



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-RIG SERVICE/195/2024 dated 28.06.2024

TENDER DOCUMENT

FOR

“CHARTER HIRE OF LAND DRILLING RIG PACKAGE OF MINIMUM 1200 HP CAPACITY WITH REQUISITE MANPOWER, FOR DRILLING OF TWO (2) EXPLORATORY VERTICAL WELLS WITH AN OPTION FOR EXTENSION OF THE CONTRACT TO ANOTHER DRILLING LOCATION AT THE SOLE OPTION OF THE COMPANY (OIL)

| | | |
|----------------------------|---|------------------------------|
| Tender Closing Date & Time | : | 17.07.2024 at 14:00 Hrs(GST) |
| Tender Opening Date & Time | : | 17.07.2024 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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Oil India Limited
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GABON PROJECT

La Sablière, Immeuble FIDJI
(Près de l'ancienne Cour Constitutionnelle)
BP: 23134 Libreville, Gabon
Tel: + (241) – 01 44 29 92
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Website: www.oil-india.com

FORWARDING LETTER

Subject: “Charter Hire of a **1200 HP(minimum) capacity** land Drilling Rig Package with requisite manpower and related services required to drill 2(two) exploratory vertical wells at locations LE & C with an option for extension of the contract to another drilling location at the sole option of the Company (OIL) at the same terms and conditions and mutually agreed rates but not higher than the original rate(s) of the contract.

TENDER NO: OIL/GABON/ENQ-RIG SERVICE/195/2024

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 connection with its proposed exploratory drilling program in Gabon, OIL now invites National Competitive Bids (**NCB-OPEN**) from the competent & experienced parties/contractors who are having Rig of requisite capacity and can mobilise the Rig at Drilling Site of Gabon within the mobilisation period given in the tender from date of Mobilisation notice for “**Charter Hire of a 1200 HP (minimum) capacity land Drilling Rig Package with related services required to drill two (2) exploratory vertical wells at locations LE & C**” with an option for extension of the contract to another drilling location at the sole option of the Company (OIL) at the same terms and conditions and

mutually agreed rates but not higher than the original rate(s) of the contract in Shakthi Block-II(G4-245). **The distance between the two locations is approximately 25 Km by road.** This block has rivers, lakes, marshy land, national parks and undulating surface. A national highway N-1 is passing through this block is a life line for this area as most of villages, small town fall along this route. This block is covered by forest with thick vegetation and flora and fauna. The drilling locations (Loc. C & Loc. LE) to be drilled are approximately 190 km & 175 km away by road from Libreville, Gabon respectively and are approximately 95 km & 80 km respectively by road from Lambarene towards Libreville.

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

| Sl. No. | Description | |
|----------------|--|---|
| (i) | Tender No & Date | : OIL/GABON/ENQ-RIG SERVICE/195/2024 Dated 28.06.2024 |
| (ii) | Type of Bid | : Single Stage Two Bid System |
| (iii) | Bid Closing Date & Time | : 17.07.2024 at 14:00 Hrs (Gabon Standard Time) |
| (iv) | Technical Bid Opening Date & Time | : 17.07.2024 at 14:30 Hrs (Gabon Standard Time) |
| (v) | Price Bid Opening Date & Time | : Will be intimated only to the techno commercially eligible/qualified Bidders nearer the time. |
| (vi) | Bid Submission Place | : Office of GM-Gabon Project Oil India Limited, Gabon Project, La Sablière, Immeuble FIDJI, (Près de l'ancienne Cour Constitutionnelle) BP :23134 Libreville, Gabon Tel : +(241) - 074525252 |
| (vii) | Bid Opening Place | : Office of GM-Gabon Project Oil India Limited, Gabon Project, La Sablière, Immeuble FIDJI, (Près de l'ancienne Cour Constitutionnelle), BP :23134 Libreville, Gabon Tel : +(241) - 074525252 |
| (viii) | Tender Fee | : Not Applicable |
| (ix) | Bid Security/Earnest Money Deposit (EMD) | : Not Applicable |
| (x) | Bid Validity | : 60 (Sixty) Days from Bid Opening Date |
| (xi) | Amount of Performance Security | : 5 % 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 | : Tentatively 07 (Seven) months 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 90 (Ninety) days 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 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 | ÷ | 10.07.2024.(Will be organised through VC and time will be intimated to the interested/prospective bidder) |
| (xviii) | Last Date of submission of pre-bid queries | ÷ | 08.07.2024 (Queries can be sent through e-mail rupakkalita@oilindia.in ; oilgabonproject@oilindia.in |
| (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
- 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 available in OIL's website: www.oil-india.com.
- v) Bid should be submitted in **physical documents form** in OIL's BID submission place as shown above within the scheduled Bid Closing date & Time as mentioned and Bids will be opened on the same day at 2.00 PM (Gabon Local Time) at the office of the General Manager-Gabon Project, Libreville(Gabon) as mentioned above, in presence of the authorized representatives of the bidders, if choose to attend.
- 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.



(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) Responsibility Matrix (Annexure-I)
- (10) Figures for Well Head & BOP Stack (Annexure-II)
- (11) Bio data of key personnel (Annexure-III)
- (12) Bidder's Experience Statement (Annexure-IV & IV(A))
- (13) Annual Turnover & Net worth of Bidder, (Annexure-V)
- (14) Undertaking for balance sheet/financial Statement (Annexure-VI)
- (15) Undertaking of Authenticity of Information submitted, (Annexure-VII)
- (16) Undertaking for Mobilization Entire Rig Package (Annexure-VIII)
- (17) Undertaking for key personnel with experience(Annexure-IX)
- (18) BEC/BRC Compliance Matrix (Annexure-X)
- (19) List of Items to be imported with estimated CIF value, (Proforma-A)
- (20) Price Schedule Format (Schedule of Rates), (Proforma-B)
- (21) Bid Form, (Proforma-C)
- (22) Statement of Non Compliance, (Proforma-D)
- (23) Certificate of awareness of the operational area, (Proforma-E)
- (24) Letter of Authority (Proforma-F)
- (25) Authorization for attending Bid Opening, (Proforma-G)
- (26) Performance Security/Guarantee Form, (Proforma-H)
- (27) Agreement/Contract Form (Proforma-I).

- (28) Parent/Holding Company's Corporate Guarantee toward financial standing (Proforma-J)
- (29) Format of agreement for 100% subsidiary company (Proforma-K)
- (30) Parent Company/Subsidiary company Guarantee (Proforma-L)
- (31) Safety Measures (Proforma-M)
- (32) Rig Inspection Certificate format (Appendix-I)
- (33) Check List (Appendix-II)

2.1 The bidder is expected to examine all instructions, forms, terms and specifications in the Bidding Documents. Failure to furnish all information required in the Bidding Documents or submission of a bid not substantially responsive to the Bidding Documents in every respect will be at the Bidder's risk & responsibility and may result in the rejection of its bid.

3.0 **TRANSFERABILITY OF BID DOCUMENTS:**

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

4.0 **AMENDMENT OF BID DOCUMENTS:**

4.1 At any time prior to the deadline for submission of bids, the company may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the Bidding Documents through issuance of an Addendum(s)/Corrigendum(s)/Amendment(s).

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

5.0 **PREPARATION OF BID:**

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

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

6.0 **DOCUMENTS COMPRISING THE BID:** Bids are invited under **Single Stage Two Bid System**. The bid to be submitted by the Bidder in physical hardcopy form shall comprise of the following components:

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

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

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

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

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

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

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

8.0 **BID PRICE:**

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

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

8.3 All duties and taxes including Corporate Income Tax, Withholding Tax, Personal Tax and other levies payable by the successful bidder under the Contract for which this Bidding Document is being issued, shall be included in the rates, prices and total Bid Price submitted by the bidder, and the evaluation and comparison of bids shall be made accordingly.

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

8.4 “Contribution Sociale de Solidarité” (**CSS**): The quoted rates/prices should be exclusive of “Contribution Sociale de Solidarité” (CSS), which, if applicable shall be paid extra by company against each invoice.

8.5 “Taxe sur la Valeur Ajoutée” (**TVA**): The quoted rates/prices should also be exclusive of Taxe sur la Valeur Ajoutée (TVA). Company is exempted from payment of TVA during exploration phase. Company will provide TVA exemption certificate against each invoice.

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

10.0 **DOCUMENTS ESTABLISHING BIDDER'S ELIGIBILITY AND QUALIFICATIONS:**

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

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

12.0 **PERIOD OF VALIDITY OF BIDS:**

(i) The Bid must be **valid for 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.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 envelope should be addressed to the person(s) as mentioned in the "Forwarding Letter".
- (i) Tender No. _____.
 - (ii) Bid closing date _____.
 - (iii) Bidder's name _____.
- 16.5** The offer should contain complete specifications, details of services and equipment/accessories offered together with other relevant literature/catalogues of the equipment offered. **The Price Schedule should not be put in the envelope containing the Technical Bid.**
- 16.6** All the conditions of the contract to be made with the successful bidder are given in various Sections of this document. Bidders are requested to state their compliance/ non-compliance to each clause as per **Proforma-D**. This should be enclosed with the technical bid.
- 16.7** Timely delivery of the bids is the responsibility of the Bidder. Bidders should send their bids as far as possible by Courier Services or Registered Post. Bids may also be handed over to the Officer in Charge of receiving the bids before the bid closing date and time. Company shall not be responsible for any postal delay/transit loss.
- 16.8** Bids received in any other form (e-mail, fax etc.) shall not be accepted except mentioned in **clause No. 14.0**, above.

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

17.1 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 respective 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 **05% (Five percent)** of the total evaluated contract value within **15(Fifteen) days** from the date of issue of LOA.

31.1 On receipt of notification of award from the Company, the successful Bidder shall furnish to Company the Performance Security for an amount specified in the Forwarding Letter of the tender (and Letter of Award (LOA) issued by Company to Contractor awarding the contract) which must be in the form of Bank Guarantee as per **Proforma-H** or Bank Draft or certified Banker's cheque in favour of Oil India Limited or in any other format acceptable to the Company. The performance security shall be payable to Company as compensation for any loss resulting from Contractor's failure to fulfil its obligations under the Contract. The Performance Security shall be denominated in the currency of the contract. In the event of extension of the contract period, the validity of performance security/Bank Guarantee shall be suitable extended by the Contractor.

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

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

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

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

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 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 DRILLING RIG:

The bidder shall offer a **1200 HP(minimum) capacity** Drilling Rig (**with Top Drive system**). 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 1(One) year experience of providing drilling services to E&P companies with a minimum 1200 HP capacity Drilling Rig on charter hire basis.
- (ii) Drilling of at least three (3) numbers of wells with drilling rig of minimum 1200HP capacity, out of which at least one well should be of minimum 2500 m depth.
- (iii) Bidder must have the experience for operation and maintenance of Top Drive system of the Rig. If the bidder does not have experience then the bidder shall have to confirm that in the event of award of contract, maintenance support of the “Top Drive” will be provided from the manufacturer/**TDS Maintenance Service Provider** of the Top Drive throughout the contract period. A Memorandum of Undertaking (MOU) between the manufacturer/**TDS Maintenance Service Provider** and the bidder shall have to be submitted along with the technical bid in support of the maintenance of the “Top Drive” system.
- (iv) A job executed by a Bidder for its own organization/subsidiary will not be considered as experience for the purpose of meeting BEC.

3.0 FINANCIAL CRITERIA:

3.1 The bidder shall have **Annual financial turnover** of minimum **US\$ 5,292,526** (US Dollar Five Million Two Hundred Ninety Two Thousand Five Hundred Twenty Six) during any of the preceding 03 (three) financial/accounting years reckoned from the original bid closing date.

3.2 Net worth of bidder must be positive for financial/accounting year preceding the original Bid Closing date

3.3 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:

- (i) Annual Turnover from operation of last three accounting years of the parent/ultimate parent/holding company (supporting company) shall be as per Clause 3.1 above.
- (ii) Net worth of the parent/ultimate parent/holding company (supporting company) shall be positive for the accounting year preceding the bid closing date as per Clause 3.2 above.
- (iii) Corporate Guarantee (**Proforma-J**) on parent/ultimate parent/holding company's (supporting company) letter head signed by an authorized official undertaking that they would financially support their subsidiary company for executing the project/job in case the same is awarded to them, and
- (iv) A certificate from the statutory Auditor of the bidding company to establish the relationship and equity percentage holding between bidding company and the supporting company. The certificate should be duly concurred/endorsed by the Company Secretary or one of the Directors of the company concerned.

The above certificate should not be more than 30 days old as on the original bid closing date.

4.0 DRILLING RIG:

- (1) **Identification of Rig:**
 - (a) Bidders are required to identify the 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 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 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 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.
 - (e) 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.
 - (f) 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 **90 (Ninety) days** of mobilization time as specified in this tender.
 - (g) Offers with identified 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 rig should be minimum 1200HP. Further the Rig offered must be Diesel Electrical AC/SCR or AC-VFD Drilling Rig / **Mechanical Rig** with TDS having self-elevating mast and sub-structure (as per API Standard-4F). 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.

Notes:

- (i) In case of a 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 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
 - (vi) M/s. Dolfine
 - (vii) **Any other internationally reputed TPI agencies.**

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) The Vendor/Contractor/Service Provider should be in a position to complete mobilization of their resources at site to take up the assignment in the event of a contract within **Ninety Days (90)** (**Ninety 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 **90 days**.
- (5) Bidder must confirm to provide the complete Rig Package, tools, equipment, spares including the related services as specified in **Part-3, Section-II** of the Bid documents failing which the bid will be rejected.
- (6) 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 OTHER SERVICES: Bidder shall confirm to provide the following services in the form of undertaking

5.1 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, sanitation, laundry services etc. throughout the drilling campaign to be delivered to Base Camp and Well site camp.

(B) COMMERCIAL CRITERIA:

- (1) Bids shall be submitted under single stage two Bid systems i.e. Technical Bid and Priced Bid separately in two different packets/envelope. The Technical Bid is to be submitted as per Scope of Work & Technical Specification of the tender and Priced Bid as per **Proforma-B** is to be in different sealed envelope/packets. Bids shall be rejected outright, if the prices are indicated in the technical bids. Bids not conforming to this two bid system shall be rejected outright.
- (2) **BID Validity:** Bids must be valid for minimum **60 (Sixty) days** from the date of Technical Bid opening. If bidder does not submit / declare bid validity period, it will be presumed that the bid validity is **60 days (Sixty) days**. Bids with shorter validity (i.e. less than 60 days from the schedule closing date) may be liable for rejection

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

- (3) Bidders must quote rates clearly and strictly in accordance with the price schedule outlined in PRICE BID FORMAT as per **Proforma-B (Modified)**, and submit the same separately in a sealed envelope/packet otherwise the Bid will be summarily rejected.

- (4) Bidder shall offer firm prices. Price quoted by the successful bidder must remain firm during the execution of the contract and not subject to variation on any account.
- (5) Bids submitted after the Bid Closing Date and Time will be rejected.
- (6) **Bids received through the physical submission in sealed envelope as mentioned in ITB shall only be accepted.**
- (7) Any document(s) wherever called for, and submitted by bidders, shall be legible, contain no interlineations, white fluid erasures or overwriting except as necessary to correct errors made by the Bidder, in which case such correction shall be initialled by the authorized person or persons who has/have signed the Bid.
- (8) Bids shall be typed or written in indelible ink and shall be signed by the bidder or his authorized representative.
- (9) Any Bid containing false statement will be rejected.
- (10) **There should not be any indication of price/rates in the Technical Bid/Techno-commercial Bid. A bid will be straightway rejected if price/rate is given in the Technical /Techno-commercial Bid.**
- (11) Bid documents are non-transferable. Bid can only be submitted in the name of the bidder in whose name the bid documents have been issued. Unsolicited bids will not be considered and will be straightway rejected.
- (12) Bidders shall quote directly and not through their Agent/Representative/Retainer/Associate in Gabon. Bids submitted by Gabonese Agent/Representative/Retainer/Associate on behalf of their foreign principals will not be considered and will be rejected straightway. One Gabonese Agent/Representative/Retainer/Associate cannot represent more than one foreign principal.
- (13) Bidders must accept and comply with the following provisions as given in the tender document in toto. Deviations to such provisions shall make the bid liable for rejection.
 - (i) Firm price
 - (ii) Liquidated Damage and Penalty Clauses
 - (iii) Performance bank guarantee / Security deposit clause
 - (iv) Arbitration / Resolution of Dispute clause
 - (v) Acceptance of Jurisdiction and Applicable law
 - (vi) Termination clause
 - (vii) Force Majeure cause
 - (viii) Tax Liabilities clause
 - (ix) Insurance clause
 - (x) Safety Environment & Labour Laws

(C) **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 propose 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) **deleted.**

(5) **deleted.**

(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.

(D) **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 6th January 2017, available in the OIL's website. Accordingly, service provider/vendor to submit the Undertaking of authenticity of information/documents submitted as per **Annexure-VII**.
- (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.

(E) **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) **deleted.**
- (f) The rates towards Standby, Repair, Force Majeure will be restricted to the limit indicated against each as under:

(g) 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.

(h) 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.

- (i) 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.
- (j) 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:

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

Where,

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

NOTES:

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

END OF PART-2

PART-3

SECTION-I

GENERAL CONDITIONS OF CONTRACT (GCC)

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

1.0 DEFINITIONS:

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

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

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

places provided by the Company for working space or any other purpose as designated hereinafter as forming part of the Site;

- (s) **“Sub-Contract”** means order/ contract placed by the CONTRACTOR for any portion of the CONTRACT or work sublet with necessary written consent of company on third party. Such sub-letting shall not relieve the CONTRACTOR from any obligation, duty or responsibility under the CONTRACT;
- (t) **“Work”** means each and every activity required for the successful performance of the services described in **Part-3, Section-II**, the Terms of Reference;

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

- 2.1 **EFFECTIVE DATE OF CONTRACT:** The contract shall become effective as of the Date Company notifies Contractor in writing that it has been awarded the contract. The date of issue of Company's Letter of Award (LOA) shall be treated as the Effective Date of the contract.
- 2.2 **MOBILISATION TIME:** The mobilisation of 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 **90 (Ninety)** 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 **7 (Seven) months** from the date of commencement of operation for two drilling locations till completion of demobilization & re-export of entire 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 60 days.**
- 3.0 GENERAL OBLIGATIONS OF CONTRACTOR:** Contractor shall, in accordance with and subject to the terms and conditions of this Contract:
- 3.1 Perform the work described in the Terms of Reference (**Part-3, Section-II**) in most economic and cost effective way.
- 3.2 Except as otherwise provided in the Terms of Reference and the special Conditions of the contract, provide all labour as required to perform the work.
- 3.3 Perform all other obligations, work and services which are required by the terms of this contract or which reasonably can be implied from such terms as being necessary for the successful and timely completion of the work.
- 3.4 Contractor shall be deemed to have satisfied himself before submitting their bid as to the correctness and sufficiency of its bid for the services required and of the rates and prices quoted, which rates and prices shall, except insofar as otherwise provided, cover all its obligations under the contract.
- 3.5 Contractor shall give or provide all necessary supervision during the performance of the services and as long thereafter as company may consider necessary for the proper fulfilling of contractor's obligations under the contract.
- 4.0 GENERAL OBLIGATIONS OF THE COMPANY:** Company shall, in accordance with and subject to the terms and conditions of this contract:
- 4.1 Pay Contractor in accordance with terms and conditions of the contract. The period of time for which each rate shall be applicable shall be computed from and to the nearest quarter of an hour. The rates contained in the Contract shall be based on Contractor's operation being conducted on a seven (7) days week and a twenty-four (24) hours work day. Under the Contract, Contractor will be entitled to the applicable rate defined in Schedule of Rates of the contract.
- 4.2 Allow Contractor and his personnel access, subject to normal security and safety procedures, to all areas as required for orderly performance of the work.
- 4.3 Perform all other obligations required of Company by the terms of this contract.
- 5.0 PERSONNEL TO BE DEPLOYED BY THE CONTRACTOR:**
- 5.1 Contractor warrants that they will provide competent, qualified personnel to perform the Work correctly and efficiently.

- 5.2 The Contractor should ensure that their personnel observe applicable company and statutory safety requirement. Upon Company's written request, Contractor, entirely at their own expense, shall remove immediately, from assignment to the work, any personnel of the Contractor determined by the Company to be unsuitable and shall promptly replace such personnel with personnel acceptable to the Company without affecting Company's work. For engagement of labours, law of Gabon shall be applicable.
- 5.3 The Contractor shall be solely responsible throughout the period of the contract for providing all requirements of their personnel including but not limited to, their transportation to & from field site, en-route/ local boarding, lodging & medical attention etc. Company shall have no responsibility or liability in this regard.
- 5.4 Contractor's key personnel shall be well conversant in English (Read & Write). Personnel with knowledge of French language will be an added advantage.
- 6.0 ASSOCIATION OF COMPANY'S PERSONNEL:** Company's Engineer / representative will be associated with the work throughout the operations for overall co-ordination and operational management of the contract. Company's Engineer/representative shall have the authority to order any changes in the scope of work to the extent so authorized and notified by the Company in writing. He shall liaise with the Contractor; monitor the progress so as to ensure the timely completion of the jobs. He shall also have the authority to oversee the execution of jobs by the Contractor and to ensure compliance of provisions of the contract.
- 7.0 WARRANTY AND REMEDY OF DEFECTS:**
- 7.1 Contractor warrants that it shall perform the work in a first class, workmanlike, and professional manner and in accordance with the highest degree of quality, efficiency, and with the current state of the art technology/oilfield practices and in conformity with all specifications, standards and drawings set forth or referred to in the Scope of Work/Terms of Reference. They should comply with the instructions and guidance; which Company may give to the Contractor from time to time.
- 7.2 Should Company discover at any time during the tenure of the Contract or till the Unit/equipment/tools are demobilised from site or base camp (if applicable) that the work does not conform to the foregoing warranty, Contractor shall after receipt of notice from Company, promptly perform any and all corrective work required to make the services conform to the Warranty. Such corrective Work shall be performed entirely at Contractor's own expenses. If such corrective Work is not performed within a reasonable time, the Company, at its option may have such remedial Work performed by others and charge the cost thereof to Contractor subject to a maximum of the contract value payable for the defective work which needs corrective action which the Contractor must pay promptly. In case Contractor fails to perform remedial work, or pay promptly in respect thereof, the performance security shall be forfeited.

8.0 CONFIDENTIALITY, USE OF CONTRACT DOCUMENTS AND INFORMATION:

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

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

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

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

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

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

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

8.5 During this Contract, Company and its employees, agents, other contractors, subcontractors (of any tier) and their employees etc. may be exposed to certain confidential information and data of the Contractor. Such information and data

shall held by the Company, its employees, agents, other contractors, subcontractors (of any tier) and their employees in the strictest Confidence and shall not be disclosed to any other party except on a need to know basis.

9.0 TAXES:

- 9.1 Tax levied on Contractor as per the provisions of Laws of Gabon/Financial Rules/Tax rules of Gabon and any other enactment/rules on income derived/ payments received under the contract will be on contractor's account.
- 9.2 Contractor shall be responsible for payment of personal taxes, if any, for all the personnel deployed in Gabon by Contractor.
- 9.3 The Contractor shall furnish to the Company, if and when called upon to do so, relevant statement of accounts or any other information pertaining to work done under the contract for submitting the same to the Tax authorities, on specific request from them in accordance with provisions under the law. Other than the information provided by the Contractor, the Contractor shall not be responsible for any inaccurate information provided by the Company to the Tax authorities and the Company shall indemnify the Contractor for all claims, expenses, costs or losses of any nature arising from such inaccuracy. Contractor shall be responsible for preparing and filing the return of income etc. within the prescribed time limit to the appropriate authority.
- 9.4 Prior to start of operations under the contract, the Contractor shall furnish the Company with the necessary documents, as asked for by the Company and/ or any other information pertaining to the contract, which may be required to be submitted to the Income Tax authorities'/Govt. agency/local authority at the time of obtaining "No Objection Certificate", if required for releasing payments to the Contractor.
- 9.5 Corporate and personal taxes on Contractor shall be the liability of the contractor and the Company shall not assume any responsibility on this account.
- 9.6 All local taxes, levies and duties, Sales Tax, VAT, Octroi, cost, expenses, insurance cost, levies, all obligations etc. including withholding tax, if applicable and all other taxes applicable in Gabon on purchases and sales made by Contractor shall be borne by the Contractor except the CSS and TVA which will be borne by company, if applicable. However, OIL is exempted from paying TVA during exploration phase and will provide TVA exemption certificate against each invoice. Bidders are requested to keep themselves updated as per laws of Gabon.
- 9.7 **Contribution Sociale de Solidarité (CSS):** The quoted rates/prices should be **exclusive of CSS**, which, if applicable, will be paid extra by Company against each invoice.
- 9.8 **Taxe sur la Valeur Ajoutée (TVA):** The quoted rates/price should be **exclusive of TVA**. TVA as applicable shall be to the Company (OIL) account. However, OIL is exempted from paying TVA during exploration phase. OIL will provide TVA exemption certificate against each invoice.

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

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

10.0 INSURANCE:

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

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

- a) Workmen compensation insurance as required by the laws of the country of origin of the employee.
- b) Employer's Liability Insurance as required by law in the country of origin of employee.
- c) General Public Liability Insurance or Comprehensive General Liability insurance covering liabilities including contractual liability for bodily injury, including death of persons, and liabilities for damage of property. This insurance must cover all operations of Contractor required to fulfil the provisions under this contract.
- d) Contractor's equipment used for execution of the work hereunder shall have an insurance cover with a suitable limit (as per international standards) except when tools/equipment are below Rotary Table or in the well bore or Contractor may self-insure its tools/equipment.
- e) Automobile Public Liability Insurance covering owned, non-owned and hired automobiles used in the performance of the work hereunder, with bodily injury limits and property damage limits as governed by Insurance regulations of the country.
- f) Public Liability Insurance as required under Public Liability Insurance Act 1991, "if applicable".

