



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) - 01442992,**

**E-mail : oilgabonproject@gmail.com**

TENDER NO:

**OIL/GABON/ENQ-PMC/51/2019**

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

**TENDER DOCUMENT**

FOR

“HIRING OF CONSULTANCY SERVICE FOR WELL DRILLING PROJECT MANAGEMENT, SUPERVISION, MONITORING & CLOSE OUT FOR DRILLING & TESTING OF 2(TWO) EXPLORATORY WELLS IN SHAKTHI BLOCK-II OF GABON.”

Tender Closing Date & Time	:	10.12.2019 at 13:30 Hrs(GST)
Tender Opening Date & Time	:	10.12.2019 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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**Oil India Limited**  
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**GABON PROJECT**  
La Sablière, Immeuble FIDJI  
(Près de l'ancienne Cour Constitutionnelle)  
BP: 23134 Libreville, Gabon  
Tel: + (241) – 01 44 29 92  
Email: oilgabonproject@gmail.com  
Website: www.oil-india.com

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## FORWARDING LETTER

TO,

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**Subject:** “Hiring of Consultancy service for well drilling project management, supervision, monitoring & close out for drilling & testing of 2(two) exploratory wells in SHAKTHI BLOCK-II of Gabon with complete manpower and infrastructure” with an option for extension of the contract to another drilling location at the sole option of the Company (OIL) at the same terms and conditions and mutually agreed rates but not higher than the original rate(s).

### **LIMITED TENDER NO: OIL/GABON/ENQ-PMC/51/2019**

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 and Transportation of crude oil and 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 initiated to float 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 “**Consultancy service for well drilling project management, supervision, monitoring & Close-out services**” required to drill 2(two) exploratory vertical wells at locations LE & C with an option for extension of the contract to drilling of another well 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) in Shakthi Block-II(G4-245) including supply of all men, materials & equipment in complete. 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-PMC/51/2019</b> Dated <b>01.11.2019</b>
(ii)	Type of Bid	:	Single Stage Two Bid System (Physical submission of documents)
(iii)	Bid Closing Date & Time	:	<b>10.12.2019 at 13:30 Hrs</b> (Gabon Standard Time)
(iv)	Technical Bid Opening Date & Time	:	<b>10.12.2019 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) - 01442992
(vii)	Bid Opening Place	:	Office of GM-Gabon Project Oil India Limited, Gabon Project, La Sablière, Immeuble FIDJI, (Près de l'ancienne Cour Constitutionnelle), BP :23134 Libreville, Gabon Tel : +(241) – 01442992
(viii)	Tender Fee	:	Not Applicable
(ix)	Bid Security/Earnest Money Deposit (EMD)	:	Not Applicable
(x)	Bid Validity	:	120 (One Hundred and Twenty) Days from Bid Opening Date
(xi)	Amount of Performance Security	:	10% of Total contract value
(xii)	Validity of Performance Security	:	Upto 3(three) months beyond the completion of contract period
(xiii)	Duration of Contract	:	<b>10(Ten) months</b> from the date of issue of Mobilization Notice till completion of de-mobilization with an option of extension of the contract to another well at same terms & conditions and mutually agreed rates but not

			higher than original rates of the contract.
(xiv)	Mobilization Time	:	To be completed within <b>30(Thirty) 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) – 01442992
(xvii)	Bid Language	:	The Bid documents along with other enclosures should be submitted in English language. However, all bidders are requested to submit a French translated version of bid documents as French is the official language of Gabon.

5.0 This Tender has been restricted to following short-listed parties on Limited tender basis.

- (i) North Sea Well Engineering Limited (“Norwell”), Aberdeen, UK
- (ii) EnQuest PetroSolutions Private Limited, Delhi, India
- (iii) WellPerform ApS, Holte, Denmark

These bidders are short-listed by Company through Expression of Interests (EOI). **However, other interested Service Providers**, who can meet the ‘Qualifying criteria’ as indicated in the tender, may also, apply for issue of Tender documents. Such application must reach the office of General Manager-Gabon Project, Libreville, Gabon on or before **30.11.2019 (up to 17:00 Hrs Gabon Standard Time)**. The application must be complete in all respects and the same should accompany all the requisite documents as indicated in the Bid Evaluation Criteria (BEC) as per Part-2 of the tender, failing which the application will be considered as rejected.

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

Late application will not be entertained. Company shall not be responsible for any postal delay/transit loss. Timely delivery of the Application complete with requisite documents shall be the sole responsibility of the Applicant.

6.0 Tender Document will be issued physically/e-mail by Company in the name of interested vendor who qualifies the Bid Evaluation Criteria (BEC) in Part-2 of the tender. The interested Vendors who are not short-listed through EOI as mentioned in para 5.0 above, should submit their applications together with relevant documents to establish their credential in terms of Bid Evaluating Criteria(BEC) as per Part-2 of the tender, to the General Manager-Gabon, Gabon Project, OIL INDIA LIMITED, **La Sablière, Immeuble FIDJI, (près de l'ancienne Cour Constitutionnelle), BP :23134**

**Libreville, Gabon** showing full address (clearly indicating their e-mail ID), between **10<sup>th</sup> November'2019** and **30<sup>th</sup> November'2019** during office hours only. On receipt of application & requisite documentary evidences as above, if found acceptable will be allowed to participate in the tender through physical submission of bids along with the other vendors/bidders short-listed earlier.

- 7.0 OIL may at its discretion if considered necessary, may extend the deadline for the submission of bids.
- 8.0 **Language of Bid:** Language of Offer/bidding documents should be in **English**. However, all bidders have to submit a French translated version of bid documents as French is the official language of Gabon.
- 9.0 Bidders are suggested to visit the area of operation prior to bidding to make themselves fully aware and understand the project requirement.
- 10.0 All local taxes, levies and duties, cost, 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 has decided to hire all the required services for drilling of 2(two) wells with a provision of extension to 1(One) more well in Shakthi Block-II (G4-245) through the following 7(Seven) category of services:

- (i) Charter Hire of Rig Service, Consumables and related services;
- (ii) **Project Management Consultancy service during execution of operations & close out only;**
- (iii) Cementing and Liner Hanger Services including supply of all equipment, manpower, materials & consumables;
- (iv) Mud Engineering service with supply of mud chemicals;
- (v) Mud Logging service;
- (vi) Wire line Logging service;
- (vii) DST-SPT Service.

This tender documents covers the item Sl. No. 13.0 (ii) above, for **“Consultancy service for well drilling project management, supervision, monitoring & Close-out services”** required to drill 2(two) exploratory vertical wells at locations LE & C”.

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.



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



## **PART-1**

### **INSTRUCTION TO BIDDERS (ITB)**

#### **1.0 ELIGIBILITY OF BIDDER:**

- 1.1 Bidder shall bear all costs associated with the preparation and submission of bid. Oil India Limited, hereinafter referred to as Company, will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.
- 1.2 The eligibility criteria of the bidder are listed under **BID EVALUATION CRITERIA (BEC), PART-2** of the Bid document.

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

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

- 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):**

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

**Note: Please note that, price should not be mentioned in the “Technical Bid”**

**(B) PRICED BID/ COMMERCIAL BID:** Bidder shall quote their prices in the following Proforma:

- (i) Price-Bid\* Format as per **Proforma-B**
- (ii) Bid Form as per **Proforma-C**
- (iii) **Proforma-A** showing the list of items to be imported with CIF value

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

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

8.0 **BID PRICE:**

8.1 Prices must be quoted by the bidders as per the Price Bid Format (**Proforma-B**). Unit prices must be quoted by the bidders both in words and in figures. In case of any discrepancy between the words and figures, the prices indicated in words only will be considered.

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

8.3 All duties and taxes including Corporate Income Tax, Withholding Tax, Personal Tax and other levies payable by the successful bidder under the Contract for which this Bidding Document is being issued, shall be included in the rates, prices and total Bid Price submitted by the bidder, and the evaluation and comparison of bids shall be made accordingly. 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) 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 the bidding documents.
- 11.0 **BID SECURITY/EMD:**  
**Bid Security is not applicable for this tender.**
- 12.0 **PERIOD OF VALIDITY OF BIDS:**  
(i) The Bid must be valid for **120** (One Hundred and Twenty) **days** from the date of opening of the tender. **Bids of shorter validity will be rejected as being non-responsive.** If nothing is mentioned by the bidder in their bid about the bid validity, it will be presumed that the bid is valid for **120 days** from Bid Closing Date.  
(ii) In exceptional circumstances of extension of Bid Opening Date, the Company may solicit the Bidder's consent to an extension of the period of bid validity. The request and the response thereto shall be made in writing through Letter or e-mail. A Bidder granting the request will neither be required nor permitted to modify their Bid.
- 13.0 **FORMAT AND SIGNING OF BID:**  
(i) The Bidder shall prepare three (3) copies of the bid clearly marking original "**ORIGINAL BID**" and rest "**COPY OF BID**". In the event of any discrepancy between them, the original shall govern.  
(ii) The original and all copies of the bid shall be typed or written in indelible inks and shall be signed by the Bidder or a person or persons duly authorized to bind the Bidder to the contract. The letter of 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. **No e-mail offer will be accepted.**
- 14.2 All the conditions of the contract to be made with the successful bidder are given in various Sections of the Bid Document. Bidders are requested to state their noncompliance to each clause as per **Proforma-D** of the bid document and the same should be submitted along with the Technical Bid.
- 14.3 Timely delivery of the bid documents in physical form as stated in Para 14.1 above is the responsibility of the bidder. Bidders should send the same through Registered Post or by Courier Services or by hand delivery to the Officer in Charge of the particular tender before the Bid Closing Date and Time. Company shall not be responsible for any postal delay/transit loss.

Note: **BIDS SHALL BE REJECTED OUTRIGHT IF THE 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. 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.

**18.0 MODIFICATION AND WITHDRAWAL OF BIDS:**

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

18.2 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.

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

18.4 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.



**19.0 EXTENSION OF BID SUBMISSION DATE:**

- 19.1 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.

**20.0 BID OPENING AND EVALUATION:**

- 20.1 Company will open the Technical Bids (in case of Single Stage Two Bid System), including submission made pursuant to para 18.0, 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.
- 20.2 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.
- 20.3 Bid for which an acceptable notice of withdrawal has been received pursuant to para 18.0 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.
- 20.4 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.
- 20.5 Company shall prepare, for its own records, minutes of bid opening including the information disclosed to those present in accordance with the sub-para 20.3.
- 20.6 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.
- 20.7 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.

- 20.8 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.
- 20.9 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.

**21.0 OPENING OF PRICE BIDS:**

- 21.1 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.
- 21.2 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
- 21.3 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.
- 21.4 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.

**22.0 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.

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

**24.0 DISCOUNT/REBATES:**

24.1 Unconditional discounts/rebates, if any, given in the bid will be considered for evaluation.

24.2 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.

**25.0 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.

**26.0 CONTACTING THE COMPANY:**

26.1 Except as otherwise provided in para 20.0 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 20.6.

26.2 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.

**27.0 AWARD OF CONTRACT:**

27.1 **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.

