



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,**

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TENDER NO:

**OIL/GABON/ENQ-WORIG SERVICE/584/2022 DATED  
15.10.2022 TENDER DOCUMENT**

FOR

CHARTER HIRE OF LAND WORK OVER RIG PACKAGE OF MINIMUM 400 HP AND MAXIMUM 750 HP CAPACITY WITH REQUISITE MANPOWER, SUPPLY OF REQUIISTE CONSUMABLES/MATERIALS AND RELATED SERVICES" FOR EXTENDED WELL TESTING AT LOCATION LASSA 1 & LASSA 2 WITH AN OPTION FOR EXTENSION OF THE CONTRACT TO ANOTHER TWO WELLS AT THE SOLE OPTION OF THE COMPANY (OIL)

|                            |   |                              |                   |
|----------------------------|---|------------------------------|-------------------|
| Tender Closing Date & Time | : | <b>28.11.2022</b>            | at 14:00 Hrs(GST) |
| Tender Opening Date & Time | : | <b>28.11.2022</b>            | at 14:30 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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(भारत सरकार का उद्यम)  
**Oil India Limited**  
(A Government of India Enterprise)

## GABON PROJECT

La Sablière, Immeuble FIDJI (Près de l'ancienne Cour Constitutionnelle)

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### FORWARDING LETTER

**Subject:** CHARTER HIRE OF LAND WORK OVER RIG PACKAGE OF MINIMUM 400 HP AND MAXIMUM 750 HP CAPACITY WITH REQUISITE MANPOWER, SUPPLY OF REQUISTE CONSUMABLES/MATERIALS AND RELATED SERVICES” FOR EXTENDED WELL TESTING AT LOCATION LASSA 1 & LASSA 2 WITH AN OPTION FOR EXTENSION OF THE CONTRACT TO ANOTHER TWO WELLS AT THE SOLE OPTION OF THE COMPANY (OIL)

**TENDER NO: OIL/GABON/ENQ-WO RIG SERVICE/584/2022 DATED 15.10.2022**

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 “Schedule A” 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 order to carry out extended well testing in two discovered wells in Lassa-1 and Lassa 2 at Shakthi Block- II Gabon, OIL now invites National Competitive Bids (NCB) from the competent & **experienced parties/contractors registered in Gabon ( Gabon Local Company)** who are having Rig of requisite capacity readily available and can mobilise the well Site of Gabon within 120 days from date of Mobilisation notice for **“Charter Hire of a 400 HP (minimum) and 750 HP maximum capacity**

**land Workover Rig Package with requisite manpower, supply of all requisite consumables/materials and related services required to carry out extended well testing in two (2) discovered vertical wells at locations Lass1 & Lassa2** with an option for extension of the contract to another two locations **LE & C** 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 in Shakthi Block-II(G4-245) including supply of all men, materials & equipment in complete. The distance between the two locations( Lassa 1 & Lassa 2) is approximately 2 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. Lassa1 & Lassa 2 ) are approximately 175 km away by road from Libreville, Gabon and are approximately 80 km by road from Lambarene towards Libreville.

4.0 One complete set of bid document for hiring of above services is being forwarded herewith. Bidders 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:

| <b>Sl. No.</b> | <b>Description</b>                |   |   |
|----------------|-----------------------------------|---|---|
| (i)            | Tender No & Date                  | : | <b>OIL/GABON/ENQ-WORIGSERVICE/584/2022</b><br>Dated 15.10.2022  |
| (ii)           | Type of Bid                       | : | Single Stage Two Bid System   |
| (iii)          | Bid Closing Date & Time           | : | <b>28.11.2022 at 14:00 Hrs</b> (Gabon Standard Time)  |
| (iv)           | Technical Bid Opening Date & Time | : | <b>28.11.2022 at 14:30 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<br>Oil India Limited, Gabon Project, La Sablière,<br>Immeuble FIDJI, (Près de l'ancienne Cour<br>Constitutionnelle) BP :23134 Libreville, Gabon<br>Tel : +(241) - 074525252  |
| (vii)          | Bid Opening Place                 | : | Office of GM-Gabon Project<br>Oil India Limited, Gabon Project, La Sablière,<br>Immeuble FIDJI, (Près de l'ancienne Cour<br>Constitutionnelle), BP :23134 Libreville, Gabon<br>Tel : +(241) - 074525252 |
| (viii)         | Tender Fee                        | : | Not Applicable  |
| (ix)           | Bid Security/Earnest              | : | Not Applicable  |

|        |                                  |   |   |
|--------|----------------------------------|---|---|
|        | Money Deposit (EMD)              |   |   |
| (x)    | Bid Validity                     | : | 60 (Sixty) Days from Bid Opening Date   |
| (xi)   | Amount of Performance Security   | : | 3 % of Total contract value to be valid beyond 3 months of contract duration.   |
| (xii)  | Validity of Performance Security | : | Up to 3 (three) months beyond the completion of contract period   |
| (xiii) | Duration of Contract             | : | <b>Tentatively 04 (Four) months</b> from the date of commencement i.e. from date of completion of mobilization. However, OIL reserves the right to extend the duration of contract suitably to drill another well at same terms & conditions at a negotiated rate not higher than the original contract rate. |
| (xiv)  | Mobilization Time                | : | To be completed within <b>120 (One Hundred Twenty) days</b>   |

|         |   |   |   |
|---------|---|---|---|
|         |   |   | from the date of issue of LOA/Mobilization Notice whichever is later.   |
| (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<br>Oil India Limited, Gabon Project, La Sablière, Immeuble FIDJI, (Près de l'ancienne Cour Constitutionnelle), BP : 23134 Libreville, Gabon, Tel : Tel : +(241) - 074525252                     |
| (xvii)  | Pre-Bid Conference  | : | <b>15.11.2022. ( Through VC)</b>  |
| (xviii) | Last Date of submission of pre-bid queries                    | : | <b>13.11.2022</b>   |
| (xix)   | Bid Language  | : | The Bid documents along with other enclosures should be submitted in English language. However, all bidders are requested to submit a French translated version of bid documents as French is the official language of Gabon. |

- 5.0 Not is use.
- 6.0 Not is use.
- 7.0 OIL may at its discretion if considered necessary, may extend the deadline for the submission of bids.
- 8.0 **Language of Bid:** Language of Offer/bidding documents should be in **English**. However, bidders are requested to submit a translated version of Bid documents to **French** Language for our submission to DGH-Gabon. -
- 9.0 **Bidders may visit the area of operation prior to bidding to make themselves fully aware of and understand the topography, existing site conditions, approaches available, job involvement and logistics including environmental issues etc.**
- 10.0 All local taxes, levies and duties, Sales Tax, VAT, Octroi, etc. including withholding tax, if applicable and all other taxes applicable in Gabon on purchases and sales made by Contractor shall be borne by the Contractor including the cost of insurance policy for men, machine and equipment to be engaged during the contract period except the CSS and TVA, which will be borne by company, if applicable. However, OIL is exempted from paying TVA during exploration phase and will provide TVA exemption certificate against each invoice. Bidders are requested to keep themselves updated as per laws of Gabon.
- 11.0 **Furnishing Fraudulent Information/Documents:** If it is found that a Bidder has furnished fraudulent document/information, the Bid Security/Performance Security (wherever applicable) shall be forfeited and the party will be debarred for a period of 3(three) years from date of detection  
of such fraudulent act, besides the legal action. In case of major and serious fraud, period of debarment may be enhanced.
- 12.0 **Not in use.**
- 13.0 **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.**

14.0 Not in use.

15.0 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.

16.0 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.

17.0 Bids submitted after the Bid Closing Date and Time will be rejected straightway.

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

**19.0 This is a Local Indigenous Tender of Gabon and only Gabonese Entity can participate.**



*(Rupak Kalita)*

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



**PART-1**  
**INSTRUCTION TO BIDDERS (ITB)**

**1.0 ELIGIBILITY OF BIDDER:**

1.1 Bidder shall bear all costs associated with the preparation and submission of bid. Oil India Limited, hereinafter referred to as Company, will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

1.2 The eligibility criteria of the bidder are listed under **BID EVALUATION CRITERIA (BEC), PART-2** of the Bid document.

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

- (1) A forwarding letter highlighting the following points:
  - (a) Company's Tender/IFB No. & Type
  - (b) Bid closing/opening date and Time
  - (c) Bid submission/opening place
  - (d) The amount of performance security/guarantee with validity
  - (e) Bid validity, Mobilization Time & Duration of contract
  - (f) Quantum of Liquidated Damage for default in timely mobilization
- (2) Instruction to Bidders, (Part-1)
- (3) Bid Evaluation Criteria (BEC), (Part-2)-
- (4) General Conditions of Contract, (Part-3, Section-I)
- (5) SOW/Terms of Reference/Technical specification, (Part-3, Section-II)-
- (6) Special Terms & Conditions of the contract, (Part-3, Section-III)
- (7) Schedule of Rates, (Part-3, Section-IV)
- (8) General HSE points (Section-V)
- (9) Rig Inspection Certificate format (Appendix-I& II) ( Page no. 110-112)
- (10) Bio data of key personnel (Annexure-III) ( page no. 113)
- (11) Undertaking for key personnel with experience(Annexure-IV)( page no. 114)
- (12) Responsibility Matrix (Annexure-V)( page no.115-119)
- (13) List of Items to be imported with estimated CIF value, (Proforma-A) ( page no. 120).
- (14) Price Schedule Format (Schedule of Rates), (Proforma-B) ( Page No. 121-122)
- (15) Bid Form, (Proforma-C) ( page No. 123)
- (16) Statement of Non Compliance, (Proforma-D) ( page no. 124)
- (17) Bid Security Declaration Proforma ( Proforma E) ( Page no. 125)
- (18) Performance Security/Guarantee Form, (Proforma-F) ( Page no. 126-127)
- (19) Agreement/Contract Form (Proforma-G). ( Page no. 128-129)
- (20) Letter of Authority (Proforma-H)( Page no. 130)
- (21) Authorization for attending Bid Opening, (Proforma-I) ( Page no. 131)
- (22) Annual Turnover & Net worth of Bidder, (Proforma J)( Page no. 132)
- (23) Undertaking of Authenticity of Information submitted, (Proforma K)( Page no. 133)

- 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 "National 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 equipments 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 60 (Sixty) days** from the date of opening of the tender. **Bids of shorter validity shall be rejected unless extended suitably.** If nothing is mentioned by the bidder in their bid about the bid validity, it will be presumed that the bid is valid for **60 days** from Bid Closing Date. In case, BC date is extended and bidder submits offer within the original BC date, the validity of their offer shall be considered from original bid closing/opening 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 two (02) 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 Duplicate 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.
- 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 MAY BE REJECTED OUTRIGHT IF THE TECHNO-**

**COMMERCIAL (UN-PRICED) BIDS CONTAINS PRICE WHICH LEADS TO A BIASED DECISION. HENCE, BIDDERS TO BE CAREFUL WHILE PREPARING THE TECHNICAL BID SO THAT NO PRICE IS DISCLOSED IN TECHNICAL BID.**

**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 envelopes 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 subpara 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, in- consistent way with the bidding documents, the Company's right or the bidder's obligations under the contract, and the rectification of which deviation or reservation would affect unfairly the competitive position of other bidders presenting substantial responsive bids. The Company's determination of bid's responsiveness is to be based on the contents of the Bid itself without recourse to extrinsic evidence.
- 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 respect of the services.

**26.0 CONTACTING THE COMPANY:**

27.1 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.

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

**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:**

30.1 Prior to the expiry of the period of bid validity or extended validity, the company will notify the successful Bidder in writing by e-mail or registered letter that its bid has been accepted.

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

**30.0 PERFORMANCE SECURITY:** Successful bidder has to submit Performance Security for an amount 03% ( three percent) of the total evaluated contract value within **30 (Thirty) days** from the date of issue of LOA.

31.1 On receipt of notification of award from the Company, the successful Bidder shall furnish to Company the Performance Security for an amount specified in the Forwarding Letter of the tender (and Letter of Award (LOA) issued by Company to Contractor awarding the contract) which must be in the form of Bank Guarantee as per **Proforma-H** or Bank Draft or certified Banker's cheque in favour of Oil India Limited or in any other format acceptable to the Company. The performance security shall be

payable to Company as compensation for any loss resulting from Contractor's failure to fulfil its obligations under the Contract. The Performance Security shall be denominated in the currency of the contract. In the event of extension of the contract period, the validity of performance security/Bank Guarantee shall be suitable extended by the Contractor.

31.2 Bank Guarantee issued by a Bank, amongst others, must contain the following particulars of such bank:

- (i) Full address
- (ii) Branch Code, if any
- (iii) The authorized signatory full name and designation
- (iv) Phone Nos., Fax Nos., E-mail address

31.3 The Performance Security specified above must be valid for 3(three) months beyond the contract period. The Performance Security will be discharged by Company not later than 30 days following its expiry. In the event of any extension of the Contract period, Bank Guarantee should be extended by Contractor by the period equivalent to the extended period.

31.4 The performance security shall be payable to Company as compensation for any loss resulting from Contractor's failure to fulfil its obligations under the Contract.

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

31.6 In the event of failure of the successful Bidder to comply with the requirements of para 31.0 and/or 32.0, it shall constitute sufficient grounds for annulment of the award. In such an event the Company may call for new bid as the case may be and take action with the bidder as deemed fit. In such an eventuality, the party shall be debarred for a period of 2(two) years from the date of default.

### **31.0 SIGNING OF CONTRACT:**

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

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

32.3 In the event of failure on the part of the successful bidder to sign the contract within the period specified above or any other time period specified by Company, OIL reserves the right to terminate the LOA issued to the successful bidder. The party shall also be debarred for a period of

2(two) years from the date of default.

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

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

**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 MOBILIZATION ADVANCE:**

- 36.1 Request for advance payment shall not be normally considered. However, depending on the merit and at the discretion of the Company, advance against mobilisation charge may be given at an interest rate

of 1% above the prevailing Bank rate (CC rate) of Gabon preferably through CITI Bank, Gabon or Ora Bank Gabon or State Bank of India from the date of payment of the advance till recovery/refund.

- 36.2 Advance payment agreed to by the Company shall be paid only against submission of an acceptable bank guarantee whose value should be equivalent to the amount of advance plus the amount of interest covering the period of advance. Bank guarantee shall be valid for 2 months beyond completion of mobilisation and the same may be invoked in the event of Contractor's failure to mobilise as per agreement.
- 36.3 In the event of any extension to the mobilisation period, Contractor shall have to enhance the value of the bank guarantee to cover the interest for the extended period and also to extend the validity of bank guarantee accordingly.
- 37.0** Bidder(s) should clearly understand all the terms & conditions, criteria, specification etc. of this tender.
- 38.0** 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)**

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

#### **(A) TECHNICAL CRITERIA:**

The Bidder must meet the following criteria failing which bid will be rejected:

##### **1.0 CAPACITY OF WORKOVER RIG:**

The bidder shall offer a **400HP (minimum) & 750 HP (maximum ) capacity** Workover Rig. The offered Rig may either be owned or leased. In case the bidder is not in possession of the rig at the time of submission of bid, they may offer a rig for which they have an agreement for lease or purchase.

##### **2.0 EXPERIENCE:**

The Bidder must have the following experience during last seven (7) years to be reckoned from the original bid closing date:

- (i) Minimum 04 months experience of providing workover rig services to E&P companies ( Companies involved in Exploration & Production of Oil & Natural Gas) with a minimum 400 HP capacity workover Rig on charterhire basis.
- (ii) Workover drilling operation of at least two (02) numbers of wells with Workover rig of minimum 400HP capacity.

**Note:** The Bidder(s) shall submit the necessary supporting document(s) conforming to the above clause(s) along with the bid without fail.

##### **3.0 FINANCIAL CRITERIA :**

- (i) The bidder shall have **Annual financial turnover** of minimum **US\$ 1,865,000 (US Dollar One Million Eight Hundred Sixty Five Thousand)** or **FCFA 1,618,820,000 ( FCFA One Billion Six Hundred Eighteen Million Eight Hundred Twenty Thousand )** during any of the preceding 05 (Five) financial/accounting years reckoned from the original bid closing date.

- (ii) Net worth of bidder should be positive

- (iii) Considering the time required for preparation of Financial Statements, if the last date of preceding financial / accounting year falls within the preceding six months reckoned from the original bid closing date and the Financial Statements of the preceding financial / accounting year are not available with the bidder, then the financial turnover of the previous three financial / accounting years excluding the preceding financial / accounting year will be considered. In such cases, the Net worth of the previous financial / accounting year excluding the preceding financial / accounting year will be considered. However, the bidder has to submit an affidavit/undertaking as per **Annexure-VI** certifying that the balance sheet/Financial Statements for the financial year 2021 (as the case may be) has actually not been audited so far.

**NOTES:**

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

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

**OR**

- (ii) Audited Balance Sheet along with Profit & Loss account. In case of foreign bidders, self-attested/digitally signed printed published accounts are also acceptable.

- (iv) In case the audited Balance sheet and Profit Loss Account along with the bid are in currencies other than US\$, the bidder shall have to convert the figures in equivalent US\$ considering the prevailing conversion rate on the date on which the Audited Balance sheet and Profit and Loss Account is signed. A CA/CPA Certificate is to be submitted by the bidder regarding converted figures in equivalent US\$. Else, the Audited Balance Sheet and Profit & Loss Account shall be evaluated by considering the Exchange rate declared by OANDA Exchange Rates in Gabon (on the date on which the Audited Balance Sheet and Profit & Loss Account is signed) for conversion to US\$.



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

#### **4.0 WORKOVER RIG:**

(1) **Identification of Rig:**

- (a) Bidders are required to identify the workover rig at the time of submission of bid with documentary proof thereof, confirming availability of the rig for this contract.
- (b) In case owner of the work over rig himself is the bidder, the certificate confirming availability of the rig for this contract shall be furnished by the owner himself.
- (c) In case of leased workover rig (*sub leased rig will not be accepted*), the bidders who do not own the Rig at the time of submission of bid are required to submit along with Techno-commercial (un-priced) Bid, the Memorandum of Understanding (MOU) / Agreement of lease of rig, concluded with the owner of the rig, specially for this Tender, with documentary proof of ownership of the rig. The above MOU/Agreement must be valid throughout the validity of the bid with a specific stipulation that in the event of an award of contract by Company against this tender, the MOU/Agreement shall be kept valid for the entire period of contract including any extension thereof.
- (d) In case of purchase of Brand New workover rig, Memorandum of Understanding/Purchase Agreement with Manufacturer is to be submitted and the MOU/Agreement must be valid through the validity of the bid.

- (e) In case of purchase of workover rig other than brand new, Memorandum of understanding/Agreement with the seller of the Rig has to be submitted and the MOU/Agreement must be valid through the validity of the bid. However, in this case, the Rig has to satisfy the vintage clause and the Mobilization schedule as per the tender.
  - (f) Bidder may identify more than one rig (maximum three rigs which they feel best suitable) and for each of the rig offered against tender requirement, bidder shall give complete technical details for evaluation along with copy of MOU/Agreement. Bidder will have to mobilize the rig out of these identified rigs, whichever is found to be acceptable to OIL.
  - (g) Bidder would not be allowed to substitute the rig once offered by them in their bid during the period of bid validity. If more than one rig is offered by a bidder, all the rigs would be techno-commercially evaluated. The bidder can mobilize any one of the rig found techno-commercially acceptable by OIL but the name of the rig to be mobilized by the bidder would have to be furnished by them within 3(three) days of issue of letter of award and these 3(three) days shall be considered beyond the 120 (one hundred twenty) days of mobilization time as specified in this tender.
  - (h) Offers with identified Workover Rigs but with the condition “subject to availability” may be considered for techno-commercial evaluation. The bidders, however, shall have to confirm the availability of the rig, at least **3(three)** days prior to price bid opening. The date of price bid opening will be intimated to the bidder subsequently. Bidders who fail to confirm availability of rig will not be considered for price bid opening and would not be considered for award of contract also.
- (2) The input horsepower rating of Draw-works of the offered workover rig should be minimum 400HP. The detail of the rig specification & rig package as envisaged for the requirement is given in **Part-3, Section-II, para 8.0** of Scope of Work/Technical specification of the Bid document. Bidder must confirm compliance of the same.
- (3) **Vintage & Residual Life:** The offered rig package must fulfil one of the following criteria:
- (a) A Rig Package not more than **15(Fifteen)** years old as on the original bid closing date.
  - (b) A Rig Package older than 15(Fifteen) years must be refurbished within last five(5) years reckoned from original bid closing date and should have a minimum residual life of three (3) years from the original bid closing date. If the offered Rig Package is older than 15(Fifteen) years old but not refurbished within the last 5(Five) years reckoned from the date of original Bid Closing Date,

then the bidder has to provide Undertaking that the Rig Package will be refurbished, in case of award of contract and mobilization will be completed within the stipulated time frame.

**Notes:**

(i) In case of a Workover Rig less than 15(Fifteen) years old, documentary proof in respect of vintage should be submitted with the techno-commercial (un-priced) bid in the form of copies of relevant Purchase Order together with copies of any of the documents in respect of date of execution of the Purchase Order, such as B/L or invoice or any other documentary evidence that can substantiate the date of delivery or satisfactory execution of purchase order.

(ii) In case of a Workover Rig older than 15(Fifteen) years, the bidder should submit a residual life certificate from any one of the following inspection agency **or any internationally reputed agency** with techno- commercial (un-priced) bid. Bidders failing to provide this certificate will not be considered for evaluation.

- (i) M/s Bureau Veritas
- (ii) M/s Det Norske Veritas
- (iii) M/s Lloyds Register
- (iv) M/s Oil Field Audit Services
- (v) M/s ABS

**Note: The certificate should clearly indicate and confirm without any ambiguity the following:**

- (a) Name and address of the owner of the rigs after due verification of documents.
  - (b) Confirmation that the rig package meets the technical specification as laid down in para:8.0 of **PART-3, Section-II** of the Tender Document.
  - (c) Make, Model, Capacity/Rating, month & year of manufacture and residual life as inspected for each of the component as well as for the overall rigs.
  - (d) The above inspection report should be provided in the format attached as **APPENDIX-I**.
- (4) In case of proposed purchase of brand new rigs, the bidder should submit a certificate from the manufacturer certifying the current status of the purchase order and the committed date of readiness of the complete rig package for shipment after due inspection. This certificate must be submitted along with the techno-commercial (Un-priced) bid or at least 3(Three) day prior to price bid opening date. Bidders failing to provide the certificate will not be considered for price bid opening.

(5) The Vendor/Contractor/Service Provider should be in a position to

complete mobilization of their resources at site to take up the assignment in the event of a contract within **One Hundred Twenty (120)** days from the date of issue of Letter of Award (LOA)/ Mobilization Notice whichever is later by Company. Vendor/Bidder/Service Provider to submit an Undertaking as per **ANNEXURE-VIII** for completion of mobilization within **120-days**.

- (6) **The bidder shall submit the lay-out drawing, foundation design, detailed working drawing and Load Bearing Diagram of the offered rig(s) along with the Technical/Techno-commercial bid.**
- (7) Bidder must confirm to provide the complete Rig Package, tools, equipment, materials consumables including the related services as specified in **Part-3, Section-II** of the Bid documents failing which the bid will be rejected.
- (8) Bidder must confirm to provide key personnel with requisite experience and qualification as specified in para:8.6 of Scope of Work in **Part-3, Section-II**.