10.3 Any deductible set forth in any of the above insurance shall be borne by Contractor.

10.4 Contractor shall furnish to Company, the required certificates of the insurance policies as applicable in Gabon.

- 10.5 Any compensation arising due to accident of the Contractor's personnel or any loss/damage to the equipment, material etc. while carrying out the job, will be payable by the contractor.
- 10.6 If any of the above policies, expire or are cancelled during the term of this contract then the Contractor shall renew/replace the same. Should there be a lapse in any insurance required to be carried by Contractor for any reason whatsoever, loss/damage claims resulting there from shall be to the sole account of Contractor.
- 10.7 Contractor shall require all of his sub-Contractor to provide such of the foregoing insurance coverage as Contractor is obliged to provide under this Contract and inform the Company about the coverage prior to the commencement of agreements with its sub-Contractors.
- 10.8 All insurance taken out by Contractor or their sub-contractor shall be endorsed to provide that the underwriters waive their rights of recourse on the Company and to the extent of the liabilities assumed by Contractor under this Contract.

11.0 CHANGES:

- 11.1 During the performance of the work, Company may make minor change to take care of any supplementary within the general scope of this Contract including, but not limited to, changes in methodology, and minor additions to or deletions from the work to be performed. Contractor shall perform the work as changed. Changes of this nature will be affected by written order (change order) by the Company.
- 11.2 If any change result in an increase in compensation due to Contractor or in a credit due to Company, Contractor shall submit to Company an estimate of the amount of such compensation or credit in a form prescribed by Company. Such estimates shall be based on the rates shown in the Schedule of Rates **(Part-3, Section-IV)**. Upon review of Contractor's estimate, Company shall establish and set forth in the Change Order the amount of the compensation or credit for the change or a basis for determining a reasonable compensation or credit for the change. If Contractor disagrees with compensation or credit set forth in the Change Order, Contractor shall nevertheless perform the work as changed, and the parties will resolve the dispute in accordance with Clause 14 hereunder. Contractor's performance of the work as changed will not prejudice Contractor's request for additional compensation for work performed under the Change Order.

12.0 FORCE MAJEURE:

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

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

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

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

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

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

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

13.3 **TERMINATION ON ACCOUNT OF INSOLVENCY:** In the event that the Contractor or its collaborator at any time during the term of the Contract, becomes insolvent or makes a voluntary assignment of its assets for the benefit of creditors or is adjudged bankrupt, then the Company shall, by a notice in writing have the right to terminate the Contract and all the Contractor's rights and privileges hereunder, shall stand terminated forthwith.

13.4 **TERMINATION FOR UNSATISFACTORY PERFORMANCE:** If the Company considers that, the performance of the Contractor is unsatisfactory, or not up to the expected standard, the Company shall notify the Contractor in writing and specify in details the cause of the dissatisfaction. The Company shall have the option to terminate the Contract by giving 15 days' notice in writing to the Contractor, if Contractor fails to comply with the requisitions contained in the said written notice issued by the Company.

13.5 **TERMINATION DUE TO CHANGE OF OWNERSHIP & ASSIGNMENT:** In case the Contractor's rights and /or obligations under this Contract and/or the Contractor's rights, title and interest to the equipment/ material, are transferred or assigned without the Company's consent, the Company may at its absolute discretion, terminate this Contract.

- 13.6 If at any time during the term of this Contract, breakdown of Contractor's equipment results in Contractors being unable to perform their obligations hereunder for a Tender period of 15 successive days, Company at its option, may terminate this Contract in its entirety without any further right or obligation on the part of the Company, except for the payment of money then due. No notice shall be served by the Company under the condition stated above.
- 13.7 Notwithstanding any provisions herein to the contrary, the Contract may be terminated at any time by the company on giving 15 (fifteen) days written notice to the Contractor due to any other reason not covered under the above clause from 13.1 to 13.6 and in the event of such termination the Company shall not be liable to pay any cost or damage to the Contractor except for payment of services as per the Contract up to the date of termination including the Demobilization cost, if any.
- 13.8 **CONSEQUENCES OF TERMINATION:** In all cases of termination herein set forth, the relative obligations of the parties to the Contract shall be limited to the period up to the date of termination. Notwithstanding the termination of this Contract, the parties shall continue to be bound by the provisions of this Contract that reasonably require some action or forbearance after such termination
- 13.9 Upon termination of this Contract, Contractor shall return to Company all of Company's items, which are at the time in Contractor's possession.
- 13.10 In the event of termination of contract, Company will issue Notice of termination of the contract with date or event after which the contract will be terminated. The contract shall then stand terminated and the Contractor shall demobilize their personnel & materials. Contractor shall be entitled for payment for services actually rendered in conformity with the contract up to the date of its termination subject to the certification by OIL

14.0 SETTLEMENT OF DISPUTES AND ARBITRATION:

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

- (1) The parties undertake to settle amicably, as a matter of priority, any disputes arising out of this contract or relating in particular to its formation, validity, effects, interpretation, execution and resolution or termination.
- (2) The said disputes shall be resolved by arbitration in Libreville and submitted to a panel of three (3) arbitrators, two (2) of whom shall be appointed by each of the parties, the third arbitrator being chosen by the two arbitrators previously appointed.

- (3) Each party undertakes to appoint its arbitrator within fifteen (15) days, following the request for arbitration sent by one of the parties to the other, by registered letter with acknowledgement of receipt or by any proven means.
- (4) In the event of failure by one of the parties to appoint an arbitrator eight days after the formal notice sent to him by registered letter with acknowledgement of receipt, this arbitrator shall be appointed by the President of the Commercial Court of (Libreville), at the request of the most diligent party.
- (5) If the two Arbitrators appointed by the parties fail to agree on the name of the third Arbitrator, he shall be appointed at the request of one or other of the Arbitrators, or of one or other of the parties, by the President of the Commercial Court of Libreville.
- (6) In the event of the death, abstention or incapacity of one of the arbitrators, as in the event of a challenge, his replacement shall be provided under the same conditions as those under which he was appointed.
- (7) The arbitrators shall, within fifteen (15) days of their appointment, constitute themselves as an arbitral tribunal and render their decision within three (3) months of the said date. The arbitral tribunal will sit in (Libreville).
- (8) The Arbitral Tribunal shall not be bound by the ordinary rules of procedure, and shall determine the rules of procedure to be followed before it, ensuring that all documents, notes, memoirs and the adversarial nature of the debate are fully communicated.
- (9) They decide the dispute submitted to them in accordance with the rules of law.
- (10) The parties agree to waive the right to have the arbitral award set aside. This award, which has the force of res judicata, shall be binding on the parties and shall be immediately enforceable.
- (11) For the communication of their files, the parties elect domicile at their respective addresses.
- (12) The law applicable to this contract is that in force in the Gabonese Republic and the official language of the dispute settlement is (French).
- (13) Each party shall be responsible to make the fees payable of the Arbitrator appointed by it as per their mutual agreement. However, both the parties (Company and Contractor) shall be responsible to make the fees payable of the third Arbitrator appointed or any other Arbitrator and the expenses incurred shall be shared equally by the parties.

(14) If after commencement of the arbitration proceedings, the parties agree to settle the dispute mutually or refer the dispute to conciliation, the arbitrators shall put the proceedings in abeyance until such period as requested by the parties.

15.0 APPLICABLE LAW:

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

16.0 NOTICES:

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

(A) **COMPANY:**

GENERAL MANAGER-GABON,
OIL INDIA LIMITED, GABON PROJECT
La Sablière Immeuble FIDJI
(Pres de l’ancienne Cour Constitutionnelle)
Libreville. B.P. 23134, GABON
Tel. No. :+(241) 074525252
E-mail Id: oilgabonprojectgroup@oilindia.in;
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 every kind and character, without limit, which may arise in favour of Contractor's employees, agents, contractors and sub-contractors or their employees on account of bodily injury or death, or damage to personnel/properly as a result of the operations contemplated hereby, regardless of whether or not said claims, demands or causes of action arise out of the negligence or otherwise, in whole or in part or other faults.

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

25.0 **INDEMNITY APPLICATION:**

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

26.0 **LABOUR:** The recruitment of the labour shall be met from the areas of operation and wages will be according to the rates prevalent at the time as per Gabonese Law of the area, if available as per requirement. The facilities to be given to the labourers should conform to the provisions of labour laws as per Gabonese Law.

27.0 **LIMITATION OF LIABILITY:** Notwithstanding any other provisions herein to the contrary, except only in cases of wilful misconduct and / or criminal acts,

(a) Neither the Contractor nor the Company (OIL) shall be liable to the other, whether in Contract, tort, or otherwise, for any consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs.

(b) Notwithstanding any other provisions incorporated elsewhere in the contract, the aggregate liability of the Contractor in respect of this contract, whether under Contract, in tort or otherwise, shall not exceed 50% of the Annualized Contract Price, provided however that this limitation shall not apply to the cost of repairing or replacing defective equipment by the Contractor, or to any obligation of the Contractor to indemnify the Company with respect to Intellectual Property Rights.

(c) Company shall indemnify and keep indemnified Contractor harmless from and against any and all claims, costs, losses and liabilities in excess of the aggregate liability amount in terms of clause (b) above.

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

29.0 **PAYMENT & INVOICING PROCEDURE:**

29.1 Company shall pay to Contractor, during the term of the Contract, the amount due from time to time calculated according to the rates of payment set and in accordance with other provisions hereof. No other payments shall be due from Company unless specifically provided for in this Contract.

29.2 Payments due by Company to Contractor shall be made by cheque or Bank transfer at Contractor's designated Bank. All Bank charges, if any will be to Contractor's account.

29.3 Payment of any invoices shall not prejudice the right of Company to question the validity of any charges therein, provided Company within one year after the date of payment shall make and deliver to Contractor written notice of objection to any item or items the validity of which Company questions.

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

29.5 Contractor shall send invoice to company on the day following the end of each month for all daily or monthly charges due to the contractor.

29.6 Contractor will submit 02 (Two) sets of all invoices duly super scribed 'Original' and 'copy' as applicable to the company for processing payment. Separate invoices for the charges payable under the contract shall be submitted by the Contractor for different currency.

- 29.7 Contractor to raise invoices on monthly basis in a period of 30 days for the actual job done certified by the company's representative(s).
- 29.8 Payment of monthly invoices, if undisputed, shall be made within 30 days following the date of receipt of invoice by Company.
- 29.9 Company shall within 30 days of receipt of the invoice notify the contractor of any item under dispute, specifying the reasons thereof, in which event, payment of the disputed amount may be withheld until settlement of the dispute, but payment shall be made of any undisputed portion on or before the due date. This will not prejudice the company's right to question the validity of the payment at a later date as envisaged in Clause 29.3 above.
- 29.10 The acceptance by Contractor of part payment on any billing not paid on or before the due date shall not be deemed a waiver of Contractor's rights in respect of any other billing, the payment of which may then or thereafter be due.
- 29.11 Contractor shall maintain complete and correct records of all information on which Contractor's invoices are based up to two (2) years from the date of last invoice. Such records shall be required for making appropriate adjustments or payments by either party in case of subsequent audit query /objection.
- 29.12 Any audit conducted by Company of Contractor's records, as provided herein, shall be limited to Company's verification (i) of the accuracy of all charges made by Contractor to Company and (ii) that Contractor is otherwise in compliance with the terms and conditions of this Agreement.
- 29.13 Payment of Final demobilization charges shall be made if applicable within 45 days on receipt of invoice by Company accompanied by the following documents from the Contractor:
- a) Audited account up to completion of the Contract, if required.
 - b) Tax audit report for the above period, if required under the Gabonese Tax Laws.
 - c) Documentary evidence regarding the submission of returns and payment to taxes for the expatriate personnel engaged by the Contractor or by its subcontractor.
 - d) Proof of re-export of all items including the unutilized spares and consumables (excepting consumables consumed during the contract period) and also cancellation of re-export bond if any.
 - e) Any other documents as required by applicable Gabonese Laws.

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

29.14 **Payment to the party within Gabon will be through A/c. Payee Cheques or online transfer in Local currency (FCFA)/ USD in USD Bak Account in Gabon. The Bank charges applicable shall be to contractor account.** The payment will be made as per prevailing law of Gabon/ Central Bank of Africa. However, OIL reserve the right to make cash payment in case of emergency and exceptional circumstances.

29.15 **Currency of Payment:** The payments due to this agreement shall be made as per the currency adopted in the agreement which are easily convertible currency such as EURO or GBP or US\$ or FCFA (Local currency of Gabon). However, in case of difficulty in payment as per the agreed currency of the agreement, then the same will be converted into any of the other easily convertible currency (EURO or GBP or US\$ or FCFA) and accordingly payment shall be made for the actual work done.

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

31.0 WITH-HOLDING:

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

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

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

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

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

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

32.0 SET OFF CLAUSE:

Any sum of money due and payable to the contractor (including Performance Security refundable to them) under this contract or any other contract may be appropriated by Oil India Limited and set off against any claim of Oil India Limited (or such other person or persons contracting through Oil India Limited) for payment of a sum of money arising out of this contract or under any other contract made by the contractor with Oil India Limited (or such other person or person contracting through OIL).

33.0 RECORDS, REPORTS AND INSPECTION:

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

34.0 INTELLECTUAL PROPERTY OWNERSHIP:

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

or right to Company to use Contractor intellectual capital (including intellectual property).

35.0 INTELLECTUAL PROPERTY INFRINGEMENT:

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

36.0 ROYALTY AND PATENTS: Each party shall hold harmless and indemnify the other from and against all claim and proceedings for or on account of any patent rights, design, trade mark or other protected rights arising from any use of materials, equipment, processes, inventions and methods which have not been imposed on the attending party by the terms of the contract or the specifications or drawings forming part thereof.

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

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

39.0 CUSTOMS DUTY:

(i) The services under this Contract shall be carried out in OIL's exploration areas, for which, the items / equipment / spares / tools / materials to be imported in connection with execution of this particular Contract are exempted from customs duty but are subject to approval of the DGH-Gabon and Custom authority of Gabon. **Bidders/Service Providers 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.

40.0 **RISK PURCHASE:**

In the event, CONTRACTOR's failure to provide the services as per the Contractual scope, terms and conditions, COMPANY (OIL) reserves the right to hire the services from any other source at the CONTRACTOR's risk & cost and the difference in cost shall be borne by the CONTRACTOR. Further, OIL shall retain the right of forfeiture of Performance Bank Guarantee and any other action as deemed fit. In certain operational situations OIL reserves the right to take over the site including the service equipment at the risk and cost of the CONTRACTOR

END OF SECTION-I

PART-3 SECTION-II

SCOPE OF WORK / TERMS OF REFERENCE / TECHNICAL SPECIFICATION

Brief description of service: “Charter Hire of a 1200HP (minimum) capacity land Drilling Rig Package with requisite manpower including supply of all drilling consumables /spares and related services” required to drill 2(two) exploratory vertical wells at locations LE & C with an option for extension of the contract to another drilling location at the sole option of the Company (OIL) at the same terms and conditions and mutually agreed rates but not higher than the original rate(s) of the contract.

1.0 INTRODUCTION:

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

2.0 DEFINITION OF WORK:

To drill 2(two) exploratory drilling wells of TD: 2570 m & 1950 m in the on-land exploratory Shakthi Block-II (G4-245), located adjacent to continental basement margin within interior sub-basin Gabon, under administrative guidelines of Gabon’s Direction Generale des Hydrocarbures (DGH). Depth of the wells may somewhat increase or decrease at the discretion of the Company within the rated capacity of the Rig. The wells will be vertical with formation pressure to be near hydrostatic. The wells are planned to achieve TD in 8.½” hole and open hole section will be enlarged to 9.5/8” by using 9.½”-9.5/8” under reamer. Both the wells are planned to be completed by lowering 7” production liner to TD.

3.0 BRIEF DESCRIPTION OF SHAKTHI BLOCK-II

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

4.0 BRIEF DESCRIPTION OF THE LOCATIONS:

- The wells to be drilled viz. Loc C & Loc LE are approximately 190 km & 175 km away by road from Libreville, Gabon and are approximately 95 km & 80 km away by road from Lambarene towards Libreville respectively.
- The distance between the two locations is approximately 25 Km by road.
- The nearest major airport to the location is Libreville (about 250 kilometres away); with seaports at Libreville & Port-Gentil and River Port at Lambarene.
- Drilling is to be started tentatively by **September/October 2024**.
- The wells are located within the Interior Sub-basin and are in forest area.
- The TD of the wells are Loc. C=2570 m & Loc. LE=1950 m.
- Wells are expected to be normally pressured and the bottom hole temperature is estimated to be 88 Deg C at 2570 metre in Loc. C and 76 Deg C at 1950 metre in Loc. LE.
- Target formations are the N'Dombo and M'Vone.
- The Sub-surface pressure at the reservoir is expected to be nearly hydrostatic.
- Mud loss is not ruled out in the unconsolidated shallower formations

5.0 GENERALIZED STRATIGRAPHY / LITHOLOGY OF SHAKTHI BLOCK:

Table-1: General Stratigraphy/Lithology of Shakthi Block

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

5.1 EXPECTED FORMATION TOPS OF THE LOCATIONS:

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

Ground Level Elevation above Sea level =28.65 m

Table-2: Formation Tops of Loc. C

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

Note: **Primary Target; *Secondary Target

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

Ground Level Elevation above Sea level =37.07 m

Table-3: Formation Tops of Loc. LE

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

Note: **Primary Target; *Secondary Target

5.2 SURFACE CO-ORDINATES OF THE LOCATIONS:

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

| As Per WGS84 System | |
|---|------------------|
| Location Lassa East (LE): | |
| Latitude | 0°14'45.8377"S |
| Longitude | 10°20'31.1269"E |
| Location C: | |
| Latitude | 0°18' 28.4862"S |
| Longitude | 10°16' 01.4692"E |
| As per UTM projection system based on the Clarke 1880 ellipsoid, spindle 32, whose origin is the astronomical point of M'PORALOKO with: X = 500,000 meters on the central meridian 9° East, Y = 10,000,000 meters Equator. | |
| Location Lassa East (LE): | |
| X | 649 459.59 |
| Y | 9972 753.65 |
| Location C: | |
| X | 641 121.70 |
| Y | 965 916.84 |

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

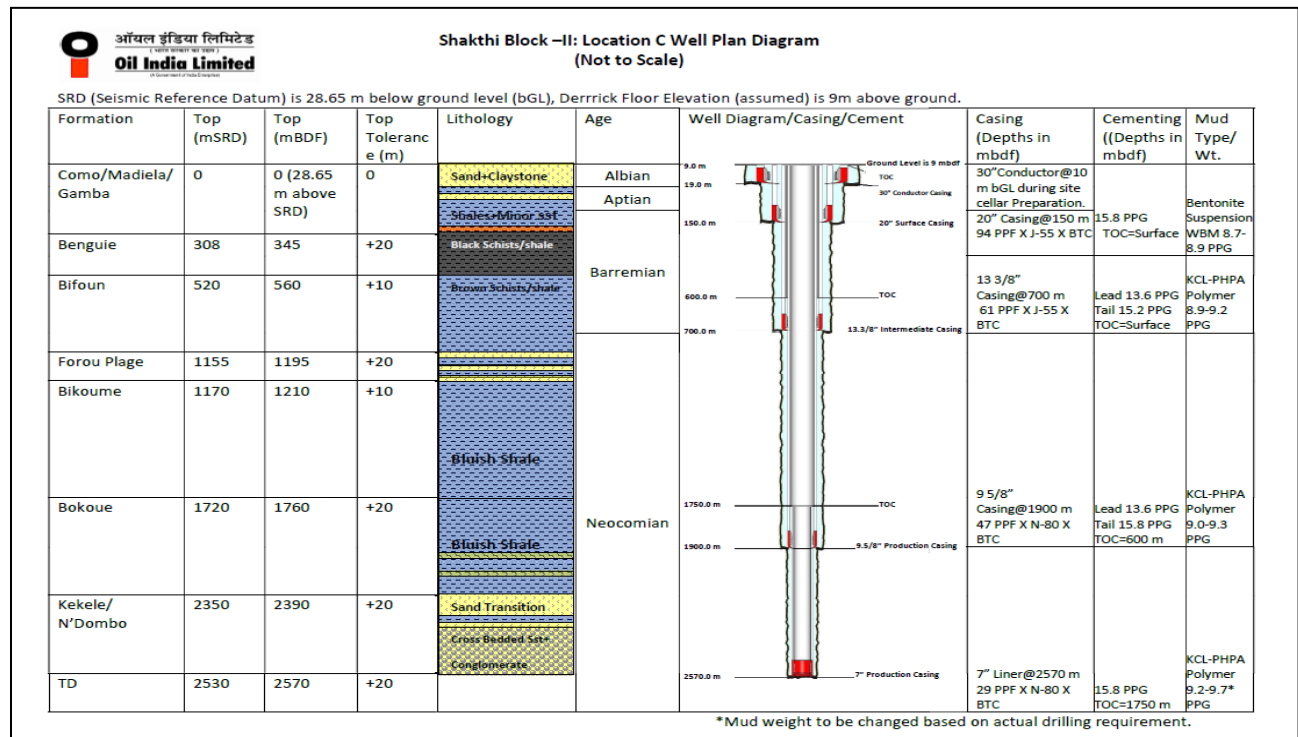


Figure-1: Casing, Cementing & Policy of Loc. C (4 Stage Completion)

Shakhti Block –II: Location LE Well Plan Diagram
(Not to Scale)

SRD (Seismic Reference Datum) is 37.07 m below ground level, Derrick Floor Elevation (assumed) is 9m above ground.

| Formation | Top (mSRD) | Top (mBDF) | Top Tolerance (m) | Lithology | Age | Well Diagram/Casing/Cement | Casing (Depths in m bdf) | Cementing (Depths in m bdf) | Mud Type/ Wt. |
|------------------------|------------|-----------------------|-------------------|--------------------------------------|-----------|----------------------------|---|---|--------------------------------------|
| Bifoun | 0 | 0 (37.07 m above SRD) | 0 | Bifoun Sandstone/Gravel | Barremian | | 30" Conductor @ 10m bGL during site cellar Preparation. | 15.8 PPG TOC=Surface | Bentonite Suspension WBM 8.9 PPG |
| Forou Plage | 225 | 270 | +20 | | | | 13.3/8" Casing @250 m 61 PPF X J-55 X BTC | 15.8 PPG TOC=Surface | Bentonite Suspension WBM 8.9-9.1 PPG |
| Bikoume | 266 | 310 | +10 | Bluish Shale | | | | | |
| Bokoue | 730 | 775 | +20 | Bluish Shale | Neocomian | | 9.5/8" Casing @1100 m 47 PPF X N-80 X BTC | Lead 13.6 PPG Tail 15.8 PPG TOC=Surface | KCL-PHPA Polymer 9.1-9.2 PPG |
| Kekele/ N'Dombo | 1250 | 1295 | +10 | Sand Transition Cross Bedded Sst. | | | | | |
| M'Vone | 1440 | 1485 | +20 | Fluvial Conglomerate | Jurassic | | | | |
| Agoula | 1610 | 1655 | | glacial Conglomerate-bituminous | Permian | | | | |
| Base Agoula /Basement? | 1880 | 1925 | +20 | Basement? | | | 7" Casing @1950 m 29 PPF X N-80 X BTC | 15.8 PPG TOC=950 m | KCL-PHPA Polymer 9.2-9.3* PPG |
| TD | 1900 | 1950 | +20 | | | | | | |

*Mud weight to be changed based on actual drilling requirement.

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

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

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

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

**Hole enlargement to 8.1/2" to 9.5/8" by under reamer.

6.0 SCOPE OF WORK:

The Contractor shall provide the services of one (1) no. Diesel Electrical AC-SCR/AC-VFD Drilling Rig Package/**Mechanical Rig Package of 1200 HP (minimum)** Draw-works input power having TDS along with all necessary equipment and personnel and to carry out drilling operations (oil and gas wells) including but not limited to drilling, round tripping, lowering of casings, lowering of liner, well completion, well abandonment and all other associated operations including Rig-up, Rig-down, Inter-Location Movement, etc. in accordance with the well drilling and completion program to be furnished by the Company before commencement of the operations which may be amended from time to time by reasonable modification as deemed fit by the Company. Apart from this, the Contractor shall also supply, spares for the entire Rig-Package, tools and equipment for maintenance services during drilling operations, lubricant, and water **(to be provided by OIL)** for running the operations and shall carry out drilling activities with necessary resources. The Contractor shall keep adequate stock of spares at all time for uninterrupted progress of work and make available all the required items. **HSD will be supplied by OIL.**

7.0 TECHNICAL SPECIFICATION OF RIG PACKAGE:

The Contractor shall mobilize all necessary equipment and tools for successful and economic completion of the jobs mentioned. The contract includes supply of drilling rig package including haulage and transportation of equipment and its services. HP rating of the rig offered should not be less than **1200 HP** with top drive, Diesel Electrical AC/SCR Drilling Rig /AC- VFD Drilling Rig/**Mechanical Rig** having self-elevating mast and sub-structure (as per API Standard- 4F) and should be capable of drilling up to a depth of minimum 3000m. **The drilling rig should have the available horsepower output of the rig engine package to be capable of running 1200 HP (minimum) Draw-works and minimum 2(two) no. 1000 HP pumps simultaneously or with independent engines in case of Mechanical Rig, complete with other associated system for Drilling.** The Rig Package should not be more than 15(Fifteen) years old as on the original bid closing date or if the Rig Package is older than 15(Fifteen) years should 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 offered rig package is older than 15 years but not refurbished within the last 5 years from the date of original bid closing date, then bidder has to provide undertaking that rig package will be refurbished in case of award of contract and mobilization will be completed within stipulated time frame.