**28.0 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.

**29.0 NOTIFICATION OF AWARD:**

29.1 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.

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

**30.0 PERFORMANCE SECURITY:** Successful bidder has to submit Performance Security for an amount 10% of the total evaluated contract value within **15(Fifteen) days** from the date of issue of LOA.

- 30.1 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.
- 30.2 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
- 30.3 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.
- 30.4 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.
- 30.5 The Performance Security will not accrue any interest during its period of validity or extended validity.
- 30.6 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.

**31.0 SIGNING OF CONTRACT:**

- 31.1 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.
- 31.2 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.

31.3 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.

**32.0 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.

**33.0 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.

**34.0 LOCAL CONDITIONS:**

It is imperative for each Bidder to fully aware 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 and 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.

**35.0 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.

**36.0** Bidder(s) should clearly understand all the terms & conditions, criteria, specification etc. of this tender.

**37.0** 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 shall conform generally to the scope of work and terms and conditions given in this bid document. Bids shall be rejected in case the services offered do not conform to required parameters stipulated in the scope of work. Notwithstanding the general conformity of the bids to the stipulated terms of reference, the following 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 EXPERIENCE:**

- 1.1 Service Provider/Bidder must be an upstream oil & gas consultancy firm with experience in providing Project Management of well supervision & monitoring during execution of drilling operation in Exploratory Wells.
- 1.2 Service Provider/Bidder must have completed Project Management Consultancy Service contract for at least two (02) drilling wells involving well-site supervision & monitoring during execution phase to E&P operators in previous seven (7) years to be reckoned from the original bid closing date of the tender. Out of these two wells one well must be a depth of minimum 2600 m MD.
- 1.3 Service Provider/Bidder must have experienced & competent personnel for well-site supervision & monitoring as per Table-5 in clause No. 6.3 of Part-3, Section-II, Technical Specification/Scope of Work.
- 1.4 Service Provider/Bidder must have requisite QHSE policy in place which should meet established international oil & gas industry standards.
- 1.5 In support of the experience, the Service Provider/Bidder must furnish details of the projects / wells including depths, pressures, project duration, name of clients, contact details etc. as per **ANNEXURE-III**.
- 1.6 The Service Provider/Bidder must deploy an integrated team of Base Operations Manager, Well Site Drilling Supervisors, Drilling Engineer and Production Engineer/Well Completion Engineer during the execution phase having the experience as mentioned under "Experience Criteria for Personnel" as per Table-5 in clause No. 6.3 of Part-3, Section-II, Technical Specification/Scope of Work.
- 1.7 Service Provider/Bidder to provide names and Curriculum Vitae (CV) of the team members along with the Technical Bid.
- 1.8 **Mobilization:** Mobilization of all resources and manpower for execution of the services against contract to be completed within thirty (30) days from the date of issue of Mobilization Notice. An under undertaking to be submitted during submission of offers with the technical bid as per **ANNEXURE-VII**.



- 1.9 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 FINANCIAL EXPERIENCE:**

- 2.1 The Vendor/Contractor/Service Provider shall have **Annual financial turnover** of minimum **US\$ 987559** (US \$ Nine Hundred Eighty Seven Thousand Five Hundred Fifty Nine) during any of the preceding 03 (three) financial/accounting years reckoned from the original Bid Closing date.
- 2.2 **Net worth** of Vendor/Contractor/Service Provider must be positive for preceding financial/accounting year.
- 2.3 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 Tender publishing 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 vide **ANNEXURE-V** certifying that 'the balance sheet/Financial Statements for the financial year ..... has actually not been audited so far'.

### **NOTE:**

- (a) For proof of Annual Turnover & Net worth any one of the following documents must be submitted along with the Tender:
- (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-IV**.
- OR**
- (ii) Audited Balance Sheet along with Profit & Loss account. In case of foreign Vendor/Contractor/Service Provider, self-attested/digitally signed printed published accounts are also acceptable.
- 2.4 In case the Audited Balance Sheet and Profit Loss Account submitted along with the Tender are in currencies other than US\$, the Vendors/Contractors/Service Providers 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 & Loss Account is signed. A CA Certificate may be submitted by the bidder regarding converted figures in equivalent US\$.

## **3.0 COMMERCIAL CRITERIA:**

- (1) Bids shall be submitted under single stage two Bid systems i.e. Technical Bid and Priced Bid separately in two different packets/envelope. The Technical Bid is to be submitted as per Scope

of Work & Technical Specification of the tender and Priced Bid as per **Proforma-B** is to be in different sealed envelope/packets. Bids shall be rejected outright, if the prices are indicated in the technical bids. Bids not conforming to this two bid system shall be rejected outright.

- (2) **BID Validity:** Bids must be valid for minimum **120** (One Hundred and Twenty) **days** from the date of Technical Bid opening. If bidder does not submit / declare bid validity period, it will be presumed that the bid validity is **120** (One Hundred and Twenty) **days**. Bids with shorter validity (i.e. less than 120 days from the schedule closing date) will be rejected as being non-responsive.

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

- (3) Bidders must quote rates clearly and strictly in accordance with the price schedule outlined in PRICE BID FORMAT as per **Proforma-B**, and submit the same separately in a sealed envelope/packet otherwise the Bid will be summarily rejected.
- (4) Bidder shall offer firm prices. Price quoted by the successful bidder must remain firm during the execution of the contract and not subject to variation on any account.
- (5) Bids submitted after the Bid Closing Date and Time will be rejected.
- (6) **Bids received through the physical submission in sealed envelope as mentioned in ITB shall only be accepted. Bids received in any other form shall not be accepted.**
- (7) Any document(s) wherever called for, and submitted by bidders, shall be legible, contain no interlineations, white fluid erasures or overwriting except as necessary to correct errors made by the Bidder, in which case such correction shall be initialled by the authorized person or persons who has/have signed the Bid.
- (8) Bids shall be typed or written in indelible ink and shall be signed by the bidder or his authorized representative.
- (9) Any Bid containing false statement will be rejected.
- (10) **There should not be any indication of price/rates in the Technical Bid/Techno-commercial Bid. A bid will be straightway rejected if price/rate is given in the Technical /Techno-commercial 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
  - (vi) Termination clause
  - (vii) Force Majeure cause
  - (viii) Tax Liabilities clause
  - (ix) Insurance clause
  - (x) Safety Environment & Labour Laws

#### 4.0 **DOCUMENTS:**

Bidders must furnish documentary evidences in support of fulfilling all the above requirement with their un-priced techno-commercial bid as under:

- (a) Technical Experience of Vendor/Service Provider as per clause No. 1.1 to 1.9 of the BEC above: Rendering Well Drilling Project Management, Supervision & Monitoring Services – Statement to be furnished by service provider/vendor in a tabular form in **ANNEXURE-III** along with following documentary evidences:

(i) Copies of contracts / Letter of Award containing contract period, number of wells, well depths, type of well etc.

**And**

(ii) Completion certificates/Payment certificates for the contracts issued by the clients against Sl. No. (i) above.

- (b) An undertaking that the Vendor/Service Provider has the key personnel meeting the requisite qualification & experience as indicated herein in Table-5 in clause No. 6.3 of Part-3, Section-II, Technical Specification/Scope of Work and can deploy them for job execution in the event of an Agreement vide **ANNEXURE-VIII**.
- (c) **Curriculum Vitae (CV):** Curriculum Vitae (CV) of personnel to be deployed has to be submitted as per **ANNEXURE-II** for the experience as per details mentioned in Table-5 in clause No. 6.3 of Part-3, Section-II Technical Specification/Scope of Work of the tender.
- (d) An undertaking that Vendor/Service Provider will mobilize its resources and personnel within **30(Thirty) Days** from issue of Mobilization Notice as per **ANNEXURE-VII**.

- (e) **Financial Turnover of Vendor:** 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-IV**.

**Notes:**

- (i) 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.
- (ii) All Certificates and documentary evidences required to be submitted in support of clause No. 4.0 (a) to (e) of BEC 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.

**5.0 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) Vendor/Contractor/Service Provider must agree to abide by the law of Gabon for all purposes.
- (f) 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.
- (g) 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.
- (h) 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.

#### 6.0 **EVALUATION CRITERIA:**

The 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 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.

- (e) 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** as under:

**TOTAL EVALUATED CONTRACT COST INCLUSIVE OF ALL APPLICABLE TAXES & COST EXCEPT CSS & TVA,**

$$\mathbf{E = D1+D2+D3+D4}$$

Where,

- (a) **E** = Total Evaluated Contract Cost inclusive of all cost, taxes & duties except CSS & TVA for Well Supervision, Monitoring and Closeout (Phase-I & II)
  - (b) **D1** = Total Operating charges for Base Operation Manager (BOM) at Operator's Base
  - (c) **D2** = Total Operating charges for Drilling Supervisor (DS) at well site.
  - (d) **D3** = Total Operating charges for Drilling Engineer (DE) as Night Drilling Supervisor at well site.
  - (e) **D4** = Total Charges of Production Engineer (PE) / Well Completion Engineer at well site.
- (f) **PREFERENCE FOR LOCAL COMPANIES:** Local Gabonese companies are those companies legally constituted and duly established in Gabon, have their headquarters in Gabonese territory and 51% of the capital is owned by Gabonese nationals. Preference will be given to a Local Gabonese company/entity, if the company is found to be techno-commercially acceptable to the tender terms & conditions. The preference criteria applicable is shown below:
- a) In case of participating by local Gabonese company with quoted price is within price band of L1+10%, such entity shall be considered for award of contract by bringing down their price to L1 price in a situation where L1 price is from someone other than a local Gabonese company. Here, L1 is lowest evaluated bid as per the bid evaluation criteria.
  - b) In case of more than one such local company qualifying for 10% preference, the contract shall be awarded to lowest eligible local company amongst the local companies qualifying for 10% preference.
  - c) **DOCUMENTATION REQUIRED TO BE SUBMITTED BY Local Gabonese company:**
    - (i) Copy of valid Municipality trade license (Fiche Circuit: Society), Attestation CNSS (CNSS certificate), Attestation D'imposition(Taxation certificate),Attestation de Non Faillite(Certificate of non bankruptcy), Banque attestant de la capacite financiere(bank certifying the financial

capacity) of the company, if bidder is a Local Gabonese company.

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

**END OF PART-2**



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

All clauses in the General Conditions of Contract [GCC] shall apply to all transactions 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 requisite manpower and associated resources for commencement of operation as specified in this Contract, should be completed by Contractor within **30 (Thirty) days** from the date of issue of Mobilisation notice. Mobilization shall be deemed to be completed when Contractor's Personnel and associated resources are placed at the reporting place/nominated location in readiness to commence Work as envisaged under the Contract and duly certified by Company's authorized representative.
- 2.3 **DATE OF COMMENCEMENT OF THE CONTRACT:** The date & time during which the mobilization of Personnel and associated resources is completed for commencement of the service/job shall be treated as the date of Commencement of Contract/Operation.
- 2.4 **DURATION OF CONTRACT:** The duration of the Contract shall be valid for **10(Ten) months** or completion of last well whichever is earlier from the date of commencement of the contract for Well drilling project management, supervision, monitoring & close out for drilling & testing of 2(two) exploratory wells and completion of demobilization & re-export of entire resources etc including all formalities & documentation for re-export. However, Company reserves the option for extension of the contract to another drilling location on same terms & conditions and mutually agreed rates but not higher than the original rate(s). 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 de-mobilize their personnel and associated resources as and when Company issue written notice to do so and no further charges will be payable thereafter.

