TENDER NO.: OIL/GABON/ENQ-2D SEISMIC SURVEY/25/14
DT. 02.06.2014

for
HIRING OF SERVICE PROVIDER FOR CLOSED GRID 2D SEISMIC DATA ACQUISITION OF 1200 GLKM INCLUDING SUPPLY OF CONSUMABLES IN BLOCK SHAKTHI-II (G4-245), GABON

Declaration:
SPECIAL NOTE TO THIS TENDER:

(A) The Tender as below have been addressed to 03 (Three) Parties arising out of Expression Of Interest (EOI). The other prospective and interested Parties may also participate against this Tender subject to the following:

(i) To forward their application for issue of Tender document along with documentary proof of meeting ‘Bid Rejection Criteria’ (SECTION-VII of this Tender) to reach us within 10 days of publication at OIL’s website. The application may also be sent to e-mail IDs: oilgabon@gmail.com and kalyanpp0394@gmail.com

(ii) The application must be complete in respect of meeting the qualifying criterion mentioned under Bid Rejection Criteria (BRC) as stipulated in this Tender.

(iii) The parties must note that if Oil India Limited (OIL) is satisfied with the documentary evidences (provided by the party) establishing them to be eligible for issuance of the subject tender, the tender documents will be issued to the eligible party (ies). However, if the documentary evidences submitted by the parties are not able to establish the eligibility of the party (ies) to the...
satisfaction of OIL, no further correspondence will be made/entertained against the subject tender.

(B) The last date of receipt of applications, complete in all respect is **12.06.2014**. It is to be noted by all concerned that no correspondence against the subject tender will be entertained after expiry of the schedule date i.e. **12.06.2014**. As indicated above, parties may send their complete applications (with scanned copies of documentary evidences) through e-mail to the email IDs as mentioned vide (i) under para (A) above. The hardcopies of application must be received by OIL within **17.06.2014**, without which their applications will not be considered.

(C) OIL will issue the tender documents to the eligible parties after detailed scrutiny of the documents submitted by the parties. The tender documents will be issued through e-mail to the eligible parties and therefore, it is necessary that the parties must mention their valid e-mail IDs. The formal letter with tender documents will be issued to eligible parties latest by **18.06.2014**. No correspondence will be made if the parties are not found to be eligible for the subject tender as per the BRC.

(D) No request for extension of the above mentioned dates will be entertained.

(Kalyan Kumar Gogoi)  
Head Contract  
For General Manager  
GABON Project,  
OIL INDIA LIMITED,  
Libreville. B.P. 23134, GABON
TENDER NO.: OIL/GABON/ENQ-2D SEISMIC SURVEY/25/14
DT. 02.06.2014

for

HIRING OF SERVICE PROVIDER FOR CLOSED GRID 2D SEISMIC DATA
ACQUISITION OF 1200 GLKM INCLUDING SUPPLY OF CONSUMABLES IN
BLOCK SHAKTHI-II (G4-245), GABON

Date & time of closing of Tender: 30.06.2014 at 02: 00 PM (GLT)
Date & time of opening of Tender: 30.06.2014 at 02: 30 PM (GLT)

*GLT: GABON LOCAL TIME.

General Manager
GABON Project,
OIL INDIA LIMITED,
La Sablière, Immeuble FIDJI
(pres de Cour Constitutionnelle)
Libreville. B.P. 23134
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Forwarding letter - Section -I

M/s. ____________________________

______________________________

SUB: HIRING OF SERVICE PROVIDER FOR CLOSED GRID 2D SEISMIC DATA ACQUISITION OF 1200 GLKM INCLUDING SUPPLY OF CONSUMABLES IN BLOCK SHAKTHI-II (G4-245), GABON

Dear Sirs,

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, Govt. of India, where OIL is the operator, plan to carry out 2D Seismic Data Acquisition Survey in Shakthi-II block, located adjacent to continental basement margin within interior sub-basin Gabon, under administrative guidelines of Gabon’s Direction Generale des Hydrocarbures [DGH].

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

2.0 In connection with its proposed exploratory drilling programme in Gabon, OIL invites quotation from you for hiring of services closed grid 2D seismic data acquisition of 1200 GLKM including supply of consumables in block Shakthi-II, Gabon.

3.0 One complete set of bid document for hiring of above services is being forwarded herewith. You are requested to submit your 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:
| (i)  | Tender No                              | : OIL/GABON/ENQ-2D SEISMIC SURVEY/25/14 dated 02.06.2014 |
| (ii) | Type of Bid                            | : Limited Two Bid System |
| (iii) | Bid Closing date & Time                | : 30.06.2014 at 2:00 PM (Gabon Local Time) |
| (iv)  | Technical Bid Opening date & time      | : 30.06.2014 at 2:30 PM (Gabon Local Time) |
| (v)   | Price Bid Opening Date & time          | : Will be intimated to the eligible bidders nearer the time |
| (vi)  | Bid Submission Place                   | : Bid should be submitted on/or before Bid Closing date & time at the following address: |
|       |                                        | General Manager |
|       |                                        | GABON Project, |
|       |                                        | OIL INDIA LIMITED, |
|       |                                        | Pres de la Cour Constitutionnelle |
|       |                                        | La Sablière, Immeuble FIDJI |
|       |                                        | Libreville. B.P. 23134 |
| (vii) | Bid Opening Place                      | : General Manager |
|       |                                        | GABON Project, |
|       |                                        | OIL INDIA LIMITED, |
|       |                                        | Pres de la Cour Constitutionnelle |
|       |                                        | La Sablière, Immeuble FIDJI |
|       |                                        | Libreville. B.P. 23134 |
| (viii) | Bid Security                           | : Not applicable |
| (ix)  | Amount of Performance Bank Guarantee  | : 7.1/2 % of the total estimated contract value |
| (x)   | Bid validity                           | : 120 days from the date of bid opening |
| (xi)  | Duration of the Contract               | : 18 months from issue of LOA or till the completion of the operation whichever is EARLIER. |
| (xii) | Quantum of Liquidated Damage for default in Timely Mobilisation | : 1/2 % of total contract value for delay per week or part thereof subject to maximum of 7. ½ % |
| (xiii) | Bids to be addressed to                | : General Manager |
|       |                                        | GABON Project, |
|       |                                        | OIL INDIA LIMITED, |
|       |                                        | La Sablière, Immeuble FIDJI |
|       |                                        | Libreville. B.P. 23134 |
4.0 To ascertain the substantial responsiveness of the bid OIL reserves the right to ask the bidder for clarification in respect of clauses covered under BRC also and such clarifications fulfilling the BRC clauses in toto must be received on or before the deadline given by the company, failing which the offer will be summarily rejected.

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

Yours faithfully,
OIL INDIA LIMITED

(Kalyan Kumar Gogoi)
Head Contracts
For General Manager
GABON Project,
OIL INDIA LIMITED,
Libreville. B.P. 23134, GABON
SECTION - II

INSTRUCTIONS TO BIDDERS

1.0 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.

A. BIDDING DOCUMENTS

2.0 The services required, bidding procedures and contract terms are prescribed in the Bidding Documents. This bidding document includes the following:

(a) A forwarding letter highlighting the following points (Section I):
   (i) Company’s Tender No.
   (ii) Bid closing date and time.
   (iii) Bid opening date and time.
   (iv) Bid submission place.
   (v) Bid opening place.
   (vi) The amount of performance guarantee.
   (vii) Bid validity.
   (viii) Duration of contract.
   (ix) Quantum of liquidated damages for default in timely mobilizations.

(b) Instruction to Bidders (Section II)

(c) General Conditions of Contract (Section III)

(d) Terms of Reference/Technical specification (Section IV)

(e) Schedule of Rates (Section V)

(f) Special Terms and Conditions (Section VI)

(g) Bid Evaluation Criteria/Bid Rejection Criteria - (Section-VII)

(h) Statement of Non Compliance (Proforma I).

(i) Bid Form (Proforma II A).

(j) Performance Security Form (Proforma II B).
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 **AMENDMENT OF BIDDING DOCUMENTS:**

3.1 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 by the issuance of an Addendum.

3.2 The Addendum will be sent in writing 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 the Bidders are expected to require additional time in which to take the Addendum into account in preparation of their bid or for any other reason.

B. **PREPARATION OF BIDS**

4.0 **LANGUAGE OF BIDS:** The bid 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 may be in another language provided it is accompanied by an English translated version, which shall govern for the purpose of bid interpretation.

5.0 **DOCUMENTS COMPRISING THE BID:** The bid submitted by the Bidder shall comprise of the following components:

A. **TECHNICAL BID**

   (i) Complete technical details of the services and equipment specifications with catalogue, etc.

   (ii) Documentary evidence established in accordance with clause 9.0 of this section.

   (iii) Statement of Non Compliance (Proforma –I).

   (iv) Copy of Commercial (Priced) bid without indicating prices.

B. **COMMERCIAL/PRICE BID**

(k) Contract Form (Proforma II C).

(l) Proforma Letter of Authority (Proforma III)
Containing Commercial /Priced Bid comprising of following:

(i) Bid Form as per Proforma-IIA.

(ii) Price-Bid Format as per SECTION-V.

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

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

7.0 **BID PRICE:**

7.1 Unit prices must be quoted by the bidders both in words and in figures. In case of any discrepancy between the words and in figures, the prices indicated in words only will be considered.