8.0 SPECIFICATIONS OF DRILLING RIG:

8.1 GROUP-I:

- A. **MAST AND SUBSTRUCTURE** : Swing lift cantilever type self-elevating mast and substructure with clear height of **131 ft.** to 147 ft. Rated static hook load capacity of **5,50,000 lbs (550kps)** with **10** lines strung on travelling block as per **API 4F** specifications. Mast is to be designed for 85 mph wind load (Min.) with a full rack of pipe and 115 mph (Min.) on a bare mast. Casing capacity approximately **467,000 lbs** simultaneously with **357,500 lbs** of racked pipes.

Note: Crown Block capacity should be matching with Mast Capacity.

Self-elevating type sub-structure having a clear height of **minimum 18 ft** from ground level to underneath of rotary table beam [Derrick Floor height **20ft**], suitable to accommodate a 1200 HP Draw works and 27.½” rotary opening. Mast is complete with hydraulic cylinders for raising, levelling shims, snubber unit. Mast and substructure shall be complete with levelling equipment for front and rear shoes and with all accessories for the operation and erection of the mast and substructure.

- i. Mast shall have unobstructed line of vision to the crown block from driller’s console.
- ii. Time taken on raising and lowering system of mast /substructure and job involvement in dismantling, transportation and assembling of the mast/substructure components shall be minimum
- iii. The mast shall have a racking capacity of **2500** mtrs. of 5 inch OD, 19.5 PPF, range – 2 drill pipe in thribbles.
- iv. The mast should have, tubing support frame (belly board), sandline sheave units, air hoist sheave units(2), sheave units for rig tongs (2) power tong / pipe spinner, tong counter weights, guides etc.
- v. The Racking board (thribbles board) shall be adjustable type and complete with emergency escape from racking board to ground.
- vi. The mast shall be complete with thribble stand pipe clamp for 5 inch OD stand pipes.
- vii. Adjustable or electrically operated casing stabbing board for running in range I & II tubular shall be provided.
- viii. Safety climb equipment [Derrickman’s Climb Assist] for climbing up mast ladder up to crown block shall be provided.
- ix. The Sub-structure shall be complete with tong back-up posts for rig tongs.
- x. The Sub-structure shall be complete with dog house support frame.
- xi. Two flight stairways at driller’s side and off driller’s side shall be provided.
- xii. Dog house-cum-change house shall be provided by Contractor.
- xiii. Mast and substructure shall be complete in all respects to start operation without any hold up.
- xiv. The Mast shall be complete with skewed type crown block having (5 x 42” + 1x 54” (fast line) sheaves and suitable for 1-1/4” drilling line.
- xv. Height of wind guard post should be sufficient to avoid fouling of drill pipe stand against adjustable diagonal brace when the platform is placed at the lowest position.
- xvi. The mast & sub-structure shall be complete with combination ramp & stairs, catwalk & rack for casing and other tubular.
- xvii. The mast & sub-structure shall be complete with grass hopper type cable rack suitable for elevating with rear floor.

- xviii. The derrick floor shall be complete in all respect and provided with suitable toe boards and safety railings.
- xix. The mast shall be painted strictly as per Aviation Standards on deployment. The mast shall be fitted with safe flasher type aviation warning light 1 no. at the crown, 4 nos. (At four corners) on the thribble board. These lights shall be operational at all times from the moment the mast is raised and until the mast is finally lowered irrespective of well operation. Mast section is to be painted preferably with red and white paint and should be noticeable. Painting may be repeated if required.

B. DRAW-WORKS:

- i. Input horsepower rating 1200 HP (minimum), with minimum nominal drilling depth rating of 3000 M with 5 inch OD drill pipes.
- ii. Main drum brake should have maximum wrap - around feature, complete with circulating type brake cooling system, energizing type brake band with maximum lining contact. The brake band should be uniform by flexible all round with integral water jacket brake drum and with built in water passage from driller's end to rotary end or should have compatible disc brake system. In case of AC-VFD rig, primary/dynamic braking to be performed with AC motors by generating power in to braking resistors. The motor and frequency drive should be capable of holding full load at zero speed indefinitely.
- iii. Suitable electromagnetic auxiliary brake system/disc brake/ calliper brake, complete with pipings alarm cables & controls, shifters etc. with dedicated cooling system.
- iv. Suitable pneumatically/hydraulically operated/ actuated make up and break-out catheads should match 1200 HP (minimum) draw works.
- v. Crown-o-Matic and Floor-o- Matic safety device to be available.
- vi. Draw works to have pneumatically actuated full circular balloon type or multiple plate friction clutches as available in 1200 HP (minimum) draw works or as per design of the Draw works.
- vii. Neutral brake or Inertia brake to stop rotation of the draw-works or any other arrangement as per design of the Draw works.
- viii. Properly designed Driller's console incorporating all functions to carry out drilling operations safely and for controls of the rig.
- ix. Independent Rotary drive with suitable braking arrangement as per design of the Draw works.
- x. However, Draw-works may also be without cathead. In this case separate facility for making up & breaking-up of tubular like hydraulic cathead/pipe spinners/ iron rough neck or similar facility shall be available in the rig.
- xi. The draw-work should be compatible with the mast & sub-structure as indicated above.

- xii. Driller's console should suitably be located in order to provide driller to operate the rig in ease.
- xiii. Entire rig package must be compliance with all safety & regulations and API standards.
- xiv. All accessories for draw works should conform to API specification, wherever applicable.

C. TOP DRIVE SYSTEM (Electrical/Hydraulic):

- i. Hook Load Capacity: Minimum **250 Ton.**
- ii. Power: A.C Motor of suitable rating, non-sparking, flame proof and suitable for hazardous area classifications/locations as per standard.
- iii. Cooling System: Motor should have the Cooling System to operate with ambient temperature up to 50 Degree Centigrade.
- iv. Torque Requirement: Maximum Continuous Torque - Not Less Than **30,000 ft-lbs at 105 RPM.**
- v. Maximum Torque at maximum speed - Not Less than 17,000 ft-lbs.
- vi. RPM range: 0 – 200 (Minimum).
- vii. Break- out Torque: **37,500 ft-lbs.** (Minimum)

D. ROTARY TABLE AND ACCESSORIES:

Rotary table as per API Spec. 7k with 27.1/2" opening and dead load capacity of 500 tons with independent motor drive, complete with the following. Accessories shall be provided by the contractor.

1. Kelly bushing complete with roller assembly for 5.1/4" hexagonal .
2. Master bushing (1 no. each of solid and split type or 2 sets of either solid or split type) to suit the Rotary table.
3. Suitable API insert bowls No. 1, 2 & 3 whichever is applicable for under noted casing sizes.
4. Complete bushing arrangement for handling 20" casing, 13.3/8" casing , 9.5/8" casing, 7" Liner casing , 4.1/2" Liner casing, 5" OD drill pipe, drill collars of various ODs (like 9.1/2", 8", 6.1/2", 3.1/2"), tubing of 3.1/2" OD and all other tubular in the offered rotary table.
5. Bit breakers & adapter plates to suit above master bushing / Rotary table.
6. All sizes of lifter and handling tools for bushing & inserts.

E. Not in use

F. TRAVELING BLOCK & HOOK (as per API Spec. 8C):

The specification should include but not limited to the following:

1. Min. API working load rating minimum 350 Ton.
2. Number of sheaves = 6 Nos. with 1.3/8" or 1.1/4" grooving or as suitable to Rig system.

3. Travelling block and hook should be independent.
4. Hook should be compatible with the swivel & other hoisting equipment.
5. Hook should have built in hydraulic snubber, convenient rotation lock, safety positioned etc.

G. SLUSH PUMPS:

1. 2 (Two) nos. of triplex single acting mud pumps driven by electric (AC/DC) motors with HP rating of 1600HP, or 02 (two) nos. of triplex double acting of 1000HP pumps and (01) one 1600 HP pump driven with requisite capacity engines, complete with all accessories. Pump shall be suitable for continuous heavy-duty application. Rig Package with 3 Nos. of 1000 HP Mud Pumps is also acceptable.
2. Maximum requirement of working pressure 5000 psi and discharge capacity at rated SPM with replaceable liners and pistons .
3. Pumps should be equipped with easily changeable piston and liner assembly to meet varied requirement of drilling operation. Adequate amount of various sizes of new and unused liners to meet operational requirement must be available during entire contractual period.
4. Apart from standard accessories, each pump shall be equipped with 5000 PSI WP pulsation dampeners, charging hose assembly, reset relief valve, bleed valves, inline suction stabilizer, jib crane with trolley, pull lift chain hoist, strainer cross etc.
5. Engine/Electric motor driven centrifugal pump (Minimum 50 HP) of 2 nos. for super charging (to handle mud up to 16ppg) with appropriate independent suction and delivery manifold mounted on an oil field skid.
6. Parallel pumping: In certain events slush pump shall be used in parallel pumping. All arrangements should be available for this purpose.
7. Nature of pumping job should include, but not be limited to, pumping of drilling fluids, completion fluids, pre-flushes, water – both treated and plain.

H. SUCTION AND DELIVERY SYSTEM:

1. Adequate suction piping& fittings must be available. Suction hose should interconnect between the Rig pumps & suction lines shall have butterfly valves in between. Suitable length of 3.1/2" ID x 5000 psi WP vibrator hose.
2. The delivery fittings must be of API standard 5000 psi rating. There shall be 5000 Psi working pressure gate valve on each mud delivery manifold.
3. 5000 psi WP dual stand pipe manifold complete with gate valves, pressure gauge of 5000 psi rating and other standard fittings .
4. 3" or 5" OD x 5000 psi WP dual stand pipe of suitable length with 'H' manifold to match the operating conditions with range 2 drill pipes complete with gooseneck, hammer union or unbolt couplings for making up rotary hose with safety clamp attached.

5. 3.1/2" ID x 55/60 ft. long x 5000 psi WP, rotary drilling hoses with suitable connection to make up on to the standpipe and Top Drive or rotary swivel. The length of Rotary hose should suit the rig for drilling operations.
6. From each pump delivery manifold, suitable bleed line and valve should be provided.
7. Pump delivery manifold shall have arrangements for hole fill-up line and kill line connections of suitable sizes with Gate valves.
8. Required length of intermediate 5000 psi WP delivery pipes complete with bend, T's and valves to connect the pumps (2/3 Nos.) independently to the standpipes.
9. Necessary anchoring arrangement of all high pressure delivery lines to be provided.

I. POWER PACK/RIG POWER PLANT: Diesel electric AC-SCR system complete with the following or suitable for AC-VFD Rig or Set of Diesel engines to meet the requirements.

1. For Diesel Electric AC-SCR Rig: Engines - 4(Four) (Minimum) Nos. turbocharged, after cooled, air start, diesel driven Oilfield engines. The engine capacity and the total rating shall be based on total power requirement of the rig & associated equipment for continuous operation of Draw works, two Mud Pumps, Top Drives/IRD and all other rig equipment as specified in this bid document.

OR

For Diesel Engine Mechanical Rig: Two Set of suitable Diesel engines driven generators to supply power to the Rig and Base camp having minimum engine capacity of 850 HP, three (03) numbers of engines, each having minimum capacity of 450HP to drive Drawworks, two (02) numbers of engines, each with minimum 950HP to drive the two (02) 1000HP Rig pumps and minimum one engine having capacity of 1600 HP to drive the one 1600HP Mud Pump.

2. For Diesel Electric AC-SCR Rig:
 - I. AC/DC Electric Motors: Adequate numbers of AC/DC motors with adequate continuous HP rating and for operation of draw works (Min. 2 motors, maximum 3), for slush pump 4 No. (in case of 2 MPs) & 6 No (in case of 3 MPs) motor at their respective rated capacity. The motors shall be complete with suitable blowers and ducting.
 - II. AC-SCR or AC-VFD System – Suitable AC-SCR or AC-VFD systems of reputed make. Bidder to offer detailed technical specifications along with the bid.
 - III. Rig package shall be complete with all electrical control room, 'SCR' cubicles or VFD & Rectifier Cubicles, DC power control room, AC

power control room to match the auxiliary loads of mud system, water system, fuel system and air system mentioned in this section.

IV. The above power pack shall conform to the following:

- a. All outdoor equipment such as AC motor, safety junction boxes, plug sockets, luminaries etc. shall be weatherproof with IP 55 protection as per International standards.
- b. Power pack and SCR House or AC-VFD system control room to be placed outside hazardous area, i.e. at a distance of 32 meters (Minimum) from the well centre.
- c. All components shall be suitable for following ambient conditions:
 - Temperature : Max. 45deg. C & Min. 05 deg. C
 - Humidity : Max. 95% & Min. 60%
 - Altitude : 100 to 200 M AMSL
- d. All DC motors or AC-VFD Motors shall have blowers with suitable ducting & filter System.
- e. Suitable de-rating factor shall be taken into account while choosing electrical / electronic components for high ambient temperature condition.
- f. Engine cooling system shall be designed to withstand above temperature condition and the radiators shall be suitable for maximum 45 deg. C ambient temperature.
- g. Adequate air cleaning system and filters shall be provided on all engines to protect these from dust.
- h. Electrical system shall be provided with all necessary cables and cable trays with grasshopper arrangement to the derrick floor.
- i. Explosion proof and vapour types fluorescent and mercury vapour lighting system shall be used for lighting the mast and substructure.
- j. The lighting system shall include but not limited to the following i.e. lighting the mast and substructure, rig floor, power packs, power control room, plinth area, mud pumps, generators shades mud system, water system, fuel system, air system, BOP control unit, dog house, mud storage house, well site offices, chemical storage & lab. Areas, camp etc.
- k. Fixing arrangements of outdoor luminaries shall be such that this can be installed and dismantled quickly and easily for transportation during the inter-location moves.
- l. A flame proof intercom complete system shall be provided between dog house, SCR room, mud pump, mud attendant's cabin, Geologist's cabin, company representative's office and OIL's service provider's operational room.
- m. Power pack and electrical controls of the rig shall be complete in all respect to carry out drilling operations to the objective depth. The system shall meet the detailed technical specifications of rig electric system furnished in this document.

- n. Necessary provision for supplying power including electrical, to other utility units including OIL's Service Providers shall be provided by the contractor whenever required.

J. CELLAR PUMPS:

Suitable motor driven pump capable of cleaning fluids and cuttings from the cellar bottom and to deliver at mud ditch/shaker and should be suitable for zone-1 hazardous area operation.

K. TWIN STOP SAFETY EQUIPMENT:

Energy Management System for Floor and Crown Saver.

L. LADDER, MAN RIDING BELT, FALL ARRESTOR, and EMERGENCY ESCAPE DEVICE ETC. :

Derrick man's Escape Device & Fall Prevention Device and Derrick man's Climb Assist shall be provided. A suitable riding belt is to be provided to meet any emergency or to carry out repairs above derrick floor. Suitable & effective emergency escape device from racking board to ground shall be provided.

M. EMERGENCY HOOTER:

The rig should be equipped with one emergency hooter.

N. EMERGENCY SHUT OFF SYSTEM:

An emergency shut off device shall be located in driller's panel and at suitable strategic location.

O. EMERGENCY ALARM:

An electrically operated emergency alarm with provision for operating the same from driller's console should be provided.

8.2 GROUP-II:

8.2.1 BOP STACK (As per API Spec 16A) AND WELL CONTROL EQUIPMENT (As per API Spec 16C): All items including but not limited to those mentioned below shall be supplied by the Contractor. The cellar depths will be 6 ft.

A. BOP STACKS / SPOOLS:

- i) 21.¼" x 2M / 20.¾" x 3M Annular BOP (Cameron/Shaffer/Hydril/WOM/ or equivalent (BOP manufacturer **must have valid API Spec 16A and API Spec 16C Certificate**), 1 no. with bottom flange/ adapter flange to fit with 20.¾" x 3M working pressure, drilling spool.
- ii) 21.¼" x 2M / 20.¾" x 3M Drilling Diverter spool with 2 (two) nos. of (7"-9") x 2000 psi side outlets and 30" overall length to be used with 21.¼" x 2 M or 20.¾" x 3 M BOP.

- iii) 13.5/8" x 5000 psi Annular/Spherical BOP, 1 No. with bottom flange of 13.5/8" x 5 M Working Pressure (Cameron/Shaffer/Hydril/WOM/ **Rongsheng or equivalent**).
- iv) One double ram BOP, 13.5/8" x 5000 psi (Cameron/Shaffer/Hydril/WOM/ **Rongsheng or equivalent**) having top & bottom flange of 13.5/8" x 5 M Working Pressure.
- v) One set each of 9.5/8", 7", 4.1/2", 3.1/2" pipe rams, two sets of 5" pipe rams and 1 set of blind rams should be supplied with above items no (iv). However, 02(Two) sets of Variable Ram to cover ranges from 3.1/2" to 7" will also be acceptable.
- vi) All BOPs should have crossover (Adapter flange to match 5000 psi wellhead).
- vii) The Contractor shall provide the following :
 - a. New and unused Ring joint gaskets for all flanges with sufficient quantity as spares.
 - b. Adequate no. of studs & nuts for all flanges and hydraulic/ pneumatic torque wrenches to suit all nuts.
 - c. Operational spares for Contractor's BOPs both annular and ram, including ram sub-assemblies of sizes to suit various tubular sizes including blind ram.
 - d. Annular BOP sealing element.
 - e. Maintenance / overhauling / repair services for above BOPs
- viii) Adapter / crossover spool:
 - a. 13-5/8" x 5,000 – 11"x5000 psi having 2 nos. of flanged side outlet of 3-1/8"x5000 psi.
 - b. Double studed adaptor flange / adaptor spool 11" x 5000 psi bottom, 7.1/16" x 5000 psi top with ring joint gaskets.
- ix) Drilling spool:
 - a. 20-3/4" x 3000 psi: 1 No.: (30" - 36" high).
 - b. 13-5/8" x 5000 psi: 1 No. (18" – 20" high).
 - c. Drilling Spool must have two nos. of 3.1/8" flanged side outlets in the same plane but at opposite direction to hook up with chock/kill line.
- x)
 - a) Companion flanges of appropriate sizes and numbers and suitable for all kill line, choke line, check valves, lines etc.
 - b) Companion /suitable flanges for 3-1/16" to 1-13/16" and 3-1/16" / 3-1/8" to 2" line pipe female thread.
- xi) All BOPs shall be complete with sufficient numbers of studs with nuts & ring joint gaskets.
- xii) Suitable risers with provision for hole filling line.
- xiii) Poor boy swivel and d/pipe shut-in valve 5000 PSI WP with compatible R/hose & D/pipe connections.

- xiv) The Contractor shall bring adequate quantity of studs, and ring joint gaskets and wrenches for hooking up all the above sizes of stacks and also for replacement of damaged ones.
- xv) The ultimate responsibility of making the well head complete lies with the Contractor. Contractor shall identify and bring all other items, which are not mentioned above but required to carry out drilling operation. (Well head stack-up drawing to be provided to the Contractor prior to mobilisation).
- xvi) All above BOPs should be hydraulically operated with hydraulic/manual locking arrangement.

Note: BOPs should be either new or overhauled & certified and tested by the manufacturer. The certificate should not be older than 05(five) Years. BOPs are to be installed, tested & operated as per API RP53. All Adapter flanges, spools, DSAs, flanges, etc. shall be as per API Spec 6A, Latest Edition.

B. CHOKE & KILL MANIFOLD (As per API Spec. 16 C):

- i. One set of 3-1/8" x 5000 psi choke manifold rigidly supported, with two each of manually and hydraulically operated chokes as per API Spec. 16C, Latest Edition including control console mounted at derrick floor showing all necessary parameters.
- ii. Two nos. each of manually operated and hydraulically operated gate valves of size: 3-1/8" x 5000 psi along with two numbers of check valves for kill line & choke line.
- iii. BOP/Casing head housing side valves – (One each) gate valve and check valve on kill lines side of size 3-1/8" x 5000 psi.
- iv. Kill lines and choke lines, articulated or flexible (Co-flexi preferred) of sufficient lengths to match drilling spool side outlet connections and kill/choke manifold connections. (Well killing pump will be placed at least 150 ft. away from well bore).
- v. 5000 Psi WP (min) rigidly supported kill manifold with provision for connection onto slush pumps and high pressure killing pump by means of 2" ID x 5000 Psi (min) chiksan hoses.
- vi. Adequate number of 2" ID x 5000 Psi (min) chiksan hoses for hooking up well killing pump, test lines, emergency kill line etc.
- vii. Choke & kill manifolds shall be complete with all necessary studs & nuts, ring joint gaskets & fittings etc.

C. BOP CONTROL UNIT (As per API Spec. 16 D):

- i. 1 No. Koomey or internationally fields proven reputed make skid mounted accumulator & Control Unit for BOP. 3000 Psi WP to suit BOP and choke manifold configuration with two remote controls, adequate reservoir capacity to meet all the requirements & complete with skid mounted pipe

racks to keep the control unit at about 100 ft away from the well. The unit shall consist of adequate number of accumulators of 11 to 15 gallon capacity each, & complete with necessary pressure actuator switches to make unit both automatic & manual. Bidder to forward the work sheet indicating the reservoir capacity & accumulator capacity along with the bid.

- ii. Arrangements for charging the accumulators with nitrogen, as and when required.
- iii. BOP control unit shall be complete with electrical and air operated pressurizing system, capable of pressurizing up to 3000 psi.
- iv. Adequate number of hydraulic accumulators, adequate capacity reserve tanks and all necessary fittings for safe operation of the BOP stack as specified earlier. OIL reserves the right to increase/decrease the reservoir / accumulator sizes.
- v. BOP remote control unit with graphic visual display, one on the derrick floor and another on the opposite side 100' away from the well bore.
- vi. All electrical items should be suitable for hazardous area, zone-1 Gas Group I & II.
- vii. Sufficient number of high pressure control lines shall be made available in pipe rack for connection between BOP & control Unit placed 100' away. Also adequate length of air hose bundles for connection of both remote control panels.

D. WELL CONTROL ACCESSORIES:

- i. Inside BOP Valve minimum two (02) numbers of 10000psi with 4-1/2" IF connection.
- ii. One set of BOP testing unit with suitable high pressure test pump.
- iii. One no. of 5" inside BOP for making up with drill pipe, having pressure ratings to suit BOP stack rating and with matching thread connections.
- iv. Cup Testers for testing 13-3/8" (61ppf), 9.5/8" OD (47 ppf) and 7" OD (29 ppf) casing with facility of interchange ability of cup to suit different weight of aforesaid casings, shall be provided by the Contractor.

Note: All wellhead equipment/accessories viz. BOPs, spools, choke and kill manifolds, BOP Control Units etc. should be pressure tested to its rated capacity and should be certified as per API recommended practice.

8.2.2 TUBULARS- [New/ Premium Grade- (API (NDT) inspection report)]:

A. DRILL PIPE / PUP JOINT (AS PER API SPECIFICATION 5DP):

Contractor shall provide new/unused/**valid NDT certified** Drill pipes and Pup joints. Supporting document in the form of manufacturer's certificate to this effect should be forwarded prior to mobilization. However, Premium grade drill pipes & drill pipe pup joints with recent NDT inspection as per API standard registered agency with documentary evidence may be offered. But, OIL reserves

the right to inspect at random and verify through independent NDT inspectors for acceptance. In case of non-acceptance of the drill pipes & drill pipe pup joints due to any discrepancy, contractor shall have to re-inspect the whole drill pipes and drill pipe pup joints in presence of OIL's representative at their own cost.

- i. Minimum 3200 m of 5" OD, 19.5 PPF Drill pipe consisting of Gr. 'G' flash / friction welded, tapered or square shoulder, Internal External upset in range 2 length. Tool jt. Connection shall be 4.1/2" IF (NC 50) with hard banding on box ends.
- ii. Minimum 1000 m of 3.1/2" OD, 13.3 PPF Drill pipe consisting of Gr. 'G' flash / friction welded, tapered or square shoulder, Internal External upset in range 2 length. Tool jt. Connection shall be 3.1/2" IF (NC 38) with hard banding on box ends.
- iii. 3 Nos. each of 5-inch OD, pup joints of 5ft. 10ft and 15 ft length with identical specification as in (i) & (ii) above but without hard banding.
- iv. Installation tool for installing grip-lock type rubber protectors on 5" OD drill pipe with adequate numbers of rubber protectors for the entire contractual period.

B. DRILL COLLARS & HEAVY WEIGHT DRILL PIPE:

- i. One No. 9.1/2" OD, 3" ID, slick/ spiral drill collar of 15 ft. length, with API 7.5/8" regular connections, having bore back box up & down connection with slip recess & complete with suitable lifting plugs.
- ii. 3 nos. 9.1/2" OD, 3" ID, slick/ spiral drill collar approx. 30-31ft length, with API 7.5/8" regular connections, having bore back box up & down connection with slip recess & complete with suitable lifting plugs.
- iii. 06 Nos. 8" or 8-1/4" OD, 3" or 2-13/16" ID, 6.5/8" API regular, 30 ft long, spiral drill collars having bore-back box and stress relief pin, with slip recess and complete with suitable lifting.
- iv. 15 Nos. 6.1/2" OD, 2.13/16" ID, 4" IF, 30 ft. long, spiral drill collars having bore-back box and stress relief pin, with slip recess and complete with suitable lifting plugs.
- v. Minimum 10 Nos. 4.3/4" OD, 2.1/4" ID, NC35, 30 ft. long, spiral drill collars, with slip recess and complete with suitable lifting plugs.
- vi. Minimum 18 No. 5" OD, 50 PPF, 3" ID 30 ft long, 6.1/2" OD tool joints 'heavy-weight' with Hard Banding drill pipes with 4.1/2" IF box-up & pin down connection with stress relief.
- vii. Minimum Eighteen (15) nos. 3.1/2" OD, 25.3 PPF, 2.1/16" ID 30 ft long, 4.3/4" OD tool joints "heavy-weight" / "thick wall" drill pipes with NC 38 (3.1/2 IF) box-up & pin down connection with stress relief grooves.
- viii. Drill collars with elevator recesses with sufficient fishing neck in addition to slip recesses shall be acceptable.

ix. Minor variation in dimension for drill collars and heavy weight drill pipes shall be acceptable.

x. Lifting subs for Drill collars

- a. OD 4-3/4", Connection 3-1/2" IF PIN, Neck OD -3-/12" :- minimum 05 numbers.
- b. OD 6-1/2", Connection 4-1/2" IF PIN, Neck OD -5" :- minimum 05 numbers.
- c. OD 8-1/4", Connection 6-5/8" REG PIN, Neck OD -5" :- minimum 04 numbers.
- d. OD 9-1/2", Connection 7-5/8" REG PIN, Neck OD -5" :- minimum 02 numbers.