#### **5.0 SUPPLY OF CONSUMABLES:**

Bidder must agree and confirm in the form of undertaking to supply the following consumables as stated below:

##### **5.1 deleted**

##### **5.2 BIT SUPPLY AS PER API Spec 7-1**

Bidder should confirm to supply brand new, unused, and of prime quality bits as per API Spec 7-1 standard from any of the manufacturer with the Technical specifications as per **Clause No: 8.9.2 of Part-3, Section-II** of SOW and quantity of bits to be supplied shall be as specified in **Table No-9 (Modified)**:

##### **5.3 deleted.**

#### **6.0 OTHER SERVICES:** Bidder shall confirm to provide the following services in the form of undertaking:

##### **6.1 Deleted**

##### **6.2 Camp Management Service:** Bidder to confirm to provide suitable camp facilities for the Contractor's personnel (also for personnel of third party contractors engaged by company) like accommodation, catering, potable water, lighting, fuel for Gen set, sanitation, laundry services etc. throughout the drilling campaign to be delivered to Base Camp and Well site camp.

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

- (1) Bidders must quote rates clearly and strictly in accordance with the price schedule outlined in PRICE BID FORMAT as per **Proforma-B (Modified)**, and submit the same separately in a sealed envelope/packet otherwise the Bid will be summarily rejected.
- (2) 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) Bids submitted after the Bid Closing Date and Time will be rejected.
- (4) **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.**
- (5) Any document(s) wherever called for, and submitted by bidders, shall be legible, contain no interlineations, white fluid erasures or overwriting except as necessary to correct errors made by the Bidder, in which case such correction shall be initialled by the authorized person or persons who has/have signed the Bid.
- (6) Bids shall be typed or written in indelible ink and shall be signed by the bidder or his authorized representative.
- (7) Any Bid containing false statement will be rejected.
- (8) **There should not be any indication of price/rates in the Technical Bid/Techno-commercial Bid.**
- (9) 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.
- (10) 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.
- (11) 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

(B) **DOCUMENTS:**

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

- (1) **Rig offered**–Documents relating to rig already in possession or proposed to own/lease along with technical specifications / details.
- (2) **Vintage and residual life** of the offered rig as per clause No. (A), 4.0, (3) respectively shown above.
- (3) Bidder must submit necessary documentary evidences as noted below in support of the technical experience under the clauses (A), 2.0 above:

**Drilling experience of bidder**– Statement to be furnished by bidder in a tabular form along with copies of contracts/work orders [with detailed scope of work & contract duration and showing detailed address (es) of client(s)] along with completion certificates/payment certificates issued by the clients.

**Note:** 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) **Memorandum of Understandings/Agreements** in support of tie-up arrangements along with the technical bid.
- (5) **Financial Turnover:** Copy of audited Balance sheets/Profit & Loss Accounts etc. for the last 3(three) accounting years or a certificate issued by a practicing Chartered/Cost Accountant (with Membership Number and Firm Registration Number), certifying the Annual turnover & Net worth as per format prescribed in **ANNEXURE-V**.

- (6) A letter with categorical confirmation that the Vendor has the key personnel meeting the requisite qualification & experience and can deploy them for job execution in the event of an Agreement as per **ANNEXURE-IX.**

- (7) Bidder while submitting the documents in support of their experience vide Clause (A), 2.0 above shall also submit details of experience and past performance of the collaborator (in case of collaboration) or of joint venture partner (in case of a joint venture), or Leader of the consortium (in case of Consortium bid) on works/jobs done of similar nature in the past along with the technical bid. Also, details of current work in hand and other contractual commitments of the bidder (indicating areas and clients) are to be submitted along with documentary experience in the technical bid in support of the experience laid down in Para (A), 2.0 above.

**NOTE:** All Certificates and documentary evidences required to be submitted in support of Para (C) from Sl. Nos.(1) to (7) above, should be clearly legible and in the English language. If any certificate is submitted in a language other than English language, the same should be translated to English by a certified translator and submitted along with the bid. Illegible and incomplete certificates or documents or without English translation will not be considered for evaluation.

(C) **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-VII**.

- (e) All certificates and documentary evidences required to be submitted in support of above clauses should be clearly legible and in English language. If any certificate is submitted in a language other than English language, the same should be translated to English by certified translator, in which case, for purposes of interpretation of the bid, the translation shall prevail. Illegible and incomplete certificates or documents will not be considered for evaluation.
- (f) Vendor/Contractor/Service Provider must agree to abide by the law of Gabon for all purposes.
- (g) The Bidder must confirm to provide the complete Rig Package with other accessories along with Tangibles as specified under **"Scope of Work" of Part-3, Section-II** of this tender documents failing which, the bid may be rejected.
- (h) 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.
- (i) 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.
- (j) 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.

(D) **EVALUATION CRITERIA:**

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

- (a) The bidders must quote their Prices in the manner as called for vide Price Bid Format in **Proforma-B**.



- (b) If there is any discrepancy between the unit price and the total price, the unit price will prevail and the total price shall be corrected. Similarly, if there is any discrepancy between words and figure, the amounts in words shall prevail and will be adopted for evaluation.
- (c) **Bidder shall quote same rates for all the Rigs offered by them. Bidders quoting different rates (either total or individual item rate) would be rejected.**
- (d) 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.
- (e) **No preference will be given for higher capacity Rigs than that as specified in the Tender.**
- (f) The rates towards Standby, Repair, Force Majeure will be restricted to the limit indicated against each as under:
- (i) Payment towards Mobilization of the rig package shall not exceed **20%** of the total contract price for 2(Two) wells operations. However, mobilization charges if quoted in excess of 20% of the estimated contract cost, the excess amount shall be paid at the end of the contract.
- (ii) Demobilization Charge of the Rig Package with tools, equipment etc. **shall not be lower than 2% of** total evaluated contract value. In case de-mob charges quoted is lower than 2%, the differential amount (between 2% and quoted price) will be kept on hold from the 1st invoice onwards as per equation shown below and the same will be paid at the end of the contract along with Demobilization charges.

***Amount that will be kept on hold in case of demobilization charge is less than 2% of the total contract value = (2% of total quoted contract value) – (Total Quoted Value of Demobilization)***

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

- (iii) Payment towards Standby time rate shall not exceed 85% of the operating day rate.
- (iv) Payment towards Rig Repair day rate shall not exceed 50% of operating day rate.
- (v) Payment towards Force Majeure day rate shall not exceed 50% of operating day rate.
- (vi) Payment towards Stack Day Rate shall be 50% of operating day rate. Stack Day Rate shall apply until such time as the Drilling Unit is ready to recommence Drilling Operations after the notification from Company to commence the operations.

- (g) The Rig Package with consumables including equipment, tools, materials etc under this tender shall be used in OIL's exploration area in Gabon for which the items imported for the exploration activities are exempted from customs duty but are subject to prior approval of DGH- Gabon and Custom authority. Bidders are requested to go through the rules & regulations, procedures of Customs of Gabon prior to bidding to make them fully aware and understand the Customs Rule.

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

- (h) 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.
- (i) To ascertain the inter-se-ranking, the comparison of the responsive bids will be made subject to loading for any deviation. Commercial Bids shall be evaluated taking into account the rates quoted in the PRICE BID FORMAT as per **Proforma-B**.

**TOTAL ESTIMATED CONTRACT COST FOR CHARTER HIRE OF 1(ONE) NUMBER RIG WITH CONSUMABLES FOR 2(TWO) DRILLING WELLS INCLUSIVE OF ALL COST, TAXES & DUTIES EXCEPT CSS & TVA:**

$$\mathbf{Z = P + R + Q + S + T^* + U^* + I}$$

Where,

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

**NOTES:**

(i) The items MOB, ILM, DMOB, TAN, ODR and SDR are as defined in Schedule of Rates (Part-3, Section -IV).

(ii) \*Rig Operation time of 60 days, base camp management 90 days and Rig Stand by Time of 10 days for two well operations are considered to evaluate the total cost for comparison purpose only. However, payment will be made as per actual day of operations.

a) **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 except as otherwise stated in the Special Conditions of Contract [SCC] and/or Bid Evaluating Criteria (BEC)/Bid Rejection Criteria (BRC).

**1.0 DEFINITIONS:**

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

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

the contractor to provide services as per the contract;

- (j) "**Contract Price**" means the sum accepted or the sum calculated in accordance with the rates accepted in tender and / or the contract rates as payable to the contractor for the entire execution and completion of the services/works, including modification / change order issued by the Company;
- (k) "**Co-ventures**" shall mean any co-ventures with the Company from time to time having an interest in either the PSC and/or a Joint and/or associated agreements for the purposes of exploration and production in Operating Agreement the Operating Area and on whose behalf the Company would be deemed to have entered into this Contract.
- (l) "**Drawings**" shall mean and include all Engineering sketches, general arrangements/ layout drawings, sectional plans, all elevations, photographs, etc. related to the CONTRACT together with modification and revision thereto;
- (m) "**Equipment / Materials / Goods**" shall mean and include any equipment, machinery, instruments, stores, goods which CONTRACTOR is required to provide to the company for/under the CONTRACT and amendments thereto;
- (n) "**Gross Negligence**" means any act or failure to act (whether sole, joint or concurrent) by a person or entity which was intended to cause, or which was in reckless disregard of or wanton indifference to, avoidable and harmful consequences such person or entity knew, or should have known, would result from such act or failure to act. Notwithstanding the foregoing, Gross negligence shall not include any action taken in good faith for the safeguard of life or property;
- (o) "**Wilful Misconduct**" shall mean 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 entire Rig Package with related services, requisite manpower, required set of tools, equipment, materials, consumables etc., as specified in this Contract, should be completed by Contractor within **120 (One Hundred Twenty)** days from the date of issue of LOA/ Mobilisation notice by OIL whichever is later. Mobilization shall be deemed to be completed when Contractor's Tools, Equipment and Personnel are placed at the 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 OPERATION:** The date & time of spud-in of the first well after completion of mobilization of entire Rig Package with related services, equipment, manpower and materials etc. shall be treated as the date of Commencement of Operation.
- 2.4 **DURATION OF CONTRACT:** The duration of the Contract shall be valid for at least **4 (Four) months** from the date of commencement of operation for two drilling locations till completion of demobilization & re-export of entire work Rig Package, tool/spares/equipment, leftover consumables etc. including all formalities & documentation for re-export. However, Company reserves the option for extension of the contract to another drilling location on same terms & conditions and mutually agreed rates but not higher than the original rate(s) of the Contract. Notwithstanding the date of contractual expiry as above, if drilling operation is in progress in a particular well and validity of contract expires, it will be obligatory on the part of the Contractor to provide the Services as usual till completion/abandonment of that particular well, unless specifically

directed otherwise by the Company in writing. In case of extension of the contract to another drilling location, the duration of the contract shall be suitably extended.

- 2.5 **DEMOBILIZATION TIME:** The Contractor shall arrange for demobilization and execute re-export of the entire Rig package, Tools/ Equipment/ Spare / Accessories/Manpower/leftover consumables etc. from the date of issue of demobilization notice from Company (OIL) **within 30 days.**

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

- 3.1 Perform the work described in the Terms of Reference (**Part-3, Section-II**) in most economic and cost effective way.
- 3.2 Except as otherwise provided in the Terms of Reference and the special Conditions of the contract, provide all labour as required to perform the work.
- 3.3 Perform all other obligations, work and services which are required by the terms of this contract or which reasonably can be implied from such terms as being necessary for the successful and timely completion of the work.
- 3.4 Contractor shall be deemed to have satisfied himself before submitting their bid as to the correctness and sufficiency of its bid for the services required and of the rates and prices quoted, which rates and prices shall, except insofar as otherwise provided, cover all its obligations under the contract.
- 3.5 Contractor shall give or provide all necessary supervision during the performance of the services and as long thereafter as company may consider necessary for the proper fulfilling of contractor's obligations under the contract.

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

- 4.1 Pay Contractor in accordance with terms and conditions of the contract. The period of time for which each rate shall be applicable shall be computed from and to the nearest quarter of an hour. The rates contained in the Contract shall be based on Contractor's operation being conducted on a seven (7) days week and a twenty-four (24) hours work day. Under the Contract, Contractor will be entitled to the applicable rate defined in Schedule of Rates of the contract.
- 4.2 Allow Contractor and his personnel access, subject to normal security and safety procedures, to all areas as required for orderly performance of the work.

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

**5.0 PERSONNEL TO BE DEPLOYED BY THE CONTRACTOR:**

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

**6.0 ASSOCIATION OF COMPANY'S PERSONNEL:** Company's Engineer / representative will be associated with the work throughout the operations for overall co-ordination and operational management of the contract. Company's Engineer/representative shall have the authority to order any changes in the scope of work to the extent so authorized and notified by the Company in writing. He shall liaise with the Contractor; monitor the progress so as to ensure the timely completion of the jobs. He shall also have the authority to oversee the execution of jobs by the Contractor and to ensure compliance of provisions of the contract.

**7.0 WARRANTY AND REMEDY OF DEFECTS:**

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



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

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

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

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

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

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

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

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

- i) is, at the time of disclosure, known to the public which Contractor shall immediately inform Company;
- ii) is lawfully becomes at a later date known to the public through no

- 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.

9.6 All local taxes, levies and duties, Sales Tax, VAT, Octroi, cost, expenses, insurance cost, levies, all obligations etc. including withholding tax, if

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

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

9.8 **Taxe sur la Valeur Ajoutée (TVA):** The quoted rates/price should be **exclusive of TVA**. TVA as applicable shall be to the Company (OIL) account. However, OIL is exempted from paying TVA during exploration phase. OIL will provide TVA exemption certificate against each invoice.

9.9 The Contractor will be under obligation for charging correct rate of tax as prescribed under the respective tax laws.

9.10 In case, the quoted information related to various taxes, duties & levies subsequently proves wrong, incorrect or misleading, OIL will have no liability to reimburse the difference in the duty/ tax, if the finally assessed amount is on the higher side and OIL will have the right to recover the difference, in case the rate of duty/ taxes finally assessed is on the lower side.

#### **10.0 INSURANCE:**

10.1 The Contractor shall arrange insurance to cover all risks in respect of their personnel, materials and equipment (except when tools/equipment are below Rotary Table or in the well bore) belonging to the Contractor, or its subcontractor (if applicable) during the currency of the contract including the third party items/consumables as per law of Gabon. For materials/equipment belong to the Contractor or its subcontractor, Contractor may self-insure the same.

10.2 Contractor shall at all time during the currency of the contract; provide, pay for and maintain the following insurances amongst others except when tools/equipment are below Rotary Table or in the well bore whichever is applicable as per law of Gabon amongst others:

- a) Workmen compensation insurance as required by the laws of the country of origin of the employee.
- b) Employer's Liability Insurance as required by law in the country of origin of employee.
- c) General Public Liability Insurance or Comprehensive General Liability insurance covering liabilities including contractual liability for bodily injury, including death of persons, and liabilities for damage of property. This insurance must cover all operations of Contractor required to fulfil the provisions under this contract.
- d) Contractor's equipment used for execution of the work hereunder

shall have an insurance cover with a suitable limit (as per international standards) except when tools/equipment are below Rotary Table or in the well bore or Contractor may self-insure its tools/equipment.

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

#### **11.0 CHANGES:**

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

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

**12.0 FORCE MAJEURE:**

12.1 In the event of either party being rendered unable by 'Force Majeure' to perform any obligation required to be performed by them under the contract, the relative obligation of the party affected by such 'Force Majeure' will stand suspended for the period during which such cause lasts. The word 'Force Majeure' as employed herein shall mean acts of God, war, revolt, agitation, strikes, riot, fire, flood, earthquake, sabotage, explosion, civil commotion, road barricade (but not due to interference of employment

problem of the Contractor), acts of government of the two parties, which makes performance impossible or impracticable and any other cause, whether of kind herein enumerated or otherwise which are not within the control of the party to the contract and which renders performance of the contract by the said party impossible.

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

12.3 Should 'force majeure' condition as stated above occurs and should the same be notified within 72 (seventy-two) hours after its occurrence, the 'force majeure' rate shall apply for the first 15 (Fifteen) days. Party will have the right to terminate the Contract if such 'force majeure' conditions continues beyond 15 (Fifteen) days with prior written notice. Should either party decide not to terminate the Contract even under such condition, no payment would apply after expiry of 15 (Fifteen) days force majeure period unless otherwise agreed to.

**13.0 TERMINATION:** This contract shall terminate for the following reasons:

13.1 **TERMINATION ON EXPIRY OF THE TERMS (DURATION):** This contract shall be deemed to have been automatically terminated on the expiry of duration of the contract, thereof.

13.2 **TERMINATION ON ACCOUNT OF FORCE MAJEURE:** Either party shall have the right to terminate this Contract on account of Force Majeure as set forth in Article 12.0 above.

13.3 **TERMINATION ON ACCOUNT OF INSOLVENCY:** In the event that the Contractor or its collaborator at any time during the term of the Contract, becomes insolvent or makes a voluntary assignment of its assets for the benefit of creditors or is adjudged bankrupt, then the

Company shall, by a notice in writing have the right to terminate the Contract and all the Contractor's rights and privileges hereunder, shall stand terminated forthwith.

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

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

**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   | Sole Arbitrator      | OIL   |
| Above US\$ 0.7 Million  | 3 Arbitrators        | One Arbitrator by each party and the 3rd Arbitrator, who shall be the presiding Arbitrator, by the two Arbitrators. |

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 pendentite-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                                   | Within 8 months  |
| Above US\$ 0.7 Million                                  | 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 labours who are minor or debarred from labour job as per law of Gabon under any circumstances. Persons who are senior citizen or above 63 (sixty-three) years age also shall not be deployed.

**16.0 NOTICES:**

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

(A) **COMPANY:**

**GENERAL MANAGER-GABON,**  
OIL INDIA LIMITED, GABON PROJECT  
La Sablière Immeuble FIDJI  
(Pres de l'ancienne Cour  
Constitutionnelle) Libreville. B.P. 23134,  
GABON  
Tel. No. :+( 241) 074525252  
E-mail Id: oilgabonprojectgroup@oilindia.in;  
oilgabonproject@oilindia.in

(B) **CONTRACTOR:**

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

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

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

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

incurred/saved by Contractor, subject to the submission of documentary evidence by Contractor/Company.

#### **19.0 MISCELLANEOUS PROVISIONS:**

- 19.1 Contractor shall give notices and pay all fees at their own cost required to be given or paid by any National or Local/State Statute, Ordinance, or other Law or any regulation, or bye-law of any local or other duly constituted authority as may be in force from time to time in Gabon, in relation to the performance of the services and by the rules & regulations of all public bodies and companies whose property or rights are affected or may be affected in any way by the services.
- 19.2 Contractor shall conform in all respects with the provisions of any Statute, Ordinance of Law as aforesaid and the regulations or bye-law of any local or other duly constituted authority which may be applicable to the services and with such rules and regulation, public bodies and Companies as aforesaid and shall keep Company indemnified against all penalties and liability of every kind for breach of any such Statute, Ordinance or Law, regulation or bye-law.
- 19.3 During the tenure of the Contract, Contractor shall keep the site where the services are being performed reasonably free from all unnecessary obstruction and shall store or dispose of any equipment and surplus materials and clear away and remove from the site any wreckage, rubbish or temporary works no longer required. On the completion of the services, Contractor shall clear away and remove from the site any surplus materials, rubbish or temporary works of every kind and leave the whole of the site clean and in workmanlike condition to the satisfaction of the Company.
- 19.4 Key personnel cannot be changed during the tenure of the Contract except due to sickness/death/resignation of the personnel in which case the replaced person should have equal experience and qualification which will be again subject to approval by the Company.

**20.0 PERFORMANCE SECURITY:** Successful bidder has to submit Performance Security for an amount **03 ( three) % of the total evaluated contract value** within **15(Fifteen) days** from the date of issue of LOA.

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

following its expiry.

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

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

21.1 Time is the essence of this contract. The Contractor must complete the mobilization of entire Rig package, equipment, machineries, items, consumables, personnel for commencement of operation with uninterrupted service within the written order of the contract. In the event of the Contractor's default in timely mobilization for commencement of operations within the stipulated period, the Contractor shall be liable to pay liquidated damages @ 0.5%(half percent) of total contract value per week or part thereof of delay subject to maximum of 7.5%(seven & half) of the total Contract Price. Liquidated Damages will be reckoned from the expiry date of the scheduled mobilisation period as defined in **Clause 2.0 of Part-3,Section-I of 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 everykind and character, without limit, which may arise in favour of Contractor's employees, agents, contractors and subcontractors or their employees on account of bodily injury or death, or damage to personnel/property as a result of the operations contemplated hereby, regardless of whether or not said claims, demands or causes of action arise out of the negligence or otherwise, in whole or in part or other faults.

24.2 Except as provided hereof Company agrees to protect, defend, indemnify and hold Contractor harmless from and against all claims, suits, demands and causes of action, liabilities, expenses, cost, liens and judgments of everykind 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:**

291 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.

292 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.

293 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.

294 **INVOICES:** Mobilization charges will be invoiced only upon completion of mobilization. Payment of mobilization charges shall be made within 45 days following the date of receipt of undisputed invoices by Company

295 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.

296 Contractor will submit 02 (Two) sets of all invoices duly superscribed '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.

- 297 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).
- 298 8 Payment of monthly invoices, if undisputed, shall be made within 30 days following the date of receipt of invoice by Company.
- 299 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.
- 2910 0 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.
- 2911 1 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.
- 2912 2 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.
- 2913 Payment of Final demobilization charges shall be made if applicable within 45 days on receipt of invoice by Company accompanied by the following documents from the Contractor:
- a) Audited account up to completion of the Contract, if required.
  - b) Tax audit report for the above period, if required under the Gabonese Tax Laws.
  - c) Documentary evidence regarding the submission of returns and payment to taxes for the expatriate personnel engaged by the Contractor or by its subcontractor.
  - d) Proof of re-export of all items including the unutilized spares and consumables (excepting consumables consumed during the contract period) and also cancellation of re-export bond if any.
  - e) Any other documents as required by applicable Gabonese Laws.

In case, no demobilization charges are payable, the documents mentioned above will have to be submitted by the Contractor before release of the final payment by the Company. A certificate from Chartered Accountant on (a), (b) & (c) above will suffice.

29.14 **Payment to the party within Gabon will be through A/c. Payee Cheques or online transfer in Local currency (FCFA).**

29.15 **Currency of Payment:** The payments due to this agreement shall be made in FCFA (Local currency of Gabon).

**30.0 RATE OF PAYMENT:** Company shall make payment to the Contractor as per the agreed rates referred to Price Schedule. These rates include all taxes, duties and other levies payable by Contractor under the Contract.

**31.0 WITH-HOLDING:**

31.1 Company may withhold or nullify the whole or any part of the amount due to Contractor, after informing the Contractor of the reasons in writing on account of subsequently discovered evidence in order to protect Company from loss on account of: -

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

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

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



failure to adhere to such laws.

- iv) Any payment due from Contractor in respect of unauthorized imports.

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

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 should go through the rules & regulations, procedures of Customs of Gabon to make them fully aware and understand the Customs Rule for a suitable offer.**
- (ii) Bidder/Contractor should provide the list of items to be imported by them under the Contract in the format specified in **Proforma-A** along with their bid for issuance of DGH-Gabon approval for exemption of Custom Duty benefit. Contractor shall made written request to DGH- Gabon immediately through company(OIL) after shipment of the goods indicated by them in Proforma-A along with the invoices and all shipping documents (with clear 15(fifteen) working days notice) requesting for exemption of Custom Duty. OIL will provide necessary documents, if required to avail Custom duty exemption. It shall be however, Contractor's responsibility to obtain

recommendation of approval from DGH and clear the goods through customs. OIL shall not be liable in whatsoever manner for the rejection of their claims for zero customs duty by any of the authorities including DGH-Gabon arising solely as a result of any default on the part of the Contractor. Contractor shall indemnify OIL from all liabilities of Customs Duty.