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

7.3 All taxes including Corporate Income Tax, Withholding 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. For example, personal taxes and/or any corporate taxes arising out of the profits on the contract as per rules of the country shall be borne by the bidder. For information of bidders, the applicable taxes are Withholding Tax @10% (If party is not registered in Gabon), Corporate Income Tax and Personal Income tax (Corporate income tax at a rate of 35% and personal income tax for its employees at the progressive scale provided by the general tax code, except if the contractor benefits from the specific regime of oil subcontractors). Bidders are required to check this aspect and applicability to same to them while submitting their offers.

8.0 **CURRENCIES 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.

9.0 **DOCUMENTS ESTABLISHING BIDDER’S ELIGIBILITY AND QUALIFICATIONS:**

These are listed in Section VII in BEC / BRC.
10.0 **BID SECURITY:**

10.1 **Bid Security is not applicable for this tender.**

11.0 **PERIOD OF VALIDITY OF BIDS:**

11.1 Bids shall remain valid **for 120 days** after the date of bid opening prescribed by the Company.

11.2 In exceptional circumstances, the Company may solicit the Bidder's consent to an extension of the period of validity. The request and the response thereto shall be made in writing by e-mail / Fax/ Letter etc. A Bidder granting the request will neither be required nor permitted to modify their bid.

12.0 **FORMAT AND SIGNING OF BID:**

12.1 The Bidder shall prepare three 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.

12.2 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 **(as per Proforma III)** shall be indicated by written power of attorney accompanying the bid. All pages of the bid, except for un-amended printed literature, shall be initialed by the person or persons signing the bid.

12.3 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 initialed by the person or persons signing the bid.

**C. SUBMISSION OF BIDS**

Bids are to be submitted in triplicate under **Single Stage Two Bid System** i.e. **Techno-commercial (Un-priced) and Commercial (Priced) Bids separately in sealed envelopes.** The offer is to be submitted in physical form in triplicate within the bid closing date and time. **No e-mail / fax offer is being accepted.**

**Bids shall be rejected outright if the technical bids contain the prices.**

13.0 **SEALING AND MARKING OF BIDS:**

13.1 The tender is being processed according to a **single stage - Two bid procedure.** Offers should be submitted in two parts viz. **Techno-**
commercial (Un-priced) and Commercial (Priced) Bids each in triplicate (one Original and 2 copies).

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

13.3 The cover containing the Un-priced Techno-commercial Bid (Original + 2 copies) should be in one sealed cover bearing the following on the right hand top corner.

(i) Envelope No.1 Techno-Commercial Un priced bid (Un-priced)
(ii) Tender No.________________________.
(iii) Bid closing date ________________.
(iv) Bidder’s name ____________________.

13.4 The cover containing the Commercial (Priced) Bid (Original + 2 copies) should be in a separate sealed cover bearing the following on the right hand top corner.

(i) Envelope No.2 – Commercial (Priced) bid
(ii) Tender No. ____________________.
(iii) Bid closing date ________________.
(iv) Bidder's name ____________________.

13.5 The above mentioned two separate covers containing Technical and the Commercial bids 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____________________.

13.6 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.

13.7 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 (I and I a). This should be enclosed with the technical bid.

13.8 Timely delivery of the bids is the responsibility of the Bidder. Bidders should send their bids as far as possible by Registered Post or by
Courier Services. 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.

14.0 **DEADLINE FOR SUBMISSION OF BIDS:** Bids must be received by the company at the address specified in the “Forwarding Letter” not later than the Bid Closing time as mentioned in the “Forwarding Letter”.

15.0 **LATE BIDS:** Any Bid received by the Company after the deadline for submission of bids prescribed by the Company **shall be rejected.**

16.0 **MODIFICATION AND WITHDRAWAL OF BIDS:**

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

16.2 The Bidder’s modification or withdrawal notice shall be prepared sealed, marked and dispatched in accordance with the provisions of para 13.0. A withdrawal notice may also be sent by fax but followed by a signed confirmation copy, postmarked not later than the deadline for submission of bids.

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

16.4 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.

17.0 **BID OPENING AND EVALUATION:**

17.1 Company will open the Bids (**Techno-commercial un-priced bid**), including submission made pursuant to para 16.0, in the presence of Bidder’s representatives who choose to attend at the date, time and place mentioned in the Forwarding Letter. However, an authorization letter 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.

17.2 Bid for which an acceptable notice of withdrawal has been received pursuant to para 16.0 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.

17.3 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.
17.4 Company shall prepare, for its own records, minutes of bid opening including the information disclosed to those present in accordance with the subpara 17.3.

17.5 To assist in the examination, evaluation and comparison of bids the Company may at its discretion, ask the Bidder for clarifications of its bid. The request for clarification and the response shall be in writing and no change in the price or substance of the bid shall be sought, offered or permitted.

17.6 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.

17.7 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.

17.8 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.

18.0 OPENING OF COMMERCIAL (PRICED) BIDS:

18.1 Company will open the Priced Bids of the techno-commercially qualified Bidders on a specific date and time in presence of interested qualified Bidders. Technically qualified bidders will be intimated about the priced bid opening date in advance.

18.2 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.

18.3 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.

19.0 **CONVERSION TO SINGLE CURRENCY:** While evaluating the bids, the closing rate of exchange declared by Union Gabonaise de Banque, one day prior to priced bid opening date will be taken into account for conversion of foreign currency.

20.0 **EVALUATION AND COMPARISON OF BIDS:** The Company will evaluate and compare the bids as per priced bid format of Section-V of the bidding documents.

21.0 **CONTACTING THE COMPANY:**

21.1 Except as otherwise provided in para 17.0 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 17.5.

21.2 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.

**D. AWARD OF CONTRACT**

22.0 **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.

23.0 **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.

24.0 **NOTIFICATION OF AWARD:**

24.1 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 or fax (to be confirmed in writing by registered/couriered letter) that its bid has been accepted.

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

25.0 **SIGNING OF CONTRACT:**

25.1 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.

25.2 Within 30 days of issue of Letter of Award (LOA), the successful Bidder shall sign 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.

25.3 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.

25.4 **FURNISHING FRAUDULENT INFORMATION/DOCUMENTS:**

If it 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.

26.0 **PERFORMANCE SECURITY:**

26.1 Within 02 (Two) weeks of the receipt of notification of award from the Company, the successful Bidder shall furnish the performance security @ 7 ½ % of total contract value for a period of 21 months (18 months for contract period plus additional 3 months for defect liability period from date of completion of contract period) from effective date of contract in the form of bank guarantee as per the Proforma-II B or Banker’s Cheque or Bank Draft in favour of OIL INDIA LIMITED payable at Libreville, Gabon 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 fulfill its obligations under the Contract.

26.2 The performance security specified above must be valid as indicated in the contract. The same will be discharged by company not later than 30 days following its expiry.

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

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

26.5 In the event of failure of the successful Bidder to comply with the requirements of para 25.0 or 26.1, 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 on the bidder as deemed fit including debarment and legal action as mentioned in para 25.3 and 25.4 above.

27.0 **CREDIT FACILITY:** Bidders 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.

28.0 **BIDDERS' AWARENESS ON THE COMPLETE REQUIREMENT:**
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.

29.0 **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 must be 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.

**END OF SECTION-II**
SECTION III
GENERAL CONDITIONS OF CONTRACT

1.0 DEFINITIONS:

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

(a) "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;

(b) "Contract Price" means the price payable to contractor under the contract for the full and proper performance of its contractual obligations;

(c) "Work" means each and every activity required for the successful performance of the services described in Section IV, the Terms of Reference;

(d) "Company" or “OIL” means Oil India Limited;

(e) "Contractor" means the individual or firm or Body incorporated performing the work under this Contract;

(f) "Contractor's Personnel" means the personnel to be provided by the contractor to provide services as per the contract;

(g) "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.

2.0 EFFECTIVE DATE, MOBILISATION TIME, DATE OF COMMENCEMENT OF THE CONTRACT 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 contractor to start mobilization of the equipments with accessories and consumables within 30 days from date of issue of Letter of Award [LOA] of the contract or date of advice to mobilize the equipment and to complete the mobilization within 180 days (max) thereafter. Mobilisation shall be deemed to be completed when Contractor is ready with requisite manpower, equipment etc. to commence the Work/services as envisaged under the Contract and as certified by Company. This date and time will be treated as date of completion of mobilization.
2.3 **DURATION OF CONTRACT:** The duration of the Contract shall be **18 (Eighteen) months from the Date of Letter of Award (LOA)**. However, the time taken by the Company for review of the draft report etc. if any shall not be included in the aforementioned duration. The completion time may be extended by Company at its sole discretion on request from the Contractor.

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 (Section IV) 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 eight (08) hours work day. Under the Contract, Contractor will be entitled to the applicable rate defined in Section V. These rates are payable when the required condition has existed for a full 8 hours period. If the required condition existed for less than 8 hours then payments shall be made on pro-rata basis.
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 and shall ensure that such personnel observe applicable Company and statutory safety requirement. Upon Company’s written request regarding poor performance and deficiency, Contractor, entirely at their own expense, shall remove within 10 days, 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.

5.2 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.

5.3 Contractor’s key personnel shall be conversant with English as well as in French language (both writing and speaking).

6.0 **WARRANTY AND REMEDY OF DEFECTS:**

6.1 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 Terms of Reference. They should comply with the instructions and guidance, which Company may give to the Contractor from time to time.