C. ONE LOT OF NECESSARY SUBSTITUTES, STABILIZERS, REQUIRED FOR DRILL STRING AS WELL AS FOR COMBINATION STRING:

All items including but not limited to those mentioned below shall be supplied by the contractor. Should be supported by API (NDT) inspection report.

1. BIT SUBS:

The bit subs with suitable API Connections should be for 26", 17-1/2", 12-1/4", 8-1/2" & 6" bits and to connect with above drill collars specified in para 8.2.2 (B).

- i. 1 No. 9.1/2" OD x 7.5/8" API regular double box bit subs with recess for Baker back pressure valve insert.
- ii. 2 Nos. 6.1/2" OD x 4.1/2" API regular box down x 6.1/2" OD x 4" IF (NC 46) box up bit subs.
- iii. 2 Nos. 9.1/2" OD x 7.5/8" API regular box down x 8" OD x 6.5/8" API regular box up bit sub with provision for back pressure valve insert.
- iv. 2 Nos. 8" OD x 6.5/8" API regular double box bit sub with provision for back pressure valve insert.
- v. 2 Nos. 4.3/4" OD (3.1/2" Regular Box – NC-35 Regular Box) bit sub.

2. CROSS OVER SUBS:

Enough cross-over subs to make all possible BHA and to make all possible drill and fishing string configuration during operation by using drill collars of various sizes as specified in para 8.2.2 (B) above shall be provided. The following cross-over subs should be provided but not limited to:

- i. 1 No. 6.1/2" OD x 4" IF box up, 9.1/2" OD x 7.5/8" API regular pin down cross over subs.
- ii. 2 Nos. 4" IF box up x 6.5/8" API Regular pin down crossover bottle neck subs.

- iii. 3 Nos. of 6.1/2" OD cross over sub with 4.1/2" API IF Box up x 4" API IF Pin down connection.
- iv. 1 No. 6.1/2" OD cross over subs with 4.1/2" API regular pin down and 4.1/2" IF box up connections.
- v. 1 No. 8" OD x 6.5/8" API regular box up and 9.1/2" OD x 7.5/8" API regular pin down cross over sub.
- vi. 2 Nos. of 4.1/2" IF Box up x 6.5/8" API Reg. Pin down bottle neck sub.
- vii. 2 Nos. of NC35 Box up x 4.1/2" IF Pin down bottle neck sub.
- viii. Double pin sub of undernoted connection with appropriate OD x ID
 - a) 4" IF x 4.1/2" API Reg.: 1 No.
 - b) 6.5/8" Reg - 6.5/8" Reg: 1 No.
 - c) 6.5/8" Reg -7.5/8" Reg: 1 No.

3. STABILIZERS:

- i. 1 No. in-string integral blade / replaceable sleeve type stabilizers having 7.5/8" API regular connection for 26" hole.
- ii. 1 set 17.1/2" sleeve type with mandrel size 9.1/2" OD & 7.5/8" API regular connections and with adequate nos. of replaceable sleeves for 17.1/2" hole.
- iii. 1 set 12.1/4" sleeve type stabilizers with mandrel 8"OD, 6.5/8" API Reg. Connection. This stabilizer shall be used in conjunction with 12.1/4" sleeve for 12.1/4" hole. Adequate number of replaceable sleeves shall be available as backup.
- iv. 1 set 8.1/2" sleeve type stabilizers having 4" IF box up x 4.1/2" regular box down connection respectively, and with adequate numbers of replaceable sleeves for 8.1/2" hole.
- v. 1 set 6" sleeve type stabilizers having 3.1/2" Regular Box – NC-35 Regular Box down connection respectively, and with adequate numbers of replaceable sleeves

NOTE: One set means 01 number of near bit double box & 03 nos. of string stabilizers easy replaceable or integral blade type.

4. OTHER SUBS:

- i. Minimum 3 nos. of 4-1/2" IF BOX TO 4-1/2" PIN **TDS** saver Subs for entire duration of the contract.
- ii. All rotary substitutes and other substitutes necessary in pressure line etc. required to carry out drilling and all other rig operations shall be supplied by the Contractor in sufficient quantity, and it will be Contractor's responsibility to find out the requirement. The

Contractor shall also provide the necessary substitutes required to use 3 1/2" EUE tubing connection.

D. Not in Use

E NDT TESTING:

All tubular, rotary substitutes shall be NDT inspected as per API standard after completion of every 6 months of drilling. Contractor shall also provide documentary evidence of API standard inspection carried out on tubular and rotary substitute at the time of mobilization.

F. HANDLING TOOL:

All items, including but not limited to those mentioned below shall be supplied by the contractor. Please note that the ultimate responsibility lies with the contractor for supply of all handling tools as per their inventory of items.

(I) ELEVATORS:

- i. 1 Set 350 Ton capacity air operated elevator spider (dressed as elevator and slip) complete with all accessories and slip assemblies to handle 7", 9-5/8" & 13-3/8" casings.
- ii. 2 Nos. 250 Ton side door elevators for 20", 13-3/8", 9-5/8", 7" Casings.
- iii. 2 Nos. each centre latch elevator, capacity 150/100 ton, for 9-1/2", 8-1/4", 6-1/2" & 4.3/4" drill collars.
OR As per Section B of point no. x above with requisite lifting subs with neck OD of 3-1/2" and 5" to facilitate lifting with 3-1/2" and 5" Drill pipe elevators.
- iv. Lift plugs/Lifting Subs in sufficient quantity for all sizes & nos. of drill collars.
- v. 2 Nos. Centre latch elevator, capacity 350 ton, for 5" OD drill pipe.
- vi. 1 No. centre latch elevator, 250 ton capacity for 3-1/2" OD drill pipe.
- vii. 1 No. each of centre latch elevators, capacity 150 ton, for 3.1/2" OD EUE/VAM tubing.
- viii. 2nos. each of Single joint elevators complete with swivel and wire rope sling assembly for 20", 13.3/8", 9.5/8" & 7" Casing.
- ix. 1 No each of Single joint elevators complete with swivel and sling assembly for the sizes of 20", 13.3/8", 9.5/8", 7" & 4.1/2" Casing.
- x. Any other handling tool as felt necessary by the contractor. Supply of elevators for all sizes of tubular with replaceable spares shall be the responsibility of the contractor.

(II) ROTARY SLIPS:

- i. 1 No. Casing hand slips each for 27.1/2" rotary table for handling: 20", 13.3/8", 9.5/8", 7" and 4.1/2" casings.
- ii. 2 nos. hand slip / power slip for handling 5" & 3.1/2" OD drill pipes medium / extra-long type to suit pin / square drive master bushing. Contractor should also provide slips to handle 4.1/2" OD tubular.
- iii. 2 Nos. medium rotary slip (hand / power) complete with inserts for 3.1/2" Drill pipe/Tubing.
- iv. 1 set consisting of total two nos. for all sizes of drill collar (4.3/4", 6.1/2", 8" & 9.1/2" OD).
- v. 1 set consisting of total two nos. of 3.1/2" manual tubing spiders.
- vi. Any other handling tools as felt necessary by the contractor. Supply of slips for all sizes of tubular with replaceable spares shall be the responsibility of the contractor.

(III) SAFETY CLAMPS: Safety clamps to handle all sizes of drill collars.

(IV) 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) 3.1/2"& 5" OD drill pipes/ tubulars & drill collars of all sizes from 4.3/4" upto 9.1/2" OD.
- ii) Tubing tongs (both 3.1/2" OD EUE N-80 and VAM) including coupling tong.
- iii) 20", 13.3/8", 9.5/8", 7" casings Tongs .

Note: In case the rig is equipped with Iron Rough neck with part range / complete range of tubular, same is also acceptable.

(V) HYDRAULIC / PNEUMATIC TUBULAR HANDLING TOOLS:

- i) Hydraulic power casing tongs complete with hydraulic power unit with suitable prime mover, standard accessories and pivot head for: 20", 13.3/8", 9.5/8", 7" casing.
- ii) 1 no. reversible pipe spinner for handling drill pipes/tubular in the range 3.1/2" - 5" OD complete with all necessary fittings.
- iii) The operator for power casing tong shall be provided by the contractor at their own cost.
- iv) Hydraulic tongs to handle 3.1/2" tubing.
- v) Any other tongs as felt necessary by the contractor. Supply of tongs for all jobs shall be the responsibility of the contractor.

(VI) CASING/TUBING RUNNING IN:

The Contractor is required to provide services with tools/equipment/consumables for lowering 20", 13-3/8", 9-5/8" casings & 7" liner and 3.1/2" tubing as per tentative casing and tubing policy in two wells in Gabon Shakthi Block-II(G4-245).

- (i) The Contractor shall provide services of running in 20", 13.3/8", 9.5/8" and 7" casing and 3.1/2" tubing with Contractor's tools and personnel. Casings/ tubing have to be made up to desired torque using power casing/ tubing tongs.
- (ii) Hydraulic power casing tongs complete with hydraulic power unit with suitable prime mover /electric unit, standard accessories and pivot head for 20", 13.3/8", 9.5/8" and 7" casing
- (iii) The Contractor is to test and keep in readiness of casing tubing power tong, hydraulic unit in all respect to start casing/ tubing running in operation.
- (iv) The contractor is to make up shoe, float collar and landing collar with casing joint on ground level with the use of thread locking compound.
- (v) The Contractor is to monitor the makeup torque given by power casing tong while tightening shoe / float collar / landing collar / liner hanger etc.
- (vi) The Contractor may be required to use power tong for making up Liner setting Tool complete with all accessories on Drill floor by Rig Crew in coordination with Company Representative & Tool Pusher.
- (vii) The Contractor may be required use power tong for arranging and setting hanger hydraulically if required.

Note: (i) Any other tongs as felt necessary by the Contractor. Supply of tongs for all jobs shall be the responsibility of the Contractor.

*A separate contract for setting Liner Hanger shall be awarded; however, Rig service provider shall arrange for lowering and other support service required.

(VII) CASING FILL-UP TOOL:

The Contractor shall provide Top-Drive casing fill-up tool with seals for 13-3/8", 9-5/8" and 7 " casing.

(VIII) ELEVATOR LINKS:

1 Set each of suitable size and length weld-less links of capacity 350 Tons - 2.3/4" x 108" (min.) and 500 Tons - 3.1/2" x 132" (min.). All links have to be fit for all elevators and all operations.

G. BIT BREAKER / THREAD PROTECTORS / NOZZLES GAUGE / STABILIZER GAUGE:

- i) 1 No. each bit breakers for 26", 17.1/2", 12.1/4", 8.1/2" & 6" for TCR bits (compatible with master bushing). PDC bit breaker shall be supplied with bit.
- ii) 1 set consisting of 2 nos. each size clamp-on or equivalent casing thread protectors for 20", 13.3/8", 9.5/8", 7" & 4.1/2" sizes.
- iii) Stabilizer gauges and bit gauges of 26", 17.1/2", 12.1/4", 8.1/2" & 6" sizes.
- iv) Nozzle gauges for various sizes of nozzles.

H. AIR WINCH:

Minimum 01 No. Air winch mounted on derrick floor having minimum capacity of 10,000Lbs with 5/8" soft wire line. Or minimum of 2 nos. of air winches with 6,750 lbs each.

I. FISHING TOOLS:

All items mentioned below shall be provided by the contractor. Supply of all fishing items and recovery of all fishes in every sizes of hole shall be the responsibility of contractor.

- a. **Overshot:** Series 150 Bowen or Equivalent releasing and circulating overshoots for operation in 17.1/2", 12.1/4", 8.1/2" & 6" hole to catch all sizes of drill collars, heavy weight drill pipes, drill pipes and substitutes as provided by the contractors, with various sizes of spiral grapple, suitable extension sub and oversized lipped guide.
- b. **Super Fishing Jar:** 1 No Straight pull, capable of transmitting full torque in either direction, ability to deliver rapid series of blows when desired, easy closing or resetting, having OD: 6.1/4" and ID: 2.1/4", 4.1/2 API IF RH top sub box connection & bottom pin connection, complete with circulation hole & cone type piston assembly.
- c. **Drilling Jar:** 1 no 6.1/2" OD drilling jar with 4.1/2" API IF RH box & pin connection to be used during drilling.
- d. **Hydraulic / Hydro-Mechanical Jar:** (Fishing Jar Double Acting) - One no. each Type "Z" Bowen or equivalent of other make as mentioned above of 8" / 7 3/4", 6 1/2" / 6 1/4", 4 3/4" & 4 1/4" OD Oil Jar.
- e. **Safety Joints:** 1 No. of Bowen or equivalent for operating in 12.1/4" & 8.1/2" hole size.
- f. **OTHER FISHING TOOLS:**
 - i) **REVERSE CIRCULATING JUNK BASKET:** 1 No. each Bowen or equivalent R.C.J.B complete with accessories for the various

hole sizes i.e. 17.1/2", 12.1/4", 8.1/2" , 6" etc. for 7" & 4.1/2" completion wells as per requirement.

- ii) **JUNK SUBS:** 1 No. each Bowen or equivalent Junk subs for operating in the various hole sizes i.e. 17.1/2", 12.1/4", 8.1/2" , 6" etc. for 7" & 4.1/2" completion wells as per requirement [with 8" OD Drill Collar: 6.5/8" Regular pin-box and for 6.1/2" Drill Collar: 4"IF pin-box].
- iii) **FISHING MAGNET:** 1 No. fishing magnet with standard fishing neck for operating in 12.1/4", 8.1/2" hole & 6" hole.
- iv) **IMPRESSION BLOCK:** 1 No. impression block with standard fishing neck for 12.1/4", 8.1/2" & 6" hole size.
- v) **JUNK MILL:** 1 No. each Flat Bottom Junk Mill with standard fishing neck for hole sizes of 17.1/2", 12.1/4", 8.1/2"& 6". All materials required for re-dressing of mills shall be provided by the contractor. Re-dressing of mill, if any, shall be carried out by the contractor.
- vi) **CASING SPEAR:** Casing fishing spears for different sizes of casing on call out basis.
- vii) **TAPER TAP:** 1 no. each 6.3/8" OD Taper Tap with 4.1/2"IF connection [Range 4.3/4"-3.1/4"] and 4.3/4" OD Taper Tap with 3.1/2"IF connection [Range 3.11/16"-2.3/16"].

J. CASING SCRAPER / ROTOVERT:

01 no. each Casing Scrapper for 9.5/8" (47 PPF), 7" (29 PPF)

K. SHOCK ABSORBER SUB: Axial Vibration & Shock absorbing tool- 01 no. each of size 6.1/2" OD & 8" OD.

L. DRIFT: Two API drift mandrels each for 20", 13.3/8", 9.5/8", 7

M. DEVIATION EQUIPMENT: TOTCO tool for deviation reading range up to 10 deg with heavy bars and extensions.

N. DOPE: For Casing, tubing and other tubular.

O. FIRE FIGHTING EQUIPMENT:

- (i) Contractor is to provide Suitable Fire Fighting & Safety equipment as required for Oil Well Drilling which includes one engine driven fire pump of capacity min 1800LPM @7kg/cm², static water tanks, fire hoses, portable extinguishers, personnel having fire fighting training are to be provided by the Contractor.
- (ii) Ring Line for Fire Fighting: The contractor shall lay a 4" dia. Fire fighting delivery line with adequate number of fire hydrants and monitor located at strategic points which must be connected to the delivery of the engine driven fire pump.

- (iii) This is a mandatory requirement and shall be frequently tested for fire fighting purposes. In case of non-functioning of the ring line for fire fighting, OIL reserves the right to stop further operations and nil day rates will be applicable till the time the line is made functional.
- (iv) The contractor shall comply with any / all other regulation (s) that comes into effect from time to time in this regard.
- (v) **Minimum one no. 50 KL** capacity water storage tank for Fire Fighting to be made available.
- (vi) Independent source of source water supply **(to be provided by OIL)** along with motor/engine driven pump must be made available for filling up of the fire fighting water storage tanks.

P. MISCELLANEOUS TOOLS & EQUIPMENT:

1. **Welding Machine:** Welding generator capable to generate welding current at 480 Hz with Constant Current characteristics with all associated welding and cutting apparatus, Oxy-acetylene cutting equipment with flash back arrestor, brazing etc. with all consumables.
2. 1 No. each of circulating head for 20", 13.3/8", 9.5/8" & 7" BTC casings,
3. 1 No. poor boy swivel for 4.1/2" IF drill pipes.
4. Circulation Heads:
 - i) One No. drill pipe circulating sub 4.1/2" IF fitted with quick opening gate valve and Chiksan hose connection.
 - ii) One No. of drill pipe circulating sub for 3.1/2" IF connection
5. Mud basket for use during round trips with Drill Pipes of sizes 5" and other tubular.
6. Adequate number of appropriate size back pressure valves to be installed on bit subs during different stages of drilling (complete with installation tool).
7. One No. of additional reels of drilling line (as per specification of the rig).
8. Appropriate riser for all stages of drilling.
9. Rig warehouse and workshop
10. Complete sets of tools / wrenches.
11. Suitable size & number of bell nipples and flow nipples for making up at the well head.
12. Drill pipe and tubing spinner suitable for all sizes and capacity to be operated with rig air supply.
13. All handling and running equipment to run 3.1/2 EUE DST string.
14. Drill Pipe wiper rubbers for 5" Drill Pipe [And for 3.1/2" drill pipe]
15. Drill Line cutter
16. Shackles and hooks for rig floor tuggers

17. Mud saver buckets for 5” drill pipe
18. The Contractor shall provide, at his cost a Barytes loading platform with shed to facilitate storing and mixing of mud chemicals at well site with Barytes loading & mixing hopper facility.
19. Flare line and stack of sufficient length to position off location. Flare is to be equipped with spark arrestor.

Q. TRANSPORTATION SERVICES:

- i. Transportation of Contractor’s personnel, OIL’s company man/representatives & their material from camp site to drill site and between drilling sites shall be the responsibility of the Contractor. All vehicles deployed for this purpose should be in prime condition.
- ii. Contractor will be responsible for providing all facilities including personnel for unloading/loading and proper stacking/storing of company's materials at drilling site/camp site.
- iii. All requirements of crane(s), oil field trucks during rig up/rig down & inter-location movements are to be provided by the Contractor. Any additional requirement of crane (s) for any specific purpose at site during well operation shall be provided by OIL.
- iv. Chemicals required for preparation of mud and completion fluid, and Cement shall be supplied by OIL’s other service providers. Crane service for loading/unloading, stacking etc. of these chemicals /cement shall be provided by OIL as and when required.
- v. In case of well emergency, it is the responsibility of the Contractor to evacuate man, machine and materials if situation demands so.
- vi. Transportation, loading/unloading, stacking etc. at well site of these consumables shall be carried out by the contractor with the help of Contractor's own resources. Cranes for this purpose will be provided by OIL.
- vii. During Inter-location Movement, any left out consumables including but not limited to, well head, casing, tubing or any kind of tubular, bits, etc. should be collected, loaded, unloaded, stored, handled, transported between locations by the Contractor.
- viii. The contractor must provide at their cost, equipment & services of the following minimum number
 - a. Sufficient number of load carrying vehicles will be required so that the inter-location movement is completed without any delay. Cranes for this purpose will be provided by OIL
 - b. For loading-unloading and stacking of heavy items belonging to all other service providers engaged by OIL at the drill site or base camp, the required crane service will be provided by OIL as and when required.

Note : Crane Service will be provided by Company (OIL)

R. OTHER PROVISIONS TO BE PROVIDED BY CONTRACTOR

During well testing (Production Testing)

1. Making & breaking including stacking and running in of 3.1/2” production tubing (both EUE N-80 and VAM tubing) as per the standard practice.
2. Installation of Tubing Head Spool, packing of secondary seal and testing of the same as per the rating.
3. Testing of X-Mass tree and installation of the same.
4. Making necessary tubing/ casing connections to the well head set up.
5. Hooking up of the production equipment namely Tanks, Separator, Steam jacket, ground X-Mas tree etc. and test the same before commissioning as per the requirement.
6. To make the gas flare line to the flare pit.
7. To measure the flow rate and to analyse the produced fluid as and when required.
8. To maintain the tubing tally including any down hole production equipment run.
9. All necessary surface connections to be made by the contractor for enlivening of the wells using nitrogen pumping unit. Crane services to be provided by OIL in case Logging, CTU, VSP etc. operations are carried out.
10. Hooking up of the steam lines to production tanks and steam jacket.

8.3 GROUP-III : (MUD /AIR/WATER/FUEL SYSTEM)

A. MUD SYSTEM:

- a) A mud system having minimum capacity of approximately 1400 bbls , with the following tanks / tanks compartments:
 - (i) Mud processing Tank.
 - (ii) Active tank
 - (iii) Reserve tank.
 - (iv) Pill/Slug Tank
 - (v) One trip tank (minimum 50 bbl., with two nos. of centrifugal pumps of minimum 20 HP capacity having explosion proof, electric motor Trip tank should have suitable calibration of facility)
 - (vi) One mixing tank
 - (vii) Continuous casing fill up system for all sizes casings.
 - (viii) All mud tanks are to be provided with Drill water & Diesel supply lines.

Note: Provision of suction of mud from any of the reserve tanks with any of the mud pumps and with suitable facilities for transfer of mud from active to reserve tank or vice versa. Also, suction from intermediate tanks to mud pumps to be possible.

b) The Mud System Includes the following:

- i. Minimum 2 nos. High Speed **Linear Motion Shale Shaker [LMSS]** capable of handling at least 1500GPM [With 1.08 sp. Gravity water/ polymer based mud] and sufficient number of screens from API 20 to 250+ mesh size for drilling various hole sections.
- ii. **Linear Motion Mud Cleaner**, capable of handling at least 1400GPM [1.08 sp. Gravity water/ polymer based mud], having screen size up to API 325 mesh size with Desander & Desilter installed over it (Underflow of Desander & Desilter diverted over the shaker screen) having the following capacities:
 - (1) Desander (Hydro cyclone type) capacity at least 800GPM, (With min. 2 cones) complete with TRW Mission (8" x 6" x 14") or equivalent centrifugal pump and 75 HP (min) motor.
 - (2) Desilter (Hydro cyclone type), capacity at least 1400 GPM, (With 16-20 cones arranged in 2 rows or circular arrangement) complete with TRW Mission (8" x 6" x 14") or equivalent centrifugal pump and 75 HP (min) motor.
- iii. Degasser, Vacuum type capacity at least 1200 GPM, complete with suitable compressor, motor and proper gas disposal system with poor boy degasser chamber for disposing gas beyond hazardous area / zone.
- iv. Mud gas separator
- v. Two no 10 HP (min) mud agitators with gear box having a min.36" dia. impeller with 4(min) bottom gun jet per tank.
- vi. Mud mixing system, consisting of low pressure hoppers and electric motor driven centrifugal pumps. The System should be capable of mixing mud system should contain hoppers & 100 HP centrifugal charging pumps.
- vii. Jet shearing device: one no.
- viii. The active mud system should have one platform adjoining the tank with approx. dimensions of 30' x 20' for keeping Bentonite, barites & other materials for mixing purposes. Alternatively, Contractor should keep adequate provision for keeping Bentonite, Barites and other chemicals at site.
- ix. The reserve tank should have independent suction & delivery lines with mixing arrangement through the hopper.
- x. Electric motor driven centrifugal pumps for above mud cleaning and degassing equipment. Throughout the tank system the

following lines shall be installed as required complete with all necessary valves fittings & unions:

- suction lines
- mud roll
- discharge line
- water line
- Mix line

- xi. Moreover the following shall also be provided by the Contractor-
- a. A suitable number of stairways from ground to top of tanks, from ground to choke manifold level, from choke manifold level to top of tank.
 - b. One crossover platform from mud tank to substructure complete with stairs.
 - c. Tank shall be covered with bar grating.
 - d. Hand rails shall be provided on all the outer boundaries of the tanks.
 - e. The mud tanks and all other accessories are to be mounted on rugged oilfield skids. Mud tanks should be in good working condition and rugged enough to last the entire duration of contract including an extension if any, without having to undergo repairs irrespective of their movement.

B. RIG AIR SYSTEM:

Rig air compressor package complete with utility hut consisting of the following:

- i) Two Nos. electric motor driven reciprocating / centrifugal air compressors each having a capacity of min. 90 CFM at 125 psig working pressure, complete with all accessories.
- ii) One number cold start compressor capacity 30-40 CFM at 150 psig rated working pressure, driven by diesel engine.
- iii) 2 nos. air receivers hydraulically tested within last three years with documentary evidence. These receivers should be as per rig design and deployment of the equipment and should be of enough capacity to cater the need of air requirement for smooth operations and complete with air dryer, safety relief valve, condensate drain trap etc.

C. RIG WATER SYSTEM: Arranged by OIL

D. ELECTRICITY:

- (a) 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. Provision shall be made for standby generators both at camp & well site to ensure uninterrupted supply of electricity.