- (iii) It is the single point responsibility of the contractor to clear all the material, equipment, items from custom authority of Gabon, transportation to the well site, storage of all the required consumables including tubular at their own cost.
- (iv) Re-Export: The rig/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.

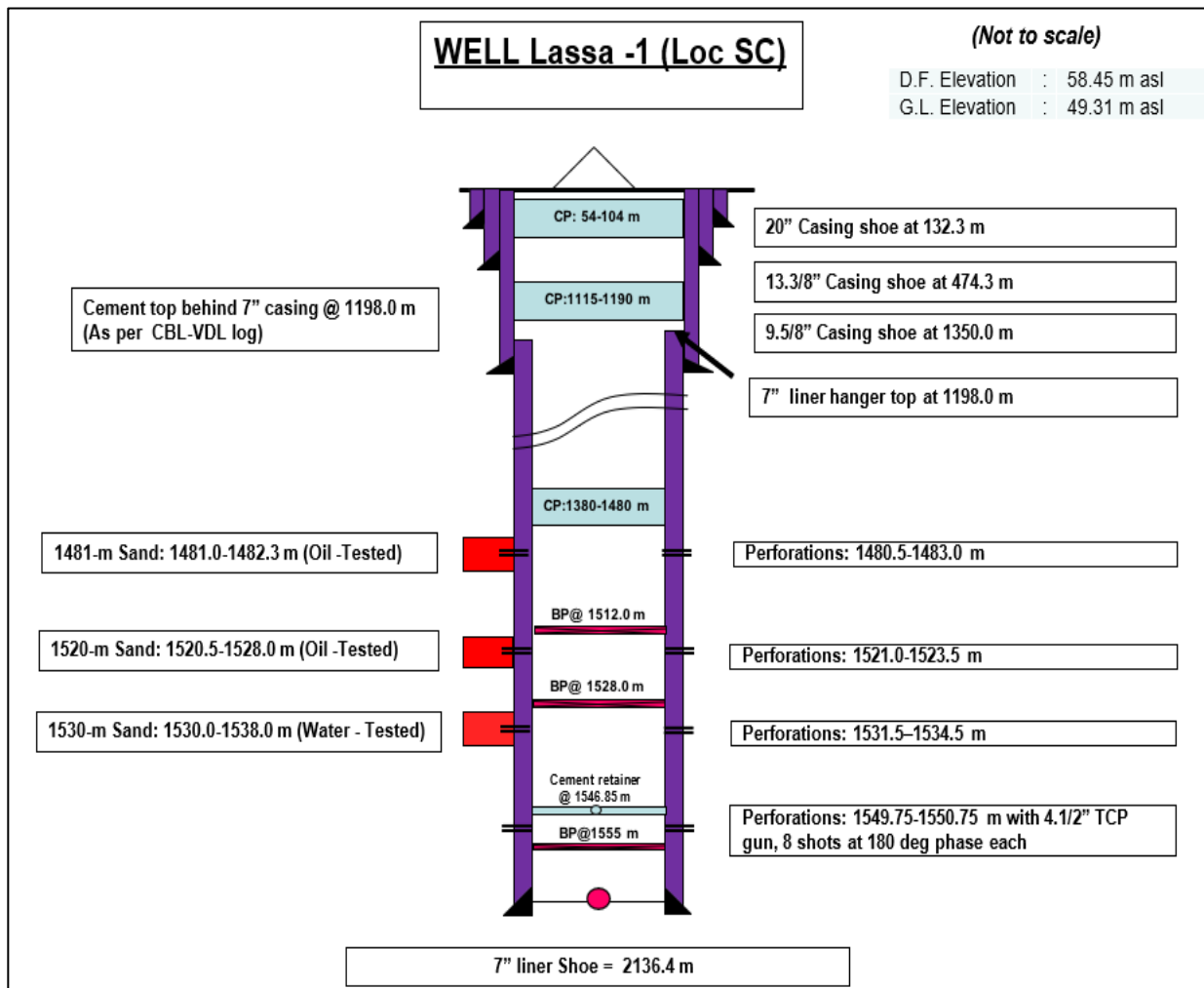
#### **END OF SECTION-I**

**PART-3**  
**SECTION-II**  
**SCOPE OF WORK, TERMS OF REFERENCE AND TECHNICAL SPECIFICATIONS**

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

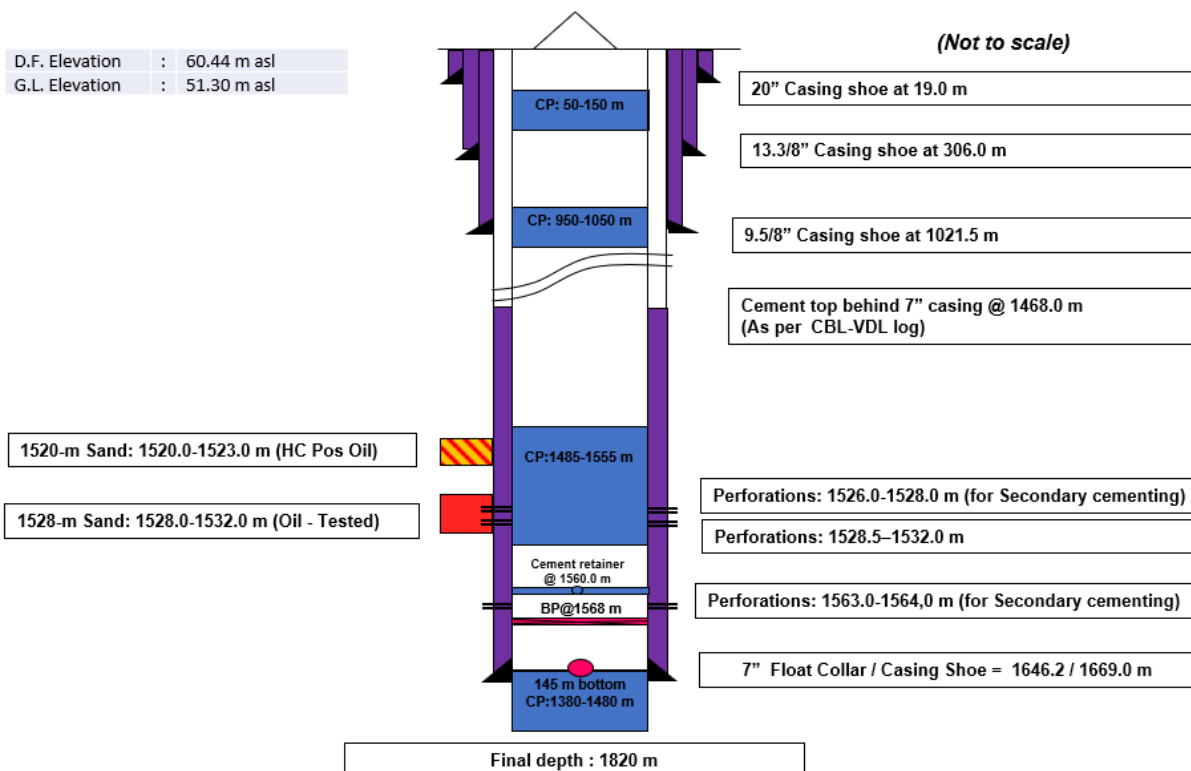
**1. INTRODUCTION:** Oil India Limited (OIL) along with its partner Indian Oil Corporation Limited (IOCL) are going to do Extended Well Testing at its existing locations Lassa1 & Lassa 2 where hydrocarbon was discovered. The extended well testing may be extended to Location E and Location C, if required. In this regard, OIL-GP needs to hire a workover rig.

**2. Well Completion Diagram of the 02 existing wells.**



## WELL Lassa -2 (Loc SD)

|                |               |
|----------------|---------------|
| D.F. Elevation | : 60.44 m asl |
| G.L. Elevation | : 51.30 m asl |



**3. DEFINITION OF WORK:** To provide 01 (One) number of mobile Work-over rig with associated equipment / tools & services on hiring for an initial period of 02 (two) months or till the completion/ abandonment of 2+2 (Four) wells at the same rates, terms, and conditions. The mobile WO rig provided by the contractor will be utilized by Oil India Limited – Gabon Project for work-over operations of straight vertical holes. Well depths are expected to be in the depth range of 1900 - 2700 meters.

**4. WORKOVER JOBS INCLUDING BUT NOT LIMITED TO THE FOLLOWING JOBS:**

- 4.1** Drilling / cleaning cement plug in cased hole with bit by using Mud Motor/Rotary drill string and re-completion of wells.
- 4.2** Milling operations e.g., milling of packers, bottom hole junks, bridge plug, cement retainer and metallic obstructions.
- 4.3** Re-completion of wells with/without Gas Lift valves with hydraulic / mechanical packer inside 7" liner/casing completion wells.
- 4.4** Fishing operations e.g., fishing of swabbing tools, logging tools, tubing, drill pipe, packers, piano wire, scrappers etc. and re-completion of well.
- 4.5** Extension of perforation / re-perforation with / without plugging back and subsequent operation to bring the well into production.
- 4.6** Isolation of zones by setting cement plug/ packers and repairs.
- 4.7** Stimulations – acidization, solvent treatment job etc.

**4.8** Water shut off job e.g., squeezing cement, sodium ortho-silicate polymer solution or any other technique.

**4.9** Surfactant jobs.

**4.10** Other allied miscellaneous work over jobs as may be decided by the company.

**5. SCOPE OF SERVICE:** The successful bidder shall provide rig package along with all necessary equipment and tubulars as listed in this tender document to carryout Work-over operations in accordance with the completion program. The successful bidder shall also always provide spares for the entire rig package with operating crew for uninterrupted progress of work and make available all items mentioned herein ready for use. Apart from this, the bidder shall also supply both 8-1/2" and 6" bits as per indicated in the Price Bid.

**6. PRESENCE OF CO<sub>2</sub> & H<sub>2</sub>S:** Presence of CO<sub>2</sub> & H<sub>2</sub>S in negligible amounts is expected in the wells.

**7. TECHNICAL SPECIFICATION OF RIG PACKAGE TO BE OFFERED BY BIDDER:**  
The successful bidder shall mobilize all necessary equipment and tools for successful and economic completion of the Work-over operation. The necessary technical details & literature of the Rig, tools, and equipment such as Engine, Pump, transmission, Reduction box, Torque Converter etc are to be submitted along with the technical bid.

**8. SPECIFICATIONS OF WORKOVER RIG AND ALL THE EQUIPMENTS/ACCESSORIES TO BE PROVIDED ALONG WITH EACH RIG:**

**8.1 SELF-PROPELLED 400 HP [min] and Maximum 750 HP MOBILE WORK-OVER RIG complete with the following:**

**a) DRAW WORKS:**

- i) Min. Input horsepower rating: 400 hp (298kW) and maximum 750HP (559KW)
- ii) **HOISTING CAPACITY:** 138 Short Tons (125 MT or Tonnes).
- iii) **HYDROMATIC BRAKE:** Water-cooled Hydromatic brake or equivalent, driven by a suitable twin-disc clutch (any make) with independent oil bath chain case to serve as assist brake, with suitable capacity water tank, valves and piping installed on the carrier. Disc brake [shaft mounted] in lieu of hydromatic shall also be acceptable.
- iv) **TWIN STOP DEVICE (CROWN & FLOOR SAVER):** One (1) pneumatically or electronically activated or equivalent Twin-stop Device: Crown Saver to prevent collision between traveling block assembly and the crown block assembly, Floor Saver to prevent collision between the traveling block assembly and the drill floor.

**b) DRILLER'S CONSOLE:** The following instruments should be provided as noted below:

- i) Weight Indicator, Martin Decker or equivalent make with suitable sensor. Should be complete with 6 lines & 8 lines dials for 1" or 1.1/8" (Calibration certificate shall be provided).
- ii) Mud pressure gauges 0-6,000 psi. The mud pressure gauge system should have one (1) gauge for standpipe and one (1) for annulus pressure.

- iii) Suitable recorder for recording hook load.
- iv) SPM indicator for mud pump at driller's console.

**c) MAST**

- i) Two-section Telescoping Mast manufactured & monogrammed as per API Spec 4F, with hydraulic mast tilting & extending systems and automatic locking device to lock the mast into its fully extended operating position.
- ii) Crown block assembly should be complete with sheaves for cat-line, sandline, sheave units for rig tongs, power tong/pipe spinner.
- iii) Clear height (below crown) from the ground: 108-112 feet [Approx.] and it should be sufficient enough to handle double stand of range-2 tubing (3.1/2"xEUE).
- iv) Static hook load capacity: Min 250,000 lbs with 8 lines strung.
- v) Wind load resistance with full set back: Minimum 40 mph (64kmph) without guy lines.
- vi) Minimum 150 Short Ton (136 Tonnes) capacity Crown Block Assembly with adequate no. of sheaves for stringing up 8 lines.
- vii) Mast load & wind guy lines.

**d) SUB-STRUCTURE**

Substructure assembly with provisions for mounting 17.½"/20.½" Rotary Table, manufactured & monogrammed per API Spec 4F.

- i) Floor height adjustable from 10 ft to 14 ft. Fixed heights of 14 ft also acceptable.
- ii) Minimum clear height under Rotary beams: 7 ft (When adjusted at 10 ft height).
- iii) Static Rotary Capacity: 138 tons (276000 lbs).
- iv) Pipe Setback Capacity: 70 tons (140000 lbs).
- v) Combined Static Rotary & Setback Capacity: 416000 lbs.
- vi) Work Floor Dimensions: Min. 15 ft x 15 ft.

- e) **TRAVELLING BLOCK AND HOOK:** 138 tons to 187 tons (125 MT to 170 MT) capacities unitized travelling block & hook assembly with 4 sheaves.
- f) **ROTARY DRIVE:** Rotary drive, for driving 17.½"/20.½" Rotary Table by means of suitable pneumatic clutch drive or equivalent from the rotary counter shaft, with oil bath chain guard and sprocket for rotary table. The static load rating of min. 276000 lbs complete with master bushing.
- g) **SERVICE WINCH:** Hydraulic winch with wire line, tail chain, control valve & hoses installed having bare drum line pull capacity of 5000lbs.
- h) **HYDRAULIC SYSTEM:** Suitable for heavy duty power tubing tong, raising & lowering the mast, and hydraulic winch. May be single or double, hydraulic pumps of suitable capacity, completed with necessary hydraulic circuit and accessories. The system should be capable of operating properly the Telescopic Rams of the Rig for rigging up or down the mast, the hydraulic motor to operate the winch and hydraulic subs. Preferably, the hydraulic pumps should be driven by the PTOs fitted with the Transmission.

- i) **ROTARY TABLE:** Rotary Table with 17.½" / 20.½" opening and static load rating of min 250 tons.
- j) **ROTARY SWIVEL:** Swivel having dead load rating of 150-200 T with 5000 PSI working pressure and complete with bail bumper support, goose neck connection to rotary hose etc. Swivel pin connection should be 3.½" / 4.½" API regular left hand with matching cross-over.
- k) **ELEVATOR LINKS:** 150T Welds less elevator links. The links should be compatible to Travelling block & Hook. One set of extra-long link (preferably 12 ft - 15ft) shall have to be provided by the Contractor for some special operation.
- l) **ROTARY HOSE:** Rotary hose of 2" / 3" ID, 3000 psi working pressure, 50 ft long, conforming to API Spec. 7K with safety clamps at both ends & necessary fittings for connection to stand pipe & swivel goose neck.
- m) **ROTARY KELLY:** Suitable Square/ Hexagonal Kelly compatible to rotary table with Kelly scabbard and matching Kelly bushing capable to work inside 9-5/8" casing & 7" casing / liner. (4-1/4" Square Kelly) with required crossover subs from 4-1/4" to 3-1/2" IF .
- n) **RIG ENGINE:** May be single or double, diesel engine with acoustic enclosure(s) [The acoustic enclosure shall be designed for minimum 25dB (A) insertion loss] capable of transmitting minimum Net horsepower of 400 HP on intermittent duty in total to the draw Works. While calculating HP of the engine (s), the entire load for accessories drive and transmission & other losses shall be taken into account. If twin engines are supplied both the engines or either of the two engines should be capable of transmitting power either to Draw Works depending on load requirement or for road drive.

**Note:** Statutory requirement for SAFETY: (i) All the rotating parts, Belts etc. should be well guarded. (ii) Engine(s) should be equipped with " Emergency Kill" devices by shutting off air supply. This device should be operative from the Driller's Console. (iii) Engine(s) should have two systems for self starting: (a) Electrical starting system during rig movement period and (b) Air starting system during operation period inside the well plinth.

- o) **AIR COMPRESSOR:** Air compressor of required capacity for operating Air starter for the Rig engines and other pneumatic controls. The prime mover engine of the Air compressor will be hand starting or electric starting. The Air compressor shall be mounted on the deck itself in a convenient position. If required, the compressor may be placed on the ground also during operation period by laying down necessary lines for air supply. The air receiver supplied should be hydraulically tested at 1.5 times more than the working pressure. Details of testing report should be provided along with the Rig. Also, date of testing should such as testing date pressure etc to be painted in the air receiver.
- p) **TRANSMISSION:** May be single or double, Torque converter type automatic Transmission with minimum 4 nos. Forward and 1 no. Reverse speed which is/are capable of transmitting minimum 400 HP to the Draw Works.

## 8.2 PUMPS



**(a) WELL SERVICING PUMP:** One Diesel Engine driven well servicing pump set of following specification shall be attached with the Rig. The pumps should be equipped with all the accessories such as re-adjustable safety valve, Pressure gauge, Bleed valve with manifold etc mounted on the pump.

Type: Reciprocating, single acting-triplex or double acting duplex with replaceable liners & plungers / pistons to meet a range of discharge volumes and pressures as per operational requirements.

Discharge Capacity: 250 US GPM against 1000 PSI and 50 US GPM against 5000 PSI (Pump set should be equipped with various speed reduction Gear box to meet these parameters)

Pump Duty: Intermittent service.

Well fluid to be handled:

- (i) Salt solutions: weighted & un-weighted salt solution of KCl, NaCl, Sodium Formate, Potassium Formate of range 63 pcf to 82 pcf (Sp Gravity, 1.01 to 1.32).
- (ii) Other fluids like HSD, LWC, Drilling Mud, Xan-vis, Hi-vis fluid etc.
- (iii) Acid having 10 - 15 % HCl, + 3 - 5 % HF + Water, Fluoroboric acid 8% etc.

Note: (i) Cementation and Acidization jobs are not of regular type. These jobs may be required to carry out as per individual well's completion policy occasionally.

(ii) The prime mover engine should preferably be Air starting.

**(b) SOURCE WATER PUMP SETS:** Existing water well at Lassa 1 (drilled during drilling campaign) may be utilized after necessary servicing. Two (02) nos. source water pumps one running & other standby (preferably Electric motor driven) required to lift underground water from the existing water well at Lassa1, for all workover operation will be required.

(Note: Where source water is not available at well site, successful bidder will have to arrange water on their own)

**(c) PUMP SET for FILTER UNIT & BLENDER UNIT:** A separate pump set of suitable capacity (preferably Electric motor driven) which will be exclusively used for running the Filter unit and Blender unit. The electrical motors and starters/PBSs for centrifugal pumps of filter unit & blender unit shall be as per API RP 505.

**8.3 GENERATING SET:** A diesel Generating set (Twin set one running & one standby) of required KVA power considering all electrical loads which should be noise proof.

#### **8.4 TANKAGES FOR STORING –**

(a) Water Tank: 1 no. : minimum 40kl capacity

(b) For well fluid storing: 2 nos. tanks of minimum 40 KL capacity each, 2 nos. tanks of 22Kl capacity each

- (c) 01 (one) no Acid Tank of 09 KL capacity
- (d) Filtered / Blended solution tank: 1 no. tank 9 KL capacity
- (e) Trip tank 01 (One) no. with accessories like centrifugal pump, line to feed in hole during tripping out with arrangement to fill up tank with workover fluid from mud tank system. Trip Tank level indicator shall also be provided. The electrical motors and starters/PBSs for centrifugal pumps of trip tank shall be suitable for use in hazardous area of Zone-I and gas group IIA & IIB in oil mine and shall conform to IS/IEC/EN: 60079-0:2011 & IS/IEC/EN: 60079-1:2007 or equivalent of Gabon. The bidders shall submit test reports conforming to the above relevant standards from an Indian Government Laboratory or NABL accredited laboratory or IECEx accredited laboratory or ATEX notified body, which is not a part of manufacturer's facility.

#### **8.4.1 Mud/ Workover fluid preparation & mixing facilities:**

- (i) Ramp fitted with mixing hoppers at ramp floor height, ramp area min. 300 sq. ft.
- (ii) Agitators: The electrical motors and starters/PBSs for agitators shall be suitable for use in hazardous area of zone-I and gas group IIA & IIB in oil mine and shall conform to IS/IEC/EN: 60079-0:2011 & IS/IEC/EN: 60079-1:2007 or equivalent of Gabon. The bidders shall submit test reports conforming to the above relevant standards from an Indian Government Laboratory or NABL accredited laboratory or IECEx accredited laboratory or ATEX notified body, which is not a part of manufacturer's facility.
- (iii) Bottoms guns (rotatable).
- (iv) Dedicated pumps for preparation of mixing fluid / chemicals/ mud additives. The electrical motors and starters/PBSs for pumps of chemical mixing hoppers shall be suitable for use in hazardous area of zone-I and gas group IIA & IIB in oil mine and shall conform to IS/IEC/EN: 60079- 0:2011 & IS/IEC/EN: 60079-1:2007. The bidders shall submit test reports conforming to the above relevant standards from an Indian Government Laboratory or NABL accredited laboratory or IECEx accredited laboratory or ATEX notified body, which is not a part of manufacturer's facility.
- (v) Facility must be there to prepare high viscous pill, loss arresting pill quickly to meet the requirement of work-over operation as and when required.
- (vi) Facility for inter tank fluid transfer shall be such that suction can be taken from each tank as well as delivery can also be given to any tank.
- (vii) Facility for taking fluid return during cement cleaning, milling etc.
- (viii) Suitable screen / shale shaker for placing over tank in well return line.
- (ix) Acid tank should have bottom suction facility without dead volume.

**8.5 SUCTION AND DELIVERY SYSTEM:** Suction hose for pump suction lines. From pump delivery manifold suitable bleed line and valve shall be provided. Pump delivery manifold shall have arrangements for hole fill-up line and kill-line connection.

#### **7.5.1 GENERAL NOTE:**

- (i) All the necessary pipes, fittings, valves etc. required to rig up the static and hook up the pumps shall be provided by the Contractor.
- (ii) Any other pipes, fittings, valves etc. which may be required during operation period shall be provided by the Contractor.