6.2 Should Company discover at any time during the execution of the Contract or within one year after completion of the operations that the work carried out by the contractor 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, which the contractor must pay promptly. In case contractor fails to perform remedial work, the performance security shall be forfeited.
7.0 **CONFIDENTIALITY, USE OF CONTRACT DOCUMENTS AND INFORMATION:**

7.1 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.

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

7.3 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.

8.0 **TAXES:**

8.1 Tax levied as per the provisions of Laws of Gabon and any other enactment/rules on income derived/ payments received under the contract will be on Contractor's Account. Contractor is to quote accordingly.

8.2 Contractor shall be responsible for payment of personal taxes, if any, for all the personnel deployed.

8.3 Contractor shall be responsible for deduction & payment of personal taxes, if any, for all the personnel deployed in GABON.

8.4 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 by them. Contractor shall be responsible for preparing and filing the return of income etc. Within the prescribed time limit to the appropriate authority.

8.5 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 at
the time of obtaining "No Objection Certificate" for releasing payments to the Contractor.

8.6 Corporate and personal taxes on Contractor shall be the liability of the contractor and the Company shall not assume any responsibility on this account.

8.7 All local taxes, levies and duties, Sales Tax, VAT, Octroi, and all other taxes applicable in Gabon on purchases and sales (if required by the contractor) made by Contractor shall be borne by the Contractor.

9.0 **INSURANCE:**

9.1 The contractor shall arrange insurance to cover all risks in respect of their personnel, materials and equipment belonging to the contractor or its subcontractor during the currency of the contract.

9.2 Contractor shall at all time during the currency of the contract provide, pay for and maintain the following insurances 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 General Public 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 fulfill the provisions under this contract.

c) Contractor's equipment used for execution of the work hereunder shall have an insurance cover with a suitable limit (as per international standards). 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 shall be governed by the Insurance Regulations of the country.

d) Public Liability Insurance as required under Public Liability Insurance Act

9.3 Contractor shall obtain additional insurance or revise the limits of existing insurance as per Company’s request in which case additional cost shall be to Contractor’s account.

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

9.5 Contractor shall furnish to Company prior to commencement date, certificates of all its insurance policies covering the risks mentioned above.
9.6 If any of the above policies expire or are cancelled during the term of this contract and Contractor fails for any reason to renew such policies, then the Company will renew/replace same and charge the cost thereof to Contractor. 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.

9.7 Contractor shall require all of their 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.

9.8 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.

10.0 CHANGES:

10.1 During the performance of the work, Company may make a change in the work 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.

10.1 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 (Section V). 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 13 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.

11.0 FORCE MAJEURE:

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

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

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

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

12.0 **TERMINATION:**

12.1 This contract shall terminate:

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

OR

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

OR

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

OR

(d) Under any circumstances considered to be not suitable by Company to continue the operations of the Contract. If any dispute arises on this account the same shall be settled as per the provisions of the contract.

OR

(e) In the event of liquidation / bankruptcy / insolvency of the Contractor.
12.2 In the event of termination of contract under Clause 12.1(d) above, Company will issue 15 days prior written 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.

12.3 Upon termination of the Contract, Contractor shall return to Company all of Company's items, which are at the time in Contractor's possession.

13.0 **APPLICABLE LAW:**

13.1 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, Gabon.

13.2 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.

13.3 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.

14.0 **SETTLEMENT OF DISPUTES AND ARBITRATION:** All disputes or differences whatsoever arising between the parties out of or relating to the construction, meaning and operation or effect of this contract or the breach thereof shall be settled by arbitration in accordance with the Rules of Arbitration of the International Chamber of Commerce, in Paris, France, in French or English as the Parties may agree, by 03 (Three) Arbitrators. Each Party shall appoint one Arbitrator, and the International Chamber of Commerce shall appoint the third Arbitrator who must be in no way related to either Party and who will be the Chairman of the Arbitration Body.

15.0 **NOTICES:**

15.1 Any notice given by one party to other, pursuant to this Contract shall be sent in writing or by Fax and confirmed in writing to the applicable address specified below:
(A) **Company**

GENERAL MANAGER  
GABON PROJECT,  
OIL INDIA LIMITED,  
LA SABLIERE, IMMEUBLE FIDJI  
LIBREVILLE. B.P. 23134

(B) **Contractor**

M/s ________________________________

Fax No.

Phone No.

E-mail:

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

16.0 **SUB-CONTRACTING:** Contractor shall not subcontract or assign, in whole or in part, their obligations to perform under the contract, except with Company's prior written consent.

17.0 **MISCELLANEOUS PROVISIONS:**

17.1 Contractor shall give notices and pay all fees at their own cost required to be given or paid by any National or 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.

17.2 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.

17.3 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.

17.4 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.

18.0 **PERFORMANCE SECURITY:**

The Contractor has furnished Performance Bank Guarantee ___________ (being 7.1/2% of the estimated Contract value) in the form of Bank guarantee (No. dated___________) issued by ______________. The Performance Bank Guarantee is valid upto __________ (21 months as indicated in para 26.0 of section II) to cover the duration of contract including defect liability period indicated in Para 6 of this section i.e. Section - III. 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. In the event of extension of the Contract period, the Contractor shall suitably extend the validity of the bank guarantee. Company will discharge the bank guarantee not later than 30 days following its expiry. Contractor may submit Performance Security in the form of Bank Draft / Banker’s cheque or in any other format acceptable to the company as stated in para 26.1 of section II above.

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

19.1 In the event of the Contractor’s default in timely mobilisation for commencement of operations within the stipulated period, the Contractor shall be liable to pay liquidated damages at the rate of 1/2% of the total contract value per week or part thereof of delay subject to maximum of 7.5%. Liquidated Damages will be reckoned from the date after expiry of the scheduled mobilisation period till the date of commencement of contract as defined in clause no. 2.0 of Section - III.

19.2 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.

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

21.1 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.

21.2 Neither Company nor its servants, agents, nominees, assignees, Contractors, subcontractors 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.

21.3 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.

21.4 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.

21.5 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.
21.6 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.

21.7 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.

21.8 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.

21.9 Notwithstanding anything contained elsewhere in the Contract to the contrary, the Company shall save, indemnify, defend and hold harmless the Contractor, its Contractors or subcontractors and its and their servants, agents, nominees from and against all liabilities, claims, proceedings, damages, losses, costs and expenses (including legal fees) in respect of:

(a) Loss of or damage to any well or bore-hole;

(b) Blow-out, fire, explosion, cratering or any other uncontrolled well condition(including the costs to control a wild well and the removal of debris);

(c) Damage to any reservoir, geological formation or underground strata or the loss of oil or gas there from; and

(d) Pollution of any nature, including gradual seepage, discharge, dispersal or release of oil, gas or other petroleum derivatives or substances (including oil refuse or oil mixed with waste), smoke, vapour, soot, fumes, acid, alkalis, toxic chemicals, liquids or gases, waste materials or other irritants, contaminants or pollutants into land, atmosphere or any water course, howsoever caused
emanating from the reservoir and/or from any equipment or property of Company, its coventurers, Contractors or subcontractors arising from, relating to or in connection with the performance or non-performance of this Contract, without regard to cause or causes, including, without limitation, the fault or negligence (whether sole, concurrent, active, passive or otherwise) of the indemnified parties.

22.0 **CONSEQUENTIAL DAMAGE:** Neither party shall be liable to the other for special, indirect or consequential damages resulting from or arising out of the Contract, including but without limitation, to loss of profit or business interruptions, howsoever caused and regardless of whether such loss or damage was caused by the negligence (either sole or concurrent) of either party, its employees, agents or sub-contractors.

23.0 **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.

24.0 **PAYMENT & INVOICING PROCEDURE:**

Please refer para 5.0 of Section VI (Special Terms & Conditions) of the tender

25.0 **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

26.0 **WITH-HOLDING:**

26.1 Company may withhold or nullify the whole or any part of the amount due to Contractor 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 IV.

   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.

Any payment due from Contractor in respect of unauthorized imports.

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

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

27.0 SET-OFF CLAUSE:

28.0 CHANGE IN LAW:

In the event of any change or amendment of any Act or law, Rules or Regulations of Govt. of GABON or Public Body or any change in the interpretation or enforcement of any said Act or law, rules or regulations by Gabon Govt. or public body which becomes effective after the date as advised by the COMPANY for submission of final price bid for this CONTRACT and which results in increased cost of the works under the CONTRACT through
increased liability of taxes, (other than personnel and Corporate taxes), duties, the CONTRACTOR shall be indemnified for any such increased cost by the COMPANY subject to the production of documentary proof to the satisfaction of the COMPANY to the extent which is attributable to such change or amendment as mentioned above.

Similarly, if any change or amendment of any Act or Law including Gabon Income Tax Act, Rules or regulations of any Govt. or public body or any change in the interpretation or enforcement of any said Act or Law, rules or regulations by Gabon Govt. or public body becomes effective after the date as advised by the COMPANY for submission of final price bid of this CONTRACT and which results in any decrease in the cost of the project through reduced liability of taxes, (other than personnel and Corporate taxes) duties, the CONTRACTOR shall pass on the benefits of such reduced cost, taxes or duties to the COMPANY.

Notwithstanding the above mentioned provisions, the COMPANY shall not bear any liability in respect of (I) Personnel taxes on the employees of CONTRACTOR and the employees of all its sub-contractors etc. (ii) Corporate taxes in respect of the CONTRACTOR and its subcontractors etc.