Adequate lighting shall be provided in the camp, campsite, and drill site by the Contractor. Supply of electricity to company's mud logging unit and other equipment which operate on 220/415V - 50 Hz shall also be the contractor's responsibility at their cost. The contractor must provide facility for running all electrical equipment of other service providers & their own both at 50Hz - AC and 60 Hz AC capacity wherever they are applicable. Rig lighting system shall conform to API standard and be connected to the main rig power system. Standby provision should be kept to meet the requirement as and when necessary. In addition the contractor must provide 5 (Five) Nos. of Flasher type aviation warning light for fixing at mast and conforming to API standard, which shall be used as per OIL's instruction.

- (b) All electrical equipment such as motors, light fittings, push button stations, plug & sockets, junction boxes, motor starters etc. used in hazardous area should be suitable for use in hazardous areas of Zone I and Gas group IIA & IIB of Oil Mines.
- (c) Transformer, Lighting Transformer, Generator:
In case of 3-phase and 4 wire systems & the middle conductor of a 2 phase 3 wire system - The neutral conductor shall be earthed by not less than two separate and distinct connection with a minimum of two different earth electrode or such large number as may be necessary to bring the earth resistance of neutral to a satisfactory value.
- (d) The neutral system should be such that, the fault current shall not be more than 750 mA in installations of voltages exceeding 250V and up to 1100 volt system for oil mines. The magnitude of the earth fault current shall be limited to the above value by employing suitably designed restricted neutral system of power supply.
- (e) Earth leakage protective device: All the outgoing feeders for motor control, lighting (of voltage not exceeding 250V) shall be provided with earth leakage protective device so as to disconnect the supply instantly on the occurrence of earth fault or leakage of current.
- (f) All the electrical equipment, PCRs, Diesel tanks, Mud tanks, Mast, Bunk houses, storage etc. should be double earthed (i.e. with two separate and distinct connection).
- (g) The Contractor shall provide the following in technical bid:
 - i. Single line power flow diagram of the rig.
 - ii. A Plan layout of electrical equipment used in the rig.
 - iii. Details of all electrical equipment used in the rig.
 - iv. Details of all cables, light fittings, push button stations, plug & sockets, junction boxes, motor, starters etc. used in the rig.
 - v. A layout of the complete earthing system including earthing of diesel tanks, PCRs, all motors, motors starters, alternators & any other electrical equipment used for the purpose.

- vi. Equipment commissioning record and statutory record registers.
- (h) All Electrical Cables used in the Drilling Rig should be multi core flexible copper cables (armoured or screened) of 1000 volts grade, EPR insulated, CSP/NBR sheathed. All electrical cables shall conform to the provisions stipulated in line with IS-9968.

E. MISCELLANEOUS ITEMS

The following items shall form part of the rig package.

- (a) Dog house
- (b) Two section cat walk and pipe racks of sufficient capacity and length.
- (c) Storage and tool house.
- (d) Pipe and casing rack of suitable height and adequate capacity.
- (e) Suitable arrangement at the end of flow nipples of well head for fixing as monitoring equipment, with a suitable shed for the gas logger at that location.
- (f) Gas Monitoring apparatus.

F. DRILLING INSTRUMENTATION:

The rig should be equipped with the following instruments of Martin Decker or equivalent New Generation instrumentation system i.e. Drill Watch, Touch Screen type digital and Analog display monitors at 3 rig stations with data acquisition and printing facilities for monitoring drilling parameters:

- a. Martin Decker type E/EB or equivalent wt. indicator complete with accessories and suitable wire line anchor for appropriate number of lines strung at Driller console.
- b. Driller's console should contain 1 No. of suitable Mud pressure gauges (additionally one on stand pipe manifold, one each at each mud pumps), weight indicator, tong torque system, rotary torque gauge, Rotary RPM, Rotary & Top drive Torque and pump SPM counter for each rig pump, remote mud pump pressure gauge, Mud Vol. Totalizer, Return Mud flow, Trip Tank Level, Hole Depth, Bit Position, Casing Pressure, ROP. It should include emergency honking system, signal alarm and visual display boards at strategic points.
- c. Advanced integrated Drilling Instrumentation System to be provided for recording of Hook Load, Weight on Bit, ROP, Rotary & Top drive Torque, RPM, SPM-1, SPM-2, Hole Depth, Bit Position, Total SPM & Stand pipe pressure, Total Strokes, Mud Volume of individual tanks, Trip Tank Level, Active Mud Volume, Mud Loss/ Gain, Mud Temp in, Mud Temp Out, Return Mud Flow, Tone mile, Tong line pull, Casing Pressure. However, in addition to above, digital / analog display of applicable parameters shall be provided.

- d. One intercom telephone system for Rig communication between rig floor and other areas of the rig to be provided which should have flame proof fittings at hazardous places and should be approved by statutory authorities
- e. Calibrated Pressure Gauges are to be provided at Stand pipe manifold, Choke manifold, Discharge of individual mud pumps.
- f. Gas Detection System for Three/Two fixed locations (Flow line, Shale Shaker and after Degasser on Mud tank) as per standard practice in Oil Industry.

G. GENERAL NOTES:

1. Minor variation in size and specification of tools and equipment quoted with the rig should be acceptable provided these are fully compatible with the offered rig.
2. The total number of rig loads required for rig movement should be clearly spelt out in the bid giving details of each load.
3. Approximate transportable dimension of one rig load should be confined to 9 M (L) x 3.5 M (W) x 3 M (H).
4. The Bidder shall submit the layout drawing of the offered rig package indicating loading pattern of soil / foundation under the following conditions:
 - (i) While raising / lowering mast.
 - (ii) With rated hook load + set back load.
 - (iii) With casing and set back load.

The above shall be furnished with the bid.

5. The Contractor shall stock, adequate amount of screens of different sizes for shale shakers and size 175 and beyond for mud cleaner. Simultaneously, enough stock of Desander /Desilter / mud cleaner cones & other spares shall also be maintained by the Contractor.
6. 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 to ensure smooth operation.
7. **Well killing:** The primary responsibility of well killing and all related operations shall lie with Contractor. Contractor shall provide men, material for this purpose. Company shall render help with civil administration when such a situation arises. Competence of the Contractor's well killing operation shall be decided by Company. Based on this, Company reserves the right to bring in external experts.

8. Wire line Logging Service: All logging requirements as depicted in the drilling programme will be met by OIL through logging service provider.

8.4 CIVIL ENGINEERING WORKS:

8.4.1 The approximate well plinth preparation for a similar drilling rig with the Company is broadly as follows:

- i. Approx. plinth areas - 18000 Sq. M(150X120 M).
- ii. Concrete volume - 250 to 280 cum (For foundations of slush pumps, drilling rig, rig engines, etc.).
- iii. Hard standing area: 3800 Sq. M.
- iv. Effluent pit volume: 8,00,000 gal for Development well and 10,00,000 gallons for Exploratory well.
- v. Safe Bearing Capacity: 8.0 Kg/Sq.cm

The Contractor may use the above information as a guide line only. The Contractor's and OIL's responsibilities in this regard are defined below.

8.4.2 All Civil Engineering jobs associated with preparation of approach road, well site plinth, well site toilets as per OIL standard, rig foundation (with cellar) etc. will be the Company's sole responsibility. However, the layout of the offered Rig set-up is to be provided along with the tender as follows:

- a. Rig layout drawing clearly indicating areas where road / hard standing is required.
- b. Substructure foundation design and detailed working drawing.
- c. Cellar foundation design and detailed working drawing. Also, indicate maximum allowable cellar foundation size for four stage and three stage casing policy wells.
- d. Structural configuration and load distribution of the rig package / equipment.
- e. Detailed design and working drawing of any other equipment requiring cement/concrete foundation.
- f. All approach roads to well site and hard standing of well sits will be made from gravel locally available without any black topping what so over as per prevailing practice.

8.4.3 FALSE CONDUCTOR PIPE GROUTING: 30” conductor will be run and cemented during rig site location construction to +/- 10m BGL. The purpose of 30” conductor is to minimize any wash-out at the cellar base and provide a conduit for cuttings returns to shaker header box. The Contractor will provide the 30” pipe (may be in cut pieces) and co-ordinate with Civil Engineering Contractor for proper installation of the same.

- 8.4.4** All grouting required for anchoring pump delivery lines/guy post/any wire line (including supply of civil-materials) will be responsibility of Contractor for such jobs.
- 8.4.5** Maintenance of Well plinth, Approach roads to well sites, shall be the Company's responsibility including supply of materials.
- 8.4.6** OIL will provide the land required for the base camp at Rig/well site with approach road and will also be responsible for preparation of camp site, making foundation, maintenance of this campsite & its approach road including supply of civil materials. However, setting up of the camp other than the mentioned jobs herein is the responsibility of the contractor.

8.4.7 OPERATING/SOURCE WATER: Shall be arranged by OIL

- 8.4.8** Erection and dismantling of jingle wire/panel fencing in well site and base camp is OIL's responsibility.

8.5 OTHER ASSOCIATED SERVICES

The Contractor shall offer the following associated services along with the rig package.

I. CATERING SERVICES

- i. A suitable catering service for serving food to the Contractors personnel and 35 nos. of Company designated personnel shall be made available during the entire contractual period by the Contractor.
- ii. The Contractor shall also provide catering service to all third party Contractors under their purview.
- iii. Charges for food for each additional Company's or Company designated persons shall be paid per meal to be computed on the basis of individual meals.
- iv. Skid mounted modular kitchen having all kitchen essentials should be provided for cooking purpose.

Note: Cooking in temporary sheds will not be allowed.

- II. MEDICAL SERVICES:** Suitable first aid medical services shall be provided by the Contractor on round the clock basis. Contractor shall provide an experienced and trained Medic personnel with sufficient quantity of first aid equipment and medicines to meet any emergency at well site. One temporary isolation bunk to be maintained with all medical facilities for short term isolations.

III. CAMP AND OTHER ESTABLISHMENT

Suitable camp facilities for Contractor's personnel (inclusive of third party Contractor's personnel) including camp site, dispensary and catering services shall be provided by the Contractor. The camp should be well maintained with normal recreational facilities at the Contractor's cost. Additionally, fully

furnished air conditioned bunk house type accommodation should be provided for at least **35 (Thirty Five)** Company personnel or Company's representatives including third party contractor/consultant engaged by the company.

The **camp facilities** to be provided by the Contractor to the Company should include but not limited to the following:

- a) Six (06) Nos. of single seater unit accommodations with attached bath and toilet.
- b) Four (04) nos. of double seater unit accommodation with attached bath & toilet. One no. of this may be placed at well site.
- c) Two (02) Nos. of four seater accommodation with attached bath & toilets.
- d) One (01) No. office cum living bunk house at well site (to be used by OIL officials during site visit).
- e) One (01) dual office unit fully furnished office with internet connectivity, printer etc. to be used as Company Representative's office. This unit should be attached with Tool Pushers office.
- f) One (01) additional office unit to be used by the Drilling Supervisor & other key personnel of Project Management Consultant at well site equipped with PC, internet, printer etc. to accommodate at least 4 officials of PMC.
- g) All bunk houses shall be air-conditioned and fully furnished.
- h) The Company reserves the right to obtain catering services at camp and well site on A-la-carte (other than fixed menu) basis, with room service. Facilities like laundry service will be shared.
- i) At least one (01) spacious air conditioned bunk house containing all recreational facilities for recreational as well as for holding well site meeting.
- j) One (01) laundry unit with attendant service.
- k) One (01) air conditioned bunk house type first aid disbursement room to meet any emergency with doctor and attendant.
- l) A separate dining hall for OIL officials to be provided by the Contractor.

NOTE:

- i) The Contractor should bring light and easily transportable dwelling units for camp establishment.
- ii) All units including those to be used as office/lab. Should be fully furnished and air conditioned with proper lighting arrangements. The dimensional sketches of all units are to be provided with the bid. Disposal of any effluents from toilets/kitchen etc. will be the responsibility of the Contractor. The Contractor shall be solely responsible for keeping the entire camp area and well site neat, clean and hygienic.

IV. 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 to State Laws of Gabon. 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 fire fighting and safety equipment as per laid down practice as per international standard practice prevailing in Oil & Gas Mines.
- iii. Fire protection at drilling sites shall be the responsibility of the Contractor. Necessary action shall be taken and prior arrangements to be made for providing competent persons trained in the field of fire fighting (certificate/diploma holders) at the rig site.
- iv. Documentation, record keeping of all safety practices should be conducted as per international/Gabonese 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.
- v. One ambulance with dedicated driver shall be kept standby at well site for 24 hrs. to meet any emergency with all basic facilities like stretchers, oxygen cylinders, first aid facilities, etc. Small passenger vehicles will not be allowed to be used as Ambulances.

V. SECURITY SERVICES: Shall be arranged by OIL

8.6 PERSONNEL TO BE DEPLOYED

I. 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 drilling & completion phases for which the deployment pattern has to be as per the following norm with the indicated key personnel:

| Table:5 | | | | |
|-------------------------|---------------------------------------|------------------|---------|---------------------|
| Sl. No. | Key Personnel: | Shift (12 hours) | | Number of Personnel |
| | | Day | Night | |
| 1 | Rig Manager | 1 | On call | 1 |
| 2 | Tool Pusher/NTP | 1 | 1 | 2 |
| 3 | Driller | 1 | 1 | 2 |
| 4 | Chief Mechanic | 1 | On call | 1 |
| 5 | Chief Electrician/Electrical Engineer | 1 | On call | 1 |
| 6 | HSE Officer | 1 | On call | 1 |
| Other Personnel: | | | | |

| | | | | |
|----|-----------------------------|----|---------|----|
| 7 | Assistant Driller | 1 | 1 | 2 |
| 8 | Derrick Man/Top Man | 2 | 2 | 4 |
| 9 | Floor man/Roustabout | 5 | 5 | 10 |
| 10 | Rig Mechanic | 1 | 1 | 2 |
| 11 | Rig Electrician | 1 | 1 | 2 |
| 12 | Welder | 1 | On call | 1 |
| 13 | Medic | 1 | On call | 1 |
| 14 | Ambulance Driver | 1 | 1 | 2 |
| 15 | Interpreter(French-English) | 1 | On call | 1 |
| | | 22 | 15 | 40 |

II. KEY PERSONNEL (Qualification and Experience)

(a) RIG MANAGER:

- (i) Should be of sound health and have minimum 10 years work experience in drilling oil/gas wells for (Engineering Graduate) of which at least 03 years should be in a senior management level/ 12 Years for (Engineering diploma /Science Graduate) of which at least 6 years should be in a senior management level.
- (ii) Must possess valid well control certificate (IWCF- Level 4) / IADC Well Cap/Sharp (Supervisor) and should be conversant with well control methods to take independent decisions in case of well emergencies.
- (iii) Qualification: Must be Engineering/Science Graduate or 3 Years engineering diploma holder.

(b) TOOL PUSHER:

- (i) Should be conversant with working in Diesel Mechanical/Electrical AC/SCR system diesel electrical rigs or AC/VFD Rig.
- (ii) Must possess valid well control certificate (IWCF- Level 4) / IADC Well Cap / Sharp (Supervisor) 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 property.
- (iv) Qualification and experience:
 - a) Graduate in Engineering with minimum 10 years' experience in Drilling.
 - Or**
 - b) 3-Years Diploma in Engineering or B.Sc. or equivalent with minimum 12-years in Drilling, out of which at least one year as rig-in-charge in exploratory & development wells.

(c) TOUR PUSHER/NIGHT TOOL PUSHER:

- (i) Should be conversant with working in AC/SCR system diesel electrical rigs or AC/VFD Rig.

- (ii) Must possess valid well control certificate (IWCF- Level 4) / IADC Well Cap/ Sharp (Supervisor) 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 property.
- (iv) Qualification and experience:
 - a) Graduate in Engineering with minimum 06 years' experience in Drilling.
 - Or**
 - b) 3-Years Diploma in Engineering or B.Sc. or equivalent with minimum 08 years in Drilling, out of which at least one year as rig-in-charge in exploratory & development wells.

(d) DRILLER:

- (i) Should be conversant with working in AC/SCR system diesel electrical rigs or AC/VFD Rig.
- (ii) Must possess valid well control certificate minimum (IWCF- Level 3) / IADC Well Cap (Fundamental) / IADC Well Sharp (Driller) 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 property.
- (iv) Qualification and Experience:
 - a) BE/B Tech with 5 years' experience including 2 years as driller in drilling rig.
 - OR**
 - b) B.Sc. /Diploma in Engineering with 7 years' experience including 3 years as driller in drilling rig.
 - OR**
 - c) 10+2 or equivalent with 10 years' experience including five years as driller in drilling rig.

(e) ASSISTANT DRILLER:

- (i) Should be conversant with working in AC/SCR system diesel electrical rigs or AC/VFD Rig.
- (ii) 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 property.
- (iv) Qualification:
 - a) Diploma in Engineering/ Science Graduate with 2 years' experience in drilling rig including one year as Asst. Driller.
 - OR**

b) 10+2 or equivalent with 4 years' experience in drilling rig including 1 year as Asst. Driller.

(f) DERRICK MAN/TOP MAN:

Should be of sound health and have minimum 01 year experience as Top man in a drilling rig.

(g) FLOOR-MAN/ROUSTABOUT:

Should have sufficient knowledge/ experience in working at derrick floor in a drilling/Work over rig with at least 01 year experience as Floor man/Rig man.

(h) CHIEF MECHANIC:

Should have a degree in Mechanical Engineering or Diploma in Mechanical Engineer with minimum 6 years' experience in Diesel Electrical Drilling Rig.

(i) RIG MECHANIC (IC/PUMP):

- i. Should have sufficient knowledge of operation and maintenance of Drilling/work over rigs and its components viz. engines, rig pumps supercharge pumps, centrifugal pumps, solid control equipment, degasser, shale shaker and all other mechanical items/engines operating in drilling rigs.
- ii. Qualification: Diploma in Mechanical/B.Sc. or equivalent with 3 years' experience or SSC/HS/PU/I.Sc. or equivalent with 6 years' experience. Out of which at least one year as Mechanic in Drilling /Work over rig.

(j) CHIEF ELECTRICIAN:

Should have Degree in Electrical Engineering with minimum 3 years' experience OR Diploma in Electrical Engineering with 5 yrs. experience in Diesel Electric / AC VFD 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 diesel electric drilling rig including the air conditioners. He must possess valid Electrical Supervisor's Certificate of Competency issued by any competent authority and should be conversant with Oil Mines Regulations and Electricity rules. Diploma and ITI certificate holders are not acceptable as Chief Electrician. Moreover, the Electrical Engineer must be conversant with the existing AC/SCR system of drilling rigs like HILLGRAHAM UK, General Electric USA and BHEL MAKE (CED) Bangalore.

(k) RIG ELECTRICIAN:

Must be diploma/certificate holder in Electrical discipline with minimum 3 yrs. /8 yrs. Experience respectively in the operation and maintenance of diesel electric drilling rig independently. He should be able to read circuits, communicate, detect and rectify faults. He must possess valid Electrical Work Permit (with Parts I & II) issued by Recognised Licensing Board.

(l) CRANE OPERATOR: (If applicable)

Should have a minimum of 3 years work experience in operating a heavy crane/pipe layer attached to drilling rigs and possess heavy motor vehicle license. **This will be provided by Company (OIL)**

(m) CRANE OPERATOR HELPER: (If applicable)

Should have a minimum of 2 years work experience as helper in operating a heavy crane/pipe layer attached to drilling rigs. **This will be provided by Company (OIL)**

(n) WELDER:

Should have adequate and minimum 3 years working experience in drilling 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).

(o) HSE OFFICER:

Should be of sound health and have work experience in E & P Company of about 1 year.

- (i) Duties and responsibilities include safety during drilling site preparation, rig up, rig down & rig move, raising & lowering mast, rig floor operations, cementing jobs, tripping in / out of tubular, safety meeting during crew change, pre job safety meetings, routine inspection rig and wellsite, 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.
- (ii) To follow all statutory guidelines of Director General of Hydrocarbon(DGH) and Director General of Environment Protection & Nature(DGEPN) of Gabon and submit return at specified intervals if required.
- (iii) Responsible for designing 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 these equipment properly.
- (v) Responsible for designing location entrance and exit.
- (vi) Qualification and Experience:

a) Should hold degree or diploma in engineering or degree in science with minimum 08 years of experience in any Oil mine.

OR

b) Degree in Industrial safety of an educational institution recognised by the Central Government / Post-graduate diploma in industrial safety from Regional Labour Institute and has experience in the management or supervision of operations in oil mines for a period of not less 05(five) years.

OR

c) Should have experience of working as HSE officer at least for 01(one) year in any E&P company or service provider to E&P companies.

(p) OPERATOR FOR MOBILE EFFLUENT TREATMENT PLANT:

Shall be arranged by OIL

(q) LABORATORY ASSISTANT FOR MOBILE ETP:

Shall be arranged by OIL

(r) MEDICO (FIRST AID TRAINED PROFESSIONAL):

- i. Should have passed minimum 10+2 (Science) Class or equivalent examination.
- ii. Must possess minimum First aid basic training certificate from a recognised institution.
- iii. Experience: Shall have a minimum work experience of first aid/ medical assistance for 5 years in any hospital /Drilling Rig.
- iv. Fresh Candidate having diploma in Emergency and trauma care from Government recognized Institute will also be considered.

(s) AMBULANCE DRIVER:

- i. Should have valid driving license for Light Motor Vehicle.
- ii. Should have 2-year driving experience of ambulance in any hospital/ dispensary/industry with basic knowledge of providing First Aid.

Notes:

1. In addition to above mentioned key personnel, Contractor should deploy other personnel at rig site, which shall include drivers, Rig fitters, carpenters, warehouse personnel, AC mechanic, plumber, **security men (both at well site and camp site shall be provided by OIL)**, services of unskilled labour as and when required.

2. Bidder shall furnish bio-data of key personnel with photographs and all supporting documents, certificates etc. prior to deployment for approval by OIL.
3. An undertaking from all the personnel should be forwarded after deployment of manpower prior to mobilization.
4. The Contractor shall ensure that all of the Contractor Personnel shall have had a complete medical examination prior to commencement of the Drilling operation. A qualified and registered doctor shall conduct all such medical examinations in accordance with accepted medical standards.
5. The personnel deployed by the contractor should comply with all the safety norms applicable during operation. 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 (MVT), IADC, Fire Fighting Training, First Aid 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.
6. Employment of personnel other than key persons shall be at the discretion of the contractor in line with normal drilling practices. Bidders shall forward a complete list of all the persons with their job descriptions that they shall deploy to run all operations at well site and camp successfully.
7. Adequate number of experienced personnel to run the camp / kitchen / Mess smoothly should be kept. One camp in-charge on 24 Hrs basis will be responsible for smooth running of the camp/mess. Kitchen and cooking shall be supervised by a qualified chef.
8. On/off duty details of rig and associated service personnel should be indicated.
9. The Contractor shall indicate their manpower category-wise clearly in their offer. The qualification/bio-data / experience / track record of the personnel proposed to be deployed shall have to be indicated clearly.
10. 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 experience as indicated above. Moreover, the contractor will have to obtain prior approval from Company for the relief personnel of the contractor.
11. 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 within Ten (10) days of such instruction.

12. **All charges for personnel are included in Day rates. No separate charges shall be payable for the personnel deployed.**

8.7 OTHER RELATED SERVICES TO BE PROCURED BY OIL

The following services are to be provided by various service providers for execution of the entire drilling program and Contractor has to assist, co-ordinate and co-operate with all service providers for smooth functioning and timely completion of all operations.

- (i) Mud Engineering Services with supply of consumable items and manpower.
- (ii) Cementing Services
- (iii) Liner Hanger Running Services with equipment and manpower.
- (iv) Mud Logging Unit(MLU) Services.
- (v) Wire Line Logging Services.
- (vi) Project Management Services for execution and monitoring of well site operations.
- (vii) DST & Surface Production Testing Services.
- (viii) Waste Disposal Management Service
- (ix) Crane services with personnel.
- (x) Drilling Water Supply Service
- (xi) Deviation Drilling Service (Optional Service)
- (xii) Coring Service (Optional)
- (xiii) Supply of Casing, well head and Drilling Bits

8.8 LOGISTIC SERVICES

The Contractor shall be responsible for transportation of all equipment and materials from the port of entry to Gabon to the rig site and back again, as dictated by the well site operations, as per scope of work of the tender. The contractor must be able to provide:

- Customs clearance from the port.
- Provision of an in-country covered and un-covered storage facility.
- Security, insurance for the covered and un-covered storage facility.
- Handling equipment; forklift, etc.
- Transportation including freight, transit insurance etc. from entry point in Gabon to in-country storage facility and well site.
- Transportation including freight, transit insurance etc. from storage facility, and well site to country exit point.

The Contractor may hire the services from a third party with minimum one year relevant experience of custom clearance, in country transportation, storage etc. with particular reference to Gabon.

The Contractor shall confirm to obtain necessary approval from DGH, Gabon or respective authorities of Govt. of Gabon whenever

required for custom clearance, in country transportation including transportation of hazardous material, storage etc. and also to abide by the rule / law of Gabon.

No separate charges for Mobilization and De-mobilization of Rig unit and equipment, accessories of other related services will be payable for Logistics & Transportation. The same shall be in-built in lump sum Mobilization, De-mobilization & ILM cost.

In addition, the third party Logistics Contractor has to provide the following information:

- 1) Details of past experience working on onshore oil and gas projects, with particular reference to Gabon (and neighbouring countries), including customs clearance and freight forwarding services.
- 2) All relevant certification.
- 3) Details of any management systems and accreditation.
- 4) Insurance, collection and loading, back loading, handling etc charges.
- 5) Details of in-country covered and un-covered storage facility: co-ordinates/location of facility, daily rental cost of facility, estimated transit time from facility to well sites outlined in the above map.