- (iii) Adequate length of high-pressure pump delivery lines from Well Killing pump, for placement of pump at recommended distance from wellhead be provided by the Contractor.
- (iv) The approximate number of rig loads required for rig movement should be clearly spelt out in the bid giving details of each load.
- (v) Approximate transportable dimension of one rig load should be confined to 9 M (L) x 3.5 M (W) x 3 M (H).
- (vi) Supply, storage, consumption / regulation of water & fuel at the well sites as well as at the camp site shall be the contractor's responsibility. Any shut down of operation due to non-availability of water and fuel shall be on the contractor's account.
- (vii) Supply of LDO / LWC for mud preparation and for meeting other downhole eventualities will be the contractor's responsibility. The Contractor shall also provide fuel for all of their vehicles and other stationary engines.
- (viii) All sorts of lubricants for day to day operation of various rig equipment shall be supplied by the Contractor. Also, various spares for rig components shall be stocked / supplied by the Contractor.
- (ix) Well Logging Service: All logging requirements as depicted in the Work over programme will be met by OIL through its Wire Line Logging contractors' service.
- (x) Well killing: During well killing, OIL will supervise the operation, the necessary service shall be provided by the Contractor.
- (xi) Cementing Service: All secondary cementing jobs such as cement squeeze/Plug/abandonment will be done by OIL through cementing contract. Cementing Service contractor has also to provide Cement slurry designing as well as supply of cementing chemicals as per slurry design. Required cement formulation test will be carried out by the contractor at their laboratory

**8.6 LIGHTING SYSTEM:** Explosion proof, suitable for hazardous location with adequate lighting at all the important points. Mast lighting system and area lighting system should be provided with proper fixing arrangements, poles etc.

**8.6.1 NOTE: STATUTORY REQUIREMENTS FOR ELECTRICAL ITEMS**

All electrical equipment such as AC motor, starter, pressure switch, cables & conductor fittings, light fittings, Driller Remote Control Panel with all electrical accessories etc should be suitable for use in hazardous area of **Zone-I** and gas group IIA & IIB in oil mine and shall conform to IS/IEC/EN: 60079-0:2011 & IS/IEC/EN: 60079-1:2007 and bidders are to confirm the same while quoting.

The bidders shall submit test reports conforming to the above relevant standards from an Indian Government Laboratory or NABL accredited laboratory or IECEx accredited laboratory or ATEX notified body, which is not a part of manufacturer's facility. Copies of above certificates should be enclosed with the quotation as well as with the supply of materials.

The bidder should ensure that RED AVIATION WARNING LIGHTS on the crown of the mast have been provided as per Aviation Standards.

**8.7 OTHER EQUIPMENT:** Following items but not limited to shall be provided along with the rig package. (All tubulars in range 2 length)

- (a) 4-1/2" OD Drill Pipes x 16.6 PPF x NC46 – 2000M
- (b) 5" OD HWDP x 50ppf x 3" ID x 30 ft long – 02 JTS.
- (c) 3-1/2" OD Drill Pipes x 15.5 PPF x NC38 – 2000M
- (d) 6-1/2" OD Drill Collars x 2.813"ID x NC46 – 02JTS.
- (e) Drill collar: 4.3/4" OD x 2-1/4" ID x NC35 – 02 Nos.
- (f) Mud motor – One no. 4.3/4" OD for 7" Casing: For cement cleaning/ milling purposes. [All time should be ready for operation whenever required with working spares].
- (g) Casing scrapper: 7" [23-29ppf] casing/liner.
- (h) Casing scrapper: 9-5/8" (47ppf).
- (i) Electric motor driven Blender unit: For blending/mixing viscous fluids at Work over well-sites. The blender unit tank should be cylindrical in shape (capacity 4 kl) with electrical motor driven mixer/ agitator. [With a Provision for Hopper connectivity]. The electrical motor and starter/PBS for blender unit shall be suitable for use in hazardous area of **Zone-I** and gas group IIA &IIB in oil mine and shall conform to IS/IEC/EN: 60079-0:2011 & IS/IEC/EN: 60079-1:2007. The bidders shall submit test reports conforming to the above relevant standards from an Indian Government Laboratory or NABL accredited laboratory or IECEx accredited laboratory or ATEX notified body, which is not a part of manufacturer's facility.
- (j) Filtration unit with accessories: For removing up to 2 micron fine solid contaminants from work over fluid so as to minimize damage to the formation. The filtration unit should be compact, skid mounted with motor driven centrifugal pump mounted on the same skid. The electrical motor and starter/PBS for filtration unit shall be suitable for use in hazardous area of **Zone-I** and gas group IIA &IIB in oil mine and shall conform to IS/IEC/EN: 60079-0:2011 & IS/IEC/EN: 60079-1:2007. The bidders shall submit test reports conforming to the above relevant standards from an Indian Government Laboratory or NABL accredited laboratory or IECEx accredited laboratory or ATEX notified body, which is not a part of manufacturer's facility.
- (k) Suitable size bell nipple and flow nipple for making up at the wellhead.
- (l) FOSV for tubing: FOSV for both 4.1/2" x 16.6PPF & 3-1/2" x 15.5PPF Drill Pipes
- (m) Dedicated Skid mounted Well site Chemical Go-down.
- (n) Crew Basha.
- (o) Tool Pusher Office.
- (p) Rig Ware House.
- (q) First Aid Hut.
- (r) Thread dope (Z-50 type) for lubrication of threads.

**8.8 HANDLING TOOLS:** Shall be provided under the rig package [All handling tools (not mentioned elsewhere) required to handle/operate tubular / equipment should be sufficiently available in working condition at site.

- (a) Elevators
  - i. For 3.1/2", 4-1/2" Drill pipes and 5" HWDPs - 2 Nos each.
  - ii. For 4.3/4" and 6-1/2" Drill Collars - 1 No.
  - iii. For 3.1/2" EUE Tubing - 02 Nos.
- (b) Slips
  - i. Rotary Hand Slip for 3.1/2" Tubing, 3.1/2" & 4-1/2" Drill pipes and 5"HWDPs - 2 Nos each.

- ii. Rotary Hand Slip for 4.3/4" & 6-1/2" Drill Collar - 1 No. each.
  - iii. Spider Slip for 3.1/2" Tubing - 1 No.
  - (c) Rig Tongs: Complete sets of Rotary tongs in pairs with 2 sets of extra jaws and replaceable spares of required capacities & sizes to handle the following tubular
    - i. Rig Tong for handling 3.1/2", 4-1/2" and 5" OD Drill pipes & 4.3/4" & 6-1/2" OD drill collars.
    - ii. Tubing tongs for handling 3.1/2" EUE Tubing.
  - (d) Power Tubing Tong: For 3.1/2" tubing.
  - (e) Drill Collar safety clamps: For 4.3/4" & 6-1/2" Drill Collars.
  - (f) Cross-over subs: For various sizes of tubular mentioned above**
    - 1) 4" IF (PIN DWN) – 3-1/2" IF (BOX UP) – 02 Nos.
    - 2) 4" IF (BOX DWN) – 3-1/2" IF (PIN UP) – 02 Nos.
    - 3) 4" IF (PIN DWN) – 4-1/2" IF (BOX UP) – 02 Nos.
    - 4) 4" IF (BOX UP) – 4-1/2" IF (PIN DWN) – 02 Nos.
    - 5) NC 35 (PIN DWN) – 3-1/2" IF (BOX UP) – 02 Nos.
    - 6) NC 35 (BOX UP) – 3-1/2" IF (PIN DWN) – 02 Nos.
    - 7) 3-1/2" IF (PIN DWN) – 3-1/2" EUE (BOX UP) – 02 Nos.
    - 8) BIT SUBS: i) 3-1/2" R (BOX) DWN – NC 35 (BOX) UP – (02) Nos. (ii) 4-1/2" R (BOX) DWN – 4" IF (BOX) UP – (02) Nos.
- [The bidder should provide the cross over subs that may be require other than the above-mentioned ones].
- (g) Tubing Shut-in valve (2" x 5000 psi - suitable for 3.1/2" EUE tubing - 2 Nos.
  - (h) Drill pipe shut in valves for both 3-1/2" and 4-1/2" Drill pipes.
  - (i) Tubing Circulating Head suitable for 3.1/2" EUE tubing: Two nos.
  - (j) Choke and Kill Manifold: One no. Choke and Kill manifold of not less than 5M working pressure fitted with NRV in kill lines.
  - (k) Chicksan Hoses: Flexible steel piping [2" 602 chicksans 10 loops and 2" 602 swivels 10 loops ], 2" size 602 of 6000psi working pr straight pipes of minimum length of 170 feet.
  - (l) Drill pipe wipers for both 4-1/2" and 3-1/2" .
  - (m) Tubing Wiper: with heavy duty frame should be provided.
  - (n) 3.1/2" x 12.95ppf x N-80 x EUE Pup joints of 2ft, 3ft, 6ft and 12ft. – (02) nos. each.
  - (o) Drill pipe pup joints of 5ft, 10ft and 15ft for both (3-1/2" & 4-1/2") size of drill pipes.
  - (p) 2-/8" X 5000 PSI Fange x 602 Hammer Union Connection. – (02) Nos.
  - (q) Bit Breakers: For 6" and 8-1/2" Bits – (01) each.

**8.9 FISHING TOOLS:** All items, mentioned below shall have to be provided by the Contractor:

- (a) Series 150 Bowen or equivalent releasing and circulating overshot suitable for catching 3.1/2" x 12.5ppf x N-80 x EUE tubing (for coupling and body of tubing and tool joint) to operate inside 7" OD (23-29 ppf) Casing / Liner.
- (b) Suitable overshot for operation inside 9-5/8" x 47ppf casing for all sizes of tubulars.
- (c)** Suitable overshot for operation inside 7" x 29 ppf casing for all sizes of tubulars.

**Note for overshot:** Overshot should be complete with standard accessories like top

sub, packer, different sizes (suitable and capable to catch & engage, in case of fishing, tubulars of all sizes to be used and supplied by Bidder as per SoW) of spiral grapple with control, different sizes of basket grapple with control & mill control packer, lock rings, standard guide, oversize guide, extension sub, hook wall guide, etc.

- (d) Suitable size of Flat Bottom/ Junk Mill for operation inside 9-5/8" casing.
- (e) Suitable size of hole magnet/Impression block/RCJB/Junk sub for operation inside 9-5/8" casing.
- (f) Wire line grabs, both internal & external - to catch piano wire fish and sinker bars inside 7" OD (23-29 ppf) Casing / Liner.
- (g) Impression blocks to operate inside 7" OD (29 ppf) Casing / Liner.
- (h) Junk subs [OD 6"] to operate inside 7" OD (29 ppf) Casing / Liner.
- (i) Reverse Circulating Junk Baskets to work inside 7" OD x 29 PPF Casing / Liner.
- (j) Skirted mill with Junk subs to work inside 7" OD x 29 PPF Casing - for dressing fish top etc.
- (k) 5.7/8" Flat Bottom Mill for 7" OD x 29 PPF Casing - for milling Bridge Plug / Retainer Packer etc.
- (l) Peripheral Milling Tool to operate inside 7" OD (29 ppf) casing.
- (m) Bowen or equivalent makes Eutectic Electrodes, Flux etc. - for dressing of Mill.
- (n) String Magnet to work inside 7" OD x 29 PPF Casing.
- (o) Casing roller to work inside 7" OD x 29 PPF Casing.
- (p) Die collar to work inside 7" OD x 29 PPF casing and for fishing operation of different sizes of tubular and tools & equipment (one complete set with connections).
- (q) Rotating and Releasing spear to work inside 7" OD x 29 PPF Casing.
- (r) Washover Shoe to work inside 7" OD x 29 PPF Casing.
- (s) Pilot Mill to work inside 7" OD x 29 PPF Casing.
- (t) Packer Milling and Retrieving Tool for operating inside 7" x 29ppf casing.
- (u) Casing Scraper to work inside 7" OD x 29 PPF Casing.
- (v) Concave Mill to work inside 7" OD x 29 PPF Casing.
- (w) Tapered Mill to work inside 7" OD x 29 PPF Casing.
- (x) Casing Scraper to work inside 9-5/8" OD x 47 PPF Casing.

#### **8.10 BLOW OUT PREVENTER & CHOKE MANIFOLD** [As per applicable API specifications]

1. One Double RAM hydraulic BOP [Cameron/Shaffer/Hydril/ Worldwide Oilfield Machine (WOM) make only] 11" x 5000 psi flanged bottom connection and 11" x 5M studded/flanged top connection, dressed with variable ram of 2-7/8" -5" & blind rams.
2. Change spool/DSAF of 7-1/16" x 5000psi – 11" x 5000psi – 01 no.
3. 2.1/16" x 5,000 psi Choke Manifold with Remote Choke Control Panel and Accessories, should have One (01) adjustable choke, 2.1/16" x 5,000 psi WP, manually operated and Two (02) remote chokes, 2.1/16" x 5,000 psi WP, hydraulically operated as per API spec 16C. – (01) one set.
4. 2-1/16" x 5M – Kill manifold – 01 No as per API spec 16C.
5. 2-1/16" x 5M – HCR valves – (01) Nos.

6. 2-1/16" x 5M – Mechanical Valves – (01) Nos.

Notes:

- i) BOPs should be either brand new or re-certified.
- ii) In case of Brand new BOPs the make should be as enlisted above in the clause no 7.10 (1).
- iii) In case of recertified BOPs, recertification should be done as per OISD RP 174 (2016), following API 16 AR (latest edition) guidelines by an API 16A approved facility having 16A certification for the specific type of BOP. As a proof of recertification bidder should submit the certificate of conformance (COC) as per Annexure-F of API 16 AR (latest edition).
- iv) The COC should not be more than 01(One) year old or the certificate should be valid covering the primary term of contract including extension, if any.

**8.11 BOP CONTROL UNIT:** [As per API Spec. 16D]: One minimum 80 gallon capacity BOP control unit with remote panel and accessories.

**Accumulator:** 08 nos. of 5-gal capacity bladder type accumulators BOP control unit shall be complete with electrical and air operated pressurizing system, with auto pressure switch for both, capable of pressurizing up to 3000 psi. BOP remote control panel with graphic visual display to be placed near to the driller console. All electrical items should be suitable for hazardous area, **Zone-1** gas group IIA & IIB. The electrical motor and starter/PBS for BOP control unit shall be suitable for use in hazardous area of **Zone-I** and gas group IIA & IIB in oil mine and shall conform to IS/IEC/EN: 60079-0:2011 & IS/IEC/EN: 60079-1:2007. The bidders shall submit test reports conforming to the above relevant standards from an Indian Government Laboratory or NABL accredited laboratory or IECEx accredited laboratory or ATEX notified body, which is not a part of manufacturer's facility.

Note:

- 1.0 Portable pressure testing unit & Recorder for pressure testing & recording of high-pressure lines, BOP should be available at site.
- 2.0 All wellhead equipment/ BOP/ BOP control unit should be pressure tested to its rated capacity and should be certified as per API recommended practice.

**8.12 CONSUMMABLES:**

- i. 8-1/2" TCR Bit with nozzles, IADC 117 OR Equivalent for cement cleaning inside 9-5/8" casing – (02) TWO numbers.
- ii. 6" TCR Bit with nozzles, IADC 117 OR Equivalent for cement cleaning inside 7" casing/Liner – (02) two. numbers

**8.13 Welding Machine** - Two set (one set for each rig): Powered by Diesel Engine/Electric transformer with all associated welding and cutting accessories is to be made available at all times at well site against each rig.

**8.14 One no. 40 Ton Crane:** Diesel Hydraulic, Truck mounted, and Telescoping Boom mobile crane of 40 Ton minimum capacity is to be made available at all times at well site for each Rig operations.

**Notes:**

- (i) Any other item/ assembly not incorporated above and needed for meeting the scope of work in the tender should be provided by the contractor.
- (ii) Sufficient stock of all the above items should be kept available at well site for necessary fishing and milling operation without any down time. All the Mills should be preferably new and shall be avoided any dressing etc.
- (iii) The offered Rig package including all Handling, Fishing and Milling tools & equipment, tubular etc. shall have to be manufactured as per relevant API standards (wherever applicable) and also shall have to be completed with NDT inspection, report of which shall have to be submitted prior to mobilization of the Rig package. In case of new items, the NDT inspection is not required.

### **8.15 SAFETY DEVICES**

- (a) Fall Protection Device: An anti-fall coupled with safety harness / belt shall be provided for personnel working on mast while exposed to a fall of 3 meters or greater or climbing unprotected vertical ladder with same exposure.
- (b) Top man's Escape Line & Device: For evacuation of Top Man from racking platform level in case of emergency.
- (c) Portable Gas Detectors: A portable multi gas detector capable of determining/ monitoring level of oxygen, carbon mono oxide, methane & hydrogen sulphide in air should be made available at site.
- (d) All contractor's vehicles should be equipped with Spark arrestors.

Note: All safety equipment are to be in prime working condition and certified / approved by DGMS (India) or concerned authorities of respective countries.

### **8.16 General Statutory requirements for SAFETY NORMS:**

- (a) All the moving / rotating parts like belts, couplings, drive lines etc., of the equipment should be well guarded and painted with red colour.
- (b) SRV of the pumps and air reservoir tanks should be tested regularly and records of such testing should be kept available all the times.
- (c) Proper colour codes as per safety norms should be applied on the high pressure lines, gas lines and water lines.
- (d) Anchoring and grouting of the delivery & bleed lines of the pumps should be done before running the pump.

### **8.17 OTHER SERVICE**

#### **A. TRANSPORTATION SERVICES**

##### **I. OIL's responsibilities:**

1. Transportation of company's personnel and materials/ Equipment (those not attached with the rig) will be company's responsibility.
2. Readiness of approach road to forward location and plinth shall be the responsibility of OIL.

##### **II. Contractor's Responsibilities:**



1. Transportation of contractor's personnel & their material from camp site to well site and between well sites shall be the responsibility of the contractor. All vehicles deployed for this purpose should be in prime condition.
2. All requirements of crane(s), trailers and trucks, during rig up/rig down & inter-location movements are to be provided by the Contractor. The contractor must provide at their cost the sufficient number of load carrying vehicles and cranes so that the inter-location movement is completed without any delay.
3. Any additional requirement of crane(s) for any specific purpose at site during well operation shall also be provided by the Contractor on rental.
4. Rig down / Rig up / transportation / maintenance of Company's materials / items (if any supplied through third party) attached to the rig shall be done by the contractor.
5. The contractor is solely responsible for any damage to existing Electrical infrastructure belonging to third parties viz. state authority, local people etc. resulting from the movement of the contractor's vehicle during ILM. In case of such damage, contractor is fully responsible for repairing of the damaged Electrical infrastructure.

**B. ELECTRICITY:** Generation and supply of electrical power for running the entire operation and for various uses in the camp and well site shall be done by the contractor.

In case statutory authorities issue relevant instructions regarding operation of the Workover rig after the start of operations under this contract, the contractor shall implement such instructions at his own cost.

#### **I. RIG LIGHTING**

1. All lighting fixtures, plug & sockets, junction boxes etc. used in hazardous area shall be explosion proof or increased safety type and shall be suitable for use in hazardous area of **Zone-I** and gas group IIA & IIB in oil mine and shall conform to IS/IEC/EN: 60079-0:2011 & IS/IEC/EN: 60079-1:2007. The bidders shall submit test reports conforming to the above relevant standards from an Indian Government Laboratory or NABL accredited laboratory or IECEx accredited laboratory or ATEX notified body, which is not a part of manufacturer's facility.
2. Lighting cable should be multi core flexible copper cables, 1100 volts grade (armoured or screened), Ethylene propylene rubber (EPR) insulated, CSP/NBR sheathed. All electrical cables shall conform to the provisions stipulated in line with IS-9968 or equivalent read with the latest BHEL specifications (OR12003, OR12002 & OR12005) as the case may be.
3. Power supply to the lighting circuit shall be from phase-to-phase, 230volt, 50Hz (or 60 Hz). Separate lighting transformer of suitable capacity may be used for this purpose.
4. Red flasher type aviation warning lights should be mounted at the mast top. This light shall be operational at all times from the moment the mast is raised and until the mast is finally lowered irrespective of well operation.
5. Minimum illumination levels to be maintained are as follows-
  - # Sub-structure (derrick-floor) - 80 lux
  - # Peripheral/area - 10 lux
  - # Double board - 30 lux

**II. RIG MOTORS:** All rig motors, starters, push button stations, junction boxes used in hazardous area shall be suitable for use in hazardous area of zone-I and gas group IIA & IIB in oil mine and shall conform to IS/IEC/EN: 60079-0:2011 & IS/IEC/EN: 60079-1:2007. The bidders shall submit test reports conforming to the above relevant standards from an Indian Government Laboratory or NABL accredited laboratory or IECEx accredited laboratory or ATEX notified body, which is not a part of manufacturer's facility.

Cable used for motor operation should be multi core flexible copper cables (armoured or screened) of 1100 volts grade, EPR insulated, CSP/NBR sheathed. All electrical cables shall conform to the provisions stipulated in line with IS-9968 or equivalent read with the latest BHEL specifications (OR12003, OR12002 & OR12005) as the case may be.

**III. EARTH LEAKAGE PROTECTION DEVICE:** All out going feeders for motor, lighting etc. shall be provided with earth leakage protection device so as to disconnect the supply instantly at the occurrence of earth fault or leakage current. [Ref: CEA (Measures relating to safety and electric supply) Regulations, 2010; regulation no.42]

**IV. GENERAL CONDITION**

1. All electrical equipment such as motors, light fittings, push button station, plug & sockets, junction boxes, motor starters etc. used in hazardous areas shall be suitable for use in hazardous area of zone-I and gas group IIA & IIB in oil mine and shall conform to IS/IEC/EN: 60079-0:2011 & IS/IEC/EN: 60079-1:2007. The bidders shall submit test reports conforming to the above relevant standards from an Indian Government Laboratory or NABL accredited laboratory or IECEx accredited laboratory or ATEX notified body, which is not a part of manufacturer's facility.
2. The bidder should furnish the following along with the offer:
  - i) Single line power flow diagram showing major equipment viz. Generators, CBs, Busbars, ELRs for feeders, NGR system, Motors, Lighting transformer, Starters etc.
  - ii) Plan layout of electrical equipment used in rig.
  - iii) List of all electrical equipment used in the W.O. rig with test reports conforming to IS/IEC/EN: 60079-0:2011 & IS/IEC/EN: 60079-1:2007 from an Indian Government Laboratory or NABL accredited laboratory or IECEx accredited laboratory or ATEX notified body, which is not a part of manufacturer's facility.

In case of such certificate is not available at the time of submitting the offer, the same shall be submitted prior to commencement of operation. The bidder shall categorically confirm the same in their offer.

- iv) Earthing scheme showing double and distinct earth connections for each equipment along with numbering of earth electrodes.
3. Electrical job precautions shall be adopted in the oil field as specified in the CEA (Measures relating to safety and electric supply) Regulations 2010, Oil Mine Regulation 2017, and DGMS guidelines as amended from time to time.
4. The frame of every electrical equipment viz. generators, motors, transformers, PBS, starters, junction boxes, light fittings, switchboards, PCRs etc. as well as Diesel tanks, Mud tanks, vessels, Work over rig outfit, Bunk houses etc. shall

- be earthed by two separate and distinct connection with earth. [Ref: CEA (Measures relating to safety and electric supply) Regulations, 2010; regulation no.41]
5. Proper insulating mat conforming to IS-15652:2006 shall be provided in front of the electrical panels, switchboards etc. for the safety of operating personnel. [Ref: CEA (Measures relating to safety and electric supply) Regulations, 2010; regulation no.19]
  6. Following tools shall be maintained for electrical jobs –
    - (a) FLP torch
    - (b) Intrinsically safe Insulation Tester
    - (c) Multimeter
    - (d) Earth Tester
    - (e) Safety belt
    - (f) Rubber insulated gloves for electrical purpose
    - (g) Discharge sticks & lamp tester
    - (h) Electrician's Tool Kit
    - (i) Lux meter
  7. Neutral Grounding Resistor (NGR) system: Contractor shall have to provide Neutral Grounding Resistor (NGR) in the incoming power supply. The neutral system should be such that, the earth-fault current shall not be more than 750mA in installations of voltage exceeding 250V and upto 1100V for oil fields. The magnitude of the earth fault current shall be limited to the above value by employing suitably designed restricted neutral system of power supply, provided with fail-safe NGR monitoring systems so as to sense the failure of NGR or open-circuit in neutral circuit.
  8. Lockout and Tagout system shall be provided for electrical panels.
  9. Danger boards/ Danger notices (with skull & bones, designed as per IS:2551) shall be affixed permanently on every motor, generator, transformer, switchboard, starter, junction box etc. [Ref: CEA (Measures relating to safety and electric supply) Regulations,2010; regulation no.18]
  10. Following items shall be affixed / displayed in a conspicuous place –
    - i) Electrical single line power flow diagram.
    - ii) Electrical earthing system schematic.
    - iii) Plan layout of electrical equipment.
    - iv) Electric shock treatment chart.
  11. One commissioning and statutory record register should be maintained by contractor to record the following:
    - i) Specifications/nameplate details including IS/IEC/EN: 60079-1:2007 as per OMR-2017 and subsequent DGMS guidelines for each electrical equipment.
    - ii) Insulation resistance of all motors, generators, cables, distribution board, transformer etc. (in each rig up and monthly).
    - iii) Register for recording earth resistance of all electrodes. (in each rig up and monthly).
    - iv) Register for Test record of ELRs (monthly).
    - v) Schedule -XIII [of CEA (Measures relating to safety and electric supply) Regulations,2010]
    - vi) Electrical isolation/ energization permit.