29.0 Save to the extent of Contractor's indemnification obligations under clause 21, and notwithstanding any other provision of this Contract to the contrary, the Contractor's cumulative and maximum aggregate liability arising from or related to the performance or non performance of this Contract, whether so arising by virtue of the Contractor's breach of contract, negligence, strict liability or otherwise at law, shall be limited to the Contract Price. The Company shall be responsible for, and undertakes to save, defend, indemnify and hold harmless the Contractor Group from and against all claims, liabilities, proceedings, damages, losses, costs and expenses (including legal fee) to the extent to which they shall exceed the said maximum aggregate liability cap.

30.0 RECORDS, REPORTS AND INSPECTION:

30.1 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.
31.0 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).

32.0 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 equipments or Services in combination or their equipments and / or services not recommended by Contractor (b) out of unauthorized additions or modifications of contractor's equipments or services by Company, or (c) Company's use of contractor's equipments or services that does not correspond to Contractor.

33.0 Secrecy:

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

34.0 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.

35.0 Association of Company's Personnel:

Company's Engineers may be associated with the work throughout the operations. The Contractor shall execute the work with professional competence and in an efficient and workman like manner and provide Company with a standard of work customarily provided by reputed Contractors to major international oil companies in the petroleum industry or any other major companies.

36.0 Indemnity Agreement:
36.1 Except as provided hereof Contractor agrees to protect, defend, indemnify and hold OIL harmless from and against all claims, suits, demands and causes of action, liabilities, expenses, cost, liens and judgment of every kind and character, without limit, which may arise in favour of Contractor employees, agents, contractors and contractor’s or their employees on account of bodily injury or death, or damage to personnel/property as a result of the operations contemplated hereby, regardless of whether or not said claims, demands or causes of action arise out of the negligence or otherwise or in part or other faults.

36.2 Except as provided hereof OIL 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 judgment of every kind and character, without limit, which may arise in favour of Company employees, agents, contractors and contractor’s or their employees on account of bodily injury or death, or damage to personnel/property as a result of the operations contemplated hereby, regardless of whether or not said claims, demands or causes of action arise out of the negligence or otherwise, in whole or in part or other faults.

37. **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.

**END OF SECTION-III**
SECTION – IV

TERMS OF REFERENCE / TECHNICAL SPECIFICATION

HIRING OF SERVICE PROVIDER FOR CLOSED GRID 2D SEISMIC DATA ACQUISITION OF 1200 GLKM INCLUDING SUPPLY OF CONSUMABLES IN BLOCK SHAKTHI-II (G4-245), GABON

1.0 Introduction:
1.1 This section establishes the scope and schedule for the work to be performed by the Bidder and describes references to the specifications, instructions, standards and other documents including specifications for any materials, tools or equipment which Bidder shall satisfy or adhere to during the performance of the work.

2.0 Scope of Work:

Seismic Data Acquisition:

2.1 This tender is sought pursuant to the award of on-land exploration Block "SHAKTHI-II", Gabon to a Consortium of Oil India Ltd. (OIL) and Indian Oil Corporation Ltd. (IOCL). OIL being the Operator, desires to acquire about 1200 GLKM of 2D Seismic data in the area with Dynamite as energy source and Geophones (on land)/Hydrophones (in swampy areas) as receivers. However, the actual quantum of coverage will be the actual line KM covered during the seismic data acquisition.

2.2 OIL envisages to acquire the above seismic data engaging a competent international contractor having good experience in 2D Seismic Data acquisition with state-of-the-art equipment using Dynamite as the seismic source.

2.3 The Bidder shall Procure, Store, Transport and Keep a Record of Explosives and Detonators used for the purpose of data acquisition.

2.4 The Bidder shall with their own personnel and equipment carry out Differential Global Positioning System (DGPS) & Real Time Kinematics (RTK) Global Positioning System based topographic survey and 2-D Seismic data acquisition work using Dynamite as source and LVL & Up-hole surveys in the above mentioned area. The bidder shall also have provision of a field processing unit/centre for quality control, processing of field tests, tape copying, processing of seismic data up to brute stack etc.

2.5 The Bidder shall deploy the equipment of state-of-the-art technology for performing the services referred to in the tender and shall be fully responsible for the execution of surveys as per the plan that will be provided by the Company. The data acquisition system to be deployed by the bidder should have the following broad specifications:
a) Latest Seismic data acquisition systems with 24 bit delta-sigma technology i.e. SN408, SN428, I/O Image, Aram Aries or equivalent along with all the facilities required for seismic data acquisition using Dynamite as source.

b) Capable of recording minimum 320 channels per shot with 2 ms sampling interval for 2-D Survey.

c) Dynamite source and other suitable equipments & accessories for deployment in undulated terrain covered with forest & undergrowth and river /lake/ swamps at places in Block "SHAKTHI-II" in Gabon (Fig. 1).

2.6 Company reserves the option of awarding up to 25% of additional data acquisition work in the similar areas to the successful bidder, on mutually agreed rates not higher than the original contract rates.

3.0 Brief Geology of the Area:

The regional geology of the Interior Sub-basin of Gabon is controlled by the Pre- Cambrian metamorphic Basement which comprises the Archaean Congo Craton, and the surrounding West Congolian Pan-African Shear Zone (Fig. 2). The predominant structural fabric in the Pan-African basement is generally northwest - southeast trending and considered to have influenced by rift fault distribution/failed rift.

Continental derived fluvial sediments of Permian to Jurassic age overlit unconformably on basement and Continental rifting between infill remnant basement topography. These late Paleozoic - early Mesozoic sediments and Pre-Cambrian basement constitute the pre- rift section observed in the Interior Sub Basin.

Continental rifting between Gabon and its conjugate Brazilian margin took place in the early Cretaceous (Berriasian - Hautervian) and formed the Interior Sub Basin. This rifting formed a fault controlled asymmetric rift basin with locally controlled horst and graben structures which quickly developed into a deep anoxic lake.

Initial syn-rift sedimentation in the early Cretaceous consists of basal sandstone (N'Dombo Formation) which is of continental / fluvial nature. As the lake system further developed generally muddy lacustrine turbidite (Kango, Remboue and NToum Formations) filled the basin. Within this turbiditic system some localised sandy channel and fan systems were developed (Forou Plage Formation). Lack of seismic evidence for syn-rift growth structures suggests that the basin was partially sediment starved during its initial phase possibly due to rift flank uplift deflecting drainage systems away from the graben.

Thermally induced subsidence continued during the Aptian to create accommodation space and post-rift sedimentation continued with the continental fluvial Gamba Formation filling the basin. The Ezanga evaporites were formed later in a more restricted environment.
The main structural features observed in the Interior Sub Basin are the Lambarene Horst, and the Axial Fault. The Lambarene Horst is a Pre-Cambrian horst block which forms the western margin of the basin. Syn-rift and post-rift sequences are seen thinning out across a terraced margin to this horst and form potential hydrocarbon traps. The Axial Fault trends northwest-southeast and runs for approximately 200km through the centre of the basin. It is a southwestwardly dipping extensional fault which exhibits Syn-sedimentary growth in the hanging wall. Along the strike, there is a seismic evidence of inversion anticlines showing that this fault has been partially inverted in places leading to a number of potential hydrocarbon traps.

4.0 Objectives of the Survey:
4.1 A total of 1200 GLKM of 80 fold 2D seismic data is planned to be acquired using Dynamite as source in the Block "SHAKTHI-II" on inland rift basin, southeast of Libreville, Gabon.

4.2 The objectives of survey in the areas are to delineate structures, faults, fault closures and stratigraphic traps within Eocene, Lower Cretaceous, Paleozoic levels/age. The existing seismic sections indicate the primary objectives at around 200-2200 msec. two way time with the depth around 200-3200 m within the block.

4.3 The existing seismic data in the block/adjacent areas indicate maximum dip of the order of 10 degree with apparent frequency content around 12 to 80 Hz.

5.0 Fixing of Reference Points/Bench marks:
5.1 Before starting the survey in the proposed block, the successful Bidder shall establish a network of positioning control points-Reference points/Bench marks using Differential Global Positioning System (DGPS). The Bidder shall fix a minimum number of 200 (Two hundred) Reference points/Bench marks, at different locations in the Exploration block, using the Differential Global Positioning System (DGPS) with L1 and L2 modes.

5.2 The successful bidder may have to fix additional Reference points/Bench marks, at its own cost, required for obtaining sufficient control stations so as to ensure that no Seismic line point is more than 10 km away from the nearest control station.

5.3 For all the reference points mentioned in 5.1 and 5.2 above, pillars need to be fixed in such a way that they serve as permanent Bench marks with proper engravings. Station descriptions should be inscribed showing station data, location of station and the coordinates etc. The Reference point markers must be constructed with the concrete base 30 x 30 x 80 cm with concrete flush to the ground and with a copper or brass survey marker disk in the center. The disk will have a center mark and a number inscription as advised by the Company. A 6 cm diameter steel pipe, one meter above the ground,
with station descriptions as detailed above, will be placed in concrete next to the marker.