Note: It is the single point responsibility of the main 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 and bidder to quote considering the above. Since, the material shall be used in OIL's exploration areas for which custom duty is exempted for imported items, Company will assist and issue necessary document if required for availing the benefits.

END OF SECTION-II

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

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

- 1.0 DEFINITIONS:** Following terms and expression shall have the meaning here by assigned to them unless the context otherwise requires:
- 1.1 **“Associated Services”** means equipment and services, asked for, along with Drilling Unit in this bid document. These include but not limited to equipment & services; camp/catering/ medical services, communication, safety & fire fighting services, well control services etc.
- 1.2 **“Consumable”** means all those materials, equipment & tools required for completion of two no. of drilling location which includes but not limited to its accessories, Gate Valves, Ring Gaskets, Studs & Nuts, etc. and to be supplied and mobilized by Contractor along with Rig Package.
- 1.3 **“Base Camp”** including **Mini camp** mean the camp where the Contractor’s personnel shall reside for carrying out the operations along with specified Company’s personnel as per the contract.
- 1.4 **“Contractor’s representatives”** mean such persons duly appointed by the Contractor thereof at site to act on Contractor’s behalf and notified in writing to the Company.
- 1.5 **“Drilling Operation”** means all operations as generally understood for drilling Oil/Gas wells, more particularly all the operations required to be carried out pursuant to this Contract.
- 1.6 **“Drilling Unit”** means drilling rig complete with pumps, power packs, and other accessories and equipment as listed in the Contract.
- 1.7 **“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.
- 1.8 **“Inter Location Movement” [ILM]** means transfer of Drilling Unit along with Associated Services & complete rig materials from present location after rig release till spud-in of the well at next location.
- 1.9 **“Operating Area”** means Shakthi Block-II (new PSC G4-245) areas in onshore Gabon in which Company or its Affiliated Company may from time to time be entitled to conduct Drilling Operations.
- 1.10 **“Operation Base”** means the place or places, onshore, designated as such by Company from time to time.

- 1.11 **“Spud/spud-in of the well”** means the initiation of drilling of the well and the very first **hit on well centre** of the new location after alignment and after the rig preparation is complete in all respects subsequent to clearance from safety, audit and the Company representative.
- 1.12 **"Commencement Date"** means the date on which the first well under this contract is **spud-in**.
- 1.13 **"Day"** means a calendar day of twenty-four (24) consecutive hours beginning at 06:00 hrs. and ending at 06:00 hrs.
- 1.14 **"Approval"** as it relates to Company, means written approval.
- 1.15 **"Contractor's personnel"** mean 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.

2.0 MOBILIZATION:

- 2.1 The mobilization of the Drilling Unit and associated services shall commence on the date of receipt of the letter of award(LOA)/Mobilization notice whichever is later and continue until the complete drilling unit is properly positioned at the first drilling location, complete rig-up and the well is actually spud-in. The Contractor shall mobilize all other ancillary equipment, consumables and services to be supplied by the Contractor as necessary for the commencement of the work at the Company's initial location and subsequent locations as applicable.
- 2.2 The contractor will advise readiness for commencement of mobilization / shipment to company at least 3 days before actual mobilization / shipment commences.
- 2.3 The Contractor shall provide a minimum access road width and a full list of equipment loads including weights and dimensions.
- 2.4 Mobilization charges will be payable after completion of mobilization and commencement of operation as certified by the company.
- 2.5 Company at its discretion may allow drilling without complete mobilization provided drilling operation can be started without availability of the items for the time being; however necessary deduction for short supplied items will be made as per cost evaluated by OIL. Deduction will be calculated based on company's determined cost, which shall be treated as final, basis of which shall be provided to the contractor.

Notwithstanding this provision for partial mobilization bidder must quote in accordance with relevant clauses for full mobilization.

3.0 CONTRACTOR'S PERSONNEL

- 3.1 Except as otherwise hereinafter provided, the selection, replacement, and Contractor shall determine remuneration of contractor's personnel. Such employees shall be solely employees of Contractor. Contractor shall ensure that its personnel will be competent and efficient. However, the contractor shall provide details of experience, qualification and other relevant data of the personnel to be deployed for scrutiny and clearance by the company before the actual deployment. The contractor shall not deploy its personnel unless cleared by the company.

- 3.2** The Contractor shall nominate one of its personnel as Contractor's representative who shall be in charge of Contractor's personnel and who shall have full authority to resolve all day to day matters, which arise at the site.
- 3.3** The Contractor shall have an office at Base camp and at Libreville to be manned by competent personnel, who shall act for the Contractor in all matters relating to Contractor's obligations under the contract.
- 3.4** Contractor shall provide all manpower for necessary supervision and execution of all work under this contract to company's satisfaction except where otherwise stated. The minimum number of key personnel to be deployed is mentioned in **Clause No: 8.6, Table No: 5 of Part-3, Section-II.**
- 3.5** Replacement of Contractor's Personnel: Contractor will immediately remove and replace any Contractor's personnel, who in the opinion of company, is incompetent, or negligent or of unacceptable behaviour or whose employment is otherwise considered by company to be undesirable.
- 3.6** Contractor shall deploy on regular basis, all category of their employee required for economic and efficient drilling and other related operations.

4.0 MEDICAL FACILITY AT WILL SITE:

The Contractor shall arrange for medical facilities and qualified First Aid Trained personnel including an ambulance at Contractor's cost. The Contractor shall arrange for a locally qualified doctor to be available to attend at the Drilling Unit on an emergency call out basis, together with adequate medical supplies. The Contractor shall demonstrate the effectiveness of the "callout" procedure to the satisfaction of the Company as and when requested by the Company.

5.0 CONTRACTOR'S ITEMS

- 5.1** Contractor shall provide contractor's items and personnel to perform the services under the contract as specified in this document.
- 5.2** Contractor shall be responsible for maintaining at his cost adequate stock levels of contractor's items including spares and replenishing them as and whenever required.
- 5.3** 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.
- 5.4** Contractor will provide all fuel & lubricants for operation of contractor's equipment both at drill-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.
- 5.5** Contractor will provide electricity at both drill-site and campsite for meeting both contractors' as well as company's requirement.
- 5.6** Contractor shall provide operating and potable water at its cost both at drill site and base camp site.
- 5.7** Zero day rate 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, personnel etc.

6.0 CONDUCTING DRILLING OPERATION:

6.1 The Contractor shall carry out drilling operation as per drilling program (will be provided separately) with due diligence in a safe and workmanlike manner and in accordance with accepted international oilfield practices.

6.2 Wells shall be drilled to a depth as specified in the drilling programme but subject to the condition that well depth may change either lesser or deeper than originally planned. However, it shall be within the drilling depth range and maximum casing section depth of the rig.

6.3 The drilling Unit and all other equipment and materials to be provided by Contractor shall be in good working condition. Any equipment/items/materials, if found to be not in proper working condition or ineffective, and may pose operational and/or safety hazard should be immediately replaced. NPT (Non productive time) due to above cause/fault shall be dealt as per terms & conditions of the contract.

6.4 The drilling programme provided by Company shall primarily include planning of the following:

- a) Well structure plan.
- b) Casing programme.
- c) Well head assembly including production well head.
- d) Expected formation details.
- e) Mud rheology and physico-chemical parameters.
- f) Coring programme
- g) Cementing programme.
- h) Wireline logging programme.
- j) Mud hydraulics programme.

6.5 Well testing programme may include the following:

- a) Well testing programme.
- b) Well head assembly, blow out prevention system.
- c) Details of well testing string.
- d) Mud hydraulic programme.
- e) Cement repair programme (if any).
- f) Wire line logging programme.
- g) Drill out plug and packers (if any).
- h) Casing repair job.
- i) Gas and water injection programme.
- j) Wire line operation including perforation.

6.6 Completion of drilling shall occur when the well has been drilled to the required depth with casings lowered, cemented, logged satisfactorily, hermetically tested, and drill pipes broken off and DST or initial production testing carried out unless otherwise advised by Company.

6.7 Upon completion of a drilling 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.

- 6.8 Operation of Drilling Unit:** Contractor shall be solely responsible for the operation of the Drilling Unit including but not limited to supervising rig move operations (ILM), positioning and rigging up at drilling location as required by Company as well as such operations at drilling locations as may be necessary or desirable for the safety of the Drilling Unit.
- 6.9 Safety:** Contractor shall observe such safety regulations in accordance with acceptable oilfield practice and applicable Government Laws such as Mines safety rules etc. Contractor shall take all measures reasonably necessary to provide safe working conditions and shall exercise with 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.
- 6.10 Casing and Tubing:** The Contractor shall provide the equipment and personnel required to run strings of casing and tubing as specified in the well programmes issued by the Company from time to time. The Contractor shall procure, store, handle, run and land such casing or tubing in accordance with the Company's procedures.
- 6.11 Liner Handling & Lowering:** Company will hire service provider for lowering & setting of liner with required consumables and liner expert. For handling and lowering of liner Contractor shall provide necessary assistance to Liner Expert by providing all required manpower and handling gears without any additional charge.
- 6.12 Plug back and Side track :** Upon being requested to do so by the company, Contractor shall cease drilling and carryout operations for plug-back and side track of the hole when deviation drilling is required. The Deviation Drilling Service shall be provided by the Company(OIL).
- 6.13 Recovery of Casing & Tubing:** Whenever so requested by the Company, the Contractor shall endeavour to recover strings of casing and tubing from the well.
- 6.14 Depth Measurement:** The Contractor shall keep an accurate measurement of the depth in meters and record such depths on the Company's daily drilling report and on IADC-API Daily Drilling Report Forms. The Company shall have the right at any time to ask the Contractor to make check measurements of the depth in such manner as the Company may specify.
- 6.15 Specialised Operations:** Whenever so instructed by the Company, the Contractor shall permit and assist service companies to carry out cementation, formation testing, logging, inspection, pressure testing of tubular during DST or any other specialized operation.
- 6.16 Pressure Testing:** The Contractor shall carry out pressure testing of wellheads, casing strings, blowout prevention equipment and any other

equipment specified by the Company in accordance with procedures prescribed from time to time by the Company. The results of all such tests shall be noted on the Company's Daily Drilling Report and on IADC-API Daily Drilling Report Forms.

Note: Where the Contractor's policies differ from the Company's the more stringent shall apply.

6.17 Drilling and Completion Fluid: The Contractor shall monitor the condition and control the drilling and completion fluid in accordance with mud programmes issued from time to time by the Company, under the supervision of or in accordance with instructions given by the Mud Engineering Service Provider's representative and Company's Representative.

6.18 Well Deviation Surveys: The Contractor has to arrange deviation surveys with TOTCO survey barrel as and when required by the Company at a negotiated additional cost.

6.19 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 Drilling 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.

6.20 AMENDMENTS OF DRILLING AND COMPLETION PROGRAMME: It is agreed that contractor shall carry out drilling, testing, completions, abandonment, if any, and all other operations, in accordance with the well drilling and 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.

6.21 WELL POLICY: The drilling policy given in this document is tentative only. The depth, nature, area or all other factor may vary depending on the actual requirement at and during the time of commencement of the contract. The contractor shall be bound to obey those changes made by OIL from time to time.

6.22 Care and use of casing & tubing:

The Contractor shall:

- (a) Properly handle, store and tally all casing and tubing.
- (b) Retain thread protectors on all tubular, clean and lubricate tubular with API approved thread cleaning and thread lubricating compounds prior to running in the hole.
- (c) Check tubular drift dimensions with mandrels conforming to API specifications as required.
- (d) Employ "Klampon" or equivalent casing thread protectors when handling casing between the casing rack and the rig floor.

6.23 Welding of wellheads: The Contractor shall carry out all welding work (with CODED welder at the rig site) on wellheads as the Company's Representative may direct from time to time.

6.24 Work Period: The Contractor shall operate the Drilling Unit and all Contractor's equipment on the basis of a 24 (twenty- four) hour day and a 7 (seven) day week without shutdown for holidays unless otherwise instructed by the Company or unless required so to do in order to comply with the laws and regulations of the government or properly authorized local authority.

6.25 Notification of Pollution: The Contractor shall, in addition to any statutory or other notification required, notify the Company forthwith of all instances of pollution arising out of operations hereunder and confirm such notification in writing or by email to the Company within twelve (12) hours of the event.

6.26 Handling and Storage of Company's Materials: Whenever reasonably required by the Company, the Contractor shall load and unload the Company's materials at the location and store and maintain such in accordance with good industry standards.

6.27 Documentation of the Company's Materials: The Contractor shall acknowledge receipt of the Company's materials by completing a Goods Receipt Note and the completing of manifests that list the materials leaving the location and maintain a register of the Company's materials as well as other service provider's materials at the location, and provide copies of loading and hazardous cargo notes for materials and maintain a register of all hazardous, radioactive or explosive goods at the Drilling Unit and such registers shall be updated daily by the Contractor, in accordance with instructions laid down by the Company from time to time.

7.0 Contractor's Special Obligations:

7.1 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. But company is authorized to designate its representative, who shall at all times have access to the Drilling 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 as over-all in charge of all the personnel as well as the other service providers at well site. The company's representative may, amongst other duties, observe, test, check and control implementation of drilling, casing, mud and testing programmes, equipment and stock, examine cuttings and cores, inspect works performed by contractor or examine records kept at well site by contractor.

7.2 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 drilling, well control, safety instructions, confidential nature of information, etc. Such instructions shall, if contractor request, be confirmed in writing by company's representative.

7.3 Well Records: Contractor shall keep an authentic log and history of the well on the daily drilling report prescribed by OIL and upon completion or abandonment of the well, deliver to Company, the original history and log, book, properly signed and all other data and records of every nature, relating to drilling, casing and completion of the well. Such reports shall include the depth drilled formations encountered and penetrated, depth cored and footage of cores recovered, during the preceding twenty four (24) hours, details of BHA in hole, details of drilling parameters maintained and any other pertinent information relating to the well.

The Contractor shall also provide the following to Company:

- i) Daily drilling report on IADC pro-forma duly certified by Company's representative along with daily record-o-graph or drill-o-meter chart.
- ii) Daily report on P.O.L. consumption.
- iii) Deviation charts/records on daily basis, whenever applicable.
- iv) Casing tally/Tubular tally details: After each job, as applicable.
- v) Bit performance record: After completion of each well.
- vi) Well completion/well abandonment: After completion of a well successfully, Contractor will provide drilling and completion report of the well with all information and events including above-mentioned information. In case of abandonment of a well, abandonment report, in addition to above, will be provided by the Contractor in Company's prescribed format or as per requirement.
- vii) Daily roster of Contractor's personnel.
- viii) The Contractor shall maintain inventory of rig equipment & accessories at site, indicating their respective models, serial nos., vintage, specifications etc. The Contractor shall provide inventory list endorsed by Company representative and any addition & deletion of items will be intimated to Company representative.
- ix) All items including consumables imported for OIL's exploration activities shall be recorded in the proper format, indicating date of receipt, type, consumption, date of replacement etc.
- x) The Contractor shall provide the list of the items, equipment, consumables etc. to be re-exported by them after completion of services under this Contract along with all relevant documents.

7.4 Confidentiality of Information:

- (i) Contractor agrees to be bound by professional secrecy and undertake to keep confidential any information obtained during the conduct of drilling operations hereunder, including but not limited to, depth, formations penetrated, testing, surveying etc. shall be considered confidential and shall not be divulged by Contractor or its employees to anyone other than company's representative.
- (ii) This obligation of contractor shall be in force even after the termination of the Contract and until such information will be disclosed by company. And Contractor to take all-reasonable steps to ensure the contractor's personnel likewise keeps such information confidential.

- (iii) 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 Drilling Unit to another sphere.
- (iv) Contractor shall forbid access to the Drilling Unit to any people not involved in the drilling operations or not authorized by the company to have access to the drilling Unit, however, this provision is not applicable to any Government and/or police representative on duty.

7.5 Contractor shall arrange for inland transportation of all equipment, etc. from the port to the place of work and back at the end of the work at their own expense. Arrangement of Road Permits, payment of Entry Tax or any statutory clearance as per law of Gabon for bringing Contractor's equipment / material to Work place and vice-versa shall be Contractor's responsibility.

7.6 In case the Contractor imports the equipment etc. on re-export basis, the Contractor shall ensure for re-export of the equipment and all consumables and spares (except those consumed during the contract period) and complete all documentation required. Company will issue necessary certificates etc. as required. The Contractor should arrange for re-export of equipment within 60 days of notice of de-mobilization issued by the Company. If the re-export is not completed within the specified period, 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 security deposit.

7.7 Other Services to be provided by the Contractor: Notwithstanding the foregoing, the Contractor shall perform all such other services as the Company and/or the Company's Representative may, from time to time, reasonably require in addition to those as specified.

8.0 COMPANY'S SPECIAL OBLIGATIONS:

Ingress and Egress at location: Company shall provide contractor requisite certificates for obtaining rights of ingress to egress from the locations, where wells are to be drilled, 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 will be applicable.

9.0 LIABILITY FOR THE HOLE

Operator shall be liable for the cost of regaining control of any wild well as well as the cost of removal of debris, and shall indemnify Contractor, for any such cost, regardless of the cause thereof, but excluding the negligence of Contractor, its Agents, Employees or sub-contractors. Operator shall be responsible for and shall indemnify and hold harmless Contractor from any claims in respect of loss or damage to the hole or well.

In the event the hole is lost or damaged because of the negligence of Contractor, Contractor's sole responsibility thereafter shall be the obligation

to repair such damage within the limits of Contractor's normal complement of equipment and personnel or re-drill the hole in the same well or an alternate well to the depth at which, such hole was lost at a rate equal to fifty (50) percent of the applicable operating day rate only by deploying the drilling unit and personnel provided however, that in the case of any relief well, Operator shall be solely responsible for all other costs or damage with respect to such loss or damage, regardless of the cause of such loss or damage.

9.1 Damage or loss of the Drilling Unit:

The Contractor shall at all times be solely responsible for any damage to or loss or destruction of the Drilling 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 Drilling 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 drilling 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 drilling 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 drilling unit(s).

9.2 Loss or Damage of Contractor's Drilling Unit or Subsurface Equipment:

- (a) Except as otherwise specifically provided in the contract, any damage to or loss, of the Drilling 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 Unit or any other equipment or property of Contractor or Contractor's subcontractors furnished or intended for use in the operations herein undertaken.
- (b) If the Drilling 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 Unit from operating areas to the satisfaction of the OIL. If the contractor unreasonably delays in removing the Drilling Unit or any part thereof, 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.

9.3 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.

9.4 BLOWOUT OR CRATER: COST OF BLOWOUT CONTROL

In the event of any well being drilled hereunder shall blowout or crater due to negligence of the Contractor, the 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 the Company assuming any liability for loss of property, damages, loss of life or injuries caused by such a blowout.

In case of uncontrollable fire breakout after severe blowout it is Contractor's responsibility to liaise and call out internationally reputed Well and Fire Control Expert to kill the well and bring normalcy of the well. The entire cost will be on Company's responsibility if the reason of blowout is not due to gross negligence of the Contractor.

9.5 Use of Contractor's Equipment: Company shall have the right to use the drilling 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.

9.6 UNDERGROUND DAMAGE: Operator agrees to indemnify and hold Contractor harmless from any and all claims against Contractor based on any incidents arising out of or occurring during the term of this Agreement on account of injury to, destruction of or loss or impairment of any property rights in or to oil, gas or other mineral substance or water if at the time of the act or omission causing such injury, destruction, loss or impairment such substances had not been reduced to physical possession above the surface of the earth, and including any loss or damage to any formation strata or reservoir beneath the surface of the earth.

10.0 Pollution and Contamination:

Notwithstanding anything to the contrary contained herein, it is understood and agreed by and between the Contractor and Operator that the responsibility for pollution or contamination shall be as follows:

10.1 The 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.

- 10.2** Except as otherwise provided in article 10.1 above, Operator shall assume all responsibility for (including control and removal of the pollutant involved) and shall protect, defend and save the Contractor harmless from and against all claims, demands, and causes of action of every kind and character arising from all pollution or contamination, other than that described in para 10.1 above, which may occur from any cause including negligence of Contractor but not limited to, that which may result from fire, blowout, cratering, seepage of any other uncontrolled flow of oils, gas, water or other substances, as well as the use or disposition of oil emulsion, oil base or chemically treated drilling fluids, contaminated cuttings or caving, lost circulation and fish recovery materials and fluids provided however, Contractor's sole liability under this clause is to reimburse Operator US Dollars One Million (US\$ 1 Million) or actual cost paid/incurred by Operator, whichever is lower, in control of the pollutant, clean-up costs, or damage to a third party, provided said pollution results from contractor's sole negligence.
- 10.3** In the event a third party commits an act or omission which results in pollution or contamination for which either the Contractor or Operator, for whom such party is performing work, is held to be legally liable the responsibility there for shall be considered as between the Contractor and Operator, to be the same as if the party for whom the work was performed and all of the obligations respecting defence indemnity, holding harmless and limitation of responsibility and liability as set forth in (10.1) and (10.2) above, shall be specifically applied.
- 10.4** Not in use
- 10.5** Not in use
- 10.6** Not in use
- 10.7** Contractor shall be responsible for any sound/noise pollution arising out of the Rig package or other items used by Contractor at well site. Contractor shall sort out the noise/sound pollution with the third party either by minimizing the sound/noise pollution with technological means or by compensating the affected people. Contractor must ensure that there is no disruption of operation due to sound/noise pollutions.
- 10.8** However, all pollution control measure shall conform to the guidelines of DGEPN Gabon as given in EIA Report.

11.0 GENERAL FACILITIES TO BE PROVIDED BY THE CONTRACTOR:

Unless otherwise stated the Contractor shall furnish all facilities and work necessary for the proper performance of its contract obligations:

- 11.1 The Contractor should make arrangements and provide for Evacuation Services for Personnel in the case of a well site emergency.
- 11.2 The Contractor shall be entirely liable at its costs for any subsequent medical treatment for the Contractor's personnel.
- 11.3 The Contractor shall have two (2) personnel at the Drilling Unit at all times that have completed "First aid" training and are certified to a recognized international standard.
- 11.4 The Contractor shall provide all **internets and voice/audio communication (e.g. PA system, Intercom etc.)** for the well site for Company personnel, Contractor personnel and other Service provider Company. This is required to transfer well report through e-mail and for any other data transfer.
- 11.5 The Contractor shall ensure that all contractor's medical equipment is properly maintained and in full working order and available for use at all times.
- 11.6 The Contractor shall provide bottled/packageged drinking water as required of a type acceptable to the Company. This water shall be made available to all the Company's and Service Companies personnel assigned to the Drilling Unit. All costs for provision of such water shall be for the Contractor's account.
- 11.7 The Contractor shall provide all transportation to and from the well site to the crew camp for Company, Contractor, and Service personnel.
- 11.8 The Company (OIL) shall provide adequate security services for the well site and crew camp.
- 11.9 Contractor shall identify source and make provision for the arrangement of fire fighting facilities. Full details are to be provided and approved by the Company.
- 11.10 Contractor shall provide disposal services for general waste, cess pit emptying, cuttings pit emptying, including transportation. Full details shall be provided to the Company.
- 11.11 The Contractor shall provide all electricity for the well site and base camp.
- 11.12 The Contractor shall provide all pumps required for the transfer and pumping of drilling fluid and drilling water. This should include the transfer from the cellar over the shakers as and when required.
- 11.13 The Contractor will provide appropriate Safety Induction Training and PPE for its personnel employed.

12.0 WELL CONTROL AND BLOWOUT:

- 12.1 The Contractor shall maintain certification of well control equipment and shall maintain said equipment in good operating condition during operations hereunder, and shall use all reasonable means like keep the hole and all strings of casing filled with drilling fluid at all times to prevent kick, blowout or fire and to protect the well.

- 12.2** 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.
- 12.3** The Contractor shall deploy the blowout prevention equipment as instructed by the Company on all strings of casing during the work and shall keep and maintain such equipment in good operating condition. The Contractor shall examine and test all blowout prevention devices in accordance with the IWCF guidelines and API RP53. Test results shall be noted on the relevant test report sheets in addition to the IADC-API Daily Drilling Report Form.
- 12.4** The Contractor shall, prior to the commencement of a well, submit in a timely manner a "well control plan" including well control flow sheets for the approval of the Company. The "well control plan" shall detail equipment hook-up and utilization, responsibilities of each member of the drilling crew and the procedures to be followed at each stage of the well with regard to control of sub-surface pressures. Such procedures shall incorporate the standard procedures for Well Control contained in the Contractor's Well Control Manual.
- 12.5** In addition to the above the Contractor shall complete and provide to the Company an approved "Kick Sheet" which shall be updated at intervals as required by the Company.
- 12.6** Replacement of all blowout prevention spare parts shall be on Contractor's account.

13.0 CUSTOMS DUTY

- 13.1** 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 items imported for the exploration activities are free from customs duty but are subject to approval of the DGH-Gabon and Custom authority. **Bidders to go through the rules & regulations, procedures of Customs of Gabon prior to bidding to make them fully aware and understand the Customs Rule.**
- 13.2** 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.

- 13.3** All imports and import clearances under the contract shall be done by the contractor and OIL shall not provide any assistance in this regard.
- 13.4** Contractor shall arrange clearance from Customs and port authorities in Gabon and shall pay all requisite demurrages, if any, clearance fees/charges, port fees, clearing and forwarding agent fees/ charges, inland transport charges etc.
- 13.5** Contractor must ensure that the spares and consumables imported by them for providing the services under Contract are properly used in executing their job under the Contract in the exploration areas of Company for which approval for custom duty exemption has been obtained. Contractor shall furnish to Company a certificate as and when the spares and consumables are used/consumed certifying that the spares and the consumables imported by them have been consumed in the exploration areas of OIL under the contract for which approval for Custom Duty benefit were obtained by them. In order to avoid any misuse of the spares and consumables imported by the Contractor for providing the services under the Contract, Contractor shall furnish an Undertaking that the items/equipment/consumables being imported by the contractor are used in OIL's exploration areas of the contract.