- vii) Register for flange gap measurement records of FLP equipment (yearly).
- viii) File containing details of Electrical workman permit and Electrical supervisor certificate of competency of electrical personnel.
- ix) Electrical log sheet to maintain records of operational parameters and energy consumption data (every shift).
- x) Illumination survey records.

**C. FIRE FIGHTING AND SAFETY EQUIPMENT/SERVICES:** (As per API wherever applicable)

- i. Safety: Contractor shall observe such safety regulations in accordance with acceptable oilfield practice and applicable Indian Laws. Contractor shall take all measures reasonably necessary to provide safe working conditions and shall exercise due care and caution in preventing fire, explosion and blow out and maintain fire and well control equipment in sound condition at all times. Contractor shall conduct such safety drills, BOP tests, etc. as may be required by company at prescribed intervals.
- ii. Contractor shall provide all necessary firefighting and safety equipment as per laid down practice as specified under OISD - STD - 189 and OMR/Fire Protection System Guidelines of Gabon.

**FIRE FIGHTING EQUIPMENTS:** Firefighting arrangements should as per OISD-189/API RP 14G.

1. Fire Water Flow Rate: - 1750 LPM.
2. Fire Water storage: - 1750 LPM X 30 Min = 52500 Ltrs. (Minimum 52.5 KL).
3. Fire Water Line of minimum 4" size shall be located at a minimum distance of 15 m from the wellhead area.
4. Trailer Fire Pump = Min 1800 LPM @ 7 Kg/cm<sup>2</sup>.
5. Single headed hydrants - 01 Nos.
6. Water-cum-foam Monitor - 01 No. of 1750 LPM Cap.
7. Hose box - 01 Nos.
8. Fire hoses - 04 Nos.
9. Multipurpose nozzle- 03 No.
10. Inline foam eductor- 1 Nos.
11. Foam branch pipe - 1 Nos.
12. Foam compound - minimum 200 lts.
13. Weather-proof facility for storing above items.
14. Fire bell/alarm.
15. Fire Extinguisher –
  - (a) 25 Kg trolley mounted DCP Fire Extinguisher - 02 Nos.
  - (b) 10 Kg DCP extinguishers - 19 Nos.
  - (c) 6.5 Kg CO<sub>2</sub> extinguisher - 08 Nos.
  - (d) Sand drum with Scoop - 05 Nos.
  - (e) Fire Extinguisher Shed - 01 No.

[Contractor shall provide necessary hose, TCP with fittings]

- iii. **First Aid Kit:** An adequate and approved first aid kit should be provided on each rig and should have all medicines as recommended as per Mines Rule 1955, Rule 43(3), Second Schedule.

- iv. **H<sub>2</sub>S Protective kit:** Sufficient H<sub>2</sub>S safety gears should be available at site at all time during workover operation.
- v. Fire protection at well sites shall be the responsibility of the Contractor. Necessary action shall be taken and prior arrangements to be made for providing competent person s trained in the field.
- vi. Documentation, record keeping of all safety practices should be conducted as per international/Indian applicable laws, act, regulations etc, as per standard Oilfield practice and these records should be made available for inspection at any point of time. The H.S.E (Hygiene Safety and Environment) policy as well as emergency procedure manual should be kept at site. Compliance of these shall be the sole responsibility of the contractor.
- vii. Contractor shall have to mobilise 1(one) brand new factory build ambulance with dedicated driver for deployment at well site against each Rig round the clock to meet any emergency situation with all mandatory accessories like stretchers, oxygen cylinders, first aid facilities, etc. The Ambulance facility should comply OMR-2017 requirement. /as per the Law of Gabon.

#### **D. CIVIL WORK INVOLVEMENT**

##### **i. OIL's Responsibility:**

1. Company shall provide foundation for the standard rig equipment including hard standing and cement concreting areas, effluent pit provision etc.
2. Digging of pilot pit & strengthening of effluent pit.
3. Maintenance of approach road during operation.
4. Maintenance of plinth including preparation of proper drainage System as per OIL's standard to evacuate rainwater and mud sludge etc. to effluent pit. Regular jobs at plinth i.e. cutting of small drains/nallah leading to pit, leveling of plinth with Company's civil materials, shall be done by Company.
5. To provide toilets, both for Contractor's personnel and Company's personnel including supply of all the required materials and subsequent dismantling after completion of the well.
6. Sand bagging of adjacent wells. Company shall provide the appropriate barrier of sandbags to the adjacent live wells, located in the same plinth.
7. Enclosure to stop spillage of LWC, HSD etc. in the respective tanks.
8. All grouting required for anchoring guy post & delivery lines including cement and other civil materials.
9. The External guy posts should be anchored with RCC, as per OIL design.
10. Erecting of contractor's Panel fencing in well site with all materials.

- ##### **ii. Contractor's Responsibility:**
- Arrangement of source water for the work over operation will be under Contractor's responsibility. The operation of the water pumps, extraction of water from deep tube well for the rig as well as camp shall be Contractor's responsibility. Supply of water from alternate sources shall be the responsibility of the Contractor, if no water is found at the exact camp or well site.

#### **NOTE TO BIDDERS:**

- i) Bidders to provide Rig Lay out Drawing for the Rig Package along with the bid indicating Safety circle distance.
- ii) Any additional civil work involvement besides the standard indicated plinth area / civil work should be highlighted by the contractor in their technical bid.

#### **E. SECURITY SERVICES:**

Contractor shall be wholly responsible for complete Security of their personnel, their Rig packages, Base Camp and during ILM, operation, transit etc. and arrange suitable & comprehensive Security services accordingly on round the clock basis for their personnel and equipment/ material throughout the tenure of the contract. All security related issues shall be dealt by the Contractor on their own including dealing with Government agencies. The Contractor shall provide pre-fabricated XPM/panel re-usable type fencing, gate in the drill site, camp site etc. Company in no case will be involved in security related issues, relating to Contractor's personnel and equipment/material. Contractor shall also be responsible for the safety and security of Company's personnel, equipment/ material etc. in the well site and camp site.

#### **F. MEDICAL SERVICES:**

Suitable first aid medical services shall be provided by the Contractor round the clock on call 24 hrs a day. The contractor shall make available at all times during the entire Contractual period sufficient quantity of first aid equipment and medicines to meet any emergency.

**G. CAMP AND OTHER ESTABLISHMENT:** Suitable camp facilities for Contractor's personnel including catering services shall be provided by the contractor.

#### **H. COMMUNICATION SYSTEM:**

Suitable communication system like WLL/ Cell phone is to be provided by the contractor. However, OIL will have option to provide the OIL telephone in some locations, if found suitable.

#### **I. PERSONNEL TO BE DEPLOYED**

The Contractor will have to deploy adequate manpower to carry out the required operations. The deployment pattern will be as per the contractor's discretion for all the required services except for the rig operations during Work over & completion phases for which the deployment pattern has to be as per the following norm, for per rig operation, with the indicated key personnel:

| Sl.No. | Key Personnel                  | Classification | Number per location per shift | Working Hours                        |
|--------|--------------------------------|----------------|-------------------------------|--------------------------------------|
| 1      | Rig Manager/Rig Superintendent | N.A.           |                               | On call 24 Hrs (On/Off Duty Pattern) |
| 2      | Tool Pusher                    | N.A.           |                               | 12 Hrs                               |
| 3      | Driller                        | N.A.           |                               | 12 Hrs                               |
| 4      | Asstt. Driller                 | Highly Skilled |                               | 12 Hrs                               |

|    |                                 |                |  |   |
|----|---------------------------------|----------------|--|---|
| 5  | Top Man                         | Skilled        |  | 12 Hrs                                      |
| 6  | Floorman/ Rig Man               | Semi-Skilled   |  | 12 Hrs                                      |
| 7  | Master Mechanic                 | Highly Skilled |  | 12 Hrs                                      |
| 8  | Rig Electrician                 | Skilled        |  | 12 Hrs                                      |
| 9  | HSE Officer                     | N.A.           |  | 12 hrs daytime only and as & when required. |
| 10 | Welder                          | Skilled        |  | 12 hrs daytime only and as & when required. |
| 11 | Heavy Crane Pipe Layer Operator | Skilled        |  | 12 hrs daytime only and as & when required. |
| 12 | Electrical Supervisor           |                |  | 12 hrs daytime only and as & when required. |

## **QUALIFICATION, EXPERIENCE & JOB DESCRIPTION OF KEY PERSONNEL**

### **1. RIG MANAGER / RIG SUPERINTENDENT (RM/RS):**

- (i) Should be engineering degree/diploma holder or equivalent of sound health and have work experience of minimum 3 (three) year as rig manager and 3 (three) years as tool pusher. The candidate must have experience of working in Work Over operations and having working experience in Drilling operations in oil / gas wells may be given priority at the discretion of OIL. Should be conversant with well control methods to take independent decisions in case of well emergencies.
- (ii) The Rig Manager / Rig Superintendent has to be present at station all the times and should report to OIL – Gabon Project office at Libreville as and when asked for to receive instruction/resolving any issue on operational as well as contractual obligation. The RM/RS has to visit well site at regular interval and must be present at well site whenever critical/special jobs are to be performed for well completion.
- (iii) Must possess valid Supervisor level certificate in well control (IWCF) / IADC Well cap (Supervisory Level) and should be conversant with well control methods to take independent decisions in case of well emergencies.

### **2. TOOL PUSHER & NIGHT TOOL PUSHER (TP/NTP):**

- (i) The minimum qualification should be Graduate/Engineering Diploma of any discipline or equivalent and should be capable of writing and speaking English having minimum 3-year experience as Tool Pusher/Night Tool Pusher (for NTP) and three years' experience as driller. Should be of sound health and have work experience in Work Over/Drilling operations in oil/gas wells.

- (ii) Must possess valid Supervisor level certificate in well control (IWCF) / IADC Well cap (Supervisory Level) and should be conversant with well control methods to take independent decisions in case of well emergencies.
- (iii) Should be conversant about mud chemicals & maintenance of mud properties.

### **3. DRILLER:**

- (i) The minimum qualification should be a Diploma in Engineering. /Science graduate or equivalent and should be capable of writing and speaking English. Preferably should be of sound health and have sufficient work experience as Driller in drilling or work over oil/gas wells. He must have 3 (Three) year experience as Driller and 3 (three) years' experience as Assistant Driller.
- (ii) Must possess valid Driller level certificate in well control (IWCF) / IADC Well cap (Driller Level) and should be conversant with well control methods to take independent decisions in case of well emergencies.
- (iii) Should be conversant about mud chemicals & maintenance of mud properties.

### **4. HSE OFFICER:**

- (i) Should be Graduate/ Diploma in Safety / Fire Engineering after completion of HS/PU/I. Sc (10+2). Or equivalent. Must have working experience of 5 years as Safety Officer in Work Over/Drilling Rig in oil/gas wells. Health, Safety & Environment experience includes formation and implementation of HSE policies, Work Site Inspection & hazard Identification, Training of employees, Task risk Assessments, Permit To Work systems, pre job safety meeting, Accident, incident and Near Miss Investigation & analysis, Report making & Record Keeping, Selection of PPEs suitable for work activity & work environment, Work site Inspections & Audits, and Emergency Response Planning & Loss Control programs, taking precaution for pollution control and environmental management. Should have knowledge on ISO, ISRS certifications etc. Should be well trained in H<sub>2</sub>S safety management.
- (ii) Job Description: Duties & responsibilities include safety during work over/drilling site preparation, rig up, rig down & rig move, raising & lowering mast, rig floor operations like making & lowering BHA, cementing job, tripping in /tripping out tubular, safety meeting during crew change, pre job safety meetings, routine inspections & workover rig inspections, preparation of job specific SOP, ERP (Emergency Response Plan), Risk Register, preparation of Job Safety Analysis, Permit to Work systems, investigation & analysis of accidents, incidents & near miss. To follow all guidelines of DGH & DGEPN of Gabon and submit return at specified intervals if required so.
- (iii) Responsible for designating 'Safe Briefing Area' and advising all personnel of the 'current' safe briefing area.
- (iv) Responsible for issuing safety equipment to all personnel arriving at rig and ascertain that all personnel use and maintain this equipment properly.
- (v) Responsible for designating location entrance and exit.

### **5. ASSISTANT DRILLER (AD):**

Must be a Diploma in Engineering / Science Graduate or equivalent with minimum 2 years' experience including 1 year as Assistant Driller in Drilling / Work Over Rig.

**Or,**



Minimum 10+2 pass with minimum 5 years' experience including 2 year as Assistant Driller in Drilling/Work Over Rig.

Note: Must have basic well control knowledge with IADC/IWCF introductory level certificate.

**6. TOPMAN (TM):**

Minimum qualification- Read up to 10+2 /ITI or equivalent with minimum 4 years' experience including 2 years as TM in Work Over/Drilling Rig operation,

**OR,**

Read up to Class -X with minimum 6 years' experience including 2 years as TM in Work Over/Drilling Rig operation.

**7. FLOORMAN (FM)/RIGMAN (RM):**

Minimum qualification - Read up to Class-X or equivalent with minimum 2 years Oil Field experience with 1 year as FM in Work Over/Drilling Rig operation,

**OR,**

Read up to Class-VIII with minimum 3 years Oil Field experience with 1 year as FM in Work Over/Drilling Rig operation.

**8. ROUSTABOUT:**

Minimum qualification - Read up to Class-VIII or equivalent with minimum 1 year Oil Field experience preferably in Work Over/Drilling Rig operation.

**9. MASTER MECHANIC:**

(i) Must be a Diploma in Mechanical /Automobile Engineering or equivalent with minimum 3 (three) years related experience including 1 year as Assistant Mechanic in Work Over/Drilling Rig operation,

**OR,**

ITI in Diesel Mechanic/Fitter/Motor Mechanic or equivalent with minimum 5 (five) years related experience including 2 years as Assistant Mechanic in Work Over/Drilling Rig operation,

(ii) He should have the knowledge of preventive/ breakdown maintenance procedure of the equipment. He should be able to detect the breakdown of outfit engines, pump and other engines at well site and rectify the problems.

**10. RIG ELECTRICIAN:**

(i) The minimum qualification and experience of rig electrician should be Diploma in Electrical Engineering or equivalent

**OR,**

Shall possess a certificate in Electrical Trade, preferably with 2 yrs. course from an Industrial Training Institute.

(ii) Shall have minimum 3 years (for Diploma) or 6 yrs. (for ITI) of experience in the operation and maintenance of electrical equipment in Work Over/Drilling rigs. He should be able to read circuits, communicate, detect and rectify faults.

- (iii) Shall possess valid Electrical Work Permit (with Parts I & II) issued by State Licensing Board/State competent authority/ any authority as applicable in the country of origin.

**11. Electrical Supervisor:**

- (i) Shall have Degree or Diploma in Electrical Engineering or equivalent from a recognized institute or university.
- (ii) Shall have minimum 3 yrs. (for Degree) or 5 yrs (for Diploma) of experience in workover/drilling rigs. He should be confident in independently carrying out the fault-finding analysis, rectification of fault, operation and maintenance of all the electrical items of workover rig.
- (iii) Must possess valid Electrical Supervisor's Certificate of Competency issued by State Licensing Board/State competent authority/any authority as applicable in the country of origin.

**12. WELDER:**

Should be provided along with the welding machine. The welder should have minimum 2 years related experience in working in drilling/ work-over wells and must be conversant of welding of casing and well head accessories. He must possess the certificate of welding trade from any recognized institute (One year course).

**13. HEAVY CRANE / PIPE LAYER OPERATOR:**

Should be provided along with the Crane. The crane operator should have a minimum of 2 years work experience in operating a heavy crane/pipe layer and possess license for driving heavy motor vehicle.

**Note:**

1. On top of the experience of the personnel as listed above, they all should be conversant with BOP drill as per standard oilfield practice.
2. The personnel deployed by the contractor should comply with all the safety norms applicable during operation.
3. Medical Fitness:
  - The Contractor shall ensure that all of the Contractor Personnel shall have had a full medical examination prior to commencement of the operation.
  - A qualified and registered doctor shall conduct all such medical examinations in accordance with accepted medical standards.
4. Training Courses:
  - The Contractor shall ensure that all of the Contractor Personnel performing services hereunder shall have attended all safety and operational training courses such as mines vocational training, IADC certificate course, First Aid training, Fire Fighting training etc. required by applicable law and as is generally consistent with international petroleum industry practice and/or as otherwise required by the Company.
  - The Contractor shall, if requested, forthwith produce valid and current certificates of completion or attendance for the Company's inspection.
5. Personnel should be well versed in firefighting, BOP control, gas testing etc. The appropriate certificates to this effect, issued by any organization involved in Oil &

- Gas business (like OIL & ONGC in India), also should be submitted prior to mobilization.
6. Rig Manager shall be stationed at base office. In case of operational requirement, he shall visit well sites and can leave station only on specific permission of OIL.
  7. Contractor should deploy other personnel at rig site, which shall include drivers, Rig fitters, carpenters warehouse personnel, security men, (both at well site and camp site), power tong operator, services of unskilled labour as and when required for following multiple jobs.
    - Chemical Helper
    - Engineering helper (Additional)
    - Electrical helper
    - Persons on rack during casing job if any.
  8. On/off duty details of rig and associated service personnel should be indicated.
  9. Employment of personnel other than key persons shall be at the discretion of the contractor to run all operations at well site and camp successfully.
  10. The Contractor shall forward the list of personnel deployed in Rig along with bio-data / qualification/ experience / track record of the personnel prior to mobilization of the Rigs with all supporting documents. Any additional manpower deployed by the contractor shall be at the expense of the Contractor.
  11. The age of the key personnel except Rig Manager/Rig superintend should not be more than 50(fifty) years (supporting document to this effect should be submitted). However, OIL deserves the right to accept the personnel of above 50 years with good health conditions.
  12. The contractor shall be responsible for arranging relief of personnel during vacation, statutory off days, sickness etc. entirely at their cost. However, the relief personnel also must have the qualification and experience as indicated above. Contractor shall submit the biodata/ qualification/ experience/ track record of the relief personnel along with recent photographs for OIL's scrutiny. Contractor will have to obtain prior approval from Company for the relief personnel of the contractor.
  13. Company reserves the right to instruct for removal of any Contractor's personnel who in the opinion of Company is technically not competent or not rendering the services faithfully, or due to other reasons. The replacement of such personnel will also be fully at cost of the Contractor and the Contractor shall have to replace this/these personnel within 15 (fifteen) days of such instruction. The replacement personnel must have the requisite qualification and experience as indicated in the contract and their credentials along with recent photographs must be submitted to Company for approval prior to their engagement.
  14. All charges for personnel are included in Day rates. No. separate charges shall be payable for the personnel deployed.

## **END OF SECTION-II**

**PART-3**  
**SECTION-III**  
**SPECIAL TERMS AND CONDITIONS OF CONTRACT (SCC)**

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

**DEFINITIONS:**

Following terms and expression shall have the meaning hereby assigned to them unless the context otherwise requires:

**"Work over Unit"** means work over rig complete with pumps, power packs, and other accessories and equipment as listed in the Contract to perform the service.

**"Associated services"** means equipment and services, means equipment and services, asked for, along with work over unit in this bid document. These include but not limited equipment & services; camp/catering/ medical services, communication, safety & firefighting services, well control services etc.

**"Operating Area"** means those areas in onshore India in which company or its affiliated company may from time to time be entitled to conduct drilling/Work over operations.

**"Operation Base"** means the place or places, onshore, designated as such by company from time to time.

**"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.

**"Company's items"** means the equipment, materials and services, which are to be provided by company at the expense of company and listed in the Contract.

**"Company Representative"** means Installation Manager of the Rig / DGM- Workover Operations wherever defined in this document.

**"Contractor's items"** means the equipment; materials and services, which are to be provided by Contractor or company at the expense of the Contractor which, are listed in section under terms of reference and technical specifications.

**"Contractor's personnel"** means the personnel as mentioned under section terms of reference and technical specification, to be provided by Contractor from time to time to conduct operations hereunder.

**"Commencement Date of Operation"** means the date on which the contractor commences the work over operation at the first well under this contract.

**"Facility"** means and includes all property of Company owned or hired, to be made available for services under this Contract and as described in this agreement which is or will be a part of the Company.

**"Certificate of Completion"** means certificate issued by the Company to the Contractor stating that he has successfully completed the jobs/works assigned to him and submitted all necessary reports as required by the Company.

**"Inter-location movement"** means transferring of complete Workover Unit from present well after demobilization notice is issued by the Company till the start of Workover unit operation at next location.

**"Workover Operation":** Means all operations as generally understood for workover operations in Oil/Gas wells, more particularly all the operations required to be carried out pursuant to this contract.

## **MOBILIZATION:**

The mobilization of the Work over Unit and associated services shall commence on the date of receipt of the 'letter of Award' awarding the Contract or Mobilisation Notice and continue until the complete Work over unit is properly positioned at the first location, rig-up of rig is completed and the Unit is ready for operation.

The mobilization of Workover Unit, equipment, personnel etc. should be completed by Contractor within 120 days from the 'Letter of Award' awarding the Contract or Mobilization Notice. Mobilization of Workover Unit shall be deemed to be completed when Contractor's unit complete with all equipment and manpower are placed at the nominated location in readiness to commence operations as envisaged under the Contract duly certified by the Company's authorized representative.

Company at its discretion may allow to commence the operation without complete mobilization, however necessary deduction for short supplied items will be made as per cost evaluated by OIL.

**Final de-mobilization:** Workover Unit and Personnel as per the scope of work as indicated by OIL shall have to be de-mobilized by the Contractor within 30 (Thirty days) days from the date of issuance of final de-mobilization letter. However, no charges will be payable from the date of issue of the final de-mobilization notice.

Mobilization charges will be payable after the commencement date as certified by the company.

## **10.0 CONTRACTOR'S ITEMS:**

Contractor shall provide contractor's items and personnel to perform the services under the contract as specified in this document.

Contractor shall be responsible for maintaining at his cost adequate stock levels of contractor's items including spares and replenishing them as necessary.

Contractor shall be responsible for the maintenance and repair of all contractors' items and will provide all spare parts, materials, consumables etc. during the entire period of the contractual period.

Contractor will provide full water requirement at rig site and campsite.

Contractor will provide all POL for operation of contractor's equipment both at well-site and campsite at contractor's cost. There shall be no escalation in the day rates throughout the duration of the contract including extension, if any, on account of any price increase in fuel / lubricants.