**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 language (both writing and speaking) and knowledge in 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.
- 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-III)**. 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:

14.1 **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. A party wishing to commence arbitration proceeding shall invoke Arbitration Clause by giving 30 days' notice to the other party. The notice invoking arbitration shall specify all the points of dispute with details of the amount claimed to be referred to arbitration at the time of invocation of arbitration and not thereafter. If the claim is in foreign currency, the claimant shall indicate its value in US\$ currency for the purpose of constitution of the arbitral tribunal.

2. The number of arbitrators and the appointing authority will be as under:

Claim amount (excluding claim for interest and counter claim, if any)	Number of Arbitrator	Appointing Authority
Upto US\$ 0.7 Million (equivalent to INR 5 Crore)	Sole Arbitrator	OIL
Above US\$ 0.7	3 Arbitrators	One Arbitrator by each party and

Million (equivalent to above INR 5 Crore)		the 3rd Arbitrator, who shall be the presiding Arbitrator, by the two Arbitrators.
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3. The parties agree that they shall appoint only those persons as arbitrators who accept the conditions of the arbitration clause. No person shall be appointed as Arbitrator or Presiding Arbitrator who does not accept the conditions of the arbitration clause.

4. Parties agree that there will be no objection if the Arbitrator appointed holds equity shares of OIL and/or is a retired officer of OIL/any Public Sector Undertaking of India(Govt Officer). However, neither party shall appoint its serving employees as arbitrator.

5. If any of the Arbitrators so appointed dies, resigns, becomes incapacitated or withdraws for any reason from the proceedings, it shall be lawful for the concerned party/arbitrators to appoint another person in his place in the same manner as aforesaid. Such person shall proceed with the reference from the stage where his predecessor had left if both parties consent for the same; otherwise, he shall proceed de novo.

6. Parties agree that neither shall be entitled for any pre-reference or pendent-lite interest on its claims. Parties agree that any claim for such interest made by any party shall be void.

7. The arbitral tribunal shall make and publish the award within time stipulated as under:

Amount of Claims and counter claims(excluding interest)	Period for making and publishing of the award(counted from the date of first meeting of the Arbitrators)
Upto US\$ 0.7 Million (equivalent to INR 5 Crore)	Within 8 months
Above US\$ 0.7 Million (equivalent to above INR 5 Crore)	Within 12 months

The above time limit can be extended by Arbitrator, for reasons to be recorded in writing, with the consent of the other parties.

8. 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.

9. Each party shall be responsible to make arrangements for the travel and stay etc. of the arbitrator pointed by it. Claimant shall also be responsible for making arrangements for travel/stay arrangements of the Presiding Arbitrator and the expenses incurred shall be shared equally by the parties. In case of sole arbitrator, OIL shall make all necessary arrangements for his travel, stay and the expenses incurred shall be shared equally by the parties.

10. The Arbitration shall be held at the place from where the contract has been awarded. However, parties to the contract can agree for a different place for the convenience of all concerned.

11. The Arbitrator(s) shall give reasoned and speaking award and it shall be final and binding on the parties.

12. Subject to aforesaid, provisions of the Arbitration and Conciliation Act, 1996 and any statutory modifications or re-enactment thereof shall apply to the arbitration proceedings under this clause.

**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 labour who is minor or debarred from labour job as per law of Gabon under any circumstances. Person who is senior citizen or above 63 (sixty-three) years of age shall also 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)01442992  
E-mail Id: oilgabonproject@gmail.com / gabonproject@oilindia.in

(B) **CONTRACTOR:**

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

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

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

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

**19.0 MISCELLANEOUS PROVISIONS:**

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

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

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

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

**20.0 PERFORMANCE SECURITY:** Successful bidder has to submit Performance Security for an amount **10% of the total evaluated contract value** within **15(Fifteen) days** from the date of issue of LOA.

20.1 Contractor is required to furnish Performance Security for an amount specified in the Forwarding Letter (and Letter of Award (LOA) issued by Company to Contractor awarding the contract) with validity of 03(three) months beyond the contract period or for any period specifically mentioned in the Tender. The performance security shall be payable to Company as compensation for any loss resulting from Contractor's failure to fulfil their obligations under the Contract. Contractor may submit Performance Security in the form of Bank Draft / Banker's cheque/Bank's certified cheque/Performance Bank Guarantee (PBG) as per **Proforma-H** or in any other format acceptable to the company. Company will discharge the bank guarantee not later than 30 days following its expiry.

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

**21.0 LIQUIDATED DAMAGES FOR DEFAULT IN TIMELY MOBILISATION:**

21.1 Time is the essence of this contract. The Contractor must complete the mobilization of Personnel and associated resources for commencement of contract 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 GCC**.

21.2 The Company also reserves the right to cancel the Contract without any compensation whatsoever in case of failure to mobilise and commence operation within the stipulated period.

21.3 The parties agree that the sum specified above is not a penalty but a genuine pre-estimate of the loss/damage which will be suffered by OIL on account of delay/breach on the part of the Contractor and the said amount will be payable without proof of actual loss or damage caused by such delay/breach and without any demur and shall not be open for any dispute whatsoever.

**22.0 CONTRACT PRICE:** The Contract Price must remain firm during performance of the Contract and is not subject to variation on any account.

**23.0 LIABILITY:**

23.1 Except as otherwise expressly provided, neither Company nor its servants, agents, nominees, Contractors, or subcontractors shall have any liability or responsibility whatsoever to whomsoever for loss of or damage to the equipment and/or loss of or damage to the property of the Contractor and/or their Contractors or subcontractors, irrespective of how such loss or damage is caused and even if caused by the negligence of Company and/or its servants, agents, nominees, assignees, Contractors and subcontractors. The



Contractor shall protect, defend, indemnify and hold harmless Company from and against such loss or damage and any suit, claim or expense resulting there from.

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

- 23.7 The Company hereby agrees to waive its right of recourse and further agrees to cause its underwriters to waive their right of subrogation against Contractor and/or its underwriters, servants, agents, nominees, assignees, Contractors and subcontractors for loss or damage to the equipment of Company and/or its Contractors or subcontractors when such loss or damage or liabilities arises out of or in connection with the performance of the Contract.
- 23.8 The Company hereby further agrees to waive its right of recourse and agrees to cause its underwriters to waive their right of subrogation against Contractor and/or its underwriters, servants, agents, nominees, assignees, Contractors and subcontractors for injury to, illness or death of any employee of the Company and of its Contractors, subcontractors and/or their employees when such injury, illness or death arises out of or in connection with the performance of the Contract.
- 24.0 **INDEMNITY AGREEMENT:**
- 24.1 Except as provided hereof Contractor agrees to protect, defend, indemnify and hold Company harmless from and against all claims, suits, demands and causes of action, liabilities, expenses, cost, liens and judgments of every kind and character, without limit, which may arise in favour of Contractor's employees, agents, contractors and sub-contractors or their employees on account of bodily injury or death, or damage to personnel/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 sub-contractors 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, if applicable 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, if applicable shall be made 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,

with-hold from the amounts due to Contractor, a sum equal to the amount of such unpaid indebtedness.

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

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

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

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

### **32.0 SET OFF CLAUSE:**

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

- 33.1** 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 are requested to go through the rules & regulations, procedures of Customs of Gabon to make them fully aware and understand the Customs Rule.**

(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 rig packages, equipment, tools, 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 Consultancy service for well drilling project management, supervision, monitoring & close out for drilling & testing of 2(two) exploratory wells in SHAKTHI BLOCK-II of Gabon with complete manpower and infrastructure” with an option for extension of the contract to another drilling location at the sole option of the Company (OIL) at the same terms and conditions and mutually agreed rates but not higher than the original rate(s) of the contract.

#### **1.0 INTRODUCTION**

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

#### **2.0 DEFINITION OF WORK**

Oil India Limited (OIL) along with its partner Indian Oil Corporation Limited (IOCL) intends to hire “Project Management Consultancy Service” for supervision & monitoring the operational activities during the execution of drilling and completion of the proposed two (2) exploratory vertical wells with a provision of extension to another well in Shakthi Block -II(G4-245) in Gabon.

#### **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 February/March 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			100	Sand with carbonate
	Aptian	Ezanga	Madiela+Ezanga	100	High proportion of soluble salt
		N'zemeasso	ConiquetSst	130-150	Shale
					Sandstone
					Cross bedded Sst
					Alternating shale & cross bedded Sst
	Berriasian	N'Toum	BikeleSst	150-200	Black colour schist/shale
			BenguinSh		
		Remboue	SchisteseSh	100	Brown colour schist/shale
			BifounSh		
Jurassic			SchisteseBruns		
			ForouePlageSst	83-365	Sandstone & shale
	Hauterivian	Kango	BikoumeSh	400	Bluish Shale
	Valanginian		BokouSh	400-500	Bluish Shale
	Berriasian		KekeleSst	50-100	Sst transition
Permian		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.
Late Precambrian		Agola	Agoula	200-300	Glacial conglomerate bituminous schists carbonate, red claystone and Sst.
		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.