14.0 DE-MOBILIZATION & RE-EXPORT:

- 14.1** The Contractor shall arrange for and execute demobilization of the entire Rig package, Tools/ Equipment/ Spare / Accessories/Manpower etc. upon receipt of notice for demobilization from Company. Demobilization shall mean completion / termination of the contract and shall include dismantling of the complete Rig package, its accessories/equipment, including the manpower and re-export of the complete Rig package, its accessories/equipment, unutilized spares and consumables at the cost of the contractor. Demobilization shall be completed by Contractor within 60 (Sixty) days of issue of demobilization notice by Company. Contractor shall submit the detail re-export documents to Company as documentary proof of re-exporting the complete Rig package, its accessories, equipment and the unused spares and consumables. In case of failure to re-export any of the items as above within the allotted time period of 60 days except under circumstances relating to Force Majeure, Company reserves the right to withhold the estimated amount equivalent to the Customs Duty and/or penalty leviable by customs on such default in re-export from Contractor's final settlement of bills and Performance Security.

14.2 Contractor must furnish an undertaking that “the equipment imported and also spares & accessories which remained unutilized after the expiry of the contract would be re-exported at their own cost after completion of contractual obligation after observing all the formalities/rules as per Customs Act or any other relevant Act of Govt. of Gabon applicable on the subject”. In case of non-observance of formalities of any provisions of the Customs Act or any other Act of Govt. of Gabon, the Contractor shall be held responsible for all the liabilities including the payment of Customs Duty and penalties to the Govt. on each issue. Noncompliance of these provisions will be treated as breach of contract and their Performance Bank Guarantee will be forfeited.

15.0 RIGHTS AND PRIVILEGES OF THE COMPANY:

The Company shall be entitled-

15.1 To check the Drilling Unit and Contractor’s items before the commencement Date. If they are not found in good order or do not meet specifications 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.

15.2 OIL reserves the right for inspection and verification of the rigs and associated ancillaries during any time.

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

15.4 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.

15.5 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.

15.6 To order suspension of operations at Zero Day Rate while and whenever:

a) Contractor’s personnel is deemed by Company to be not satisfactory

Or

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

Or

c) Contractor’s equipment turns into a danger to personnel on or around the rig or to the well

Or

d) Contractor’s insurance in connection with the operations hereunder is found by Company not to conform to the requirements set forth in the Contract.

Or

e) Contractor fails to meet any of the provisions in the Contract.

Or

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

Or

g) Contractor is found non-compliant to HSE requirements as per Safe Operating Practices or applicable laws.

15.7 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.

15.8 Company's Personnel: Company at its discrete shall deploy part or whole of following personnel at well site as and whenever feel necessary:

- Drilling Engineer, Well site Geologist and Mud Chemist.
- The Company's Representative and persons delegated to act on behalf of the Company's Representative from time to time are Operations Manager, Drilling Supervisor, Drilling Engineer, QHSE Supervisor and Materials and Logistic Supervisor.
- The Contractor shall permit the Company's Representative and any persons delegated to act on his behalf to have unrestricted access and entry to the drilling unit.

16.0 EMERGENCY:

16.1 Without prejudice to clause 9.5 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 rig, 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.

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

16.3 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.

17.0 DURATION:

The rates, terms and conditions shall continue until the completion or abandonment of the last well being drilled and completion of testing operation.

18.0 DEFICIENCY

In the event of the Contractor failure to strictly adhere in providing the minimum requirements of key personnel as set out in **Table:5** of **Section-II, Clause 8.6, I**, the penalty shall be levied at the following rates.

| FAILURE | PENALTY |
|---|---|
| a) Failure to provide Rig Manager and Tool Pusher /Tour Pusher/Chief Mechanic/Chief Electrician | At the rate of 5% of the operating day rate for the period of non-availability of the Rig Manager/Tour/Tool Pusher/ Chief Mech./Chief Elect. Separately in each case. |
| b) Failure to provide Driller and Asstt. Driller | At the rate of 3% of the operating day rate for the period of non-availability of the Driller and Asstt. Driller separately in each case. |
| c) Failure to provide other key personnel excepting these mentioned in a) & b). | 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' and 'b' above. |

NOTE:

1. 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.
2. Beyond 5 days, the penalty will be levied at double the rates mentioned above for each day for non-availability of any key personnel.
3. Contractor will be paid for zero rates if operation is suspended for non-availability of key personnel.

19.0 INTER-LOCATION RIG MOVEMENT - STANDARD:

19.1 Time allowed for Inter Location Movement of the rig package shall be ten (10) days, inclusive of shifting of base camp.

19.2 The time for inter-location movement suspended by Force Majeure, shall be extended by the period for which the Force Majeure conditions last. No Day Rate, whatsoever, will be payable for extended period due to force majeure conditions.

19.3 The ILM charge shall be deducted by 5% for each day's delay beyond the standard, as stipulated in para 19.1 & 19.2 above of total cost for inter-location movement rate payable for that particular rig movement, when the rig move is delayed beyond the standard.

20.0 Not in use.

21.0 PREVENTION OF FIRE AND BLOWOUTS

21.1 Contractor shall use the Blowout Prevention Equipment specified in this Agreement, on all strings of casing unless otherwise directed by Operator 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 well. 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.

21.2 Contractor shall test the BOPs by making pressure test at least 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 drilling report. Replacement of all blowout prevention rubber parts shall be on Contractor's account.

21.3 Contractor shall use all reasonable means to keep the hole and all strings of casing filled with Drilling fluid at all times.

22.0 SAFETY & ENVIRONMENT

Contractor shall take all measures necessary or proper to protect the personnel, work and facilities and shall observe all reasonable safety rules and instructions. No smoking shall be permitted outside the living quarters, and welding jobs will be carried out with full safety precautions. Company employee also shall comply with safety procedures/ policy.

22.1 QHSE MANAGEMENT

(i) The Contractor shall ensure that a defined authority is appointed, to be in overall charge at the location and the Drilling Unit and such defined authority shall be responsible for all matters related to the safety, health, welfare and environment in respect of all the Contractor's, Subcontractor's, Service Company personnel, equipment and operations at the location and also the surrounding areas that might reasonably be considered to be effected by the operations at or near the location and such defined authority shall be maintained throughout the duration of the Contract.

(ii) The Contractor shall ensure that the work and all other activities at the location are conducted and executed in a safe and workman like manner and to a standard of safety acceptable to the Company and according to good oilfield practice and in compliance with the Contractor's safety standards, regulations and procedures. The Contractor shall make available to the Company whenever the Company may so request, full documentation to include, but not by way of limitation, the following standards, instructions, procedures and records:

CONTRACTOR'S

- Safety Regulations,
- Operating Procedures Manual,
- Emergency Procedures Manual,
- Accident and Incident Reporting Procedure,

- Records of drills, exercises and safety meetings.
- (iii) In addition to contractor's own QHSE management policy, contractor should follow already identified QHSE risk factors, risk matrices and required risk aversion guidelines as detailed in Risk Register attached with Executive Drilling Program (EDP) prepared by OIL.
- (iv) In the event that the Contractor's standard instructions or procedures in QHSE matters are inadequate or are in any way not acceptable to the Company, then the Company may from time to time issue alternative standards, instructions or procedures as aforesaid that the Contractor shall immediately observe and follow, which shall be consistent with good oilfield practice.
- (v) The Contractor shall also provide the Company in a timely manner with copies of documents concerning operational safety at the Drilling Unit including but not by way of limitation accident reports, near miss incidents and Equipment failure reports.
- (vi) The Contractor shall also maintain an accurate "persons-on-site" list at the Drilling Unit. A copy of the "persons-on-site" list shall be sent by daily e-mail/fax to the Company's office by 10:00 hours every day.
- (vii) The Contractor shall, provide the Company with a copy of the Drilling Unit contingency plan listing the responsibilities of key personnel and procedures to be followed in case of emergency.
- (viii) The issue of instructions and/or procedures by the Company hereunder shall not relieve the Contractor of its statutory and other obligations.

22.2 COMPREHENSIVE 'HSE' GUIDELINES

- (i) Contractor shall take all measures necessary or proper to protect the personnel, work and facilities and shall observe all reasonable safety rules and instructions. No smoking shall be permitted outside the living quarters, and welding jobs will be carried out with full safety precautions. Company employee also shall comply with safety procedures/ policy.
- (ii) 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 subcontractors 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.

- (iii) 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 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 approved by competent authority as applicable. Necessary supportive document shall have to be submitted as proof. However, 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.
- (iv) 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.
- (v) The contractor shall provide a copy of the SOP to the company's representative who shall be supervising the contractor's work.
- (vi) Keep an up to date SOP and provide a copy of changes to the company's representative.
- (vii) 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. For work of a specified scope/nature, he should develop and provide to the company's representative a site specific code of practice.
- (viii) All persons deployed by the contractor for working in a mine must undergo **IADC/Oil and Gas Safety Training Courses**, initial medical examination, PME. They should be issued cards stating the name of the contractor and the work and its validity period, indicating status of IME & PME.
- (ix) 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 in OIL's installations 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.
- (x) Any compensation arising out of the job carried out by the Contractor whether related to pollution (attributable to the Contractor), Safety or Health will be paid by the contractor only.

- (xi) Any compensation arising due to accident of the Contractor's personnel while carrying out the job, will be payable by the contractor.
- (xii) The contractor shall have to report all incidents including near miss to Base Manager / company representative of OIL.
- (xiii) 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.
- (xiv) The health check-up of contractor's personnel is to be done by the contractor in authorized Health Centres as per OIL's requirement & proof of such test(s) is to be submitted to OIL. The frequency of periodic medical examinations should be every five years for the employees below 45 years of age and every three years for employees of 45 years of age and above.
- (xv) To arrange daily tool box meeting and regular site safety meetings and maintain records.
- (xvi) Records of daily attendance, accident report etc. are to be maintained in Proper Format by the contractor.
- (xvii) 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.
- (xviii) 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.
- (xix) A contractor employee must, while at work, cooperate with his or her employer or other persons so 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.
- (xx) 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 will be penalized prevailing relevant Acts/Rules/Regulations.
- (xxi) Pre Hire rig inspection, safety meeting, tool box meetings, job safety analysis & audit shall be carried out to identify hidden/ potential hazards.
- (xxii) The Contractor shall take necessary measures to reduce noise levels at drill site providing mitigation measures, such as proper acoustic enclosures to the DG sets and meet norms notified by DGEPN (Director General of Environment & Nature Protection) of Gabon.
- (xxiii) The overall noise level in and around the plinth areas shall be kept within the standards by providing noise control measures including acoustic hoods, silencers, enclosures on all sources of noise generation. The ambient noise level shall conform to 75 dB (daytime) and 70 dB (night time) as per Oil Industry standards.

- (xxiv) The Contractor shall strictly comply with rules and regulations with regard of handling and disposal of hazardous waste (Management & Handling) rules wherever applicable.

23.0 GENERAL RESPONSIBILITIES FOR THE LOCATION:

The Contractor shall be responsible for the management and running of all general activities within the boundary of the location and the immediate surrounding area, except as otherwise provided in the Contract, including security, fire fighting, logging of all transport movements, site maintenance and cleanliness, storage and lay down facilities.

24.0 INSPECTION OF CONTRACT AREA, AND AWARENESS OF PAYMENT OF TAXES, CUSTOMS DUTIES AND OTHER CHARGES:

The Contractor shall be deemed to have visited and carefully examined the contract area; to have satisfied itself as to the nature of all existing roads and other means of transport or communication and as to possible interruptions thereto and as to access to and from the contract area; to have made enquiries, examined and satisfied itself as to sites and such depots and buildings as may be required for carrying out its obligations under the Contract.

25.0 UTILITIES:

Contractor shall provide suitable space and all utilities (air, potable water, and electricity) for the Service Companies equipment and installations as reasonably required and expected to be available on the Drilling Unit for the work.

26.0 INSTALLATION OF SERVICE COMPANY'S EQUIPMENT:

Contractor shall permit and assist in the installation and removal of equipment supplied by the Company or by the Service Companies.

27.0 THE CONTRACTOR'S SUPPLY BASE:

The Contractor's designated supply base for storage of casing, tubular, liner hangers, wellheads etc. will be located within the Gabon contract area. Details are to be provided by the Contractor with the bid, including transportation arrangements and timing to deliver to the rig sites. The supply base can also be set up at OIL's already developed designated area.

28.0 DISCIPLINE:

Contractor shall carry out operations hereunder with due diligence and in a safe and workman like manner according to good international oilfield practice.

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 advising removal of such personnel. The Contractor shall remove and replace such employees at their expense within 10 days from the time of such instruction given by the Company. If no

replacement has been provided within this time the Operator shall reduce the daily rate by the amount specified for this category under Clause 18.0 above until such replacement has been provided. The person so removed shall not be employed again without the prior written consent of the Operator. Contractor shall not permit any of its employees, representatives, agents or sub-contractors to engage in any activity which might reasonably be considered to be contrary or detrimental to the interest of the Company.

END OF SECTION-III

PART-3
SECTION-IV

SCHEDULE OF RATES & QUANTITY

Brief Description: “Charter Hire of a 1200 HP (minimum) capacity land Drilling Rig Package with requisite manpower including supply of all drilling consumables (Bits, Casings, Well Heads, etc.)/materials and related services” required to drill 2(two) exploratory vertical wells at locations LE & C with an option for extension of the contract to another drilling location at the sole option of the Company (OIL) at the same terms and conditions and mutually agreed rates but not higher than the original rate(s) of the contract.

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

- (i) Drilling, Fishing.
- (ii) Tripping with Contractor's or Company's drill pipes.
- (iii) Circulating drilling fluid.
- (iv) Reaming, conditioning hole, hole opening.
- (v) Making up and breaking down drill pipe, drill collars, tubing and other tubular.
- (vi) Drilling out cement, collar and shoe.
- (vii) Production tests with Contractor's drill pipe.
- (viii) Any other operations with use of Contractor's drill pipes.
- (ix) Casing running and cementation.
- (x) Mixing or conditioning mud with Contractor's drill pipe in the hole.
- (xi) Retrieving casing.
- (xii) Effluent treatment
- (xiii) Well killing / controlling

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) Assembling and dis-assembling of BOP and well head hook-up.
- (iii) Electric logging and wire line operations (both open and cased hole).
- (iv) Production testing with Company's (other service providers) drill pipe or tubing.
- (v) Waiting on order.
- (vi) Waiting on company's (other service providers) equipment, materials and services.
- (vii) For all time during which the company at its option may suspend operations.
- (viii) Waiting for day light for certain production testing operation.
- (ix) During inspection

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 date 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 [LUMPSUM]: (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:

- RIG SERVICE
- LOGISTIC SERVICES

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) | (c) | (d)=(b) x (c) |
| A | MOBILIZATION CHARGES (MOB): | | | | |
| 1 | Mobilization charges of Rig Package, equipment associated services, base camp facility and personnel without fuel charge | LUMPSUM | 1 | | A1 |
| | TOTAL MOBILIZATION CHARGES (MOB): | | | | P=A1 |
| B | DE-MOBILIZATION CHARGES (DMOB): | | | | |
| 1 | De-Mobilization charges of Rig Package, equipment, associated services, base camp | LUMPSUM | 1 | | B1 |

| | | | | | |
|------------|---|---------|-----|--|--------------------|
| | facility and personnel without Fuel Charge | | | | |
| | TOTAL DE-MOBILIZATION CHARGES (DMOB): | | | | Q=B1 |
| C | INTER LOCATION MOVEMENT (ILM): | | | | |
| 1 | Inter Location Movement [ILM] charges of Rig Package, equipment associated services, base camp facility and personnel | LUMPSUM | 1 | | C1 |
| | TOTAL INTER LOCATION MOVEMENT CHARGES (ILM): | | | | R=C1 |
| D | OPERATION DAY RATE: (ODR) | | | | |
| | RIG UNIT & ASSOCIATED SERVICES: | | | | |
| 1 | Operating Day rate for Rig Package, associated services, and personnel excluding Fuel Charge | DAY | 108 | | D1 |
| | BASE CAMP: | | | | |
| 2 | Operating Day rate for Base camp management including catering services excluding fuel for gen-set. | DAY | 198 | | D2 |
| 3 | Operation day Rate for Medic Service | DAY | 198 | | D3 |
| | TOTAL OPERATIONAL DAY RATE (ODR): | | | | S= D1+D2+D3 |
| E | STANDBY DAY RATE (SDR): | | | | |
| | RIG UNIT & ASSOCIATED SERVICES: | | | | |
| 1 | Standby Day Rate for Rig Package, associated services and personnel excluding Fuel Charge | DAY | 30 | | E1 |
| | TOTAL STANDBY DAY RATE (SDR): | | | | T=E1 |
| (P) | TOTAL EVALUATED CONTRACT VALUE INCLUSIVE OF ALL COST & TAXES EXCEPT CSS & TVA: | | | | Z=P+Q+R+S+T |
| (Q) | CSS@1% on (P): | | | | N/A |

| | | | |
|-----|--|--|------------|
| (R) | TOTAL EVALUATED CONTRACT VALUE WITH ALL COST & TAXES INCLUDING CSS BUT WITHOUT TVA: | | Z |
| (S) | TVA@18%: | | N/A |
| (T) | TOTAL EVALUATED CONTRACT VALUE WITH ALL COST & TAXES INCLUDING CSS & TVA: | | Z |

| | | | | |
|----------|---|-------------|--|---------------------------|
| G | STACK DAY RATE: | | | NOT FOR EVALUATION |
| | RIG UNIT & ASSOCIATED SERVICES | UNIT | | RATE |
| 1 | Stack Day Rate for Rig Package, associated services | DAY | | |
| 2 | Repair Day Rate | DAY | | |
| 3 | Force Majeure Day Rate | DAY | | |

| | | | | |
|---------------|--|--|--|--|
| Notes: | (i) The Stack Day Rate for Rig Package & associated services shall be 50% of operating day Rate as per tender | | | |
| | (ii) The Repair Day Rate for Rig Unit & associated services shall be 50% of operating day Rate as per tender | | | |
| | (iii) The Force Majeure Day Rate for Rig Unit & associated services shall be 50% of operating day Rate as per tender | | | |

| | | | | |
|----------|---|---------------------|--|---|
| H | ADDITIONAL CHARGES FOR MEAL & ACCOMODATION FOR PERSONS BEYOND 20 NOS.: | | | NOT TO BE CONSIDERED FOR EVALUATION BUT TO BE PAID AT ACTUAL |
| | RIG UNIT & ASSOCIATED SERVICES: | UNIT | | RATE |
| 1 | Break fast | PER HEAD | | |
| 2 | Lunch | PER HEAD | | |
| 3 | Dinner | PER HEAD | | |
| 4 | Accommodation | PER HEAD PER DAY | | |
| 5 | RENTAL CHARGE OF ADDL FISHING & OTHER HANDLING TOOLS | PER DAY | | |
| 6 | SHALE SHAKER/MUD CLEANER SCREEN | NO | | |

TOTAL EVALUATED CONTRACT COST (for two wells): Z

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

Where,

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

Notes:

1. *Rig Operation time of 108 days and Rig Stand-by Time of 30 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. Similarly the length of casings and tubular are estimated quantity only for evaluation purpose which may vary based on actual consumption (rounded off to joints)
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