5.4 Bidder shall submit a report covering the GPS control survey work to OIL immediately after completion of observations. The report must include, but not limited to,

i. Description of survey including method, equipment, chronological record of events, existing master station(s) used in the survey, survey history of master station, survey network observed.

ii. Detailed account of final processing including software package, Confirmation of all geodetic parameters used during processing including a detailed account and work example of how the transformation to local datum was made & final results obtained.

iii. A detailed accurate description of each GPS control point (Reference Points/Bench marks) showing its location and approach diagram for locating the same in future, the date of fixture, monument description, a digital photograph, co-ordinates of these points, geodetic parameters, name of local datum, survey team etc.

6.0 Method of Work:

(I) Equipment & Parameters

6.1 2-D Seismic survey is to be carried out by using Latest data acquisition system with 24-bit delta-sigma technology i.e. **SN408, SN428, I/O Image, Aram Aries or equivalent with Dynamite as source in the block.**

6.2 The data should be recorded on **3592 cartridge** (of IBM standard) tape drive in SEGD format with sampling rate of 2 ms.

6.3 The bidder shall use the following field acquisition parameters for the Seismic survey work:

<table>
<thead>
<tr>
<th>Numbers of Channels / Shots</th>
<th>320</th>
</tr>
</thead>
<tbody>
<tr>
<td>Sampling rate</td>
<td>2 ms</td>
</tr>
<tr>
<td>Record length</td>
<td>5 sec.</td>
</tr>
<tr>
<td>Group Interval</td>
<td>20 meters</td>
</tr>
<tr>
<td>No. of geophones/hydrophones per group</td>
<td>12</td>
</tr>
<tr>
<td>Shooting pattern</td>
<td>split spread</td>
</tr>
<tr>
<td>Foldage of data</td>
<td>80 fold</td>
</tr>
</tbody>
</table>
6.4 The above indicated Shot hole depth of 10 meters is in case of a single hole. If single hole is not possible due to subsurface conditions, alternatives shall be discussed and approved by the representatives of OIL INDIA LTD (OIL) after carrying out necessary experimental shooting.

6.5 The above mentioned acquisition parameters indicate the optimum requirement of the Company. The Bidder shall carry out necessary experimental work to determine optimum parameters, viz. No. of geophones/hydrophones per group, Geophone array pattern etc. before commencing seismic data acquisition work. The work in each area will only start once Company is satisfied with the parameters and intimates the Bidder about the same in writing.

6.6 The Bidder shall carry out shallow refraction survey at every 2 km interval on each line. The Bidder shall also carry out Up-hole survey (60 m hole depth) at every 4 km interval along the seismic survey lines including line intersections. However, the locations/pattern for the Shallow Refraction and Up-hole survey shall be either provided by OIL or discussed and approved by the OIL representative. The Bidder shall submit the results in graphic as well as in tabular form (softcopy & hardcopy form, 2 copies each).

6.7 Three (3) Client representatives will be associated with the acquisition work at all stages and bidder shall ensure simultaneous transfer of relevant technical knowledge and skill to the representatives.

(II) Surveying:

(a) General

6.8 Bidder shall carry out topographical and positioning surveys in accordance with generally accepted International survey principles and good professional standards. They must ensure that line clearing camp establishment and other activities having an impact on the local environment are performed within the environmental guidelines stipulated by the National Environmental Authority, Gabon.

<table>
<thead>
<tr>
<th>Source</th>
<th>Dynamite</th>
</tr>
</thead>
<tbody>
<tr>
<td>Charge Size</td>
<td>2 kg per shot hole</td>
</tr>
<tr>
<td>Shot point interval</td>
<td>40 meters</td>
</tr>
<tr>
<td>Shot hole depth for Dynamite shooting</td>
<td>10 meters</td>
</tr>
<tr>
<td>Geophone/Hydrophone Array Pattern</td>
<td>Linear along the seismic line</td>
</tr>
</tbody>
</table>
6.9 Bidder must ensure that the topographical and positioning Survey results are within the specified position accuracy and contain no ambiguities. Bidder shall ensure that positioning data and maps, submitted to OIL, are correctly referenced and are compatible with OIL standard formats for data processing & mapping and provide access maps signage to facilitate logistical efficiency for all operations.

(b) **Equipment**

6.10 All the surveying equipment should be in good condition, **not older than 3 years on bid closing date** and shall comprise, but not limited to, the followings:

i. Differential GPS equipment (DGPS) & receivers with data logger/controller

ii. Real Time Kinematics GPS system (RTK GPS) including all computation software

iii. Total stations with inbuilt EDM and data logging.

iv. Hand-held GPS and any other equipment e.g. VHF repeater stations

v. PC's with suitable hardware, software & I/O devices

vi. Adequate accessories, consumables and sufficient spares for all equipment

(c) **Survey Control**

6.11 If available, OIL will provide coordinates of national geodetic survey control, existing satellite survey control, well locations and permanent markers of previous seismic surveys in the area of operations. If available, OIL will also supply base maps or coordinates for existing seismic lines.

6.12 Before starting the project, the bidder shall recover existing geodetic network survey control. Bidder shall tie the 2D seismic project into the geodetic network survey control, all other seismic surveys, and all wells, unless otherwise agreed by OIL.

6.13 Bidder shall establish a network of positioning control points (Reference points/Bench marks) for the survey using DGPS methods. The survey origin or datum point for the GPS control network shall be specified by OIL.

6.14 In the event that no such point or points is conveniently available, the bidder will be required to establish two points within the survey area by static GPS observations on the points over 36 hours and processing the data in conjunction with data obtained over the internet from the nearest two to three International GPS Service (IGS), GPS tracing stations. The proposed locations of the GPS control points shall be approved by OIL prior to line surveying operations commencing as the surveying of the seismic line network proceeds.

6.15 The GPS control point sites ultimately chosen and approved shall be in suitably cleared spaces to allow a clear, unobstructed view of the sky for good
satellite signal reception. Together the GPS control stations selected should form a well-conditioned network. These GPS monuments will provide the surveying control in all three dimensions for entire survey and for subsequent operations.

6.16 All GPS control stations should be marked by sufficiently stable steel and concrete monuments, the design of which is detailed in Clause 5.0 Fixing of Reference Points/Bench marks.

6.17 It is expected that additional control points shall need to be established in the operational area. Sufficient survey control stations are to be used/established so that no seismic line point shall be more than ten kilometers from the nearest control station.

(d) Topographic Surveying Operations

6.18 OIL must approve all line surveying procedures and will specify or must approve all line numbering procedures.

6.19 The method of Line surveying shall be selected according to the nature of the terrain and shall be either by conventional land surveying methods i.e. Total station traverse or by dynamic Real Time Kinematics Global Positioning System (RTK GPS) methods.

6.20 At no point shall a line deviate more than 50 meters from planned line nor a change of a line direction of more than 5 degree without prior consultation with OIL. The vertical accuracy of all sources and receiver stations shall be within +/- 2m. The survey tolerance has to be checked, agreed upon and approved by Company prior to commencement of shooting of each profile. Any resurvey work, if required, will be carried out at Bidder's own cost.

6.21 If the horizontal position of Shot point (SP) or final receiver points (RP) differ from that determined by the initial line survey by more than 5 m in position and/or 2 m in elevation during 2D seismic surveys, the position of SP, RP must be accurately determined by re-survey and co-ordinates must be revised prior to submitting the positioning data to company.

6.22 During the survey the bidder shall keep a 1:50,000 base map of the operational area up to date indicating the GPS control points, permanent markers surveyed & established the main topographical features and access routes etc.

6.23 To minimize environmental damage and to facilitate general travel within the operational area, the survey crew must prepare accurate line drawings showing access, terrain characteristics, villages, rivers, streams, tracks, line crossings, existing survey control, permanent mark locations on lines etc.
6.24 Line sketches must be prepared at a suitable scale and must be available prior to the commencement of recording operations on the line. Line sketches must indicate the North direction.

(e) **Permanent Marks**

6.25 Permanent Marks other than survey control and reference stations shall be placed at the beginning and end of each line, every line crossing and at every 10 Kms. They shall consist of 1.5 m galvanized iron pipe, 5 centimeters in diameter, with the number clearly welded at the top in characters 5 centimeters high, buried to a depth of one meter and set in concrete mixed with cement at each permanent mark. The pipe should protrude 0.5 meters above the ground level. The permanent mark shall be painted red with its welded number outlined in white paint. The Permanent Mark shall have 30 centimeter cross bars at the bottom to prevent it from being pulled out/displaced.

6.26 Bidder shall be responsible for fabrication and construction of these Permanent Marks and for ensuring that duplicate and missing bench mark numbers do not occur. Permanent Marks at these locations shall be constructed at Bidder's expense. However, OIL may require Bidder to place Permanent Marks at additional locations in which case bidder shall be reimbursed at the rates agreed. Bidder is requested to quote the competitive price for those additional permanent marks per number as an additional item.

6.27 Permanent Marks shall be numbered consecutively according to a convention agreed beforehand between OIL and Bidder. Permanent Mark diagrams, indexed by line number and showing the final co-ordinates, elevation, nearest shot-points including distances to them, topographic features, photographs and other information useful in recovery shall be included in the final report.

(f) **Submission of Positioning Data, Maps and Reports**

6.28 Bidder shall submit copies of land surveying data, including but not limited to maps, CDs and diagrams on a regular, daily, weekly and monthly basis and on specific request by OIL.

(g) **Survey Report:**

6.29 Bidder shall submit (4 hard copies) to Company within 30 days of completion of survey containing a detailed description of all surveying activities. This final report will cover survey method, contain recommendations for future survey, accuracy of former surveys tied to, and describe access/obstructions, and methodology. The report shall also highlight the relevant survey information, such as main factors which may have influenced the accuracy and/or the economy of the survey.