<b>As Per WGS84 System</b>	
<b>Location Lassa East (LE):</b>	
Latitude	0°14'45.8377"S
Longitude	10°20'31.1269"E
<b>Location C:</b>	
Latitude	0°18' 28.4862"S
Longitude	10°16' 01.4692"E
<b>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.</b>	
<b>Location Lassa East (LE):</b>	
X	649 459.59
Y	9972 753.65
<b>Location C:</b>	
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:

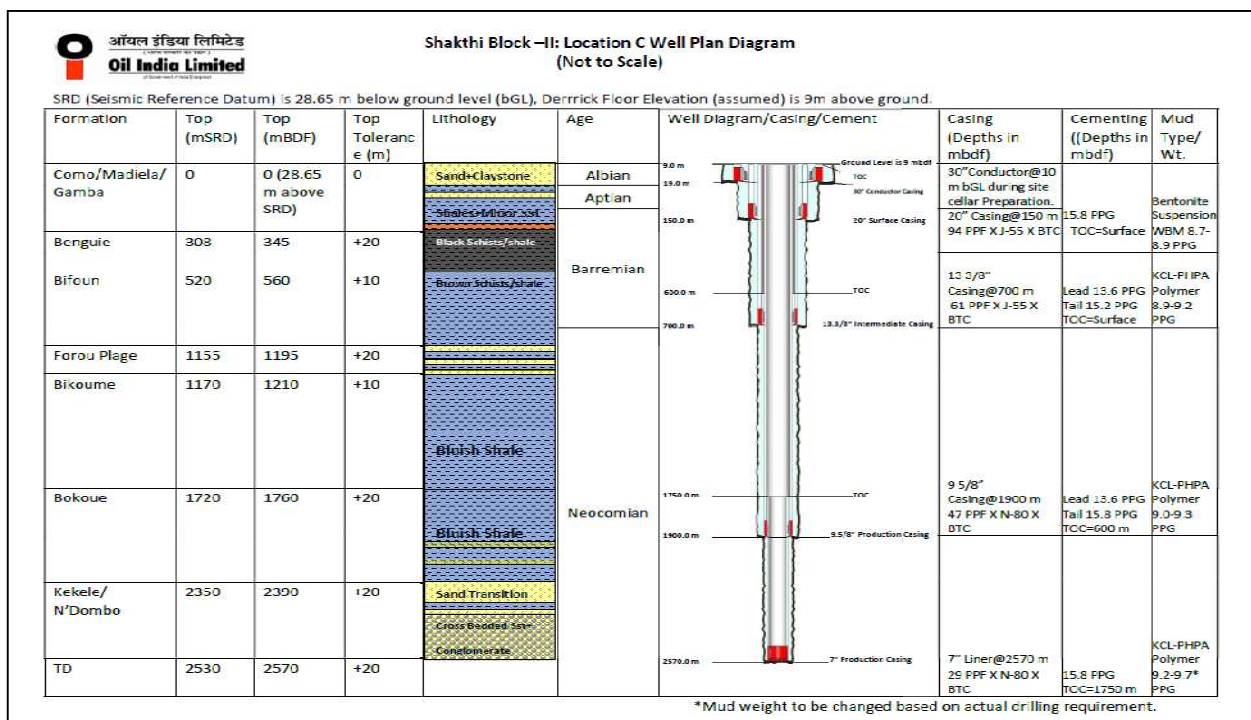


Figure-1: Casing, Cementing & Policy of Loc. C (4 Stage Completion)

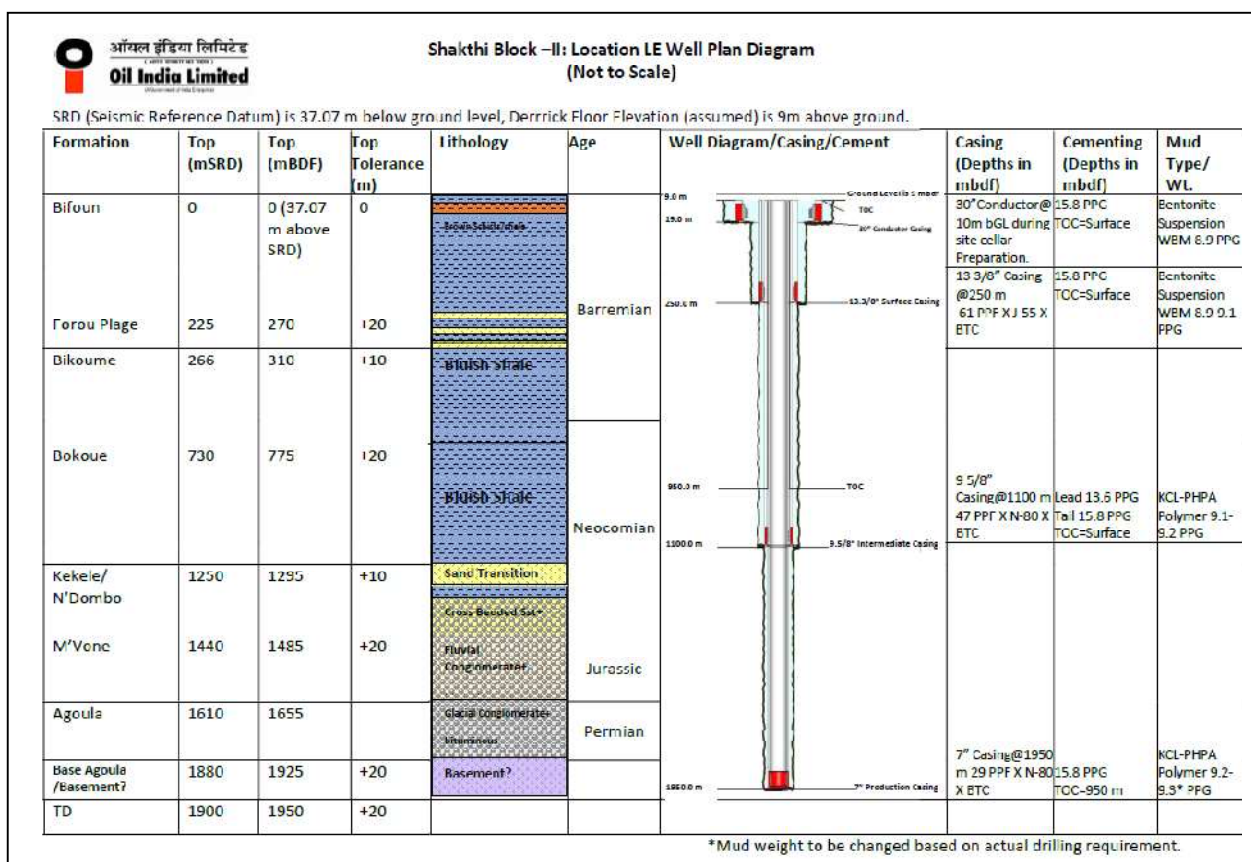


Figure-2: Casing, Cementing & Mud Policy of Loc. LE (3 Stage Completion)

**Table-4: SUMMERY OF CASING, CEMENTING & MUD POLICY**

Casing/ Liner	Hole size	Casing Size	Loc:LE	Loc:C	Cement	Mud-WBM
Surface casing	26"	20", J-55x94ppfxBTC	-----	0-150	Up to surface	8.7-8.9ppg Bentonite Suspension.
Intermediate Casing	17.1/2"	13.3/8", J-55x61 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.

#### 5.4 OTHER INFORMATION

- (i) It is envisaged to use Charter Hired AC-SCR/AC-VFD Drilling Rig of capacity 1400 HP (Minimum) or more with TDS to carry out drilling (including supply of consumables) up to a depth of 2600 m.
- (ii) All other related services – Mud Engineering Services, Cementing & Liner Hanger Services, Wire Line Logging Services, Mud Logging Unit Services (MLU), Drill Stem Testing & Surface Production Testing (DST & SPT), Coring (On call out basis), Deviation Drilling (On call out basis) etc. are also going to be hired through Tender.

#### 6.0 SCOPE OF WORK

The Contractor shall provide the following services as part of the Well Drilling Project Management, Supervision & Monitoring Services in two(2) Phases as per internationally accepted standard practices to support the Company(OIL) in the drilling campaign to drill two (2) exploratory vertical wells in the Shakthi Block-II(G4-245). It will be the single point responsibility of the Service provider/Contractor to obtain all statutory clearance from DGH-Gabon and other government authorities of Gabon. Company will provide necessary help and assistance in this regard, if required.

#### 6.1 SERVICE REQUIREMENT:

##### 6.1.1 PHASE-I:

##### (A) Review and Suggestion on Well Drilling Program

The Service Provider/Contractor shall carry out review of the proposed drilling program of both the locations and give acceptable suggestion with justification if some positive review is required in the well design & engineering part. The Contractor shall carry out minor review on the casing program, mud program, cementing program, wire line program, Bit & BHA program, BOP stacks of all stages, completion well head,

consumable items and suggest, if anything to be included or excluded. Executive drilling program already prepared by the Company shall be forwarded after issuance of LOA to the winning bidder.

**(B) Well-Site Supervision & Monitoring Services during execution of drilling operation:**

- (1) The Service Provider/Contractor shall be responsible for the supervision and monitoring during execution of drilling and testing operations according to the drilling programs and in consultation with OIL's representative.
- (2) The Contractor should provide 24 hours supervision at the well site throughout the contract period for drilling, completion, testing and all other essential/inevitable activities of the wells.
- (3) The Contractor should ensure that the job be executed as per approved drilling & testing program in an effective and safe manner as per safe operating procedure so that any harm to equipment, personnel or environment can be avoided.
- (4) The Contractor should supervise the operations at the well-site by deploying team of competent Key Personnel having minimum qualification & experience as specified at Para-6.3 (Table-5), Section-II of this tender in order to meet the requirements of the services.
- (5) The Contractor shall suggest and provide direct solution in consultation with their concerned team if required for any operational and down hole problems during drilling operation and shall be implemented with due approval from OIL Management. No additional charges shall be payable against such job/service.

**(C) QHSE:**

- (i) Contractor shall prepare Emergency Response Plan (ERP) and ensure that the Emergency Response Plans are in place and understood by all at the rig site.
- (ii) To prepare Bridging Documents related to all operations, services and HSE.
- (iii) Well Control Program and procedures based on the known well pressure profile.
- (iv) To prepare Contingency Programs and procedures.
- (v) Ensure Health, Safety and Environment policies, standards and procedures of Operator and all statutory procedures are implemented at the rig-site.
- (vi) Ensure that safety meetings are held on the rig for the entire well-site team.
- (vii) Contractor shall carry out HAZID (Hazard Identification), HAZOP (Hazard & Operability) & QRA (Quantitative Risk Analysis). Already identified Risk Matrix & Management Plan prepared by the Company may be used as reference and any further suggestions/additions can be incorporated.
- (viii) QHSE Compliance & Safety Program.

**( D ) PLANNING AND COORDINATION:**

- (i) Forecast and plan all requirements as per the drilling program (equipment, personnel, supplies and services).
- (ii) Ensures material requests are issued in a timely manner to avoid disruption of operation.
- (iii) Prepare standard equipment list in a timely manner for each phase of the well.
- (iv) Plan, Schedule and call-out other services required for drilling and completing the well.
- (v) Preparation of weekly plan in consultation with Company representative, and other service provider's representatives.
- (vi) In the event of any problem on the well or delays in operations, the contractor should directly provide solution in consultation with their concerned team.
- (vii) Co-ordinate the drilling program operations with representatives of all other service providers to ensure compliance with work programs, project procedure and other contractual requirements.
- (viii) Responsible to ensure proper well control procedures are in place.
- (ix) To communicate with world renowned Blowout Control Experts if situation arises so.

**( E ) COMMUNICATION:**

- (i) To be the focal point for all the project participants on site and responsible for coordination with OIL's representatives.
- (ii) Report on daily and as and when required basis.
- (iii) Prepare and communicate the daily drilling report (DDR).
- (iv) To document within 24 hours for any incidents or failures.
- (v) Liaison with Government authorities whenever required.

**( F ) PERFORMANCE AND COST MONITORING:**

- (i) Evaluate results versus goals and performance of service companies.
- (ii) Record daily well cost.
- (iii) Control and maintain an inventory record of all equipment, items, etc. and materials including consumables for both incoming & outgoing to the site at all times.
- (iv) Monitor the non-productive time and technical performance of the rig.
- (v) Suggest any needs for corrective actions in operations to assure a process of continuous improvement.
- (vi) Compile all reports including but not limited to IADC reports, pressure test charts, daily drilling/ testing reports, casing tallies, tubing tallies, End of Well Reports etc, to be handed over to OIL.
- (vii) The team will monitor the daily well progress and advise necessary changes/deviations to be made from the well design and well program during the course of execution.