Contractor will provide electricity at both well-site and campsite for meeting both contractors' as well as company's requirement.

**Zero day rates** will be applicable for shutdown of rig operations on account of inadequate supply of contractor's items, including but not limited to, electricity, lubricants, water and personnel.

## **11.0 CONDUCTING WORK OVER OPERATIONS**

The Contractor shall carry out all operations mentioned hereunder with due diligence in a safe and workmanlike manner and in accordance with accepted international oilfield practices.

Wells shall be completed as specified in the work over program within the depth range of the rig.

The work over Unit and all other equipment and materials to be provided by Contractor shall be in first class working condition.

The work over/ Well testing program provided by company shall primarily include planning of the following:

Well testing program.

Well history with perforation details, BHP etc.

Details of casing string.

Mud hydraulic program.

Cement repair program (if any).

Wire line logging program.

Drill out plug and packers (if any).

Casing repair job.

Gas and water injection program.

Wire line operation including perforation.

Completion of work over shall occur when the well has been killed with Brine/ Mud, carried out all the operations as per well completion policy and initial production testing carried out unless otherwise advised by Company.

Upon completion of a work over well, statement stating that the well has been completed in accordance with the terms of this Contract and signed by the representatives of both Contractor and Company, will be made available to Company.

**Operation of Work over Unit:** Contractor shall be solely responsible for the operation of the Work over Unit including but not limited to supervising rig move operations and positioning and rigging up at designated location as required by Company as well as such operations as may be necessary or desirable for the safety of the Work over Unit.

**Safety:** Contractor shall observe such safety regulations in accordance with acceptable oilfield practice and applicable Indian Laws such as Mines safety rules etc. Contractor shall take all measures reasonably necessary to provide safe working conditions and shall exercise due care & caution in preventing fire, explosion and blow out, and maintain fire-fighting and well control equipment in sound condition at all times. Contractor shall conduct such safety drills, BOP tests etc. as may be required by company at prescribed intervals.

In case Contractor is found non-compliant of HSE laws as required by Company will have the right for directing the contractor to take action to comply with the requirements, and for further non-compliance, the contractor will be penalized. The contractor shall be penalized @5% of the operating day rate for the period of non-compliance.

Contractor shall assist in performing any tests to determine the productivity of any Formation encountered as may be directed by company. Such tests and services may include, but not limited to electric logging, drill stem tests, perforation of casing, acidizing, swabbing, fracturing and acid fracturing.

**Depth Measurement:** Contractor shall at all times be responsible for keeping accurate record of the depth while lowering any string in the hole and record such depth on tally books. OIL shall have the right at any time to check measurements of the string in any manner.

The Contractor will maintain the well fluids in a manner satisfactory to the company. The parameter of the well fluid shall be maintained by the contractor in accordance with specifications and/or formulations set forth by the company.

In the event of any fire or blowout, contractor shall use all reasonable means at his disposal to protect the hole and bring the said fire or blowout under Control.

**Adverse Weather:** Contractor, in consultation with company, shall decide when, in the face of impending adverse weather conditions, to institute precautionary measures in

order to safeguard the well, the well equipment, the Work over Unit and personnel to the fullest possible extent. Contractor and company shall each ensure that their representatives for the time being at well site, will not act unreasonably in the exercise of this clause.

**12.0 AMENDMENTS OF COMPLETION PROGRAMME:** It is agreed that contractor shall carry out work over operations, testing, completions, abandonment, if any, and all other operations, in accordance with the well completion programme to be furnished by OIL, which may be amended from time to time by reasonable modification as OIL deems fit, in accordance with good oil field practices.

**13.0 WELL POLICY:** The well completion programme may vary depending on the actual requirement at and during the time of commencement of the operation. The contractor shall be bound to obey those changes made by OIL from time to time.

#### **14.0 CONTRACTOR'S SPECIAL OBLIGATIONS**

It is expressly understood that contractor is an independent contractor and that neither it nor its employees and its subcontractors are employees or agents of company provided, however, company is authorized to designate its representative, who shall at all times have access to the Work-over Unit, related equipment and materials and all records, for the purposes of observing, inspecting and designating the work to be performed hereunder by contractor. The contractor may treat company's representative at well site as being in charge of all company's and company designated personnel at well site. The company's representative may, amongst other duties, observe, test, check and control implementation of work over, testing programmes, equipment and stock, inspect works performed by contractor or examine records kept at well site by contractor.

Compliance with company's Instructions: Contractor shall comply with all instructions of company consistent with the provision of this Contract, including but not limited to completion programme, well control, safety instructions, confidential nature of information, etc. Such instructions shall, if contractor request, be confirmed in writing by company's representative.

#### **15.0 COMPANY'S SPECIAL OBLIGATIONS:**

Company shall at its cost, provide items and services as shown in this document.

Company shall be responsible at its cost, for maintaining adequate stock levels of its items and replenishing the same as deemed necessary, unless specified to the contrary elsewhere in the contract.

Ingress and Egress at location: Company shall provide contractor requisite certificates for obtaining rights of ingress to egress from the locations, where Workover job is to be done, including any certificate required for permits or licenses for the movement of contractor's personnel. Should such permits/ licenses be delayed because of objections of appropriate authorities in respect of specific Contractor's personnel, such personnel



should be promptly removed from the list by the Contractor and replaced by acceptable personnel. For any stoppage of operations for such delays, no day rate shall be payable.

#### **16.0 LOSS OR DAMAGE TO HOLE:**

16.1 OIL shall be liable for the cost of regaining control of any wild well, blowout, as well as the cost of removal of debris, and indemnify contractor.

16.2 In the event, the well is damaged by dropping of any tool/ tubing/fish or any reason of wilful acts or contractor's gross negligence or other legal fault, contractors' liability shall be to carry out the operations as required for completion of the well to the reasonable satisfaction of company at contractor's cost. The fishing rate will be payable, in the event of Contractor dropping any tool/tubing/fish during the operation. However, the damaged to well is caused due to any reason of wilful acts or contractor's gross negligence or other legal fault, no rate will be payable during the period.

#### **17.0 DAMAGE OR LOSS OF THE WORKOVER UNIT:**

The Contractor shall at all times be solely responsible for any damage to or loss or destruction of the Work over Unit and its other property irrespective of how such loss, damage or destruction is caused, and even if caused by the negligence of the Company and/or his servants, agents, nominees, assignees, Contractors and subcontractor, and Contractor shall hold harmless and indemnify the Company from and against any expenses, loss or claim related to or resulting from such loss, damages or destruction.

If the Work over Unit is declared to be a total loss and/or construed to be total loss, as determined by the applicable insurance coverage, this contract shall terminate in respect of the Work over unit(s) as of the occurrence of the event causing such loss and each party shall thereupon be released of all further obligations hereunder in respect of that Work over unit(s), except for its payment of monies then due or liabilities to be charged in respect of work already done under this contract in respect of that Work over unit(s).

#### **18.0 LOSS OR DAMAGE OF CONTRACTOR'S WORK OVER UNIT OR SUBSURFACE EQUIPMENT**

Except as otherwise specifically provided in the contract, any damage to or loss, of the Drilling/Work over Unit and/or subsurface tools/equipment regardless of the cause or reason for said loss, shall be the loss of the Contractor, its underwriters or insurers. Contractor indemnifies OIL, its Co-licensees and its and their affiliates Companies, Agents, employees, invitees, servants, their underwriters or insurers (other than Contractor's) and their employees, agent any claim whatsoever or responsibility for any damage to or loss of the Drilling/ Work over Unit or any other equipment or property of Contractor or Contractor's sub-contractors furnished or intended for use in the operations herein undertaken.

If the Drilling/Work over Unit or any part thereof or subsurface tools/equipment is lost

or damaged beyond repair or becomes an actual or constructive compromised, arranged loss or is otherwise abandoned, the Contractor shall, if required by OIL or by the laws, regulation or order of Governmental Authorities or Agency remove the Drilling/Work over Unit from operating areas to the satisfaction of the OIL. If the contractor unreasonably delays in removing the Drilling/ Work over Unit or any part thereof, the OIL may remove it and the contractor shall indemnify and reimburse OIL for all cost and expenses incurred by OIL in connection therewith. Any expense incurred by OIL in connection with or for locating the area/price of such loss/damage and/or ascertain whether such loss/ damage has resulted in any pollution or not, shall also be reimbursed by the Contractor to OIL.

**19.0 OIL'S EQUIPMENT:** Contractor shall assume the risk of and shall be solely responsible for, damage to and loss or destruction of materials and equipment or supplies furnished by OIL. In case there is a loss or damage to OIL's equipment for causes attributable to contractor, the contractor shall compensate OIL.

**20.0 BLOWOUT OR CRATER:** In the event any well, while carrying out work over operation hereunder, shall blowout or crater due to negligence of contractor, contractor will bear the entire cost and expenses of killing the well or otherwise bringing the well under control and shall indemnify and hold company harmless in this regard. This provision is not to be interpreted as company assuming any liability for loss of property, damages, loss of life or injuries caused by such a blowout, except as otherwise provided under the terms and conditions of the contract.

**21.0 USE OF CONTRACTOR'S EQUIPMENT:** Company shall have the right to use the drilling / Work over unit and the entire contractor's equipment provided under the contract during such times as company or both company and the contractor are engaged in bringing the well under control.

**22.0 OIL'S EQUIPMENT:** Contractor shall assume the risk of and shall be solely responsible for, damage to and loss or destruction of materials and equipment or supplies furnished by OIL. In case there is a loss or damage to OIL's equipment for causes attributable to contractor, the contractor shall compensate OIL.

**23.0 POLLUTION AND CONTAMINATION:** Notwithstanding anything to the contrary contained herein, it is agreed that the responsibility and liability for pollution or contamination shall be as follows:

Contractor shall assume all responsibility and liability for cleaning up and removal of pollution or contamination which originates above the surface from spills of fuels, lubricants, motor oils, pipe dope, paints, solvents and garbage wholly in Contractor's possession and control and/or directly associated with Contractor's equipment and facilities, caused, and that originating from normal water base drilling fluid and drill cuttings.

Contractor shall assume all responsibility and liability for all pollution or contamination(attributable to the contractor), howsoever caused including control and removal of same, which may occur during the term of or arising out of this contract and shall indemnify company from and against all claims, demands and causes of

action of every kind and character arising from said pollution or contamination, including but not limited to that which may result from fire, blowout, cratering seepage or any other uncontrolled flow of oil, gas, water or other substance, as well as the use or disposal of oil base mud.

In the event a third party commits an act of omission which results in pollution or contamination for which either the contractor or company, by whom such party is performing work is held to be legally liable, the responsibility shall be considered as between Contractor and company, regardless of the party for whom the job was performed and bidders liability will be limited to effluent collection point only.

Contractor shall assume all responsibility and liability for erection/ installation and efficient operation of the mobile Effluent Treatment Plant, dismantling prior to ILM for next location and maintaining the sample analysis report for both solid and liquid output conforming to standard of SPCB.

In the event effluent / waste pit provided by the company, getting filled up in the normal course which can be prevented by contractor, the same shall be emptied completely or partially by the contractor using disposal pumps, to avoid overflow in the neighbouring areas or alternatively the company will provide additional pits at its cost. In case pits so constructed have seepage from the walls of the pit or bund of the pit, company will take remedial action to prevent the same at its cost.

Contractor shall be responsible for any sound/noise pollution arising out of the Rig package or other items used by the Contractor at well site. Contractor shall sort out the noise/sound pollution with the third party either by minimizing sound/noise pollution with technological means or by compensating the affected people practicing the system and procedure followed by OIL. Contractor must ensure that there is no disruption of operation due to sound/noise pollutions.

24.0 Deleted.

**25.0 CONFIDENTIALITY:** Contractor agrees to be bound by professional secrecy and undertake to keep confidential any information obtained during the conduct of drilling/Workover operations, including, but not limited to, formations penetrated, results of coring, testing and surveying of the well. And to take all-reasonable steps to ensure the contractor's personnel likewise keep such information confidential.

This obligation shall keep in force even after the termination date and until such information will be disclosed by company.

Contractor shall handover to company all company's documents or drafts concerning operations carried out and which are still in its possession before transferring the Unit to another sphere.

Contractor shall forbid access to the Workover Unit to any people not involved in operations or not authorized by the company to have access to the Workover Unit, however, this provision is not applicable to any Government and/or police

representative on duty.

**26.0 RIGHTS AND PRIVILEGES OF COMPANY:** Company shall be entitled:

26.1 To check the Contractor's items before the commencement Date. If they are not found in good order or do not meet specifications as per Section II or in case of non-availability of some of the Contractor's items listed therein, the contractor may not be allowed for commencement until the contractor has remedied such default.

To change the drilling locations, programme, mud programme, well depths to complete or abandon any well at any time.

To approve the choice of sub-contractors for any essential third party contract, concerning materials, equipment, personnel and services to be rendered by contractor. Sub-contract may be entered into by contractor only after Company's approval.

To check, at all times, contractor's stock level, to inspect contractor's equipment and request for renovation or replacement thereof, if found in unsatisfactory condition or not conforming to regulations or specifications.

To order suspension of operations while and whenever:

Contractor's personnel is deemed by company to be not satisfactory, or

Contractor's equipment does not conform to regulations or to the specifications laid down in the Contract.

Contractor's equipment and practices turns into a danger to personnel on or around the rig or to the well, or

Contractor's insurance in connection with the operations hereunder is found by company not to conform with the requirements set forth in the contract.

Contractor fails to meet any of the provisions in the contract.

Any shortage in key/additional (compulsory) personnel and inadequacy of other personnel.

To reduce the rates reasonably, at which payments shall be made if the contractor is allowed to continue the operation despite having certain deficiency in meeting the requirements as per provision in the contract.

**27.0 EMERGENCY:**

27.1 Without prejudice to clause 18.0 hereof company shall be entitled in emergency (the existence of which shall be determined by company) at its own discretion, to take over the operations of the Workover unit, direct contractor's personnel in the event that company's interest will demand so. In such case, company will notify contractor of its

action and within three (3) days confirm such notice in writing, setting forth the reasons for its action.

27.2 In such event, company shall pay contractor in accordance with the terms of the contract as if contractor was carrying out the operations.

27.3 All operations so conducted shall remain at the risk of contractor to the extent contractor is covered by insurance. When the well has been completed or when the conduct of the operations has been returned to the contractor, the equipment shall again be put at contractor's disposal in the same condition as at the time the operations were taken over by company, taking into account normal wear and tear and any inherent defects at the time of taking over by the company.

28.0 HEADINGS: The headings of the clauses of the contract are for convenience only and shall not be used to interpret the provisions hereof.

29.0 DEFICIENCY: In the event of the contractor failure to strictly adhere in providing the minimum requirements of key personnel as set out in Section II, Clause 7.18, N, the penalty shall be levied at the following rates.

| FAILURE  | PENALTY   |
|--|---|
| Failure to provide Rig Manager and tool pusher / Tour Pusher                         | At the rate of 5% of the operating day rate for the period of non-availability of the Rig Manager/Tour/Tool Pusher separately in each case.           |
| Failure to provide Driller/HSE Officer and Asstt. Driller.                           | At the rate of 3% of the operating day rate for the period of non-availability of the Driller/HSE Officer and Asstt. Driller separately in each case. |
| Failure to provide other key personnel excepting those mentioned in 'a' & 'b' above. | At the rate of 3% of the operating day rate for the period of non-availability of each key personnel excepting those mentioned in 'a' & 'b' above.    |

**NOTE:**

The above penalty rates are applicable for the first five days. In case more than one key personnel are not available at a time, penalties applicable for such personnel will be levied simultaneously.

Beyond 5 days, the penalty will be levied at double the rates mentioned above for each day for non-availability of any key personnel.

Contractor will be paid for zero rate if operation is suspended for non- availability of key personnel.

**30.0 INTER-LOCATION RIG MOVE STANDARD**

30.1 Rig movement time from one location to other is 10 days.

### 31.0 **PREVENTION OF FIRE AND BLOWOUTS**

31.1 Contractor shall maintain all well control equipment in good condition at all times and shall take all possible steps to control and prevent the fire and blowouts to protect the hole. The Contractor shall be responsible for taking all preventive and corrective measures for initial control of kick, inflow, fire and blowouts. After initial control of well, Contractor shall inform the Company's Representative about the well condition and finally well shall be killed after mutual discussion with Company's representative.

31.2 Contractor shall test the BOPs by making pressure test atleast once in every 7 days or such time as instructed by the Company Representative. However, the testing procedure and frequency must comply with the Mines Rule. Contractor shall record results of all such tests in the daily work over report.

32.0 **DISCIPLINE:** The Contractor shall maintain strict discipline and good order among their respective employees and their respective Sub-contractors, if any, and shall abide by and conform to all rules and regulations promulgated by the Company and Contractor governing the operations at the assigned worksites. Should the Company feel with just cause that the conduct of any of the Contractor's personnel is detrimental to Company's interests; the Company shall notify Contractor in writing the reasons for requesting removal of such personnel. The Contractor shall remove and replace such employees at their expense within 7 days from the time of such instruction given by the Company.

### 33.0 **EFFLUENT PIT BUNDS:**

Regular checks are to be made to ensure that there are no leakage/seepage/overflow of effluents from the pit into the surrounding areas.

The bunds/walls of the effluent pit are to be checked by Contractor for any breaches during the operation. Any imminent breach of effluent bunds and walls shall be informed by Contractor to Company's representative in time for taking corrective measures. In the event of any damages to the effluent pit and its bunds and walls including the surrounding area due to delayed information by Contractor to Company, Contractor shall be responsible.

34.0 **COLLECTION OF USED/ BURNT LUBE OIL:** The used lube oils are to be collected separately in drums. Floating burnt oil, if any, in the effluent pit has to be lifted and collected into drums immediately.

35.0 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.

36.0 Labour Law and Minimum wage act as per Law of Gabon.

39.0 **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.

#### 40.0 **WATER MANAGEMENT:**

Strict control has to be made in on the use of water. Wastage of water increases the effluent volume in the pit and may aggravate pollution problems.

The valves, glands, hoses etc. are to be checked for any leakage and the same to be informed immediately to the concerned for rectification.

Arrangements have to be made for pumping effluents into the nearest dry pit in case of emergency.

#### 41.0 **RECORD OF PERSONNEL PROTECTIVE EQUIPMENT (PPE):**

Contractor shall issue PPE regularly to its personnel and a register shall be maintained at well site with endorsement by employee and indicating date of issue/ replacement etc.

However, when a PPE is damaged during its legitimate use, it shall be immediately replaced by the contractor.

Depending upon the risk, suitable protective equipment including eye protectors, ear protection, gloves and aprons.

Contractor shall at all times maintain a sufficient stock of PPE in order to ensure immediate supply as and when need for the same arises.

#### 42.0 Ministry of Environment & Forest GUIDELINES:

As per Law of Gabon.

#### 43.0 **GENERAL HSE POINTS:**

43.1 The Contractor shall be solely responsible to comply all the statutory norms as applicable while executing the job. 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 of the district of that state 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 of all HSE laws by the sub-contractors. It will be the responsibility of the Contractor/his Supervisor/representative to ensure strict adherence to all HSE measures and statutory Rules during operation in OIL's installations and safety of workers engaged by him. The crew members will not refuse to follow any instruction given by representative of OIL.

43.2 The Contractor engaged for any electrical installation, maintenance, repairs etc., should possess a valid electrical Contractor license issued by the State Electricity Licensing Board and engage adequate number of competent electrical personnel. All the Competent persons shall have appropriate Work Permit/ Supervisory License issued by State Electricity Licensing Board. It shall be included in Terms and Conditions of contract agreement/NIT (Notice Inviting Tender) and shall be ensured by the OIL Engineer in charge.

43.3 The Contractor shall ensure complete safety of the personnel engaged by him, and of all the equipment, they will handle and must take full responsibility for their safety.

43.4 Contractor's arrangements for health and safety management shall be consistent with those for the company (OIL).

43.5 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.

43.6 The Contractor should frame a mutually agreed bridging document between OIL & the Contractor for all issues not envisaged under the terms and conditions of the contract with the roles and responsibilities clearly defined.

43.7 Statutory forms to be maintained in respect to Mines Act, as per Law of Gabon

43.8 The Contractor, wherever applicable, shall obtain necessary hazardous waste authorization from the Stat Pollution Control Board for storage, handling and disposal of hazardous waste.

43.9 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.

44.0 HSE POLICY: The contractor shall forward HSE policy to the Company along with the bid. On award of contract, the contractor shall submit comprehensive HSE manual & procedure and HSE plan for approval of OIL.

45.0 EMERGENCY RESPONSE PLAN: The contractor shall maintain Rig Specific Emergency Response Plan (ERP) for onsite. The contractor shall also maintain risk register.

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



## **PART-3**

### **SECTION-IV SCHEDULE OF RATES & QUANTITY**

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 and all “DAY RATE” charges shall be payable after prorating to the nearest quarter of an hour. Commercial evaluation of Bids to establish inter-se-ranking of all technically qualified bidders will be done based on the rates/charges quoted in PROFORMA-B only:

#### **AA: FOR RIG SERVICE:**

The bidders must quote the following rates in their priced bids considering the following. The payment shall be made for the actual work done and all “DAY RATE” charges shall be payable after prorating to nearest quarter of an hour.

#### **1.0 MOBILIZATION CHARGES (LUMP SUM): (MOB)**

- (a) Mobilization charges should include mobilization of complete Workover Rig Package, together with all associated equipment/accessories, Tools, materials (spares & consumables, etc.) and manpower as mentioned in clause No:8.6 of **Section-II (PART-3)** “Scope of Work/Terms of Reference / Technical Specification”.
- (b) Mobilization charges should cover all local and foreign costs to be incurred by the Contractors to mobilize entire equipment of rig package, stores and crew at the first drilling location and shall include all local taxes & duties including Entry Tax, Port fees, inland transport/freight, transit insurance etc., but excluding Customs duty on the items declared in Proforma – A.
- (c) Mobilization charges shall be payable only when the entire Rig package, all materials, equipment and crew and other associated services are mobilized at site and the well is actually spud-in under the Contract at the first drilling location and duly certified by Company Representative.
- (d) The Mobilization charges should not exceed **20%** of the estimated total Contract value including Mobilisation Charges

## **2.0 DEMOBILIZATION CHARGES (LUMP SUM): (DMOB)**

- (a) Demobilization charges for the complete Rig package and manpower shall be quoted on lump sum basis and shall include all charges for demobilization of the complete Rig package, unutilized spares & consumables and manpower.
- (b) All charges connected with demobilization including all fees, taxes, insurance, freight on export outside Gabon or to any other place will be to Contractor's account.
- (c) Demobilization charges shall be paid one time to the Contractor for demobilizing the complete rig package including Tools / Equipment / Spare / Accessories etc. after successful completion of all contractual obligations/ termination of the Contract including Re-export.
- (d) All Day Rate/Charges of the Rig package/operation shall cease to exist with effect from the date and time or event as specified by Company in the demobilization notice. No charges whatsoever will be payable thereafter.
- (e) The De-Mobilization Charges shall not be lower than 2% of the total evaluated Contract value.