The survey report should include, but not limited to:
i. Details of all survey equipment used during the survey including make, serial numbers etc.

ii. Details of the calibration method and results for each set of survey equipment

iii. A general account of how the control and line surveying was performed, both technically and logistically.

iv. A detailed account of how the control survey was adjusted, how the line surveying was tied to the GPS network and which points were used to control the survey co-ordinates.

v. A list of all sun observations taken for azimuth control.

vi. A listing of all control point stations emplaced during the survey. This should include station descriptions with survey history, geodetic datum, geographic and UTM coordinates, elevations, GPS antenna heights, photographs, access diagram and description and also a statement of their estimated accuracy. The final coordinates shall be sorted in sequence, starting with the lowest point number, without duplicate points or points without coordinates, for control stations and permanent markers established by the Bidder.

vii. An appendix containing all the control point station descriptions.

viii. A list of co-ordinates established by the survey of other significant points such as wells, old survey or permanent markers, oil seeps etc.

ix. Brief description of the processing method

x. A chronological log of the main surveying and positioning activities.

xi. Names of all surveying personnel involved in the work.

xii. A brief of problems encountered during the line and GPS surveys including periods of instability, equipment failure, poor coverage, or malfunction for other reasons, re-shootings, and major mistakes in the land survey, resurveys, and recommendations for future surveys etc.

(h) Data Requirements

6.30 Control survey coordinates and elevation data shall be available prior to setting out operations in a given area. Control survey data is to be dispatched to OIL immediately on completion in formats agreed upon with Company.

6.31 Final source and receiver coordinates and elevation values should be presented in SPS format or other formats agreed upon with OIL. Data submissions should be made on a line by line basis depending on the dispatch of the seismic acquisition data and shall include all relevant positioning information (4 Copies).
6.32 Bidder shall also submit the following data to OIL within 30 days of completion of survey:

   i. All raw land survey field observations data on CD with each CD appropriately labeled. Each CD should be accompanied with a hard copy printout of its contents and header information (4 Copies).
   ii. Coordinates listings of all Control Stations, Permanent Markers, Wells, Up-holes and offsets should be presented both in softcopy in the formats agreed upon with Company & hardcopy form (4 Copies).
   iii. Line Intersection Diagrams should be presented in either Microsoft Word or Excel Format (4 Copies).

(i) Maps:

6.33 Contractor shall submit to Company the following maps plotted on paper & in softcopy form within 15 days of the completion of survey:

   i. Shot point location maps in 3 scales (4 sets on paper & 4 softcopy form) decided by OIL within the survey area covered by the new seismic lines.
   ii. Survey marker location map in 3 scales decided by Company showing all new control points and permanent markers established during the survey, all found and resurveyed old survey markers, and all reference and relay stations used for DGPS surveying operations.

All maps produced shall show, but not limited to, the following:

   i. Both the UTM and geographic graticule.
   ii. Shot-points at specified frequencies.
   iii. Line numbers clearly marked on each map
   iv. A block showing the name of the company, name of the Contractor, the name of the block, the actual map title, the date of the Work and the date of the drawing.
   v. A map scale ratio and bar scale in kilo-meters.
   vi. The type of grid projection, ellipsoid parameters, and geodetic and vertical datum.
   vii. A statement of whether the map is FINAL or PROVISIONAL.
   viii. An index sketch showing the survey area in relation to National boundaries, the topography and adjacent blocks.

6.34 All of the above maps shall be kept updated on a daily basis. Bidder shall submit transparency copies of the above maps to OIL at any time throughout the survey on request.
(III) **Seismic Data Acquisition:**

a. Instrumentation.

6.35 Prior to mobilization, the bidder shall ensure that the recording system is loaded with the most recent reliable system software available. Unless needed to replace major system error/defect, the Bidder will not replace the system software during the Survey.

6.36 Prior to the commencement of recording, the bidder shall perform a comprehensive manufacturer’s recommended tests on recording equipment and all geophones for the survey and provide the results both in soft and hard copy form to the OIL Representative. Work may not begin until the OIL Representative has had the opportunity to review said tests and has authorized commencement of the Work. Authorization for work commencement will be given when tests are within manufacturer’s specifications.

6.37 Daily and monthly tests as recommended by the manufacturer are to be recorded on tape and certified by OIL Representative to ensure that the equipment is operating within manufacturer’s specifications.

6.38 The bidder shall ensure that a fully qualified experienced instrument engineer will be present in the field during acceptance testing and recording start-up.

6.39 In the event of major recording instrument failure, a complete instrument test will be run and operations shall not resume until tests are approved by OIL Representative.

6.40 A cyclic test rotation schedule is to be implemented for all geophone strings from the start of operations. If at any time more than 5% of the geophone strings in any sampling are defective, recording shall cease and all geophone strings must be tested and defective strings shall be replaced.

b. **Shot hole Drilling & Dynamite Loading:**

6.41 All shot/source points are to be drilled at surveyed locations. If for any reason it is not possible to occupy the pre-planned location, offset location will be required, unless directed otherwise by OIL Representative. All offset locations must be staked by the surveyors.

6.42 The holes must be drilled vertically, regardless of the slope of the ground.

6.43 The charge loader shall first check that the depth of the hole meets the specified depth, using loading poles. If necessary, after drilling, shot/source points should be protected from caving by PVC pipes of a diameter greater than a made up explosive charge (for example, the pipe size shall be such that charge loading is trouble-free). The bottom section of PVC should be plugged,
and each section firmly coupled together. These pipes should be of known length and should be inserted into the hole without using undue force that would fracture the pipe.

6.44 PVC pipe, if used, should be carefully removed only if the hole depth is satisfactory. If hole depth is not satisfactory, the pipe should be left in a raised position, but still in the hole, thus signaling that remedial work is needed.

6.45 If the hole depth is as per specifications, bidder shall first carefully check that the cap(s) are good using a shooters galvanometer, before insertion into charge. Cap(s) will be inserted into the top of the charge, and secure the cap leads by wrapping them around the explosive.

6.46 At least one fully equipped drilling crew should be available to support any re-drilling which becomes necessary during the source point loading process.

6.47 All drilling crew foremen are responsible for QC of source point quality and depth. All substandard shot points will be re-drilled. Preloading foremen are to sign off on all shot points as correctly loaded and cross check against total explosives used during the day.

6.48 After each source point is detonated, shooting crew should verify that each source point has detonated. In the event of an unexploded shot, additional attempts should be made to detonate the charge. These attempts should be logged in the observer reports.

6.49 If detonation still has not occurred then the hole must be flagged as a misfire and the appropriate actions taken. The observer will log the misfire in the observer logs. The shooting crew will pull all cap-wires immediately. A listing of misfires should be given by the bidder to HSE department on a daily basis and should do the needful with accepted practices and Applicable Laws of the Gabonese Government.

6.50 A summary report (with photographs and coordinates of all misfires) must be provided to the Company prior to demobilization from the Work Area, and the list is to be included in operation final report.

6.51 All shot points shall be plugged after detonation in accordance with accepted practices and Applicable Laws to prevent subsidence.

c. Explosives and Detonators

6.52 The Bidder shall be responsible for Procuring, Storing, Transporting and Keeping a Record of Explosives and Detonators used for the purpose of data acquisition.

6.53 The explosives and detonators used shall be especially made for Seismic Data Acquisition (GEOSMART: seismic explosive in cartridges of couplable
plastic tube which can be joined to each other; velocity of detonation-6200m/sec or equivalent. Detonator: DAVEYDET SR Aluminium tube, copper wire 7/10 on spool or equivalent).

6.54 The charge size must be tested before using for its sufficient energy output to fulfill the objectives of the survey.

6.55 Explosives must be within their ‘shelf life’ as specified by the manufacturer.

6.56 Detonators must be within their ‘shelf life’ as specified by the manufacturer.

6.57 Contractor’s procedures i.e. Storing, Transporting, Handling, Packing, Loading, Tamping, Protecting, Using, Safety, Disposal, Record Keeping regarding explosives shall be consistent with recommendations of the IME (Institute of Makers of Explosives).

6.58 Contractor’s procedures i.e. Storing, Transporting, Handling, Packing, Loading, Tamping, Protecting, Using, Safety, Disposal, Record Keeping regarding explosives shall be consistent with recommendations of the Laws of Gabon.

6.59 In case of the contradictions of recommendations between IME (Institute of Makers of Explosives) and the Laws of Gabon of above mentioned procedures regarding explosives, the Law of Gabon should supersede.

d. **Recording Spread.**

6.60 Geophones having natural frequency 10 Hz (SM-4 or equivalent) with long spikes for planting in the area shall be used. Geophone string performances are to be tested before start of work and also as the geophones are rolled to the forward spread. Array interconnections are to be tested using a resistance meter.

6.61 Cables are to be tested through the recording system for damage, open or reversed pairs, or excessive leakage.

6.62 Geophone strings which have bad connectors, breaks in lead wire, cracked cases, broken or missing spikes must be removed from service. Repaired strings will be completely retested before being returned to operation.

6.63 The position of the center of each geophone array must be marked by the surveyors.

6.64 The geophone must be tightly coupled to the ground. This is the single most important aspect of geophone layout. In difficult ground, it may be necessary for the geophone to have some tilt, up to a maximum of five degrees
from the vertical, in order to be tightly coupled; otherwise, all geophones should be planted vertically.