- (viii) To review and advise changes, if any, to be incorporated in the well design and well program for the next successive wells to be drilled after completion of the 1st well under the contract.

### **6.1.2 PHASE-II:**

#### **(A) CLOSE OUT:**

The Close out Phase shall comprise the detailed documentation of operations conducted and the final status of the drilled wells. On completion of operations a full set of well reports, together with a lessons learnt database, will be generated for future reference. A post well operations review to include the following:

- (1) General Well Data
- (2) End of well reports
- (3) Lessons Learnt
- (4) Brief Summary of Operations
- (5) Comparison of planned v/s actual time as per Drilling Progress Chart.
- (6) Rig efficiency analysis.
- (7) Casing and tubing tallies.
- (8) Lost time analysis.
- (9) Cost reconciliation report including summary by section, variance explanation, and cost reduction recommendations.
- (10) Leak off Test (if any conducted) and pressure testing of all casing and tubing.
- (11) Bit Records and drilling BHAs.
- (12) Mud Recap.
- (13) Cementing Reports.
- (14) Well Complications and equipment failures.

These Reports will be submitted to Company (OIL) in hardcopy as well as digital format for each drilled well. In addition, the Closeout Phase will include close out of all other contracts related to drilling services. Company (OIL) shall be the sole proprietor of all the data generated at the wells and it should be handed over to OIL in proper format (Hardcopy & Digital Format) and completeness.

#### **(B) DELIVERABLES:**

- (i) Well Completion report & Lessons learned after each well. Fishing report (if any), cost reconciliation report for each well.
- (ii) Well Test Interpretation Reports.
- (iii) All daily reports viz. daily drilling report, daily geological report. After completion of each report, the Consultant shall submit a draft of the same to COMPANY (OIL) for review and comments. The contractor shall submit the final report of the same incorporating Company's comments.
- (iv) Daily cost of the wells.
- (v) All reports should be made available in English and French.

**(C) REPORTS:**

Contractor shall complete and submit the final Well Completion Report (WCR) of both the wells to the Operator within 20 (twenty) days from the completion of last well both in English & French language after incorporating Company's views/comments and incorporating all the issues raised during consultation etc.

Reports:	Quantity	
	Hardcopy	Softcopy (In portable hard disk drive)
Detailed Drilling & Testing Program Report	Five(5)	5 (Five)
Well Completion Report (Close Out)	Five(5)	5 (Five)

It is Contractor's responsibility to liaise with DGH-Gabon to produce the draft final WCR and incorporate any suggestions from DGH-Gabon and prepare the final report.

**6.2 EQUIPMENT & INFRASTRUCTURE:** Company (OIL) shall provide office, lodging & food facilities at the rig site free of charge for all team members of the Contractor deployed at well site for monitoring and supervising of drilling & testing activities as per terms and conditions of the contract through a Rig Service Contractor. The office at well site shall be furnished with basic office infrastructure and communication facilities but excluding regular consumables like paper, ink cartridges, pen/pencils etc and Laptops/Desktops, Printers etc to be at the cost of Contractor.

However, the Service provider/Contractor shall arrange the office including regular consumables for office set-up with Laptop/Desktop, Printers, Papers, Ink Cartridges etc, transportation, accommodation & food for Base Operation Manager(BOM) at Libreville-Gabon at their own cost.

**6.3 PERSONNEL:**

The Consulting Firm/Contractor shall be responsible for and required to provide the services mentioned here under through deployment of a team of qualified Engineers/Managers/Supervisors for the services mentioned in para 6.1.1 (For Phase-I) & 6.1.2 (For Phase-II) above. The educational qualification & experience criteria are mentioned in Table-5 below:

**Table-5:**

Well Site Supervision & Monitoring and Closeout			
Name of Position	Station/Duty	Qualification	Experience
Base Operation Manager	At Base Office of OIL- 8.00 hrs/day (But 24 hrs x7 days on call basis)	Graduate Engineer in Petroleum/Mechanical/Mining/ Electrical/Chemical OR, Master of Science in Geology/Geophysics	Shall be E&P Company trained and should have experience of at least 15 years in Drilling Operation.

Drilling Supervisor	At well site- 12 hrs day shift (But 24 hrs x 7 days on call basis)	Graduate or Diploma in Science or Engineering.	1. Shall have minimum experience of 10 years as Drilling Supervisor. 2. Shall have valid IWCF certificate (Supervisor level). 3. Shall have detailed knowledge on HSE standards.
Drilling Engineer	At well site – 12 hrs night shift.	Graduate or Diploma in Science or Engineering	1. Shall have minimum experience of 5 years as Driller. 2. Shall have valid IWCF certificate (Level-II). 3. Shall have detailed knowledge on HSE standards.
Production Engineer/ Well Completion Engineer	Call out basis on well site	Graduate or Diploma in Science or Engineering (Preferably Petroleum Engineering)	1. Shall have minimum experience of 7 years in operation/ completion and well testing assignments (operations - interpretation) in onshore areas. 2. Shall have detailed knowledge & training on HSE standards.

### 6.3.1 RESPONSIBILITIES OF BASE OPERATION MANAGER

The Base Operation Manager (BOM) will be at Company's base office at Libreville, Gabon 25 days prior to spud date of the first well. The Base Operation Manager shall be responsible for successful project management in timely manner as per drilling / testing program. The responsibilities of the Base Operation Manager shall include but not limited to the following:

- (i) Responsible for overall Drilling, Completion & Testing Operations of the wells.
- (ii) Responsible for day to day liaison with OIL.
- (iii) Responsible for execution of all drilling activities at site as per drilling programme.
- (iv) Responsible for implementation of HSE policies and statutory regulations.
- (v) Responsible for solving drilling, completion and testing operational problems. Shall be available at site during critical operations, as and when required, as per the advice of OIL.
- (vi) Responsible for co-ordination with all service providers at site and with OIL.
- (vii) To co-ordinate with Company Representative for selection of casing landing points and matters related to well engineering.
- (viii) Responsible for timely mobilization, demobilization of services as per well requirements. Also responsible for Inter Location Movement and crew change for all third party service providers.
- (ix) Responsible to generate daily reports and to submit to OIL regularly on 24 x 7 basis with forward plan.
- (x) Responsible for preparation and submission to OIL all closeout documentation.
- (xi) Shall hold discussion with OIL's base in-charge every day in the morning on well related matters.

- (xii) Responsible for the crew movement.
- (xiii) Responsible to verify documents of all service providers pertaining to custom clearance for import – export of equipments, tools, machineries etc. imported for successful execution of drilling & testing operations and re-exported after completion of both the wells.

### **6.3.2 RESPONSIBILITIES OF DRILLING SUPERVISOR:**

The Well site Drilling Supervisor (DS) will be at well site 25 days prior to spud date of the first well. The DS shall be responsible for successful execution of drilling operations by monitoring, supervising and completion of all operational activities at drill site in timely manner as per drilling & testing program. The responsibilities of the DS shall include but not limited to the following:

- (i) The DS will give written instructions and the sequence of operations to the Rig Contractor's Rig Manager/Tool Pusher and to all relevant service providers present on the rig in consultation with company's representative, and will supervise if the instruction are being followed as per the advice. The well site DS is responsible to authorize all operational plans at the well site.
- (ii) DS is responsible to held daily operational morning meeting at well site with participation of responsible key personnel of all service providers.
- (iii) Provide continuous 24 hours supervision for all the operations at the well site to ensure quality, HSE and timely completion of all well operations.
- (iv) Supervise and ensure that all well operations are carried as per the drilling programme and inform OIL representative if any deviation is observed.
- (v) Responsible for placement of rig equipment and rig up.
- (vi) Responsible for supervising & implementation of all safety standards at well site.
- (vii) Responsible to ensure availability of all well Equipment (e.g. casing handling equipment, drilling jars, etc), Well Materials (e.g. casings, liner hangers, wellheads, packers etc), and Well Consumables (e.g. bits, mud additives, cement additives etc), but not limited to the above, so that the well operations does not suffer.
- (viii) To suggest company representative on issues related to day to day well operations based on the approved drilling program and amendments as required.
- (ix) Responsible for implementation of Emergency Response Plan as per bridging documents.
- (x) Ensure all shallow tests on Motors, MWDs & LWDs are carried prior to running in hole and after pull-out-of-hole.
- (xi) Ensure that correct Directional BHAs are run in as per well programme.
- (xii) Implement well survey programs as per plan.
- (xiii) Responsible to implement as required all pressure tests (e.g. BOP, Casings / tubing, High Pressure lines, Wellheads, X-mas Trees) as per the drilling program.
- (xiv) Responsible to supervise and advice OIL on implementation of all required drills (H2S, BOP, Fire etc.) at the well-site.

- (xv) Responsible to verify drilling fluids are mixed as per the mud program and required solids control equipment are operated at each phase of the well.
- (xvi) Responsible to ensure required minimum stock of mud chemicals and cement is always maintained at the rig-site.
- (xvii) Responsible to ensure flow checks, FITs, LOTs are conducted as required by the drilling program.
- (xviii) Supervise all casing, liner and tubing running operations and ensure they are executed as per the drilling program.
- (xix) Perform independently all cementing calculations and cross-check with cementing service provider to avoid discrepancies and supervises all cementing operations.
- (xx) Preparation of detailed Daily Operations Report in a format approved by OIL.
- (xxi) Supervise all well logging and slick line operations.
- (xxii) Supervise all well completion running and flow testing operation.
- (xxiii) Supervise and ensure safe and efficient rig move.
- (xxiv) DS shall prepare time sheet of all service providers engaged at well site and accordingly daily well cost as per schedule rate of respective Contracts based on actual consumption of materials/items.

### **6.3.3 RESPONSIBILITIES OF WELL SITE DRILLING ENGINEER**

Contractor shall deploy one qualified Drilling Engineer (DE) at well site on 12 hours night shift roster to relief & assist Drilling Supervisor (DS) in monitoring and supervising drilling activities. The responsibilities of DE shall include but not limited to:

- (i) To provide continuous supervision of drilling operations DE shall work as a reliever of DS for night drilling supervision at well site. DE to ensure quality, HSE and timely completion of all well operations during night shift.
- (ii) Supervise and ensure that all well operations are carried as per the drilling program and inform OIL representative if any deviation is observed.
- (iii) Responsible for supervising implementation of all safety standards at well site.
- (iv) Responsible to ensure availability of all well Equipment (e.g. casing handling equipment, drilling jars, etc), Well Materials (e.g. casings, liner hangers, wellheads, packers etc), and Well Consumables (e.g. bits, mud additives, cement additives etc), but not limited to the above, so that the well operations does not suffer.
- (v) Responsible to verify drilling fluids are mixed as per the mud program and required solid control equipments are operated at each phase of the well.
- (vi) Responsible to ensure flow checks, FITs, LOTs are conducted as required by the drilling program.
- (vii) Supervise all casing, liner and tubing running operations and ensure they are executed as per the drilling program.
- (viii) Supervise all well logging (wire line) and slick line operations.
- (ix) Supervise all well completion running and flow testing operation.
- (x) To cross check whether operational time breaks up in the IADC report of Rig Service Provider is filled up as per actual operational sequence

and take corrective measure if required.

