirement of the  
above said tender and are capable of and committed to provide technical and such other supports  
as may be required by the Company for successful execution of the same.

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

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:

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 \_\_\_\_\_

Witness:

1. Signature \_\_\_\_\_  
Full Name \_\_\_\_\_  
Address \_\_\_\_\_

Common seal of the Company: \_\_\_\_\_

Witness:

2. Signature \_\_\_\_\_  
Full Name \_\_\_\_\_  
Address \_\_\_\_\_

**PROFORMA-M**

To,

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

Tender No: **OIL/GABON/ENQ-MUD ENGG/55-A/2022**

## **SUB: SAFETY MEASURES**

**DESCRIPTION OF WORK/SERVICE:** "Hiring of Mud Engineering Services including supply of mud chemicals/materials, mud testing laboratory and equipments for drilling of 2 (two) exploratory wells" in Shakthi Block-II, Gabon with an option of 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).

**IFB/ TENDER NO: OIL/GABON/ENQ-MUD ENGG/55-A/2022**

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)*

### **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:

<b>Sl. No.</b>	<b>Description</b>	<b>Document Name</b>	<b>Page No. of Bid Document</b>	<b>Complied Yes/No</b>
1	Bid document complete in all respects with pages in sequential order.			
2	Confirm that the following details have been submitted in the Technical-Un-priced part of the bid.			
(i)	Covering Letter, Letter of Submission with the Technical Bid.			
(ii)	Power of Attorney in the name of person signing the bid with the Technical Bid.			
(iii)	Details and documentary proof required against technical qualification criteria along with complete documents.			
(iv)	Job Completion Certificate issued by the organisation as proof of requisite experience with description of the job done, total contract value, Duration of contract executed with date, Location of work etc. with the Technical Bid.			
(v)	Confirm that annual financial reports for last three financial years submitted with the Technical Bid.			
(vi)	Confirm that the certificate (as per Annexure II) 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 ( <b>Proforma-B</b> ) has been duly filled in for each item and complete in all respects to be submitted <b>in a SEPARATE ENVELOPE</b> .			

\*\*\*\*\*END\*\*\*\*\*

**PROFORMA- B**

HIRING OF MUD ENGINEERING SERVICES INCLUDING SUPPLY OF MUD CHEMICALS, ADDITIVES, MATERIALS, MUD TESTING LABORATORY AND EQUIPMENTS INCLUDING MANPOWER FOR DRILLING 2 (TWO) EXPLORATORY WELLS” IN SHAKTHI BLOCK-II, GABON WITH AN OPTION OF EXTENSION OF THE

TENDER NO: OIL/GABON/ENQ-MUD ENGG/55-A/2022

				NAME OF BIDDER	
				Currency: USD	
SL. NO.	PARTICULARS	UNIT	TENDER QTY.	RATE	AMOUNT
		(a)	(b)	(i)	(j)=(i)x(b)
(I)	<b>MOBILIZATION CHARGES: (MOB):</b>				
1	Mobilization charges of Mud materials / chemicals, laboratory with equipment and Mud Engineer (s) considering taxes, insurance and all as stated in para A of Section-IV	LUMPSUM	1		
(II)	<b>INTER LOCATION MOVEMENT: (ILM):</b>				
1	Inter Location Movement (ILM) for mud materials/ chemicals, laboratory with equipments and personnel considering taxes, insurance and all as stated in para E of Section-IV	LUMPSUM	1		
(III)	<b>DE-MOBILIZATION CHARGES: (DMOB):</b>				
1	De-Mobilization charges of Mud materials/ chemicals, laboratory with equipment and Mud Engineer (s)	LUMPSUM	1		
(IV)	<b>TANGIBLE COST: (TAN)</b>				
1	Rental charges for Mud laboratory with equipment	DAYS	138		

	CHEMICALS FOR TWO WELLS:				
1	Bentonite	MT	25		
2	Barytes	MT	325		
3	CMC(H)/ Viscosifier	MT	2		
4	Caustic Soda	KG	650		
5	PAC-R	MT	11		
6	XC-Polymer	MT	11		
7	CMC(L)	MT	2		
8	PHPA	MT	4		
9	Walnut Shell	MT	2		
10	KCL	MT	75		
11	SAPP	MT	0.6		
12	Biocide	MT	2		
13	Jel Flake	MT	2		
14	Mica	MT	2		
15	Sawdust	MT	1		
16	Pipelax/ Pipe free Chemical	KL	4		
17	EP-Lube	KL	21		
18	Drilling Detergent (DD)	KL	5		
19	Sulphonated Asphalt	MT	15		
20	Zinc Carbonate	MT	4		
21	PAC-UL	MT	17		
22	Resinex	MT	11		
23	KOH	MT	3		
24	Soda Ash	MT	2		
25	Teepol (Surfactant)	L	350		
26	Linseed Oil	KL	28		
27	Defoamer	GAL	750		
28	Sodium Bicarbonate	MT	1		
29	Corrosion Inhibitor	KL	1		
30	Polyol ( Glycol)	KL	28		
31	Calcium Carbonate of different size	MT	50		
32	Ironite Sponge /Zinc Carbonate	MT	0.6		

	<b>TOTAL TANGBLE COST: TAN:</b>				
<b>(V)</b>	<b>OPERATION SPREAD RATE: (OSR):</b>				
1	Operational day rate for Lead Mud Engineer	Days	108		
2	Operational day rate for Second Mud Engineer	DAYS	108		
	<b>TOTAL OPERATIONAL SPREAD RATE: OSR:</b>				
<b>(VI)</b>	<b>STANDBY SPREAD RATE: (SSR)</b>				
1	Standby day rate for Lead Mud Engineer	Days	30		
2	Standby day rate for Second Mud Engineer	DAYS	30		
	<b>TOTAL STANDBY SPREAD RATES: SSR:</b>				
<b>(A)</b>	<b>TOTAL EVALUATED CONTRACT VALUE:</b>				
<b>(B)</b>	<b>CSS@1% ON (A):</b>				
<b>(C)</b>	<b>TOTAL EVALUATED VALUE INCLUDING CSS:</b>				
<b>(D)</b>	<b>TVA@18% ON (A):</b>				
<b>(E)</b>	<b>TOTAL EVALUATED VALUE INCLUDING CSS &amp; TVA:(A)+(B)+(C)+(D):</b>				