6.65 All cables and receiver stations which cross roadways or access routes should be protected and prominently flagged. Where recording crosses large roadways with fast moving traffic, extensive signage and, if necessary, flagmen should be deployed near the recording patch to minimize noise.

6.66 The exact receiver array is dependent on field tests/ studies but it is planned to lay the geophones in various arrays constructed from one, two or three strings of 12 geophones each.

e. **Bulldozer work:**

6.67 Prior to covering the seismic lines, if required, the bidder shall ensure running of Bulldozers to provide access and get the lines clear of any obstruction including clearing the old forest tracks.

6.68 The bidder shall ensure that Bulldozer crews must be in possession of all necessary consents, permits and letters of approval. All Bulldozer crews shall be equipped with a VHF radio.

f. **Observer’s Log:**

6.69 Detailed digital observers logs will be kept by the recording crew. Sufficient area information will be kept on each page of the observer sheet to allow for unambiguous identification of the data.

   The "Front Sheet" will contain, but not limited to the following:

   i. Area information, line number, first and last SP number, first and last file number.
   ii. Geophone array Diagram
   iii. Source Array Diagram
   iv. Instruments, type, auxiliary channels and assignments, pre-amp gain, filter settings, sample rate, record length, tape format, polarity convention etc

The detailed "File Log" shall contain, but not limited to the following:

i. List of every file on tape with its corresponding SP Number indicating tape change file number.  
ii. For each file the Observer must note dummy files, polarity errors, noisy/dead traces and any problems encountered.  
iii. First & last Channels, their corresponding receiver positions on ground, recorded against which shot point, corresponding file nos.
7.0 **Period of Contract:**

7.1 The seismic data acquisition phase under this Contract is planned to commence tentatively from **March/April 2015**. The period of contract for 1200 GLKM of 80 fold 2-D data acquisition and submission of reports with relevant maps shall be maximum eighteen (18) months excluding mobilization and demobilization period in the block.

7.2 The period of contract referred to in Para 7.1 above is inclusive of national holidays, experimental work days, camp shift days, stand-by days, bad weather days and production loss due to equipment failure or any other reasons under bidder's control. Entire acquisition work needs to be completed in a period of 18 months.

8.0 **Personnel and Equipment:**

8.1 The Bidder shall supply all personnel, equipment and facilities necessary for the successful completion of the work and fulfillment of the given production guarantee. However, minimum requirement of personnel and equipment are listed vide Annexure - I & II.

9.0 **Start of Work:**

9.1 The Bidder must complete mobilization and commence work within maximum period of 90 days from issue of LOI (para 2.0 under Section-III). Company prefers that the Bidder will mobilize all the survey equipment in 60 days from the date of issue of LOI, so that the initial survey work can start at an early date. This will help the bidder to commence production shooting immediately after the entire mobilization is completed in maximum 90 days.

10.0 **Experimental Work:**

10.1 All necessary experimental work and other tests to determine optimum field parameters shall be performed prior to commencement of seismic data acquisition in the areas. The tests shall be carried out as per the International practice in the Seismic Industry.

10.2 The bidder shall provide at their own cost representative/expert (approved by OIL) for consultation in Gabon, at acquisition site during experimental stage at the beginning of the work and later during the course of work as and when required. The parameter testing should be comprehensive for entire acquisition work with adequate QC checks.

11.0 **Data / Cartridge Liability:**

11.1 Bidder shall be solely responsible for quality, loss or damage due to any reason including fire, theft, etc. of any documents / cartridge and other important documents CDs/ Hard Drives pertaining to the contract while in their custody or control. In the event of such loss, the Bidder shall be responsible to redress / re-record the loss entirely at its own cost. However
the decision on the modalities to re-record / redress such losses shall be entirely at the discretion of OIL. The Bidder shall use original, high quality, high durability; error free 3592 (of IBM standard) recording cartridges with zero write-skip error, zero read error and zero write error. Each and every cartridge is to be 100% tested to ensure error free performance at specified recording density.

12.0 **Deliverables and Schedule of Performance:**

**Seismic Data Acquisition**

12.1 Bidder shall maintain all their equipment in perfect working condition and submit to OIL daily, weekly and monthly reports of the performance of the equipment/ field status. The Bidder shall have the facility to process, generate and provide performance report of the equipment at site. If the OIL’s authorized representative is not satisfied with the report submitted and performance of the equipment, the Bidder shall suspend the operations till the OIL’s representative is satisfied with the performance of the equipment. No payment shall accrue to the Bidder during the period the work is suspended as aforesaid.

12.2 Bidder shall submit a detailed report on selection of the field parameters within 48 hours of the completion of the experimental work. OIL will give its views within 48 hours of the receipt of the report on experimental shooting. The seismic production shooting will not start unless the Company is satisfied with the results of experimental work.

12.3 Bidder shall submit to OIL a weekly report on data quality control of the jobs undertaken during acquisition. Bidder will have to carry out preliminary processing of the data for quality control purpose and submit weekly report on data quality to the Company. If OIL representative finds that the quality of the data is not in accordance with the stipulation in the agreement then, he/she may instruct the Bidder for reshooting. Such re-shooting cost would be entirely to the Bidder’s account.

12.4 Every day, before the start of the work, Bidder will provide necessary plots, data of foldage diagram, etc. to OIL representative resulting from previous day’s shooting. The Company representative must be satisfied with the action taken in case of anomalies. The production shooting for the day will only start after OIL representative is satisfied with these results.

12.5 Apart from above, Bidder shall submit:

i) **Daily report consisting of:**

- daily survey progress
- daily field test reports
- recording progress
- daily quality control reports
- daily LVL/ up-hole survey progress
• daily drilling reports, when explosive to be used as source

ii) **Weekly report consisting of:**

• weekly progress of survey (with line sketch) & recording
• progress of LVL/ up-hole surveys & analysis
• quality control including stacks generated
• summary of data transmitted to Company
• summary of Health, Safety & Environment related status and actions taken/ to be taken

iii) **Monthly report consisting of:**

• monthly progress of survey (with line sketch) & recording
• progress of LVL/ up-hole surveys & analysis
• quality control report and seismologists report
• intersection information with survey
• number of permanent reference points/ pillars fixed with details of coordinates, sketch of location with cultural information
• summary of Health, Safety & Environment related status and actions taken / to be taken
• list of visitors
• list of personnel, equipment

12.6 Bidder shall submit/deliver the following data (4 copies of the entire data set) to the authorized OIL's representative at OIL INDIA LIMITED office, Libreville, Gabon within 10 days of completion / termination of recording of each line.

• Seismic data cartridges of each line (6 copies of the data; 2 copies in new 3592 tapes & 4 copies in new USB Hard drives).
• Observer’s reports with shot-receiver geometry, skip, recovery shots, edits, recording parameters, Refraction and Up-hole profiles and Statics information in internationally acceptable formats. Observer reports must also include hole depths, uphole times, charge used, ITB/misfires details etc. (4 copies: 2 copies in new CDs/DVDs & 2 copies in new USB Hard drives)
• Replacement Velocity and Statics profile for the entire area as well as the integrated profile (Replacement Velocity and Statics) incorporating the old data (Replacement velocity and Statics) supplied by OIL. (4 copies: 2 copies in new CDs/DVDs & 2 copies in new USB Hard drives).
• Survey data in UKOOA, ASCII format; base maps, coverage map, map showing location of Up-hole and refraction profiles; (4 copies: 2 copies in new CDs/DVDs & 2 copies in new USB Hard drives).
- Brute stack of the line in digital form (SEG Y as well as PDF) including quality control and seismologist report (4 copies: 2 copies in new CDs/DVDs & 2 copies in new USB Hard drives).

12.7 Bidder shall submit a final report (4 hard copies & 4 soft copies) on 2D Seismic Data acquisition covering the entire operation within 30 days of the completion of work which must include but not limited to:

- Review of geophysical objectives and success of the project in meeting the objectives including the data quality
- Information on Mob, De-mob of equipment & personnel
- Detailed field experiment of shooting procedure and results
- Sample field record, up-hole plots, refraction profiles analysis and processed section
- The characteristics of the recording system, documenting the complete acquisition parameters for each line
- Base map in PDF format
- Map showing location of up-hole, refraction profiles
- Data quality
- Operational summary including total survey, logistics etc.
- Recommendations, if any

12.8 The Bidder shall arrange the location maps in paper form in three scales (4 sets in each), as decided by OIL within 15 days after completing the entire project. However, the Bidder shall from time to time update the base maps with the progress of the survey and the same shall be made available to OIL as and when required. The Bidder must also provide digitized base map (4 sets in each scale) with information of shot-points, trace points, reference points, logistics etc. in proper and internationally accepted format, within the time frame specified in this paragraph.

13.0 **Quality of Work:**

13.1 Bidder shall carry out the services (2D data acquisition) in a fully professional manner and warrant that the information produced shall be of a quality acceptable to OIL. Should the information produced be of a quality not acceptable to the Company, the Bidder will undertake to re-perform that part of the services causing dissatisfaction at their own expense. OIL’s standard for the performance shall be the one accepted by the international standard of the Geophysical Industry.

13.2 OIL reserves the right, before commencement of data acquisition, to inspect and approve Bidder’s equipment after it is completely assembled and ready for work.