NOT IN USE

3000 PSI DIVERTER BOP SYSTEM ON 20.3/4"x3MxBTC CASING STARTER HEAD HOUSING TO DRILL 17.1/2" HOLE

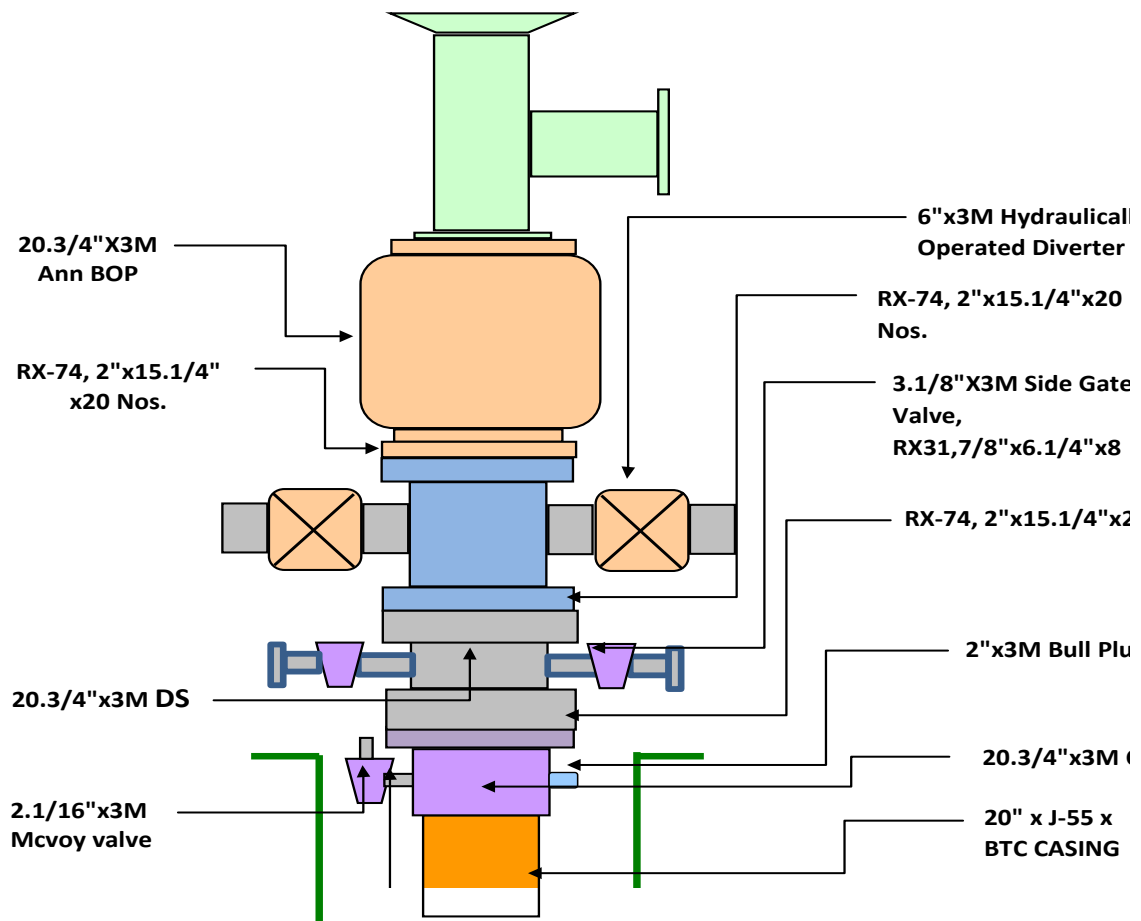


Figure No-3: Well Head & BOP Stack for Drilling 17.1/2" Hole

13.5/8"x5000 PSI BOP STACK ON 13.5/8"x5MxBTC CASING HEAD HOUSING TO DRILL 12.1/4" HOLE

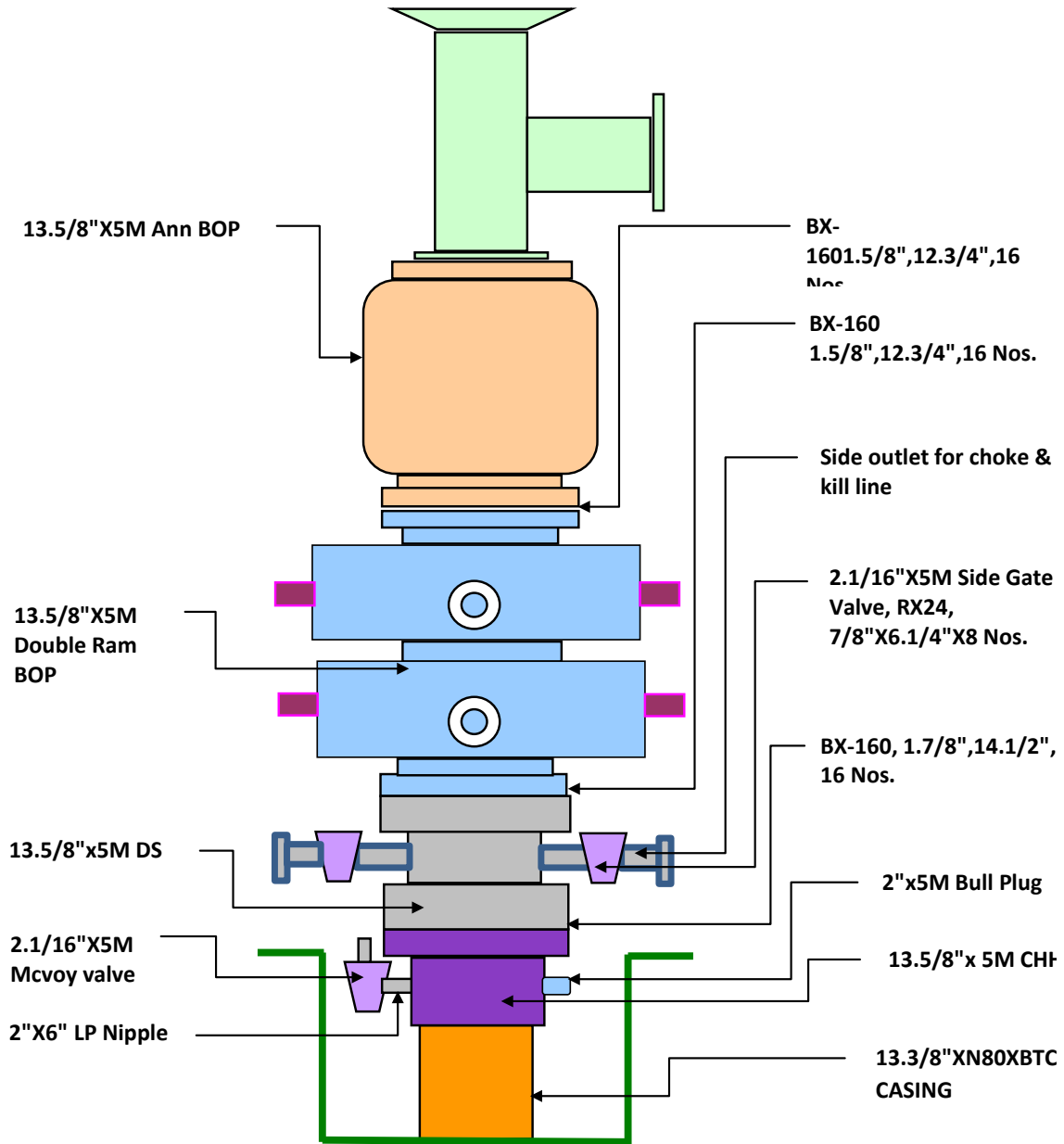


Figure No-4: Well Head & BOP Stack for Drilling 12.1/4" Hole

**5000 PSI BOP STACK ON 13.5/8"X5MxBTC CASING HEAD
HOUSING TO DRILL 8.1/2" HOLE**

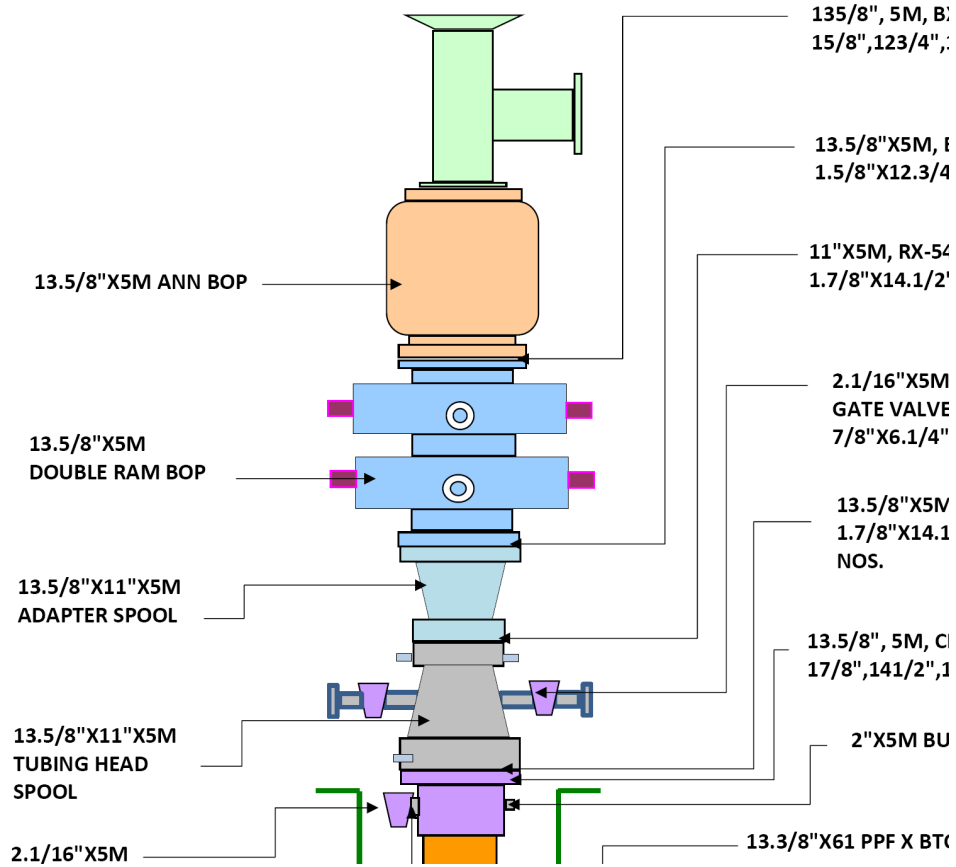


Figure No-5: Well Head & BOP Stack for Drilling 8.1/2"

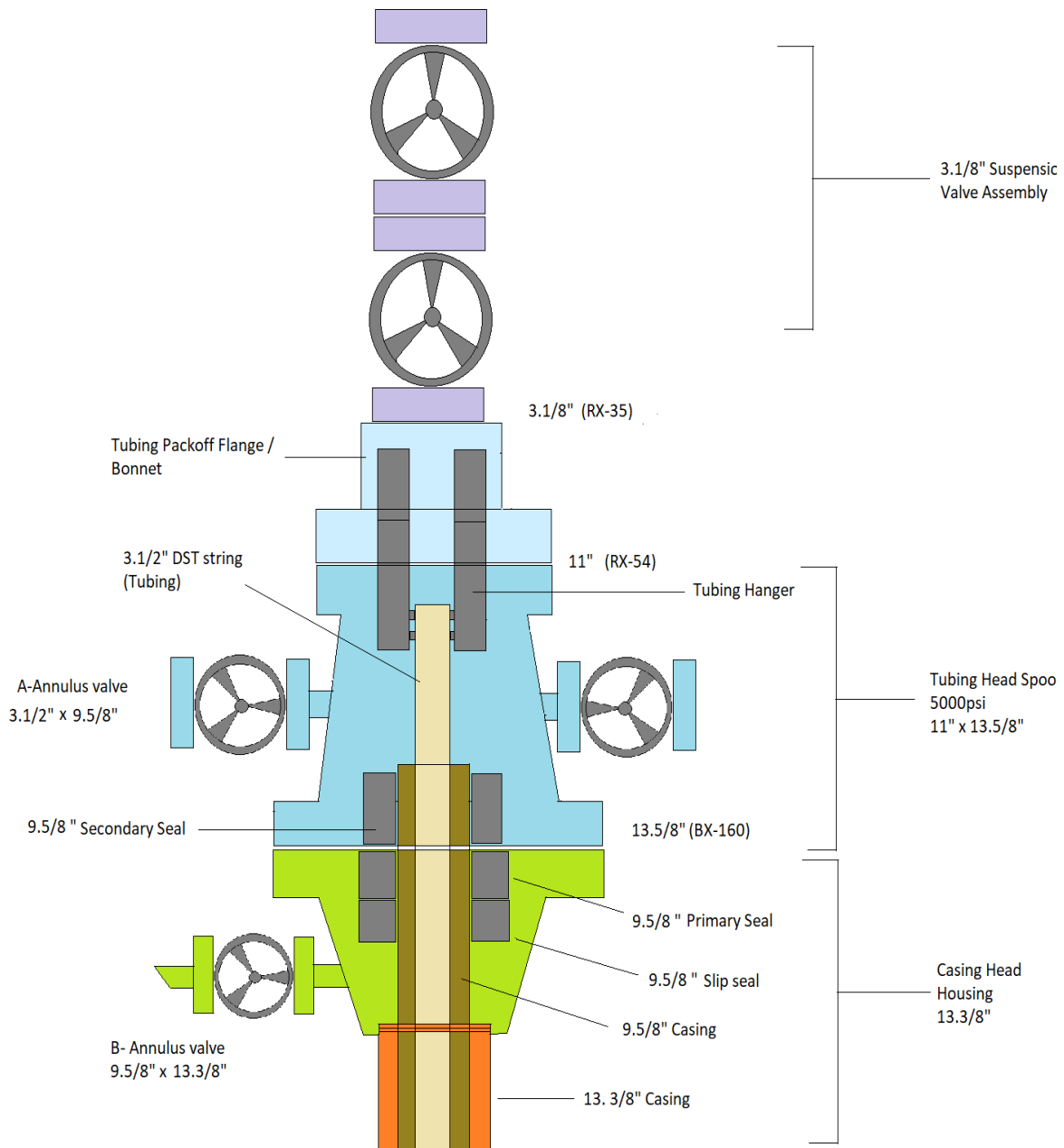
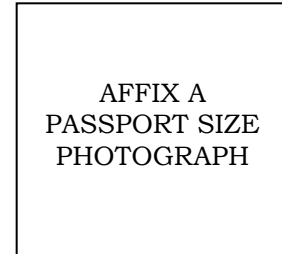


Figure No-6: Completion Well Head

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 QUALIFICATION:
9. DATE OF BIRTH:
10. EXPERIENCE IN REVERSE ORDER:



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

ANNEXURE-IV

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

Tender No: OIL/GABON/ENQ-RIG SERVICE/195 /2024

Detail of Experience in providing Chartered Hiring of Rig Services during last 7 (seven) years preceding original bid closing date.

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

N.B: Please add rows as required.

ANNEXURE-IV(A)

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

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

N.B: Please add rows as required.

CERTIFICATE OF ANNUAL TURNOVER & NET WORTH

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

TO WHOM IT MAY CONCERN

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

| YEAR | TURN OVER (In US \$ Million)* | NET WORTH (In US \$ Million)* |
|-------------|---|---|
| | | |
| | | |
| | | |

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

Place:

Date:

Seal:

Membership No. :

Registration Code:

Signature

ANNEXURE-VI

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

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

TO,

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

Sub: Undertaking for Balance sheet/Financial Statements

Ref: Tender No. OIL/GABON/ENQ-RIG SERVICE/195 /2024

This is to certify that “the balance sheet as on (Dated) / Financial Statements” for the financial year/current year ended on..... (Dated) of (Name of the Company) for the financial year (as the case may be) **has not been audited so far.**

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

Signature of Authorised Signatory

Name :

Designation :

Phone No. :

Place :

Date :

(Affix Seal of the Organization here, if applicable)

ANNEXURE-VII

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

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

Ref. No _____

Date _____

Sub: Undertaking of authenticity of information/documents submitted

Ref: Tender No.OIL/GABON/ENQ-RIG SERVICE/195 /2024****

To,

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

Sir,

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

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

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

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

Signature of Authorised Signatory

Name :

Designation :

Phone No. :

Place :

Date :

(Affix Seal of the Organization here)

ANNEXURE-VIII

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

Ref. No _____

Date _____

Sub: Undertaking for Mobilization of entire Rig Package with manpower and associated service including supply of all tools/equipment/consumables

Ref: Tender No. OIL/GABON/ENQ-RIG SERVICE/50-A/2021

To,

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

Sir,

With reference to our offer against above-referred tender, we hereby confirm that the entire Rig Package with manpower and associated service including all tools/equipment/consumables/items will be mobilized within **90 (Ninety) days** at first drilling location of Oil India Limited, Gabon from the date of issue of Letter of Award(LOA)/Mobilization Notice.

The Rig mentioned here is the rig offered having 1200HP (Min.) capacity or more.

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

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

Signature of Authorised Signatory

Name :

Designation :

Phone No. :

Place :

Date :

(*Affix Seal of the Organization here*)

ANNEXURE-IX

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

Ref. No _____

Date _____

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

Ref: Tender No. OIL/GABON/ENQ-RIG SERVICE/195/2024

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

Sir,

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

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

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

Signature of Authorised Signatory

Name :

Designation :

Phone No. :

Place :

Date :

(Affix Seal of the Organization here, if applicable)

BID FORM

TO,
OIL INDIA LIMITED,
GABON PROJECT, LIBREVILLE

IFB/Tender No: OIL/GABON/ENQ-RIG SERVICE/195/2024

Gentlemen,

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

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

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

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

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

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

Place: [Signature of Authorized Signatory of Bidder]
Date: Name:
Designation:
Seal:

Duly authorized to sign Bid for and on behalf of

.....
[Signature of Witness]
Name of Witness:
Address:

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

IFB/Tender No: OIL/GABON/ENQ-RIG SERVICE/195/2024

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

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

*** Add more rows, if required**

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

Authorised Person's Signature: _____

Name: _____

Designation: _____

Seal of the Bidder:

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

To,

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

**Sub: CERTIFICATE ON AWARENESS OF OPERATIONAL AREA & STATUTORY RULES &
REGULATIONSOFGABON**

Ref: Tender No.OIL/GABON/ENQ-RIG SERVICE/195/2024

Sir,

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

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

Signature of Authorised Signatory

Name :

Designation :

Phone No. :

Place :

Date :

(*Affix Seal of the Organization here*)

PROFORMA LETTER OF AUTHORITY

To,

OIL INDIA LIMITED,
GABON PROJECT, LIBREVILLE

IFB/Tender No: OIL/GABON/ENQ-RIG SERVICE/195/2024

Sir,

We _____ confirm that Mr.
_____ (Name and address) is authorised to represent us to Bid,
negotiate and conclude the agreement on our behalf with you against Tender Invitation No.
OIL/GABON/ENQ-RIG SERVICE/195/2024 for hiring of services for
_____.

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

Yours Faithfully,

Authorised Person's Signature: _____

Name: _____

Designation: _____

Seal of the Bidder:

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

AUTHORISATION FOR ATTENDING BID OPENING

To,

OIL INDIA LIMITED,
GABON PROJECT, LIBREVILLE

Sir,

IFB/Tender No: OIL/GABON/ENQ-RIG SERVICE/195/2024

We authorise Mr. /Mrs. _____ (Name and address) to be present at the time of opening of the above IFB/Tender due on _____ at Libreville (Gabon) on our behalf.

Yours Faithfully,

Authorised Person's Signature: _____

Name: _____

Designation: _____

Seal of the Bidder:

Note: This letter of authority shall be on printed letter head of the Bidder and shall be signed by a person who signs the bid.

FORM OF PERFORMANCE BANK GUARANTEE

To,

OIL INDIA LIMITED,
GABON PROJECT, LIBREVILLE

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

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

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

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

This guarantee is valid until the _____ day of _____

The details of the Issuing Bank and Controlling Bank are as under:

- A. Issuing Bank:
BANK FAX NO:
BANK EMAIL ID:
BANK TELEPHONE NO.:
SWIFT/IFSC CODE OF THE BANK:

B. Controlling Office:

Address of the Controlling Office of the BG issuing Bank:

Name of the Contact Person at the Controlling Office with Mobile No. and e-mail address:

SIGNATURE AND SEAL OF THE GUARANTORS _____

Designation _____

Name of Bank _____

Address _____

Witness : _____

Address : _____

Date: _____

Place: _____

PROFORMA-I

AGREEMENT FORM

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

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

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

WHEREAS, Company had issued a firm Letter of Award(LOA) No. _____ dated _____ based on Offer No. _____ dated _____ submitted by the Contractor against Company's IFB/Tender No. **OIL/GABON/ENQ-RIG SERVICE/195/2024**. 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;

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

(Delete whichever not applicable)

(TO BE EXECUTED ON COMPANY'S LETTER HEAD)

DEED OF GUARANTEE

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

WHEREAS

M/s. Oil India Limited (hereinafter referred to as OIL) has invited offers vide their Tender No. **OIL/GABON/ENQ-RIG SERVICE/195/2024** for _____ and _____ M/s _____ (Bidder) intends to bid against the said tender and desires to have Financial support of M/s _____ [Parent/Ultimate Parent/Holding Company (Delete whichever not applicable)] and whereas Parent/Ultimate Parent/Holding Company (Delete whichever not applicable) represents that they have gone through and understood the requirements of subject tender and are capable and committed to provide the Financial support as required by the bidder for qualifying and successful execution of the contract, if awarded to the bidder.

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

1. The Guarantor confirms that the Bidder is a 100% subsidiary of the Guarantor.
2. The Guarantor agrees and confirms to provide the Audited Annual Reports of any of the preceding 03(three) financial/accounting years reckoned from the original bid closing date.
3. The Guarantor have an annual financial turnover of minimum **US\$ 5,292,526 (US Dollar Five Million Two Hundred Ninety Two Thousand Five Hundred Twenty Six)** during any of the preceding 03(three) financial/accounting years reckoned from the original Bid Closing Date.
4. **Net worth** of the Guarantor is positive for preceding financial/ accounting year.
5. The Guarantor undertakes to provide financial support to the Bidder for executing the project/job, in case the same is awarded to the Bidder.
6. The Guarantor represents that:

(a) this Guarantee herein contained shall remain valid and enforceable till the satisfactory execution and completion of the work (including discharge of the warranty obligations) awarded to the Bidder.

(b) the liability of the Guarantor, under the Guarantee, is limited to the 50% of the annualized contract price entered between the Bidder and OIL. This will, however, be in addition to the forfeiture of the Performance Guarantee furnished by the Bidder.

(c) this Guarantee has been issued after due observance of the appropriate laws in force in Gabon.

(d) this Guarantee shall be governed and construed in accordance with the laws in force in Gabon and subject to the exclusive jurisdiction of the courts of Gabon.

(e) this Guarantee has been given without any undue influence or coercion, and that the Guarantor has fully understood the implications of the same.

(f) the Guarantor has the legal capacity, power and authority to issue this Guarantee and that giving of this Guarantee and the performance and observations of the obligations hereunder do not contravene any existing laws.

For and on behalf of
(Bidder)

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

Witness:

1.

2.

Witness:

1.

2.

PROFORMA-K

PROFORMA-K

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

This agreement made this _____ day of _____ month _____ year by and between M/s. _____ (Fill in the Bidder's full name, constitution and registered office address) hereinafter referred to as bidder on the first part and M/s. _____ (Fill in full name, constitution and registered office address of Parent Company/Subsidiary Company, as the case may be) hereinafter referred to as "Parent Company/ Subsidiary Company (*Delete whichever not applicable*)" of the other part:

WHEREAS

M/s. Oil India Limited (hereinafter referred to as OIL) has invited offers vide their Tender No. _____ for _____ and M/s

_____ (Bidder) intends to bid against the said tender and desires to have technical support of M/s. _____ [Parent Company/Subsidiary Company-*(Delete whichever not applicable)*] and whereas Parent Company/Subsidiary Company *(Delete whichever not applicable)* represents that they have gone through and understood the requirements of subject tender and are capable and committed to provide the services as required by the bidder for successful execution of the contract, if awarded to the bidder.

Now, it is hereby agreed to by and between the parties as follows:

1. M/s. _____ (Bidder) will submit an offer to OIL for the full scope of work as envisaged in the tender document as a main bidder and liaise with OIL directly for any clarifications etc. in this context.
2. M/s. _____ (Parent Company/ Subsidiary Company *(Delete whichever not applicable)*) undertakes to provide technical support and expertise, expert manpower and procurement assistance and project management to support the bidder to discharge its obligations as per the Scope of work of the tender / Contract for which offer has been made by the Parent Company/Subsidiary Company *(Delete whichever not applicable)* and accepted by the bidder.
3. This agreement will remain valid till validity of bidder's offer to OIL including extension if any and till satisfactory performance of the contract in the event the contract is awarded by OIL to the bidder.
4. It is further agreed that for the performance of work during contract period bidder and Parent Company/Subsidiary Company *(Delete whichever not applicable)* shall be jointly and severally responsible to OIL for satisfactory execution of the contract.
5. However, the bidder shall have the overall responsibility of satisfactory execution of the contract awarded by OIL.

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

For and on behalf of

(Bidder)

M/s.

Witness:

1)

2)

For and on behalf of

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

M/s.

Witness:

1)

2)

PROFORMA-L

PARENT COMPANY/ SUBSIDIARY COMPANY GUARANTEE

(Delete whichever not applicable)

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

DEED OF GUARANTEE

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

WHEREAS

M/s Oil India Limited, a company duly registered under the Companies Act 1956, having its Registered Office at Duliajan in the State of Assam, India, hereinafter called "OIL" which expression shall unless excluded by or repugnant to the context thereof, be deemed to include its successor and assigns, invited tender number for..... on

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

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

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

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

1. The Guarantor (Parent Company / 100% Subsidiary Company *(Delete whichever not applicable)*) unconditionally agrees that in case of nonperformance by the Company of any of its obligations in any respect,

the Guarantor shall, immediately on receipt of notice of demand by OIL, take up the job without any demur or objection, in continuation and without loss of time and without any cost to OIL and duly perform the obligations of the Company to the satisfaction of OIL.

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

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

Witness:

1. Signature _____
Full Name _____
Address _____

M/s _____
Signature _____
Name _____
Designation _____
Common seal of the Company: _____

PROFORMA-M

To,

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

SUB: SAFETY MEASURES

DESCRIPTION OF WORK/SERVICE: Charter Hire of a 1200 HP(minimum) capacity land Drilling Rig Package with requisite manpower including supply of all drilling consumables and related services” required to drill 2(two) exploratory vertical wells at locations LE & C with an option for extension of the contract to another drilling location at the sole option of the Company (OIL) at the same terms and conditions and mutually agreed rates but not higher than the original rate(s) of the contract.

IFB/Tender No: OIL/GABON/ENQ-RIG SERVICE/195/2024

Sir,

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

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

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

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

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

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

Signature of Authorised Signatory

Name :

Designation :

Phone No. :

Place :

Date :

(Affix Seal of the Organization here)

Date:

**RIG INSPECTION CERTIFICATE
(SEPARATE CERTIFICATE TO BE ISSUED FOR EACH RIG)
(TO BE ISSUED BY BV/DNV/LLOYDS/OILFIELD AUDIT SERVICES/ABS or EQUIVALENT)**

FOR OLD RIGS (Tender No: OIL/GABON/ENQ-RIG SERVICE/195/2024)

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 (detailed address, Telephone, email & Fax No. | | | | | | |
| 3.0 | Current owner of the Rig (detailed address, Telephone, email & Fax No. | | | | | | |
| 4.0 | Details of rig / equipment inspected | Details of rig/equipment offered with ID No. | Model/HP/Capacity /Pressure Rating | Whether meets the tender specification | Year of manufacture | Residual life | Remarks of Certifying Agency |
| 4.1 | Mast Make: Model: Capacity in MT: Height from ground level(in Ft): | | | | | | |
| 4.2 | Sub Structure: Capacity in MT: | | | | | | |

| | | | | | | | |
|------|--|--|--|--|--|--|--|
| | Height from ground level (in Ft): | | | | | | |
| 4.3 | NDT of Mast & Substructure | | | | | | |
| 5.0 | Rig engine/ Generators: No. of engine: | | | | | | |
| 5.1 | Generators: No. of Generators: | | | | | | |
| 6.0 | Rig Compressors(Electrical) | | | | | | |
| 6.1 | Rig Compressors(Cold Start) | | | | | | |
| 7.0 | Draw works: | | | | | | |
| 7.1 | Eddy Brake/Disc Brake/Auxiliary Brake | | | | | | |
| 8.0 | Rotary Table: Rotary Table opening (in Inch): | | | | | | |
| 9.0 | Travelling Block: | | | | | | |
| 10.0 | Crown Block: | | | | | | |
| 11.0 | Hook | | | | | | |
| 12.0 | Top Drive | | | | | | |
| 13.0 | Swivel: | | | | | | |
| 14.0 | Kelly: | | | | | | |
| 15.0 | Mud pumps: Qty.: | | | | | | |
| 15.1 | Super Charge pump | | | | | | |
| 16.0 | Linear Motion Shale Shaker | | | | | | |
| 16.1 | Desander | | | | | | |
| 16.2 | Desilter | | | | | | |
| 16.3 | Degasser | | | | | | |
| 16.4 | Centrifuge | | | | | | |

| | | | | | | | |
|------|--|--|--|--|--|--|--|
| 16.5 | Liner Motion Mud Cleaner | | | | | | |
| 17.0 | Instrumentation System | | | | | | |
| 18.0 | Stand Pipe Manifold | | | | | | |
| 19.0 | Rotary Hose | | | | | | |
| 20.0 | Annular BOP: | | | | | | |
| 20.1 | BOP: Double Ram/Two Stack BOP with one set Shear cum Blind ram & one set Pipe ram: Manual control : (Y/N) | | | | | | |
| 20.2 | BOP Control unit: Hydraulic operated: (Y/N) | | | | | | |
| 20.3 | Choke & Kill Manifold | | | | | | |
| 20.4 | Remote BOP Panel | | | | | | |
| 20.5 | Remote Choke Panel | | | | | | |
| 21.0 | NDT of Tubulars | | | | | | |
| 22.0 | Refurbishment, if any, with date and details of Refurbishment. | | | | | | |

***Add row as per requirement**

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

(Signature with name and designation)

Note:

(1) 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. Certificate from other agencies shall not be accepted.

APPENDIX-II

CHECK LIST

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

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

| Sl. No. | Description | Document Name | Pg. No of Document | Complied Yes/No |
|----------------|---|----------------------|---------------------------|------------------------|
| 1 | Bid document complete in all respects with pages in sequential order. | | | |
| 2 | Confirm that the following details have been submitted in the Technical-Un-priced part of the bid. | | | |
| (i) | Covering Letter, Letter of Submission with the Technical Bid. | | | |
| (ii) | Power of Attorney in the name of person signing the bid with the Technical Bid. | | | |
| (iii) | Details and documentary proof required against technical qualification criteria along with complete documents. | | | |
| (iv) | Job Completion Certificate issued by the organisation as proof of requisite experience with description of the job done, total contract value, Duration of contract executed with date, Location of work etc. with the Technical Bid. | | | |
| (v) | Confirm that annual financial reports for last three financial years submitted with the Technical Bid. | | | |
| (vi) | Confirm that the certificate (as per Annexure V) issued on letter head of the Chartered accountant firm is enclosed with the Technical Bid. | | | |
| (vii) | Confirm that all copies of documents establishing the bidder's experience & eligibility are enclosed with the Technical Bid. | | | |
| (viii) | Confirm that Valid documents (MOU) with conformation of Leader, in case of consortium Bid is submitted in the Technical Bid-Unpriced part of the Bid. | | | |
| (ix) | Confirm that all required filled Annexure & Undertaking are submitted as a part of Technical bid except price bids. | | | |
| 3 | Confirm that the all price bid (Proforma-B) has been duly filled in for each item and complete in all respects to be submitted in a SEPARATE ENVELOPE. | | | |

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