



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

Conquering Newer Horizons

La Sablière, Immeuble FIDJI, près de
la Cour Constitutionnelle
BP:23134, Libreville, Gabon
Tel : (241)-442992/04515107
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TENDER NO.: OIL/GABON/ENQ-EIA/DRILLING-II/01/18

DATD: 05.02.2018

HIRING THE SERVICES FOR ENVIRONMENT IMPACT ASSESSMENT (EIA) AND OBTAINING ENVIRONMENTAL CLEARANCE (EC) FOR 2 (TWO) WELLS FOR EXPLORATORY DRILLING AND TESTING FOR HYDROCARBONS IN BLOCK SHAKTHI-II, GABON.

Date & time of closing of Tender: 02.03.2018 at 02: 00 PM (GLT)

Date & time of opening of Tender: 02.03.2018 at 02: 30 PM (GLT)

***GLT: GABON LOCAL TIME.**

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



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FORWARDING LETTER

M/s. _____

SUB: HIRING THE SERVICES FOR ENVIRONMENT IMPACT ASSESSMENT (EIA) AND OBTAINING ENVIRONMENTAL CLEARANCE (EC) FOR 2 (TWO) WELLS FOR EXPLORATORY DRILLING AND TESTING FOR HYDROCARBONS IN BLOCK SHAKTHI-II, GABON.

DEAR SIRs,

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

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

2.0 In connection with its proposed exploratory drilling programme in Gabon, OIL invites quotation from competent and experienced Service Providers/Bidders for hiring of Service for **ENVIRONMENT IMPACT ASSESSMENT (EIA) AND OBTAINING ENVIRONMENTAL CLEARANCE (EC) FOR 2 (TWO) WELLS FOR EXPLORATORY DRILLING AND TESTING FOR HYDROCARBONS IN BLOCK SHAKTHI-II, GABON.**

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

Yours faithfully,

(Nirupam Jyoti Saikia)
Head Contract, GABON Project
For General Manager(Gabon Project)

DETAILS TERMS AND CONDITION AND SCOPE OF WORK.

1.0 BID PRICE:

- 1.1 Bidders are required to quote financial proposal/fee structure strictly as per the price format given in **Annexure- I**. Prices must be quoted in FCFA.
- 1.2 Bidder must include all liabilities including statutory liabilities in their quoted rates except TVA and CSS.
- 1.3 Inter-se-ranking for commercial evaluation of bid will be done on Grand Total value.
- 1.4 Price quoted by the successful bidder must remain firm during its performance of the Contract and shall be binding on both the parties. No changes in these rates shall be allowed under any circumstances during the tenure of this service agreement.

2.0 DEADLINE FOR SUBMISSION OF BIDS:

Bids must be received by the company in sealed envelope at the following address before the bid closing date and time as given above i.e. **02.03.2018 at 1400 Hours (Gabon Local Time)**.

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

3.0 LATE BIDS:

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

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

Company (OIL) reserves the right to accept or reject any or all bids and to annul the bidding process and reject all bids, at any time prior to award of contract, without thereby incurring any liability to the affected bidder, or bidders or any obligation to inform the affected bidder of the grounds for Company's action.

5.0 BID VALIDITY:

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

6.0 PRICE FORMAT:

A price format has been attached herewith as a part of this tender vide **ANNEXURE- II**. Please forward your quote as per the format.

7.0 AWARD CRITERIA:

The Company will award the Contract to the bidder whose bid has been determined to be substantially responsive and has been determined as the lowest evaluated bid.

8.0 DURATION OF CONTRACT: The duration of the Contract shall be three (3) months from the date of commencement of the Contract. Date of LOA (Letter of Award) will be considered as the date of commencement of the Contract.

9.0 GENERAL OBLIGATIONS OF CONTRACTOR: Contractor should perform the work described under Scope of Works.

10.0 TAXES:

10.1 Being in Exploration phase, Company is exonerated from payment of Taxe sur la Valeur Ajoutée (TVA). The Company (OIL, Gabon Project) shall provide Exemption Certificate for TVA against each Invoice. TVA, if applicable should be shown separately.

10.2 "Contribution Sociale de Solidarité" (CSS) if applicable will be paid extra against invoice.

10.3 All other Taxes, including withholding tax, and Levies, as applicable as per the provisions of Laws of Gabon and any other enactment/rules on income derived/payments received under the contract will be on Contractor's Account.