## **3.0 OPERATING DAY RATE (Per 24 Hrs. day): (ODR)**

Except when especially otherwise provided for in the Contract, the Operating Day Rate will become payable, from the time the well is spud-in until the rig is released for inter location movement (or on de-hiring), and during but not limited to the following operations:

The Operating Day rate will become payable from the time the Rig is rigged up and made ready for killing the well, until the rig is released for movement to the next location during the following operations:

- (a) Tripping with Contractor's/ Operator's drill pipes/ tubings.
- (b) Circulating with kill fluid
- (c) Making up and breaking down drill pipes, drill collars tubing and other tubulars
- (d) Drilling out/ Clean out cement, Bridge Plug, Collar and Shoe
- (e) Milling/ Cleaning jobs with Mud Motor
- (f) Fishing operations
- (g) Casing running-in/ Pulling-out and cementation
- (h) Mixing or conditioning mud with Contractor's drill pipe in the hole.
- (i) Swabbing operations
- (j) Retrieving casing
- (k) Any other operations as required for well completion
- (l) Assembling and dis-assembling of BOP and well head hook-up

**NOTE:** Bidder to quote Operating Day Rate (ODR) inclusive of fuel cost which must comprise transportation cost of fuel from source to operation site and all applicable taxes on fuel.

## **4.0 STANDBY DAY RATE (Per 24 Hrs. day): (SDR)**

Except where otherwise provided for in the Contract, the Standby Day Rate will be payable under the following conditions:

- (i) Waiting on cement
- (ii) Electric logging and wire line operations (both open and cased hole)
- (iii) Production testing
- (iv) Waiting on order
- (v) Waiting on Company's equipment, materials and services.
- (vi) For all time during which the Company at its option may suspend operations.
- (vii) Waiting for daylight for certain production testing operation.

**Note:** Standby Day Rate shall not exceed **85%** of the Operating Day Rate.

**5.0 REPAIR DAY RATE (Per 24 Hrs. day): (RDR)**

- (i) The Repair Day Rate shall be payable when operations are suspended due to break-down or repair of Contractor's equipment.
- (ii) The Contractor shall be paid Repair Day Rate to a maximum of 30 (Thirty) cumulative hours per calendar month or in an average one hour per day. Beyond the aforesaid 30 (Thirty) hours, no Day Rate will be payable until operations are resumed, at which time the applicable rate shall again come into force.
- (iii) This clause shall, however, not be applicable for routine inspections/ lubrications and replacements, e.g. changing swivel packing, slipping or cutting block line, changing pump valve assemblies, packing, etc. During this period, Operating Day Rate to a maximum of 30 (Thirty) cumulative hours in a calendar month or proportionally part thereof in case of fraction of a calendar month will be applicable, beyond which repair day rate shall prevail.
- (iv) Payment towards Repair Day Rate shall not exceed **50%** of the Operating Day Rate.
- (v) The balance allowance for repair hours or routine maintenance cannot be carried forward to next month.

**6.0 INTER LOCATION MOVEMENT RATE [LUMP SUM]: (ILM)**

- (a) Inter-location movement will start from the moment the Company releases the drilling unit for rig down at previous location and shall end after the rig up at next location is completed and the well is spud-in. Rig & all materials including the additional and optional items, if any, are to be transferred to next location after rig down. Before spud-in, the Contractor shall complete all jobs, including, but not limited to, rig up of service lines, block, hook etc., drilling and setting scabbards of mouse & rat hole, compliance/ rectification to meet safety norms and any other job normally done prior to spud-in.
- (b) Inter-location movement of Rig package and base camp should be completed within a period of ten (10) days but shall be extended, in case of Force Majeure, by the period for which the Force

Majeure conditions last.

- (c) The Inter location movement operation will include the clearing of the drilling location off all materials, rig parts and made free from all pollutants for restoration of the drill-site.
- (d) No Day Rate will be payable when inter-location move rate is applicable during ILM.
- (e) Lump Sum charges shall be payable during the period of Inter Location Movement which includes all fees, duties, taxes, insurance, freight.

**7.0 FORCE MAJEURE DAY RATE (Per 24 Hrs. day): (FMDR)**

- (a) The Force Majeure Day Rate shall be payable during the first 15 (fifteen) days period of Force Majeure. No payment shall accrue to the Contractor beyond the first 15 (fifteen) days period unless mutually agreed upon.
- (b) Payment towards Force Majeure Day Rate shall not exceed 50% of Operating Day Rate.

**Note: Force Majeure Rate shall not be considered for bid evaluation.**

**8.0 BASE CAMP SHIFT CHARGE (LUMP SUM): (BCM)**

The Contractor shall be paid for shifting of Base Camp from first location to the second location on lump sum basis. No additional charge is payable to the Contractor for setting up Base Camp in the second location.

**9.0 STACK DAY RATE: (STDR)**

The Stack Day Rate shall be payable when the Drilling Unit and other Contractor's Equipment is stacked as set out below:

- i) If Company notifies the Contractor that the Drilling Unit is to be stacked at its current location, the Standby Day Rate shall apply for the first 5 (five) days from the time of such notification and Stack Day Rate shall apply thereafter. Stack Day Rate shall apply until such time as the Drilling Unit is ready to recommence Drilling Operations after the notification from Company to commence the operations.
- ii) If Company notifies the Contractor to stack the Drilling Unit at a different location; the Stack Day Rate shall apply from the time that the Drilling Unit arrives at the stacking site. Inter Location Move rate shall apply during the period that the Drilling Unit is being moved to/ from the stacking site.
- iii) Payment towards Stack Day Rate shall not exceed 50 % of Operating Day Rate.

**Note: The Stack Rate as mentioned above shall not be considered for bid evaluation.**

**10.0 GENERAL NOTE:**

- i) Bidder should submit the list of items with CIF value to be imported

into Gabon in connection with execution of this contract as per **Proforma- A**.

- ii) From the Proforma- A, bidder should identify the items of re-exportable in nature (i.e. items which will not be consumed during the execution of the contract and required to be exported outside Gabon after completion of the contract). Total CIF value of such items should be shown in the “PRICE FORMAT” as CIF (RE-EX).
- iii) Similarly from the Proforma-A, bidder should identify the items of consumable in nature (i.e. items which will be consumed during the execution of the contract). Total CIF value of such items should be shown in the “PRICE FORMAT” as CIF (CONSUMABLES).

## 11.0 SCHEDULE OF QUANTITY & RATES :

The estimated quantities, Units of measurement (Unit) for the services against this tender are shown below and bidders are requested to offer their rates in **Proforma- B** enclosed at the end of the tender documents which is to be submitted in a separate sealed envelope as Price Bid.

| SL. NO.  | PARTICULARS  | UNIT    | TENDER QTY. | RATE | AMOUNT        |
|----------|--|---------|-------------|------|---------------|
|          |  | (a)     | (b)         |      | (d)=(b) x (c) |
| <b>A</b> | <b>MOBILIZATION CHARGES (MOB):</b>   |         |             |      |               |
| 1        | Mobilization charges of Rig Package, equipment associated services, and personnel. | LUMPSUM | 1           |      | A1            |
| 2        | Mobilization charges of Base Camp facility .                                       | LUMPSUM | 1           |      | A2            |
|          | <b>TOTAL MOBILIZATION CHARGES (MOB):</b>   |         |             |      | <b>A+A2</b>   |
| <b>B</b> | <b>DE-MOBILIZATION CHARGES (DMOB):</b>   |         |             |      |               |
| 1        | De-Mobilization charges of Rig Package, equipment associated services, and         | LUMPSUM | 1           |      | B1            |

|          |   |             |   |  |              |
|----------|---|-------------|---|--|--------------|
|          | personnel.  |             |   |  |              |
| 2        | Demobilization charges of Base Camp facility .  | LUMPSU<br>M | 1 |  | B2           |
|          | <b>TOTAL DE-MOBILIZATION CHARGES (DMOB):</b>  |             |   |  | <b>B1+B2</b> |
| <b>C</b> | <b>INTER LOCATION MOVEMENT (ILM):</b>   |             |   |  |              |
| 1        | Inter Location Movement [ILM] charges of Rig Package including equipment, associated services and personnel. Movement up to 25 KM | LUMPSU<br>M | 1 |  | C1           |
| 2        | Inter Location Movement [ILM] charges of Camp Service   | LUMPSU<br>M | 1 |  | C2           |
|          | <b>TOTAL INTER LOCATION MOVEMENT CHARGES (ILM):</b>   |             |   |  | <b>C1+C2</b> |
| <b>D</b> | <b>TANGIBLE COST (TAN):</b>   |             |   |  |              |
|          | <b>BIT COST:</b>  |             |   |  |              |
| 1        | 8-1/2" TCR Bit with nozzles, IADC 117 OR Equivalent for cement cleaning inside 9-5/8" casing                                      | NO          | 2 |  | D1           |
| 2        | 6" TCR Bit with nozzles, IADC 117 OR  | NO          | 2 |  | D2           |

|          |   |     |    |  |              |
|----------|---|-----|----|--|--------------|
|          | Equivalent for cement cleaning inside 7" casing/Liner   |     |    |  |              |
|          | <b>TOTAL TANGIBLE COST (TAN):</b>   |     |    |  | <b>D1+D2</b> |
| <b>E</b> | <b>OPERATION DAY RATE: (ODR)</b>  |     |    |  |              |
|          | <b>RIG UNIT &amp; ASSOCIATED SERVICES:</b>  |     |    |  |              |
| 1        | Operating Day rate for Workover Rig Package, associated services, and personnel including Fuel Charge | DAY | 60 |  | E1           |
|          | BASE CAMP:  |     |    |  |              |
| 2        | Operating Day rate for Base camp management including catering services & fuel for gen-set.           | DAY | 90 |  | E2           |
|          | <b>TOTAL OPERATIONAL DAY RATE (ODR):</b>  |     |    |  | <b>E1+E2</b> |
|          |   |     |    |  |              |
| <b>F</b> | <b>STANDBY DAY RATE (SDR):</b>  |     |    |  |              |
|          | <b>RIG UNIT &amp; ASSOCIATED SERVICES:</b>  |     |    |  |              |
| 1        | Standby Spread Rate for Rig Package, associated services and personnel including Fuel Charge          | DAY | 10 |  | F1           |
|          | <b>TOTAL STANDBY DAY RATE (SDR):</b>  |     |    |  | <b>F1</b>    |

|          |   |  |                                      |
|----------|---|--|--------------------------------------|
| <b>G</b> | <b>TOTAL EVALUATED CONTRACT VALUE INCLUSIVE OF ALL COST &amp; TAXES EXCEPT CSS &amp; TVA:</b> |  | <b>MOB+DMOB+ILM+TAN+ODR+S<br/>DR</b> |
|----------|---|--|--------------------------------------|

**TOTAL EVALUATED CONTRACT COST (for two wells): Z**

$$\mathbf{Z = P + R + Q + S + T^* + U^*}$$

Where

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

**Note:**



1. \*Rig Operation time of 60 days, Base camp operation days 90 days and Rig Stand-by Time of 10 days for 2(two) wells operations are considered to evaluate the total cost for comparison purpose only. However, payment will be made as per actual day of operations.
2. It is the single point responsibility of the contractor to clear the material from custom authority of Gabon, transportation to the well site, storage of all required consumables including tubular by making tubular rake/ yard, Go-down etc. at their cost. As the items are eligible for import with NIL Custom Duty, Company will assist in providing necessary documents as required in this regard. However service charge etc, if any will be to Contractor's account. Bidder to quote accordingly considering the above.
3. The line items indicated above are given for commercial evaluation only which are purely tentative and may fluctuate. However, Payment to Contractor shall be made on actual basis for the above services including all the consumables & Contingency Items.
4. Bidders may refer Part-3, Section-IV of this tender for proper bidding of the rates.
5. Bidder is to declare the information as requested vide Proforma-A against each of the items to be imported.
6. No other charge payable to the Contractor 'Job-Wise' or 'Job-Nature' wise.
7. Rates and charges shall be fully inclusive of all applicable taxes, costs, insurance cost, expenses, overheads and profit arising out of services, personnel and equipment but excluding CSS and TVA. However, OIL under exploration phase is exempted from paying of TVA. OIL will provide TVA exemption certificate against each invoice.
8. Rates shall clearly indicate the item is single tool or group tool.
9. Bidder may quote additional tools, equipment other than as mentioned in priced schedule (if feel necessary for the operation) with all cost up to well site. OIL reserves the right to consider these items in the event of contract. However, these items will not be considered for cost comparison.
10. The above Price schedule shall be read in conjunction with General Conditions of Contract, Scope of Work/Technical Specification, and Instructions to Bidders of this Bid document.
11. Bidder to specify the mobilization time for Contingency Items under table Item Sl. No. I above, from place of origin/supply to Drilling location at Gabon.

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

## SECTION-V

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

- 1) It will be solely the Contractor's responsibility to fulfil all the legal formalities with respect to the Health, Safety and Environmental aspects of the entire job (namely; the person employed by him, the equipment, the environment, etc.) under the jurisdiction where it is operating. Ensure that all sub-contractors hired by him comply with the same requirement as the contractor himself and shall be liable for ensuring compliance all HSE laws by the sub or sub-sub-contractors.
- 2) Every person deployed by the contractor in a mine must wear safety gadgets to be provided by the contractor. The Contractor shall provide proper Personnel Protective Equipment(PPE) as per the hazard identified and risk assessed for the job and conforming to statutory requirement and company PPE schedule. Safety appliances like protective footwear, Safety Helmet and Full Body harness has to be as per the international standard. It will be the Contractor's sole responsibility to ensure that the persons engaged by him in the mines use the proper PPE while at work. All the safety gears mentioned above are to be provided to the working personnel before commencement of the work.
- 3) The Contractor shall prepare written Safe Operating Procedure (SOP) for the work to be carried out, including an assessment of risk, wherever possible and safe methods to deal with it/them. The SOP should clearly state the risk arising to men, machineries & material from the mining operation/operations to be done by the contractor and how it is to be managed.
- 4) The contractor shall provide a copy of the SOP to the person who shall be supervising the contractor's work.
- 5) Keep an up to date SOP and provide a copy of changes to a person who shall be supervising the contractor's work.
- 6) Contractor has to ensure that all work is carried out in accordance with the Statute and SOP and for the purpose he may deploy adequate qualified and competent personnel for the purpose of carrying out the job in a safe manner.

- 7) It will be entirely the responsibility of the Contractor/his Supervisor/representative to ensure strict adherence to all HSE measures and statutory rules during operation and safety of workers engaged by him. The crew members will not refuse to follow any instruction given by company's representative for safe operation.
- 8) Any compensation arising out of the job carried out by the Contractor whether related to pollution, Safety or Health will be paid by the contractor only.
- 9) Any compensation arising due to accident of the Contractor's personnel while carrying out the job, will be payable by the contractor.
- 10) The contractor shall have to report all incidents including near miss to company representative of OIL.
- 11) The contractor has to keep a register of the persons employed by him/her. The contractor's supervisor shall take and maintain attendance of his men every day for the work, punctually.
- 12) If the company arranges any safety class/training for the working personnel at site (company employee, contractor worker, etc.) the contractor will not have any objection to any such training.
- 13) To arrange daily tool box meeting and regular site safety meetings and maintain records and submit the same to OIL.
- 14) Records of daily attendance, accident report etc. are to be maintained by the contractor.
- 15) A contractor employee must, while at work, take reasonable care for the health and safety of people who are at the employee's place of work and who may be affected by the employee's act or omissions at work.
- 16) A contractor employee must, while at work, cooperate with his or her employer or other persons as far as is necessary to enable compliance with any requirement under the act or the regulations that is imposed in the interest of health, safety and welfare of the employee or any other person.

- 17) In case Contractor is found non-compliant of HSE laws as required, company will have the right for directing the contractor to take action to comply with the requirements, and for further non-compliance, the contractor may be penalized prevailing relevant Acts/ Rules/Regulations.
- 18) When there is a significant risk to health, environment or safety of a person or place arising because of a non-compliance of HSE Measures, Company will have the right to direct the contractor to cease work until the non-compliance is corrected.
- 19) Special precautions must be taken by the contractor for all its personnel to protect them from any disease/ epidemic as known or prevalent in the country/area. All vaccinations, immunization procedures against these diseases must be maintained as per local law.
- 20) As the place of work is in the forest area, any conflict or danger/damage from and to the animal/forest dwellers must be prevented with special care and to follow QHSE procedures.
- 21) The contractor should prevent the frequent change of his contractual employees as far as practicable.
- 22) The contractor should frame a mutually agreed bridging document between OIL & the contractor with roles and responsibilities clearly defined.
- 23) For any HSE matters not specified in the contract document, the contractor will abide the relevant and prevailing Acts/rules/regulations/pertaining to Health, Safety and Environment and as described in the Environmental Impact Assessment (EIA) report which is available at the Office of the Gabon-Project, OIL INDIA LTD.

#### **END OF SECTION-V**

Form-1

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

**WORKOVER RIG INSPECTION CERTIFICATE**

(SEPARATE CERTIFICATE TO BE ISSUED FOR EACH RIG)  
(TO BE ISSUED BY MANUFACTURE FOR NEW UNUSED RIGS)

The following rig and equipment shall be manufactured and supplied as per details below:

| Sl. No. | Description  | Details                            |  |
|---------|--|------------------------------------|--|
| 1.0     | Name of the Manufacturer   |                                    |  |
| 2.0     | Buyers details<br>(detailed address, telephone & Fax No)   |                                    |  |
| 3.0     | Readiness / availability of rig for inspection.  |                                    |  |
| 4.0     | Details of rig / equipment   | Details of rig / equipment offered | Whether meets the tender specification |
| 4.1     | (a) Mast:<br>Make:<br>Model:<br>Capacity in MT:<br>Height from ground level (in Ft):<br>(b) Sub structure:<br>Capacity in MT:<br>Height from ground level (in Ft): |                                    |  |
| 4.2     | Rig engine:<br>Nos. of engine:<br>Make :<br>Model:<br>H.P.:  |                                    |  |
| 4.3     | Draw works:<br>Make:<br>Model:<br>H.P.:  |                                    |  |
| 4.4     | Rotary systems:<br>Make:<br>Model:<br>Static and rotating capacity (in MT):<br>Rotary Table opening in inch:   |                                    |  |
| 4.5     | Tackle system:<br>Make :<br>Model:<br>Capacity in MT:  |                                    |  |
| 4.6     | Swivel:<br>Make:<br>Model:<br>Capacity in MT:<br>Pressure rating (kg/sq.cm)  |                                    |  |

\*\*\*\*\*

Form-2

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

**WORK-OVER RIG INSPECTION CERTIFICATE**

(SEPARATE CERTIFICATE TO BE ISSUED FOR EACH RIG)

(TO BE ISSUED BY BV/DNV/LLOYDS/OILFIELD AUDIT SERVICES/ABS)

FOR OLD RIGS (IFB No: \_\_\_\_\_ )

The following rig and equipment were inspected physically on \_\_\_\_\_ (date) and certified as under:

| Sl. No. | Description  | Details                                      |                                       |                     |               |
|---------|--|--|---------------------------------------|---------------------|---------------|
| 1.0     | Identification No. of rig  |  |                                       |                     |               |
| 2.0     | Current location of the rig<br>(detailed address telephone & Fax No.   |  |                                       |                     |               |
| 3.0     | Present owner of the rig<br>(Detailed address, telephone & Fax No.)  |  |                                       |                     |               |
| 4.0     | Details of rig / equipment inspected   | Details of rig/equipment offered with ID No. | Whether meet the tender specification | Year of manufacture | Residual life |
| 4.1     | (a) Mast<br>Make:<br>Model:<br>Capacity in MT:<br>Height from ground level(in Ft):<br>(b) Sub Structure:<br>Capacity in MT:<br>Height from ground level (in Ft): |  |                                       |                     |               |
| 4.2     | Rig engine:<br>Nos. of engine:<br>Make:<br>Model:<br>H.P.:   |  |                                       |                     |               |
| 4.3     | Draw works:<br>Make:<br>Model:<br>H.P.   |  |                                       |                     |               |
| 4.4     | Rotary systems:<br>Make:<br>Model:<br>Static and rotating capacity (in MT):<br>Rotary Table opening (in Inch)  |  |                                       |                     |               |
| 4.5     | Tackle system:<br>Make:<br>Model:<br>Capacity in MT:   |  |                                       |                     |               |
| 4.6     | Swivel:  |  |                                       |                     |               |

|        |  |  |  |  |  |
|--------|--|--|--|--|--|
|        | Make:<br>Model:<br>Capacity in MT:<br>Pressure rating (Kg/sq.cm):  |  |  |  |  |
| 4.7    | Kelly:<br>Make:<br>Model:<br>Size:<br>Shape:<br>Pressure rating (Kg/sq.cm):  |  |  |  |  |
| 4.8    | Trailer / Carrier:<br>Make:<br>Model: Front / Rear axle<br>(Nos.)<br>Capacity:   |  |  |  |  |
| 4.9.1  | BOP:<br>Make : (Cameron/ Shaffer /<br>Hydril):<br>Model:<br>Pressure rating:<br>Double Ram/Two Stack<br>BOP with one set Shear<br>cum Blind ram & one set<br>Pipe ram:<br>Manual control : (Y/N) |  |  |  |  |
| 4.9.2  | BOP Control unit:<br>Make:<br>Hydraulic operated:<br>(Y/N)   |  |  |  |  |
| 4.10.1 | Mud pump:<br>Make:<br>Model:<br>Max Pressure rating:<br>Discharge rate at specified<br>pressure  |  |  |  |  |
| 4.10.2 | Mud pump engine:<br>Make:<br>Model:<br>H.P.  |  |  |  |  |
| 4.11   | Overall rig<br>(1) Type<br>Mobile-self propelled /<br>trailer mounted / Ext<br>propelled.<br>Electric / Diesel Engine<br>powered.<br>(2) Under structure<br>clearance below rotary (in<br>ft):   |  |  |  |  |
| 5.0    | Refurbishment, if any, with<br>date and details of<br>refurbishment.   |  |  |  |  |

The rig after due inspection, is found in good operating / working conditions.

(Signature with name and designation)

Note:

For the rig / equipment already in existence, the above certificate shall be given by third party inspection agency namely BV/DNV/LLOYDS/OILFIELD AUDIT SERVICES/ABS on their letter head in original. Certificate from other agencies shall not be accepted.

Third party Inspection should be carried out on or after the date of sale of tender document and original inspection documents should be submitted along with the techno-commercial bid.

&&&&



### ANNEXURE-III

#### 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 QUALIFICATIONS
9. DATE OF BIRTH
10. EXPERIENCE IN REVERSE ORDER
11. DETAILS OF PROFESSIONAL CERTIFICATE, LICENSE, ETC. WITH VALIDITY

AFFIX self-  
attached  
PASSPORT  
SIZE  
PHOTOGRAPH

Signature & Name of personnel

Seal of Bidder

Sig., Name & Designation of bidder

#### NOTE:

Attach copies of following documents:

Identity Proof (Driving licence/Voter card/Aadhar card/Pan card/Passport)

Date of Birth Proof

Proof of educational qualification

IWCF certificate (Rig Manager / Rig Superintendent, Tool Pusher, Tour Pusher / Night Tool Pusher, Driller & Asst. driller)

Medical Fitness Certificate in Form 'O' (as per The Mines Act 1952).

valid electrical workman permit (Part I & II) issued by Assam Licensing Board, Govt of Assam.

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 Identification/Verification.

## ANNEXURE-IV

### PROFORMA UNDERTAKING FROM CONTRACTOR'S PERSONNEL

I \_\_\_\_\_ S/o \_\_\_\_\_ having permanent residence at \_\_\_\_\_ Dist. \_\_\_\_\_ am working with M/s. \_\_\_\_\_ as their employee. Now, I have been transferred by M/s. \_\_\_\_\_ for carrying out the contract job under Contract No. \_\_\_\_\_ which has been awarded in favour of my employer M/s. \_\_\_\_\_.