- (xi) To cross check relevant & statutory records/documents of all service providers are maintained up dated or not.

#### **6.3.4 RESPONSIBILITIES OF PRODUCTION/COMPLETION ENGINEER**

The Completion & Testing Engineer shall be available at well site as per Company's advice and shall be available on 24 hrs basis during well completion & testing operation phase. Completion Engineer's responsibilities must include but not limited to following:

- (i) Ensure Well Completions & Testing operations are conducted as per approved well test program for each well/zone.
- (ii) Provide continuous 24 hours supervision for all the operations at the well site during well completion & testing stages to ensure quality, safety and timely completion of well testing operations.
- (iii) Responsible for checking on site / at Service Company warehouse, all Well Completion Equipment, Perforating Systems, Surface Testing Equipment, DST tools and Materials before use / Run in Hole.
- (iv) Ensure all tests on completion equipment and testing tools are carried out as per testing program prior to running in hole and properly checked upon pull-out-of-hole.
- (v) Responsible to implement/witness all pressure tests for testing /completion equipment related to well completion & testing as per the testing program.
- (vi) Supervise Packer setting and other well completions running operations and ensure they are executed as per the testing program.
- (vii) Supervise well test flow / shut-in operations to ensure sequence and durations are followed as per testing program and real-time modification as approved.
- (viii) Coordinate with Operator's on-site Geologist and Production Engineer for all well completion & testing operations.
- (ix) Assist Drilling Supervisors during well killing and well control situations if any.
- (x) Ensure surface testing set-up (choke manifold / flow lines / separators etc) are properly / safely configured for high pressure flow and accurate measurement of rates / pressures / temperatures.
- (xi) Supervise and ensure safe operations during all times.

#### **6.3.5 COMMON RESPONSIBILITIES OF THE CONTRACTOR'S PERSONNEL RELATED TO QHSE**

- (i) Inspect, as often as may be necessary, the installations of the mine with a view of hazard identification which may cause bodily injury or impair health of any person or environment and advise on measures necessary to prevent dangerous situations.
- (ii) Enquire into the circumstances and causes of all accidents/incidents whether involving persons or not and advise on measures necessary to prevent recurrence of such accidents/incidents. Collect information, analyze and compile the causes of accidents/incidents and dangerous occurrences with a view to promote safe practices and improvement of working environment.

- (iii) Documentation, record keeping of all safety practices conducted as per international standard and applicable laws, act & regulations of Gabon as per standard Oilfield practice and these records should be made available for inspection at any point of time. Compliance of these shall be the sole responsibility of the QHSE Supervisor.
- (iv) Duties and responsibilities include safety during drilling site preparation, rig up, rig down & rig move, raising & lowering mast, rig floor operations like making & lowering of BHA, cementing jobs, tripping in / out of tubular, safety measures during lowering of casing, during hot & cold work, wireline logging operation etc.
- (v) To follow all guidelines of DGH-Gabon & DGEPN-Gabon of MoFE and submit return at specified intervals.
- (vi) Responsible for designing Safe Briefing Area and advising all personnel of the current safe briefing area.
- (vii) Responsible to ascertain the issuance of safety equipment (PPE) to all personnel arriving at rig and ascertain that all personnel use and maintain this equipment (PPE) properly.
- (viii) Responsible for designing location entrance and exit.
- (ix) Ensure use of Permit to Work system, pre job safety meeting, Report making and record keeping, routine work site inspection and audits.
- (x) Preparation of job specific SOP in local language, ERP (Emergency Response Plan), Risk Register, preparation of Job Safety analysis.
- (xi) Shall take precaution for pollution control and environmental management and should have knowledge on ISO, ISRS etc.

#### **6.3.6 COMMON RESPONSIBILITIES OF THE CONTRACTOR'S PERSONNEL RELATED TO MATERIALS/CONSUMABLES**

- (i) Responsible to ensure arrival of all necessary tools, equipments, consumables, materials and all service providers well before the requirement of the materials/services so as to avoid waiting for materials/services.
- (ii) To keep records of inventory at well site and make necessary arrangement to ascertain availability of all essential items in time at site.
- (iii) To keep record of material movement & consumption. To supervise & monitor actual consumption of chemicals/additives/any other consumables by all service providers.
- (iv) To give daily report to Company's office on inventory status.
- (v) To maintain list of all left over materials & consumables at the end of completion of wells.
- (vi) To check & verify the documents of any materials imported by service providers against this two wells and to make list of re-exportable items if any.
- (vii) To ensure servicing of all equipments(Well Head, X-mass tree, Packers, Handling tools etc) & consumables(Casing, Casing shoes & Float collar etc) to be carried out by the service providers and to ascertain functioning of the equipments in consultation with the service providers.
- (viii) Shall be responsible for liaising & clearance with Customs of Gabon for importing of any materials, equipment, consumables etc including re-exporting, if any.

- (ix) Responsible for physical verification of documents of all other service providers pertaining to custom clearance for import – export of equipments, tools, machineries etc. imported for successful execution of drilling & testing operations and re-exported after completion of both the wells.

#### **6.4 MOBILIZATION & DE-MOBILIZATION OF PERSONNEL**

Contractor is required to provide Operator with qualified, experienced and competent Base Operation Manager, Well Site Drilling Supervisor, Well Site Drilling Engineer, Well Completion & Testing Engineer. The Base Operation Manager shall be available at Project Base Office, Libreville, Gabon as and when required. The team of these personnel has to maintain 24 hrs of supervision and monitoring of operations at drill site. The Completion & Testing Engineer shall be available on 24 hrs basis during well completion & testing operation phase.

The personnel should be made available at reporting place as per following schedule:

**Table: 6**

<b>Designation</b>	<b>Reporting Place</b>	<b>Reporting time schedule</b>
Base Operation Manager	OIL's Base Office at Libreville	25 days prior to spud in of 1 <sup>st</sup> well or as per reporting notice by OIL.
Drilling Supervisor	Drilling Site	25 days prior to spud in of 1 <sup>st</sup> well or as per reporting notice by OIL.
Drilling Engineer	Drilling Site	7 days prior to spud in of 1 <sup>st</sup> well or as per reporting notice by OIL.
Completion & Testing Engineer	Drilling Site	7 days prior to lowering production casing of both the wells or as per reporting notice by OIL.

**6.4.1** Date of mobilization of the personnel will be communicated separately near or before rig mobilization time and to be deployed throughout the period until the rig is released after completion of the second well till complete de-mobilization of the rig or if the contract is terminated.

**6.4.2** Base Operation Managers/Well Site Drilling Supervisors/Completion & Well Test Engineers should be fluent in English and knowledge of French is an added advantage as the French is the national language of Gabon. The CVs of Operations Manager, Well Site Supervisors, Drilling Engineer, and Petroleum/Production Engineer must be provided along-with the bid clearly stating all their HSE and industry training, years of experience etc.

**6.4.3** During the period of contract, the bidder should not change the experts engaged for the project for any reason excepting those which are beyond the reasonable control of the bidder. If the deputed expert is not available then the expert will be replaced by another expert with similar experience/ skill set after approval of COMPANY without any loss of time and cost.



**6.4.4** Contractor shall de-mobilize their personnel as and when Company issue written notice to do so and no further charges will be payable thereafter.

**Note: Contractor shall obtain necessary clearance certificate including Re-export clearance from statutory authorities of Gabon including DGH-Gabon, DGEPN of MoFE, Customs etc, if required.**

## **7.0 TIME SCHEDULE OF THE PROJECT:**

The tentative time line for various activities of the project is as per shown below table which is tentative only and actual date may deviate depending on the progress and status of procedural, administrative and other mandatory jobs:

<b>Sl. No.</b>	<b>Activities</b>	<b>Tentative Start Date</b>	<b>End Date</b>	<b>Duration (Days)</b>
1	Rig Mobilization	12.12.2019	27.03.2020	105
2	Drilling & Completion 1 <sup>st</sup> Well	28.03.2020	14.06.2020	78
3	ILM	15.06.2020	24.06.2019	10
4	Drilling & Completion 2 <sup>nd</sup> Well	25.06.2020	25.08.2020	61
5	De-mobilization	26.08.2020	25.10.2020	60
6	Well Completion Report 1 <sup>st</sup> Well	14.06.2020	04.07.2020	20
7	Well Completion Report 2 <sup>nd</sup> Well	25.08.2020	14.09.2019	20

**.END OF SECTION-II**

## PART-3 SECTION-III

### SCHEDULE OF RATES & QUANTITY

Brief Description: **“Hiring Consultancy service for well drilling project management, supervision, monitoring & close out for drilling & testing of 2(two) exploratory wells in SHAKTHI BLOCK-II of Gabon with complete manpower and infrastructure”** with an option for extension of the contract to another drilling location at the sole option of the Company (OIL) at the same terms and conditions and mutually agreed rates but not higher than the original rate(s) of the contract.

The bidders must quote the rates in the priced bid strictly as per the format outlined in PROFORMA-B considering the following. The quantity / parameter / volume of job shown against each item in the PROFORMA-B is tentative and valid for Bid Evaluation purpose only. Payment to the successful Bidder/Contractor shall be made on the basis of actual work done. 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:

Sl. No.	Description of Key Personnel	No. of Manpower	Quantity (Man-days)	Quoted Rate (Currency)	Total Amount (Currency)
		(a)	(b)	(c)	(d)=(b) x (c)
1	Operating charges for Base Operation Manager (BOM) at Operator's Base.	1	234		D1
2	Operating charges for Drilling Supervisor (DS) at well site.	1	234		D2
3	Operating charges for Drilling Engineer (DE) as Night Drilling Supervisor at well site.	1	216		D3
4	Production Engineer (PE) / Well Completion Engineer	1	100		D4
<b>Total Evaluated Contract Cost = Sum(D1 to D4)</b>					<b>E=D1+...+D4</b>

Total Evaluated Contract Cost inclusive of all cost, taxes & duties excluding CSS & TVA, **E = D1+D2+D3+D4**

Notes:

1. The above Price schedule shall be read in conjunction with General Conditions of Contract, Scope of Work/Term of Reference, and Instructions to Bidders of this Bid document.
2. The above quoted rate should include all applicable taxes, associated cost, risk & expense, insurance, overhead, profit and/or fee etc including withholding tax, if applicable and any other cost that may be incurred by the Consultants/Contractor related to the satisfactory performance and completion

of the Work but excluding CSS & TVA which will be extra to the company. 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.