11.0 FORCE MAJEURE:

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

11.2 Upon occurrence of such cause and upon its termination, the party alleging that it has been rendered unable as aforesaid thereby, shall notify the other party in writing within Seventy Two (72) hours of the alleged beginning and ending thereof, giving full particulars and satisfactory evidence in support of its claim.

11.3 Should 'Force Majeure' condition as stated above occurs and should the same be notified within seventy two (72) hours after its occurrence, both the parties shall have no obligation. Either party will have the right to terminate the contract if such 'force majeure' condition continues beyond ten (10) days with prior written notice. Should either party decide not to terminate the contract even under such condition, no payment would apply unless otherwise agreed to.

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

12.0 **TERMINATION:**

This contract shall terminate:

- (a) Upon completion of the job required to be done by the Contractor according to the Terms of Reference / Technical Specifications with full satisfaction of Company.

OR

- (b) For Force Majeure reasons as per clause 11.0 and its sub-clauses above.

OR

- (c) Upon declaration of the Contractor that they are unable to continue further operation on technical reasons, acceptable to the Company.

OR

- (d) Under any circumstances considered to be not suitable by Company to continue the operations of the Contract.

OR

- (e) In the event of liquidation / bankruptcy / insolvency of the Contractor.

13.0 **APPLICABLE LAW:**

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.

14.0 **CONTRACT QUANTITY:**

- 14.1 Quantities shown in the Price Format (Annexure I) are estimated only, which may vary during the currency of the contract. The successful bidder will have to render their service accordingly. Payment shall be made on actual job carried out.

- 14.2 The Environment Clearance Certificate is required for two (2) drilling locations. However, Company reserves the option to extend the contract (finalized out of this tender) for one more drilling location at the same rate, terms and conditions of the contract.

15.0 **PAYMENT TERM:**

Payment will be made within 30 days from date of receipt of valid invoice after completion of the jobs and submission of deliverables.

16.0 **LIQUIDATED DAMAGES FOR DEFAULT IN TIMELY COMPLETION OF THE JOB:**

In the event of the Contractors default in timely completion of the job within the stipulated period, the Contractor shall be liable to pay liquidated damages at the rate of 0.5 % (half percent) of the evaluated contract value per week of delay or part thereof, subject to maximum of 7.5% (seven & half percent). Liquidated Damages will be reckoned from the date after expiry of the scheduled date of completion of all contractual obligations. Company shall recover from the Contractor the agreed liquidated damages at the pre-determined rate as above and not by way of penalty.

17.0 **PERFORMANCE SECURITY:**

- 17.1 Within 15 days from the date of issuance of LOA, the successful bidder shall furnish Performance Security @ 10% of the annualized contract value in the form of Demand Draft / Banker's Cheque / Bank Guarantee (as prescribed herein vide **ANNEXURE-III** or in any other format acceptable to the Company) in favour of OIL INDIA LIMITED payable at Libreville, Gabon before signing the formal contract. A part or whole of the Performance Security shall be used by the Company in realization of liquidated damages or claims, if any, or for adjustment of compensation or loss due to the Company from Contractor. Performance Security shall not accrue any interest to the Contractor.
- 17.2 The Performance Security must be valid for a period 6 months (3 months contract period plus 3 months warranty obligation, contractual obligation including the defect liability period) from effective date of the contract. In the event of contract being extended within the provisions of the agreement, the Contractor will have to extend its validity suitably for the extended period. The same will be discharged by Company not later than 30 days following the final expiry of the performance security or following completion of 3 months warranty obligation period from the date of satisfactory completion of the work under the contract, whichever is earlier.
- 17.3 Failure to comply with the terms & conditions of the contract, the Contractor would render themselves liable for forfeiture of their Performance Security, apart from any other actions as may be deemed fit by Company including debarment from participation against OIL's all future tenders for a period of 2(two) years from the date of such default.

18.0 **SCOPE OF WORK:**

OIL to carry out drilling activities in two locations i.e. **Location Lassa East** (near Lassa Village) and **Location C** (near ROUNGOLA village) which can be approached from Four Place, which is about 8 km from Bifun towards Libreville. Ref. Fig-1 attached herewith.