I hereby declare that I will not have any claim for employment or any service benefit from OIL by virtue of my deployment for carrying out contract job in OIL by M/s. \_\_\_\_\_.

I am an employee of \_\_\_\_\_ for all practical purposes and there is no privacy of Contract between OIL and me.

Place:

Date:

Signature \_\_\_\_\_

NAME:

DESIGNATION:

Signed in presence of following:

SIGNATURE:

NAME:

DESIGNATION:

SIGNATURE:

NAME:

DESIGNATION

Seal of Bidder

Sig., Name & Designation of bidder

## ANNEXURE-V

### RESPONSIBILITY MATRIX

EQUIPMENT AND SERVICES TO BE FURNISHED BY CONTRACTOR OR COMPANY (OIL) FOR One/Two WORK OVER RIGS

The equipment machinery, tools, materials supplies, instruments, services and labour, including but not limited to those listed at the following terms shall be provided at the location by OIL or Contractor and the expenses of OIL or Contractor as designated hereunder by 'X' mark in the appropriate column:

| Integrated Report under by A Mark in the appropriate column. |   |                                 |                       |                            |                           |
|--|---|---------------------------------|-----------------------|----------------------------|---------------------------|
| Sl. No.  | ITEM  | At Expense of                   |                       | Supplied by                |                           |
|  |   | Contract or                     | OIL                   | Contract or                | OIL                       |
| I. EQUIPMENT:  |   |                                 |                       |                            |                           |
| 1.   | Work over Unit complete with safety, hoisting, rotating & maintenance equipment according to international practice   | X                               |                       | X                          |                           |
| 2.   | BOP, its attachments & spares   | X                               |                       | X                          |                           |
| 3.   | Choke & kill unit & connections   | X                               |                       | X                          |                           |
| 4.   | All Substitute  | X                               |                       | X                          |                           |
| 5.   | All Fishing tools as listed & their spares  | X                               |                       | X                          |                           |
| 6.   | a) Handling Tools for Drill pipe, tubing Drill collar, and other tubular (Elevators, Slips etc.)  | X                               |                       | X                          |                           |
| 7.   | Welding machine for normal operation with requisite electrodes  | X                               |                       | X                          |                           |
| 8.   | Base/ Well site camp complete in all respect i.e. furniture / fixture etc.  | X                               |                       | X                          |                           |
| 9.   | Well Logging Unit & Tools & Services for Logging Operations   |                                 | X                     |                            | X                         |
| 10.  | Safety equipment including fire fighting equipment  | X                               |                       | X                          |                           |
| 11.  | Shut in valves  | X                               |                       | X                          |                           |
| 12.  | Crane for all work over & other operations.<br>b) Sufficient number of vehicles for inter-location movement<br>Trailer with articulated tractor<br>40 Ton crane<br>Truck to lift chemicals<br>Vehicles to lift bits<br>Vehicle to lift casing, tubing, well head etc. | X<br>X<br>X<br>X<br>X<br>X<br>X | <br><br><br><br><br>X | X<br>X<br>X<br>X<br>X<br>X | <br><br><br><br><br><br>X |
| 13.  | Equipment required for supplying water as per contract specification at work over site and camp   | X                               |                       | X                          |                           |
| 14.  | Equipment required for generating electricity at the site, camp   | X                               |                       | X                          |                           |
| 15.  | Rig lighting  | X                               |                       | X                          |                           |
| 16.  | Lines / Chicksan / Fittings   | X                               |                       | X                          |                           |

| Sl. No. | ITEM   | At Expense of |     | Supplied by |     |
|---------|--|---------------|-----|-------------|-----|
|         |  | Contract or   | OIL | Contract or | OIL |
| 17.     | Mud making/loading facilities at well site complete with reciprocating / centrifugal pumps, prime movers, hoppers tankages etc.                                | X             |     | X           |     |
| 18.     | Tankages inclusive of acid and water storage tanks   | X             |     | X           |     |
| 19.     | Potable/drinking water, permanent provision at well site & camp  | X             |     | X           |     |
| 20.     | BOP control unit   | X             |     | X           |     |
| 21.     | Well control accessories   | X             |     | X           |     |
| 22.     | Drill pipe, drill collar   | X             |     | X           |     |
| 23.     | Crossover substitutes of all sizes   | X             |     | X           |     |
| 24.     | Kelly  | X             |     | X           |     |
| 25.     | All sizes & capacity of elevators, slips, tongs, clamps, (manual & hydraulic)  | X             |     | X           |     |
| 26.     | Elevator links   | X             |     | X           |     |
| 27.     | Hydraulic winch (s)  | X             |     | X           |     |
| 28.     | Junk subs, impression blocks etc.  | X             |     | X           |     |
| 29.     | All sizes of casing scrapper   | X             |     | X           |     |
| 30.     | Tubing Circulating heads   | X             |     | X           |     |
| 31.     | Rig warehouse  | X             |     | X           |     |
| 32.     | Complete sets of tools and wrenches  | X             |     | X           |     |
| 33.     | Flow nipple and flow branch  | X             |     | X           |     |
| 34.     | Hydraulic power tubing tong  | X             |     | X           |     |
| 35.     | Tubing spinner   | X             |     | X           |     |
| 36.     | Store house  | X             |     | X           |     |
| 37.     | All rig instruments as per OMR 1984 & Recorder   | X             |     | X           |     |
| 38.     | Mud motors and spares  | X             |     | X           |     |
| 39.     | Fishing equipment & spares other than those mentioned in section -II (TOR)   |               | X   |             |     |
| 40.     | Air, water electricity, fuel (HSD) and all lubricants  | X             |     | X           |     |
| 41.     | Accommodation for contractor personnel   | X             |     | X           |     |
| 42.     | Communication equipment as mentioned in the contract   | X             |     | X           |     |
| 43.     | Equipment and services not heretofore designated but required by contractor for normal operations  | X             |     | X           |     |
| 44.     | Equipment not heretofore designated but necessary to fulfil OIL's instruction  |               | X   |             | X   |
|         |  |               |     |             |     |
|         | II. CONSUMABLES  |               |     |             |     |
| 1.      | Fuel for Work over Rig, all vehicles & entire Contractor's equipment including camp  | X             |     | X           |     |
| 2.      | Grease, Lube oil, Cleaning solvent & for all Contractor's equipment including accumulator charging gases (also for OIL's designated equipment on reimbursement | X             |     | X           |     |

| Sl. No. | ITEM  | At Expense of |     | Supplied by |     |
|---------|---|---------------|-----|-------------|-----|
|         |   | Contract or   | OIL | Contract or | OIL |
|         | basis)  |               |     |             |     |
| 3.      | Tubing thread lubricant & locking compound  | X             |     | X           |     |
| 4.      | Mud chemicals and mud additives   |               | X   |             | X   |
| 5.      | Salt & Chemicals for preparation of brine water during production testing                               |               | X   |             | X   |
| 6.      | Welding consumables   | X             |     | X           |     |
| 7.      | All BOP consumables including ring joint gaskets  | X             |     | X           |     |
| 8.      | Spares for work over rig and accessories  | X             |     | X           |     |
| 9.      | Regular replacement of consumables of Contractor's equipment.   | X             |     | X           |     |
| 10.     | Maintaining adequate stock of consumables   | X             |     | X           |     |
| 11.     | Mud motor spares  | X             |     | X           |     |
| 12.     | Fishing equipment, spares as per contract   | X             |     | X           |     |
| 13.     | Replacement of Contractor's transport fleet as and when necessary                                       | X             |     | X           |     |
| 14.     | Fuel Lube oil and spares for transport fleet as and when required                                       | X             |     | X           |     |
| 15.     | First Aid & medicine  | X             |     | X           |     |
| 16.     | Food  | X             |     | X           |     |
| 17.     | Materials required for up-keepment of health and hygiene  | X             |     | X           |     |
| 18.     | Materials required for control of pollution<br>Materials required for control of sound/ noise pollution | X             | X   | X           | X   |
| 19.     | Civil Engineering materials for Camp maintenance<br><br>Well site plinth maintenance                    | X             | X   | X           | X   |
| 20.     | Replacement of electrical fittings as & when necessary  | X             |     | X           |     |
| 21.     | Spares & consumables for communication equipment  | X             |     | X           |     |
| 22.     | Replacement, spares & consumables for fire- fighting equipments   | X             |     | X           |     |
| 23.     | Painting of mast & substructure as and when necessary as per colour coding to be informed by OIL        | X             |     | X           |     |
| 24.     | All sizes of bits as and when necessary   |               | X   |             | X   |
| 25.     | All sizes of mill   | X             |     | X           |     |
| 26.     | All kinds of chemical as and when necessary   |               | X   |             | X   |
| 27.     | Consumables not heretofore designated but required by Contractor in normal                              | X             |     | X           |     |

| Sl. No.                    | ITEM  | At Expense of |     | Supplied by |     |
|----------------------------|---|---------------|-----|-------------|-----|
|                            |   | Contract or   | OIL | Contract or | OIL |
|                            | operation or needed for the maintenance of Contractor's equipment   |               |     |             |     |
| 28.                        | Consumables not heretofore spelt out but necessary to fulfill OIL's instructions  |               | X   |             | X   |
| 29                         | Water for operation at well site  | X             |     | X           |     |
| 30                         | Supply of LDO / LWC for mud preparation   |               | X   |             | X   |
|                            |   |               |     |             |     |
| III. SERVICE AND PERSONNEL |   |               |     |             |     |
| 1.                         | Transportation of OIL's equipment & consumables attached to the rig   | X             |     | X           |     |
| 2.                         | Handling (loading & unloading) and storage of OIL's, Contractor's & subcontractor's materials at work over well site  | X             |     | X           |     |
| 3.                         | Transportation of entire Work over with accessories between locations (inter-location move)   | X             |     | X           |     |
| 4.                         | Inter-location movement of Company's equipment attached with the rig  | X             |     | X           |     |
| 5.                         | Transportation of personnel   |               |     |             |     |
|                            | a) Of OIL (Based at camp)   |               | X   |             | X   |
|                            | b) Of Contractor  | X             |     | X           |     |
| 6.                         | Collection of bits, light consumables and transportation of same including handling to well site.   | X             |     | X           |     |
| 7.                         | a) Site preparation (levelling, base, waster pits, cellar pit, access roads according to the general lay out requirements of Contractor ingress and egress) |               | X   |             | X   |
|                            | b. Maintenance of well site plinth & well site approach road  |               | X   |             | X   |
|                            | c) Store facility for bit and chemicals and other consumable at   |               |     |             |     |
|                            | i) Well site  | X             |     | X           |     |
|                            | ii) At Intermediate site  | X             |     | X           |     |
|                            | d) Erection and dismantling of Panel fencing at well site   |               | X   | X           |     |
| 8.                         | Communication system (as specified in the IFB)  | X             |     | X           |     |
| 9.                         | Cementing & cementing Services  |               | X   |             | X   |
| 10.                        | Water for drilling cementing and production testing   | X             |     | X           |     |
| 11.                        | Mud services facilities   | X             |     | X           |     |
| 12.                        | Well head, control systems and their installation   | X             |     | X           |     |
| 13.                        | Tripping of tubular   | X             |     | X           |     |
| 14.                        | Medical facilities at well site   | X             |     | X           |     |

| Sl. No. | ITEM  | At Expense of |     | Supplied by                        |     |
|---------|---|---------------|-----|------------------------------------|-----|
|         |   | Contract or   | OIL | Contract or                        | OIL |
| 15.     | Furnish adequate roadway to location and the right of way   |               | X   |                                    | X   |
| 16      | Well head installation (BOP, Production and other equipments)   | X             |     | X                                  |     |
| 17.     | Welding materials & welding operations  | X             |     | X                                  |     |
| 18      | All personnel & supervision necessary to operate the Work over unit, including personnel necessary to handle all normal operations on work over wells | X             |     | X                                  |     |
| 19      | Food and lodging of Contractor's personnel (including 3rd party)  | X             |     | X                                  |     |
| 20      | Work Over operation as per OISD - 182   | X             |     | X                                  |     |
| 20.     | BOP testing services  | X             |     | X                                  |     |
| 21.     | Maintenance of Contractor's equipment.  | X             |     | X                                  |     |
| 22.     | Well killing services   | X             |     | X                                  |     |
| 23      | Fishing services  | X             |     | X                                  |     |
| 24.     | Production testing services (wellhead fitting/equipment shall be provided by OIL & well site services shall be provided by Contractor).               | X             | X   |                                    | X   |
| 25      | Effluent water disposal services  |               | X   |                                    | X   |
| 26      | All Workover services in line with good oil field practice  | X             |     | X                                  |     |
| 27.     | Pollution control services<br>Sound pollution   | X             | X   | X                                  | X   |
| 28.     | Computation and record keeping services   | X             |     | X                                  |     |
| 29.     | Mud motor services  | X             |     | X                                  |     |
| 30.     | Catering services   | X             |     | X                                  |     |
| 31.     | Medical Services  | X             |     | X                                  |     |
| 32      | Ambulance services  | X             |     | X                                  |     |
| 33.     | Fire fighting services  | X             |     | X                                  |     |
| 34      | Services of Personnel   | X             |     | X                                  |     |
| 35      | Various work sheet drawing, calculation dimensions as mentioned   | X             |     | X                                  |     |
| 36.     | Services not heretofore designated but required by Contractor in normal operations or needed to maintain & operate Contractor's equipment             | X             |     | X                                  |     |
| 37.     | Services not heretofore designated but required due to directions of the Company (OIL).   |               | X   | X(dependi ng upon the type of job) | X   |
| 38      | All expenditure for Contractor's persons including inward and outward journey from well site  | X             |     | X                                  |     |

**PROFORMA-A**

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

| Sl. No. | Item Description | Qty /Unit | Rate | Total     | Freight & Insurance | CIF Value (Gabon) | Port & other charge | Landed Cost | Is it re-exportable? YES or NO | Year of Mfg. | HSN Code |
|---------|------------------|-----------|------|-----------|---------------------|-------------------|---------------------|-------------|--------------------------------|--------------|----------|
| A       | B                | C         | D    | E = C x D | F                   | G = F + E         | H                   | I = G+H     | J                              | K            | L        |
|         |                  |           |      |           |                     |                   |                     |             |                                |              |          |
|         |                  |           |      |           |                     |                   |                     |             |                                |              |          |
|         |                  |           |      |           |                     |                   |                     |             |                                |              |          |
|         |                  |           |      |           |                     |                   |                     |             |                                |              |          |
|         |                  |           |      |           |                     |                   |                     |             |                                |              |          |
|         |                  |           |      |           |                     |                   |                     |             |                                |              |          |
|         |                  |           |      |           |                     |                   |                     |             |                                |              |          |

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".

(2) The items, which are of consumable in nature should be indicated as "NO" in column "J".

(3) 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".

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

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

Seal of the Bidder:



## PRICE SCHEDULE FORMAT

| SL. NO.  | PARTICULARS   | UNIT    | TENDER QTY. | RATE | AMOUNT        |
|----------|---|---------|-------------|------|---------------|
|          |   | (a)     | (b)         | (c)  | (d)=(b) x (c) |
| <b>A</b> | <b>MOBILIZATION CHARGES (MOB):</b>  |         |             |      |               |
| 1        | Mobilization charges of Rig Package, equipment associated services, and personnel.  | LUMPSUM | 1           |      | 0.00          |
| 2        | Mobilization charges of Base Camp facility .  | LUMPSUM | 1           |      | 0.00          |
|          | <b>TOTAL MOBILIZATION CHARGES (MOB):</b>  |         |             |      | <b>0.00</b>   |
| <b>B</b> | <b>DE-MOBILIZATION CHARGES (DMOB):</b>  |         |             |      |               |
| 1        | De-Mobilization charges of Rig Package, equipment associated services, and personnel.   | LUMPSUM | 1           |      | 0.00          |
| 2        | Demobilization charges of Base Camp facility .  | LUMPSUM | 1           |      | 0.00          |
|          | <b>TOTAL DE-MOBILIZATION CHARGES (DMOB):</b>  |         |             |      | <b>0.00</b>   |
| <b>C</b> | <b>INTER LOCATION MOVEMENT (ILM):</b>   |         |             |      |               |
| 1        | Inter Location Movement [ILM] charges of Rig Package including equipment, associated services and personnel. Movement up to 25 KM | LUMPSUM | 1           |      | 0.00          |
| 2        | Inter Location Movement [ILM] charges of Camp Service   | LUMPSUM | 1           |      | 0.00          |
|          | <b>TOTAL INTER LOCATION MOVEMENT CHARGES (ILM):</b>   |         |             |      | <b>0.00</b>   |
| <b>D</b> | <b>TANGIBLE COST (TAN):</b>   |         |             |      |               |
|          | <b>BIT COST:</b>  |         |             |      |               |
| 1        | 8-1/2" TCR Bit with nozzles, IADC 117 OR Equivalent for cement cleaning inside 9-5/8" casing                                      | NO      | 2           |      | 0.00          |
| 2        | 6" TCR Bit with nozzles, IADC 117 OR Equivalent for cement cleaning inside 7" casing/Liner  | NO      | 2           |      | 0.00          |
|          | <b>TOTAL TANGIBLE COST (TAN):</b>   |         |             |      | <b>0.00</b>   |
| <b>E</b> | <b>OPERATION DAY RATE: (ODR)</b>  |         |             |      |               |

|   |   |     |    |  |      |
|---|---|-----|----|--|------|
|   | RIG UNIT & ASSOCIATED SERVICES:   |     |    |  |      |
| 1 | Operating Day rate for Workover Rig Package, associated services, and personnel including Fuel Charge | DAY | 60 |  | 0.00 |
|   | BASE CAMP:  |     |    |  |      |
| 2 | Operating Day rate for Base camp management including catering services & fuel for gen-set.           | DAY | 90 |  | 0.00 |
|   | TOTAL OPERATIONAL DAY RATE (ODR):   |     |    |  | 0.00 |
|   |   |     |    |  |      |
| F | STANDBY DAY RATE (SDR):   |     |    |  |      |
|   | RIG UNIT & ASSOCIATED SERVICES:   |     |    |  |      |
| 1 | Standby Spread Rate for Rig Package, associated services and personnel including Fuel Charge          | DAY | 10 |  | 0.00 |
|   | TOTAL STANDBY DAY RATE (SDR):   |     |    |  | 0.00 |
| G | TOTAL EVALUATED CONTRACT VALUE INCLUSIVE OF ALL COST & TAXES EXCEPT CSS & TVA:                        |     |    |  | 0.00 |

## PROFORMA-C

### BID FORM

To  
M/s. Oil India Limited,  
GABON PROJECT  
LIBREVILLE, GABON

Sub: TENDER NO. OIL/GABON/ENQ-WORKOVER/584/2022

Gentlemen,

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

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

If our Bid is accepted, we will obtain the guarantee of a bank in a sum not exceeding \_\_\_\_\_ for the due performance of the Contract.

We agree to abide by this Bid for a period of 60 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.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2022.

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

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

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

Seal of the Bidder:

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

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

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

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 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.

**Bid Security Declaration  
(to be submitted on Bidder's letter head)**

M/s. Oil India Limited

.....,

.....

Tender No.: OIL/GABON/ENQ-WORKOVER/584/2022

I/We, the undersigned, declare that:

I/We understand that, according to your Tender conditions, bids must be supported by a Bid Security, which is in the form of a Bid-Security Declaration and not required to submit any Bank Guarantee.

I/We the undersigned hereby declare that, if we withdraw or modify our Bids during the period of its validity, or if we are awarded the contract and fail to sign the contract, or to submit a performance security before the deadline defined in the Tender document, we will be suspended for a period of two years. This suspension of two year shall be automatic without conducting any enquiry.

Name and Signature of  
Authorized Signatory and Company Seal

## PROFORMA-F

### FORM OF PERFORMANCE BANK GUARANTEE

To:  
M/s. OIL INDIA LIMITED,  
GABON PROJECT  
LIBREVILLE, GABON.

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

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

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

We further agree that no change or addition to or other modification of the terms of the Contract or the work to be performed thereunder 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.:  
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: \_\_\_\_\_

Further correspondence against BG towards Performance Security must contain the Contract Number.

## PROFORMA-G

### AGREEMENT FORM

This Agreement is made on \_\_\_\_ day of \_\_\_\_\_ between Oil India Limited, a Government of India Enterprise, incorporated under the Companies Act 1956, Govt of India having its registered office at Duliajan in the State of Assam, INDIA, and its Branch Office as Oil India Limited-Project Gabon at Libreville Gabon under the Law of Gabon hereinafter called the "Company" which expression unless repugnant to the context shall include executors, administrators and assignees on the one part, and M/s \_\_\_\_\_ (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 No. \_\_\_\_\_ dated \_\_\_\_\_ based on Offer No. \_\_\_\_\_ dated \_\_\_\_\_ submitted by the Contractor against Company's Tender No. **TENDER NO. OIL/GABON/ENQ-WORKOVER/584/2022**

WHEREAS, Contractor accepted the above Letter of Award vide----- and submitted Performance Bank Guarantee No. ----- Dated----- valid till----- issued by -----(Bank's name with detailed address) for an amount of ----- --.All these aforesaid documents shall be deemed to form and be read and construed as part of this agreement/contract. However, should there be any dispute arising out of interpretation of this contract in regard to the terms and conditions with those mentioned in Company's tender document and subsequent letters including the Letter of Intent and Contractor's offer and their subsequent letters, the terms and conditions attached hereto shall prevail. Changes, additions or deletions to the terms of the contract shall be authorized solely by an amendment to the contract executed in the same manner as this contract.

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

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. In addition to documents herein above, the following Sections and Annexures attached herewith shall be deemed to form and be read and construed as part of this agreement viz.:
  - (a) Section-I indicating the General Conditions of this Contract;
  - (b) Section-II indicating the Terms of Reference;



- (c) Section-III indicating the Special Conditions of Contract;
- (d) Section-IV indicating the Schedule of Rates.

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 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 LETTER OF AUTHORITY**

To:

Oil India Ltd.,  
Gabon Project  
Libreville, Gabon

Sir,

Sub: TENDER NO. OIL/GABON/ENQ-WORKOVER/584/2022

We \_\_\_\_\_ confirm that Mr. \_\_\_\_\_ (Name and address) as authorised to represent us to Bid, negotiate and conclude the agreement on our behalf with you against Tender Invitation No. \_\_\_\_\_ for hiring of services for \_\_\_\_\_.

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

Yours Faithfully,

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

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

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

Seal of the Bidder:

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

**AUTHORISATION FOR ATTENDING BID OPENING**

TO,  
Oil India Ltd.,  
Gabon Project  
Libreville, Gabon

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

Sir,

Sub: OIL's TENDER NO. OIL/GABON/ENQ-WORKOVER/584/2022

We authorise Mr. /Mrs. \_\_\_\_\_ (Name and address) to be present at the time of opening of the above 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.

&&&&&&&&

**CERTIFICATE OF ANNUAL TURNOVER, NET WORTH & WORKING CAPITAL**

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) for the last three (3) completed accounting years upto \_\_\_\_\_ are correct.

| YEAR | TURN OVER<br>(in INR Crores) | NET WORTH<br>(in INR Crores) |
|------|------------------------------|------------------------------|
|      |                              |                              |
|      |                              |                              |
|      |                              |                              |

Place:

Date:

Seal:

Membership Code:

Registration No. :

Signature

## **PROFORMA-K**

To,  
OIL INDIA LIMITED  
GABON PTOJECT  
LIBREVILLE, GABON

Sub: Undertaking of authenticity of information/documents submitted  
Ref: Your tender No. \_\_\_\_\_ Dated \_\_\_\_\_

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, if applicable)

■ **END OF TENDER**