3. The Air-travel trip cost for all personnel should be inclusive in the offer rates.
4. The service provider shall arrange the office & its items/consumables, accommodation, transportation, food, etc of Base Operation Manager (BOM) at Libreville-Gabon at their own cost which shall be included in the offer rates.
5. The service provider shall also arrange accommodation, local transportation, food etc for all field personnel like Drilling Supervisor (DS), Drilling Engineer (DE) and Production Engineer (PE)/Well Completion Engineer during their stay at Libreville on transit during their schedule ON & OFF after every 28-days to & fro journey.
6. The Drilling Rig Service Contractor shall provide basic office infrastructure, food & accommodation at drilling site during drilling operation for Drilling Supervisor (DS), Drilling Engineer (DE) and Production Engineer (PE)/Well Completion Engineer.
7. Working cycle for the personnel deployed during supervision should be minimum 28 days ON 28 days OFF (Including travel time).
8. The tentative project completion period is 138 days for completion of two wells and de-mobilization of rig service is 60 days from the date of de-mob notice.
9. The Contractor shall raise monthly invoices for release of the payment against above.
10. The estimated quantity indicated against each item is for bid evaluation purpose only. The payments against the same will be made against actual quantity.
11. For evaluation of bids, the exchange rates declared by ONADA Exchange Rate in Gabon, one day prior to the bid opening will be taken into account for conversion of foreign currency into franc CFA or INR or US\$ currency.
12. If bidders happen to be two or more in the same position after evaluation of price bids, awarding of contract for lowest (L1) position will be decided on draw of lots among the bidders within the same position.

### **END OF SECTION-III**

## **SECTION-IV**

**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-IV**

## **ANNEXURE-I**

### **RESPONSIBILITY MATRIX:**

The table below details the personnel, equipment, tools, materials supplies, instruments, services and labour, including but not limited to those listed at the following terms shall be provided either by Company or Contractor at work site. Cost of items denoted as being “Supplied by Contractor” and “At the Expense of Contractor” shall be fully included in the rates specified in Schedule of Rates/Proforma-B as designated hereunder by ‘Y’ mark in the appropriate column.

Item	Description	SUPPLIED BY		AT EXPENSE OF	
		*Company (OIL)	Contractor	*Company (OIL)	Contractor
1	Personnel as per SOW/Technical Specifications		Y		Y
2	Personnel not included in SOW Clause but necessary for Company’s normal operations		Y		Y
3	Personnel not included in SOW Clause but requested by Company in writing		Y	Y	
4	Personnel Protective Equipment(PPE) of Contractor's Personnel		Y		Y
5	Travelling & all en-route of Contractor’s personnel from their point of origin to their respective place of reporting.		Y		Y
6	Boarding & Lodging for field personnel (DS, DE & PE) at well site camp.	Y		Y	
7	Conveyance for field personnel at well site.	Y		Y	
8	Boarding & Lodging of Contractor’s personnel at their Base Office in Libreville.		Y		Y
9	Conveyance for Contractor’s personnel other than well site.		Y		Y
10	Office space at drill site for Contractor’s personnel with basic office infrastructure.	Y		Y	
11	Internet facility at well site.	Y		Y	
12	Office stationeries for both at well site & Contractor’s Base Office – Laptop/desktop computer, printer, papers etc.		Y		Y
13	Office space for Contractor’s personnel at Base Office in Libreville.		Y		Y
14	Well site First Aid and General Medical facility.	Y		Y	

\*Company shall provide the facilities mainly through Rig Service Contractor.

**ANNEXURE-II**

**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.

**ANNEXURE-III****BIDDERS'S EXPERIENCE STATEMENT DURING LAST SEVEN YEARS UPTO  
THE ORIGINAL BID CLOSING DATE****Tender No: OIL/GABON/ENQ-PMC/51/2019**

Detail of Experience in providing Well Drilling Project Management, Supervision, Monitoring & Close Out Services during last 7 (seven) years preceding the original bid closing date.

Sl. No.	Contract No	Name & contact details of client	Place of operation	Capacity of Rig in HP	Well Depth with hole profile	No. of Wells drilled & completed		Commence ment date of contract	Completion date of contract
						Depth of Well	Nature of Well		
1									
2									
3									
4									

N.B: Please add rows as required.

\*\*\*\*\*

**ANNEXURE-III(A)****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	Capacity of Rig in HP	Well Depth with hole profile	No. of Wells drilled & completed		Commence ment date of contract	Completion date of contract
						Depth of Well	Nature of Well		
1									
2									
3									
4									

N.B: Please add rows as required.

\*\*\*\*\*



**ANNEXURE-IV**

**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

**ANNEXURE-V**

(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-PMC/51/2019**

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)*

**ANNEXURE-VI**

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

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

Ref. No \_\_\_\_\_

Date \_\_\_\_\_

**Sub: Undertaking of authenticity of information/documents submitted**

**Ref: Tender No. OIL/GABON/ENQ-PMC/51/2019**

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*)

**ANNEXURE-VII**

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

Ref. No \_\_\_\_\_

Date \_\_\_\_\_

**Sub: Undertaking for Mobilization of resources with manpower for** providing Well Drilling Project Management, Supervision, Monitoring & Close Out Services

**Ref: Tender No. OIL/GABON/ENQ-PMC/51/2019**

**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 our resources with the required manpower will be mobilized within **30(Thirty) days** from the date of issue of Mobilization Notice.

The resources and personnel to be mobilized 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*)

**ANNEXURE-VIII**

(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-PMC/51/2019**

**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)

**ANNEXURE-IX**

**Evaluation Sheet for BEC-BRC COMPLIANCE MATRIX**  
**For**  
**Tender No: OIL/GABON/ENQ-PMC/51/2019**

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

<b>BEC Clause No.</b>	<b>DESCRIPTION</b>	<i>Bidders Remarks <b>Complied/ Not Complied</b> against each Clause / Sub-Clause</i>	<i>BIDDER to indicate the <b>relevant Page No.</b> of their <b>Bid</b> (for supporting Document, etc), corresponding to each clause.</i>
	The bid shall conform generally to the scope of work and terms and conditions given in this bid document. Bids shall be rejected in case the services offered do not conform to required parameters stipulated in the scope of work. Notwithstanding the general conformity of the bids to the stipulated terms of reference, the following requirements will have to be particularly met by the Bidders without which the same will be considered as non-responsive and rejected.		
1.0	<b>TECHNICAL EXPERIENCE:</b>		
1.1	Service Provider/Bidder must be an oil and gas consultancy firm having experience of providing Project Management services along with Well Supervision & Monitoring during execution of drilling operation in		

	Exploratory Wells.		
1.2	Service Provider/Bidder must have completed Project Management Consultancy Service contract for at least two (02) wells involving well-site supervision & monitoring during execution phase to E&P operators in previous seven (7) years to be reckoned from the Tender publication date. Out of these two wells one well must be a depth of minimum 2600 m MD.		
1.3	Service Provider/Bidder must have experienced & competent personnel for well-site supervision as per Table-5 in clause No. 6.3 of Part-3, Section-II Technical Specification/Scope of Work.		
1.4	Service Provider/Bidder must have requisite QHSE policy in place which should meet established international oil & gas industry standards.		
1.5	In support of the experience, the Service Provider/Bidder must furnish details of the projects / wells including depths, pressures, project duration, name of clients, contact details etc. as per <b>ANNEXURE-III</b> .		
1.6	The Service Provider/Bidder must deploy an integrated team of Base Operations Manager, Well Site Drilling Supervisors, Drilling Engineer and Production Engineer/Well Completion Engineer during the execution phase having the experience as mentioned under "Experience Criteria for Personnel in Scope of Work" as per Table-5 in clause No. 6.3 of Part-3, Section-II Technical Specification/Scope of Work.		
1.7	Service Provider/Bidder to provide names and Curriculum Vitae (CV) of the team members along with the Technical Bid.		
1.8	<b>Mobilization:</b> Mobilization of all resources and manpower for execution of the services against contract to be completed within thirty (30) days from the date of issue of Mobilization Notice. An under undertaking to be submitted during submission of offers as per <b>Annexure-VII</b> .		
1.9	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>FINANCIAL EXPERIENCE:</b>		
2.1	The Vendor/Contractor/Service Provider shall have <b>Annual financial turnover</b> of minimum <b>US\$ 987559</b> (US \$ Nine Hundred Eighty Seven Thousand Five Hundred Fifty Nine) during any of the preceding 03 (three) financial/accounting years reckoned from the original Bid Closing date.		
2.2	<b>Net worth</b> of Vendor/Contractor/Service Provider must be positive for		

	preceding financial/accounting year.		
2.3	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 Tender publishing 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 vide <b>Annexure-V</b> certifying that 'the balance sheet/Financial Statements for the financial year ..... has actually not been audited so far'.		
2.3 (a)	<p><b>NOTE:</b></p> <p>For proof of Annual Turnover &amp; Net worth any one of the following documents must be submitted along with the Tender:</p> <p><b>(i)</b> 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-IV</b></p> <p><b>OR</b></p> <p><b>(ii)</b> Audited Balance Sheet along with Profit &amp; Loss account. In case of foreign Vendor/Contractor/Service Provider, self-attested/digitally signed printed published accounts are also acceptable.</p>		
2.4	In case the Audited Balance Sheet and Profit Loss Account submitted along with the Tender are in currencies other than US\$, the Vendors/Contractors/Service Providers 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 & Loss Account is signed. A CA Certificate may be submitted by the bidder regarding converted figures in equivalent US\$.		
3.0 (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 <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.		
3.0 (2)	<b>BID Validity:</b> Bids must be valid for minimum <b>120</b> (One Hundred and Twenty) <b>days</b> 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 <b>120</b> (One Hundred and Twenty) <b>days</b> . Bids with shorter validity (i.e. less than 120 days from the schedule closing date) will be rejected as being non-responsive.		
3.0 (2) Note	In case of extension of Bid Opening Date, bid validity should be extended suitably by the bidder, as and when advice by OIL.		
3.0 (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.		
3.0 (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.		
3.0 (5)	Bids submitted after the Bid Closing Date and Time will be rejected.		
3.0 (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>		
3.0 (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.		
3.0 (8)	Bids shall be typed or written in indelible ink and shall be signed by the bidder or his authorized representative.		
3.0	Any Bid containing false statement will be rejected.		