- 18.1 Environmental clearance certificate is required for the above two exploratory drilling locations - locations "Lassa East" and Location- "C" for drilling and testing for Hydrocarbons. The co-ordinates of the locations are as below:

A) Location -Lassa East:

Surface			
Latitude	0°14'47.2589"S	X	649 459.59
Longitude:	10°20'34.8737"E	Y	9 972 753.65

B) Location- C:

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

The coordinates of these locations are defined by the UTM projection system based on the Clarke 1880 ellipsoid, spindle 32, whose origin is the

astronomical point of M'PORALOKO with: X = 500,000 meters on the central meridian 9° East, Y = 10,000,000 meters Equator.

18.3 JOBS TO BE CARRIED OUT:

- (i) Mobilization, Commencement & Completion of field works
- (ii) Gather information including Floristic Inventory required for preparing of report to submit to DGE, DGH Gabon as required by Govt. of Gabon.
- (iii) Organize Public Hearing, if required, as per the procedure laid down by Govt. of Gabon.
- (iv) Preparation of all documents including the application for obtaining Environmental Clearance Certificate. Submission of 5 copies of Final Report as well as a soft copy both in English and French.
- (v) Making presentation to DGE/DGH as and when required.
Obtain Final Environmental Clearance from DGE Gabon and submit the original EC certificate.

19.0 SPECIAL TERMS & CONDITIONS:

- 19.1 The rate quoted should be all inclusive charges as mentioned above and no extra charge will be payable. Taxes and duties shall be borne by Contractor.. Food and accommodation of the worker/crew will be arranged by the contractor at their cost.
- 19.2 All Payments, statutory benefits and compensations to the personnel deployed for service under the contract shall be the sole responsibility of Contractor and Company shall have no liability in this regard.
- 19.3 Company and its employees shall have no liability whatsoever for loss of or damage to Contractor and/or its service personnel or that of any third party in the course of availing the service under the contract irrespective of how such loss or damage is caused. The Contractor shall protect, defend, indemnify and hold harmless Company from and against such loss or damage and any suit, claim or expense resulting there from.

END OF TENDER DOCUMENT

ANNEXURE - II**PRICE FORMAT**

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

TENDER NO.: OIL/GABON/ENQ-EIA/DRILLING-II/01/18 DATD 05.02.2018
HIRING THE SERVICES FOR ENVIRONMENT IMPACT ASSESSMENT (EIA) AND OBTAINING ENVIRONMENTAL CLEARANCE (EC) FOR 2 (TWO) WELLS FOR EXPLORATORY DRILLING AND TESTING FOR HYDROCARBONS IN BLOCK SHAKTHI-II, GABON.

Sirs,

With reference to the above tender, we would like to quote as under for your consideration.

PARTICULARS	LUMP SUM RATE FOR ONE LOCATION. (A)	TOTAL COST FOR 2 LOCATIONS. (B) (B = 2 x A)
ENVIRONMENTAL CLEARANCE CERTIFICATE IS REQUIRED FOR TWO DRILLING LOCATIONS AS PAR THE SCOPE OF WORKS DETAILED IN PARA 18.0 ABOVE	FCFA_____	FCFA_____

NOTE: Withholding tax will be deducted from the invoice as per the prevailing rate as prescribed by Government of Gabon. However, if the contractor has TVA Registration no withholding tax will be deducted and Company will provide TVA exemption certificate against the invoice.

Other details

(i) Validity of offer :

(Validity of offer will be considered as 90 days from tender opening date if nothing is mentioned.)

- (ii) Payment terms:
(Payment terms will be considered as per tender clause 15 if nothing is mentioned.)

I / We have understood all the terms and condition of the tender and compiled with the requirement and are fully aware of the nature of the service required.

Yours faithfully,

(SEAL & SIGNATURE OF BIDDER)

Date:

ANNEXURE III

FORM OF PERFORMANCE BANK GUARANTEE

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

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

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

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

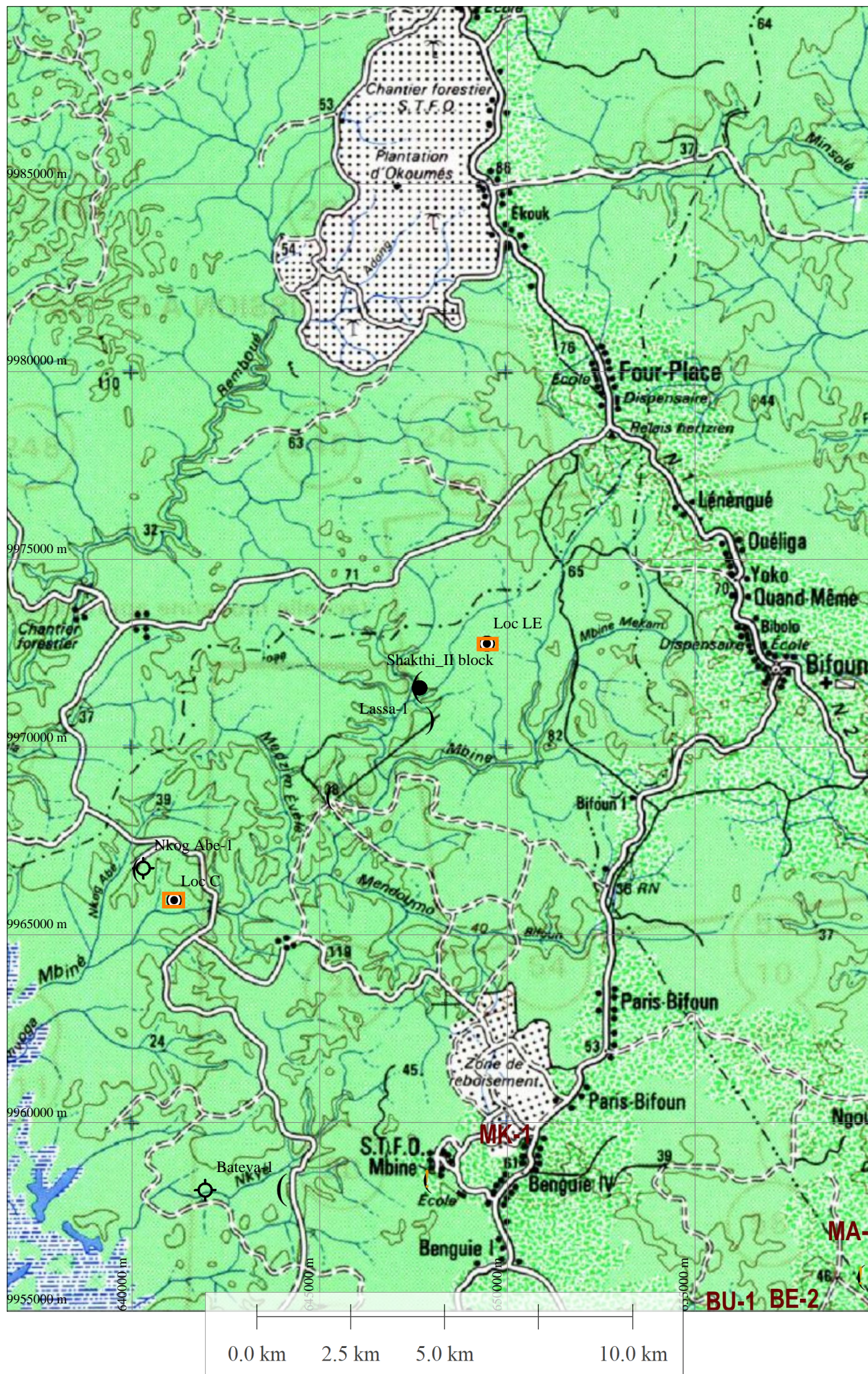
We further agree that no change or addition to or other modification of the terms of the Contract or the work to be performed there under or of any of the Contract documents which may be made between you and the Contractor shall in any way cease us from any liability under this guarantee, and we hereby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

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

SIGNATURE AND SEAL OF THE GUARANTORS _____
Designation _____
Name of Bank _____
Address _____

Date Place _____

Figure-1: Toposheet Showing Position of Locations LE and C



TENDER OIL/GABON/ENQ-EIA/DRILLING-II/01/18 DATD 05.02.2018
HAS BEEN ISSUED TO THE FOLLOWING VENDORS.

- i) M/s RPS Group, BP 12056, Plein Niger, Libreville, Gabon
- ii) M/s ENR Conseil, BP 20410, Libreville, Gabon
- iii) M/s LONGWE MULTI SERVICES, BP 2033 Libreville, Gabon
- iv) M/s MITIMBO, BP : 5455, Libreville, Gabon
- v) M/s Action For Sustainable Development (ASD), BP: 7703, Libreville, Gabon
- vi) M/s 2.S.T.I, BP: 23134, Libreville, Gabon
- vii) M/s Enviropass, BP 2310, Libreville, Gabon
- viii) M/s Ecosphere, BP 4015, Libreville, Gabon
- ix) M/s Royal Haskoning, Haskoning Gabon SA, BP 18436, Libreville, Gabon.