(9)			
3.0 (10)	<b>There should not be any indication of price/rates in the Technical Bid/Techno-commercial Bid. A bid will be straightway rejected if price/rate is given in the Technical /Techno-commercial Bid.</b>		
3.0 (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.		
3.0 (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.		
3.0 (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 Environment &amp; Labour Laws</li> </ul>		
4.0	<p><b>DOCUMENTS:</b></p> <p>Bidders must furnish documentary evidences in support of fulfilling all the above requirement with their un-priced techno-commercial bid as under:</p>		
4.0 (a)	Technical Experience of Vendor/Service Provider as per clause No. 1.1 to 1.9 of the BEC above: Rendering Well Drilling Project Management, Supervision & Monitoring Services – Statement to be furnished by service provider/vendor in a tabular form in <b>ANNEXURE-III</b> along with following		

	<p>documentary evidences:</p> <p>(i) Copies of contracts / Letter of Award containing contract period, number of wells, well depths, type of well etc.</p> <p><b>And</b></p> <p>(ii) Completion certificates/Payment certificates for the contracts issued by the clients against Sl. No. (i) above.</p>		
4.0 (b)	An undertaking that the Vendor/Service Provider has the key personnel meeting the requisite qualification & experience as indicated herein in Table-5 in clause No. 6.3 of Part-3, Section-II, Technical Specification/Scope of Work and can deploy them for job execution in the event of an Agreement vide <b>ANNEXURE-VIII</b> .		
4.0 (c)	<b>Curriculum Vitae (CV):</b> Curriculum Vitae (CV) of personnel to be deployed has to be submitted as per <b>ANNEXURE-II</b> for the experience as per details mentioned in Table-5 in clause No. 6.3 of Part-3, Section-II Technical Specification/Scope of Work of the tender.		
4.0 (d)	An undertaking that Vendor/Service Provider will mobilize its resources and personnel within 30(Thirty) Days from issue of Mobilization Notice as per <b>ANNEXURE-VII</b> .		
4.0 (e)	<b>Financial Turnover of Vendor:</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>ANNEXURE-IV</b> .		
4.0 Notes	<b>Notes:</b>		
4.0 Notes (i)	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.		
4.0 Notes (ii)	All Certificates and documentary evidences required to be submitted in support of clause No. 4.0 (a) to (e) 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.		
5.0	<b>GENERAL CRITERIA:</b>		
5.0 (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.		
5.0 (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.		
5.0 (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.		
5.0 (d)	<b>Submission of Forged Documents:</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>Annexure-VI</b> .		
5.0 (e)	Vendor/Contractor/Service Provider must agree to abide by the law of Gabon for all purposes.		
5.0 (f)	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.		
5.0 (g)	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.		
5.0 (h)	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.		
6.0	<b>EVALUATION CRITERIA:</b> <b>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:		
6.0 (a)	The bidders must quote their Prices in the manner as called for vide Price Bid Format in <b>Proforma-B</b> .		
6.0 (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.		
6.0 (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.		
6.0 (d)	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.		
6.0 (e)	<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> as under:.</p> <p><b>TOTAL EVALUATED CONTRACT COST INCLUSIVE OF ALL TAXES &amp; COST EXCEPT CSS &amp; TVA, E = D1+D2+D3+D4</b></p> <p>Where,</p> <p>(a) <b>E</b> = Total Evaluated Contract Cost inclusive of all taxes &amp; cost except CSS &amp; TVA for Well Monitoring and Closeout (Phase-I &amp; II)</p> <p>(b) <b>D1</b> = Total Operating charges for Base Operation Manager (BOM) at Operator's Base</p> <p>(c) <b>D2</b> = Total Operating charges for Drilling Supervisor (DS) at well site.</p> <p>(d) <b>D3</b> = Total Operating charges for Drilling Engineer (DE) as Night Drilling Supervisor at well site.</p> <p><b>D4</b> = Total Charges of Production Engineer (PE) / Well Completion Engineer.</p>		
6.0 (f)	<p><b>PREFERENCE FOR LOCAL COMPANIES:</b> Local Gabonese companies are those companies legally constituted and duly established in Gabon, have their headquarters in Gabonese territory and 51% of the capital is owned by Gabonese nationals. Preference will be given to a Local Gabonese company/entity, if the company is found to be techno-commercially acceptable to the tender terms &amp; conditions. The preference criteria applicable is shown below:</p>		
6.0 (f) (a)	<p>In case of participating by local Gabonese company with quoted price is within price band of L1+10%, such entity shall be considered for award of contract by bringing down their price to L1 price in a situation where L1 price is from someone other than a local Gabonese company. Here, L1 is lowest evaluated bid as per the bid evaluation criteria.</p>		
6.0 (f) (b)	<p>In case of more than one such local company qualifying for 10% preference, the contract shall be awarded to lowest eligible local company</p>		

	amongst the local companies qualifying for 10% preference.		
6.0 (f) (c)	<b>DOCUMENTATION REQUIRED TO BE SUBMITTED BY Local Gabonese company:</b>		
6.0 (f) (c) (i)	Copy of valid Municipality trade license (Fiche Circuit: Society), Attestation CNSS (CNSS certificate), Attestation D'imposition(Taxation certificate),Attestation de Non Faillite(Certificate of non bankruptcy), Banque attestant de la capacite financiere(bank certifying the financial capacity) of the company, if bidder is a Local Gabonese company.		
6.0 (f) (c) (ii)	Copy of valid legally constituted certificate having company Head-quarter in Gabon with 51% or more share by Gabonese national(s) in the company.		

#####

**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											

**\*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-PMC/51/2019**

*Gentlemen,*

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

We undertake, if our Bid is accepted, to commence the work within (\_\_\_\_\_) days calculated from the date of issue of Letter of Award (LOA).

If our Bid is accepted, we will obtain the Performance Security / Security Deposit/guarantee of a bank as specified in Section-I of tender document for the due performance of the Contract.

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

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

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

Place: [Signature of Authorized Signatory of Bidder]

Date: Name:

Designation:

Seal:

Duly authorized to sign Bid for and on behalf of

.....

[Signature of Witness]

Name of Witness:

Address:

**PROFORMA – D**

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

**IFB/Tender No: OIL/GABON/ENQ-PMC/51/2019**

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:

<b>Section No.</b>	<b>Clause No. (Page No.)</b>	<b>Non-Compliance</b>	<b>Remarks</b>

**\* 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.

**PROFORMA-E**

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**

**Ref: Tender No. OIL/GABON/ENQ-PMC/51/2019**

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

**IFB/Tender No: OIL/GABON/ENQ-PMC/51/2019**

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-PMC/51/2019** 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.

**PROFORMA-G**

**AUTHORISATION FOR ATTENDING BID OPENING**

To,

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

**Sir,**

**IFB/Tender No: OIL/GABON/ENQ-PMC/51/2019**

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: \_\_\_\_\_

## **PROFORMA-I**

### **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-PMC/51/2019**. 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 Schedule of Rates.                   |
| (d) Section-IV  | 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.

**PROFORMA-J**

To,

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

**SUB: SAFETY MEASURES**

**DESCRIPTION OF WORK/SERVICE:** "Hiring Consultancy service for well drilling project management, supervision, monitoring & close out for drilling & testing of 2(two) exploratory wells in SHAKTHI BLOCK-II of Gabon with complete manpower and infrastructure" with an option for extension of the contract to another drilling location at the sole option of the Company (OIL) at the same terms and conditions and mutually agreed rates but not higher than the original rate(s) of the contract.

**IFB/Tender No: OIL/GABON/ENQ-PMC/51/2019**

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)*

**APPENDIX-I****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>Pg. No of Document</b>	<b>Complied Yes/No</b>
1	<b>Bid document complete in all respects with pages in sequential order.</b>			
2	<b>Confirm that the following details have been submitted in the Technical-Un-priced part of the bid.</b>			
(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 Audited Balance Sheet with Profit & Loss account or Certificate (as per Annexure IV) issued on letter head of the Chartered accountant firm is enclosed with the Technical Bid.			
(vii)	Confirm that all copies of documents (Contracts documents & payments certificates) 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.			
3	<b>Confirm that the Price bid (Proforma-B) has been duly filled in for each item and complete in all respects to be submitted in a SEPARATE ENVELOPE.</b>			

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

**Proforma-B**

(To be submit in a separate sealed envelope)



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

**PRICE BID FORMAT (SCHEDULE OF RATES)**

**FOR**

**“Hiring Consultancy service for well drilling project management, supervision, monitoring & close out for drilling & testing of 2(two) exploratory wells in SHAKTHI BLOCK-II of Gabon with complete manpower and infrastructure”** with an option for extension of the contract to another drilling location at the sole option of the Company (OIL) at the same terms and conditions and mutually agreed rates but not higher than the original rate(s) of the contract:

**Tender No: OIL/GABON/ENQ-PMC/51/2019**

**Currency Quoted in:** .....

Sl. No.	Description of Key Personnel	No. of Manpower	Quantity (Man-days)	Quoted Rate (Currency)	Total Amount (Currency)
		(a)	(b)	(c)	(d)=(b) x (c)
1	Operating charges for Base Operation Manager (BOM) at Operator's Base.	1	234		D1
2	Operating charges for Drilling Supervisor (DS) at well site.	1	234		D2
3	Operating charges for Drilling Engineer (DE) as Night Drilling Supervisor at well site.	1	216		D3
4	Production Engineer (PE) / Well Completion Engineer	1	100		D4
<b>Total Evaluated Contract Cost = Sum(D1 to D4)</b>					<b>E=D1+...+D4</b>

Total Evaluated Contract Cost inclusive of all cost, taxes & duties but excluding CSS & TVA, **E = D1+D2+D3+D4**

Where:

- (a) **E** = Total Evaluated Contract Cost inclusive of all cost, taxes & duties except CSS & TVA for Well Supervision, Monitoring and Closeout (Phase-I & II)
- (b) **D1** = Total Operating charges for Base Operation Manager (BOM) at Operator's Base
- (c) **D2** = Total Operating charges for Drilling Supervisor (DS) at well site.
- (d) **D3** = Total Operating charges for Drilling Engineer (DE) as Night Drilling Supervisor at well site.
- (e) **D4** = Total Charges of Production Engineer (PE) / Well Completion Engineer at well site.

**Notes:**

1. The above Price schedule shall be read in conjunction with General Conditions of Contract, Scope of Work/Term of Reference, and Instructions to Bidders of this Bid document.
2. The above quoted rate should include all applicable taxes, associated cost, risk & expense, insurance, overhead, profit and/or fee etc including withholding tax, if applicable and any other cost that may be incurred by the Consultants/Contractor related to the satisfactory performance and completion of the Work but excluding CSS & TVA which will be extra to the company. 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.
3. The Air-travel trip cost for all personnel should be inclusive in the offer rates.
4. The service provider shall arrange the office & its items/consumables, accommodation, transportation, food, etc of Base Operation Manager (BOM) at Libreville-Gabon at their own cost which shall be included in the offer rates.
5. The service provider shall also arrange accommodation, local transportation, food etc for all field personnel like Drilling Supervisor (DS), Drilling Engineer (DE) and Production Engineer (PE)/Well Completion Engineer during their stay at Libreville on transit during their schedule ON & OFF after every 28-days to & fro journey.
6. The Drilling Rig service Contractor shall provide basic office infrastructure, food & accommodation at drilling site during drilling operation for Drilling Supervisor (DS), Drilling Engineer (DE) and Production Engineer (PE)/Well Completion Engineer.
7. Working cycle for the personnel deployed during supervision should be minimum 28 days ON 28 days OFF (Including travel time).
8. The tentative project completion period is 138 days for completion of two wells and de-mobilization of rig service is 60 days from the date of de-mob notice.
9. The Contractor shall raise monthly invoices for release of the payment against above.
10. The estimated quantity indicated against each item is for bid evaluation purpose only. The payments against the same will be made against actual quantity.
11. For evaluation of bids, the exchange rates declared by ONADA Exchange Rate in Gabon, one day prior to the bid opening will be taken into account for conversion of foreign currency into franc CFA or INR or US\$ currency.
12. If bidders happen to be two or more in the same position after evaluation of price bids, awarding of contract for lowest (L1) position will be decided on draw of lots among the bidders within the same position.

\*\*\*\*\*