13.3 Company also reserves its rights to inspect the Bidder’s equipment at any time during operation. Any equipment found defective shall be replaced.
within the shortest possible time without disruption of the work assigned under the contract. No extension will be granted to the contract on these grounds. Any equipment found defective for more than two times during the tenure of the contract will be replaced by the Bidder forthwith at their own cost. The time of replacement shall not be more than two weeks from the date the equipment is found defective second time during the period of the contract. No payment will be made, if operations are suspended on non-availability of equipment.

14.0 Bad Records:
14.1. The field records with the following will be considered as bad records:

- Records containing three or more consecutive noisy / dead trace
- Record with sync error
- Record with parity error(s)
- Record with appreciable cross-feed, leakage and spread noise
- Record with unacceptable signal to noise ratio, due to poor loading of charge or improper depth

14.2 Records defined in para 14.1 herein above shall be considered as bad records and the Bidder shall re-record such bad records at their own cost.

15.0 Equipment Test and Calibration:
15.1 A set of daily tests for equipment and status of cables and geophones shall be performed and recorded on tapes before the start of daily operation to the satisfaction of OIL's Representative.

15.2 A set of standard tests shall be run prior to the commencement of recording and also at fortnightly/ monthly intervals. These tests shall be evaluated and result of the same should be given to the OIL's representative within 24 hrs. of the tests carried out.

15.3 Calibration of all the systems is the Bidder's responsibility. Calibration shall be carried out at the start of seismic survey and also frequent checks on calibration should be made as and when required. Documentary evidence of the calibrations shall be made available to the OIL's representative.

15.4. Polarity checks and geophone response shall be carried out regularly to the satisfaction of OIL's representative.

15.5 The bidder shall arrange all the monitoring devices/ equipment required to check the performance of seismic recording unit and all other accessories including cables and geophones on a regular basis (preferably every fortnight).

16.0 Environmental Guidelines, Safety and Medical Plan:
(A) Environmental Guidelines:
The Bidder shall submit an Environmental and Emergency Response Plan with the bid. The implementation of such plan will form part of the conditions of the Contract. The Bidder shall be responsible for complying with all Environmental regulations and procedures of Gabon. The Environmental and Emergency Response Plan will cover, but not limited to the following items:

i. Bidder’s Corporate Environment Policy
ii. Environmental Management
iii. Line Responsibilities
iv. Field Monitoring
v. Audits
vi. Training
vii. Operational guidelines
viii. Seismic source impact monitoring
ix. Antiquities in the survey area
x. Base camp
xi. Sewage and waste disposal
xii. Hazardous materials
xiii. Fuel replenishment
xiv. Fuel storage
xv. Fuel withdrawal from storage systems
xvi. Environmental Emergency Response Plan
xvii. Reporting

All work under this Contract shall be performed in compliance with the HSE Requirements of Gabon. Any environmental guidelines for seismic exploration surveys issued by the environmental authority or Governmental Entity of Gabon, and designed to minimize environmental impact of seismic survey activities in the region, should be adhered to. A copy should be available with the Crew.

Irrespective of whether or not such guidelines exist the following preventative measures must be followed by the Crew(s) to ensure that survey operations are performed with continuous attention to good environmental practice.

**General Measures**

Seismic lines, camps etc. shall be located in areas to avoid the cutting of trees, mangroves and the protective vegetation in riverbeds or water springs especially within areas that have been declared as forest reserves/National Park/Sanctuary.

- Camps must not obstruct surface drainage. The campsites must be restored, through forestation, to a state where they will return to their original state of vegetation. There should
be no collection and capture of flora and fauna for any purposes.

- There should be no collection of archaeological material. Survey work should be in a manner to minimize disturbance of rural residential areas, cattle or other animals in the area.
- No garbage or other non-Biodegradable waste, such as oil, plastic bags and bottles, cans, glass bottles, etc. or any other form of debris should be allowed to litter worksites, work areas, camp sites and staging areas and seismic lines.
- The construction of camps and fixing of shot points in critical zones such as human settlement, fauna reproduction sites, mangroves, rivers, estuaries, lagoons, water springs swamps and archaeological sites, must be avoided.
- The clearing of seismic lines for access must be in accordance with the local environmental guidelines. Line Clearing Cutting crew(s) should avoid cutting trees.
- All road, train, and track intersections should be marked with adequate signage such as to allow crews to efficiently reach their areas of work with minimum of travel time. Additionally, any installations/features in the vicinity of a line, which might be a source of noise while recording, must be noted, marked on the line sketches, and communicated to the recording crew to allow them to take these obstacles into account.
- Bulldozer crews will be in possession of all necessary consents, permits and letters of approval from Appropriate Authorities. All Bulldozer crews will be equipped with a VHF radio, winch, jack-all, emergency provisions, and first aid kit.
- Prior to commencement of acquisition work/operations, the Survey crew will prepare detailed Line access diagrams, including the location of all shot point and access to these locations. Line sketches shall be produced from the Mapping system of the survey crew.

(B) Safety Plan:

The Bidder shall submit a Safety Plan with the bid; the implementation of which will form part of the conditions of the Contract. The Bidder shall comply with all safety procedures and training requirements. This safety plan will cover, but not limited to, the following items:

- Bidder’s Corporate Safety Policy
- Identification of Hazards
- Definition of line Responsibility for Safety
- Operational safety Transportation
- Minimum Vehicle Standards
- Land Operations, Alcohol and Drug Policy
- Medical and First Aid Policy
viii. Safety training; Safety auditing; Safety meetings; Safety drills
ix. Emergency procedures including Medivacs.

x. Reporting

Safety Statistics:

The Bidder should supply safety statistics relevant to the crew being offered for the work, covering the last 12 months. Any abbreviations used should be explained clearly to avoid confusion, and the basis for calculating man-hours exposure should be explained. These statistics should include, but not necessarily be limited to, Fatalities, Lost Time Accidents, Near Misses, Total Man-hours Exposure.

Incident / Accident Reporting

Reporting of all Near Misses, Environmental Incidents and Lost Time Accidents is mandatory. These reports should be analyzed on an ongoing basis with appropriate preventative actions being taken as necessary.

(C) Medical Facilities in the Survey Area

The following medical facilities shall be a minimum:

1. Clinic
   - Adequate space for a bed, doctor's desk/work space. Adequate storage for personnel records, medical equipment, medical supplies, medicines and literature/documentation.
   - Full complement of general medical equipment, supplies and medicines.
   - Air Conditioning
   - Emergency Lighting
   - Easy clean surfaces
   - Refrigerator
   - Water testing kit
   - Sink with hot and cold running water
   - Sterillising unit (UV or hot water)
   - Eye wash Station
   - Stretcher/Backboard *
   - Neck Brace *
   - Trauma Kit *
   - Fluid Infusion set (intravenous)*
   - Oxygen resuscitation kit *

2. Ambulance (Suitable for operating in the survey area)
• Adequate space for stretcher and Doctor in attendance with medical equipment.
• Air Conditioning
• SSB Communications and/or Satellite phone
• Lighting
• Stretcher/ backboard *
• Neck Brace
• Trauma kit *
• Oxygen resuscitation kit *
• Fluid Infusion set *

* Probably kept in clinic and only transferred to Ambulance when required, i.e. must be portable.

The Bidder shall provide details of the medical personnel and equipment it proposes to provide in the survey area/camps (Main camp & fly camp).

(D) **Applicable Standards:**

Bidder shall comply with all instructions and recommendations arising from any Environmental Study to be performed in the Contract Area prior to, or during, the Survey. Bidder shall also comply with the contents of the following documents (copies to be kept in camps):

• Safety Manual for Land Geophysical Operations (IAGC)
• IAGC's Environmental Guidelines for Worldwide Geophysical Operations
• E & P Forum Health and Safety Schedules for Land Geophysical Operations

**END OF SECTION IV**
SECTION V

SCHEDULE OF RATES (Part-A) / PRICE BID FORMAT (PART-B)

PART-A

DATA ACQUISITION

1.0 MOBILISATION CHARGES (M):

i. Mobilization charges shall be a lump sum charge for the entire crew and equipment and shall he paid once after completion of mobilization.

ii. Mobilization charges shall be inclusive of transportation and other costs for all spares/ consumables/ accessories and equipment.

iii. Mobilization charges will be payable only when all equipment and crew are positioned at the appointed site free of defects/ any encumbrances and duly certified by the OIL’s representative that the Bidder is in a position to undertake/ commence the work assigned under the contract.

iv. Mobilization charges shall cover all local and foreign costs of the Bidder to mobilize the equipment to the appointed site and should include all duties and other local and foreign taxes, port fees and inland transport to the appointed site.

v. Bidder is required to furnish details in relation to all equipment/spares/consumables/ any other material brought by the Bidder as per the format given in Annexure-III. The list of items should be comprehensive and should include all the materials required for completion of work.

2.0 CHARGE PER POINT OF REFERENCE POINT FIXING USING DGPS (DGPS)

i. The rate per point is to be quoted for the above.

ii. The charge per point should be all-inclusive.

3.0 RATES FOR EXPERIMENTAL SHOOTING, RATE PER DAY: (EX)

i. Experimental work rate of 2-D Survey per day (8 hrs per day actual working in field excluding travel time to and from camp)

ii. If the experimental work is done for a part of the day, payment will be done on pro-rata basis for hours certified by the OIL’s representative.
4.0 2D SEISMIC DATA ACQUISITION, DYNAMITE AS SOURCE, RATE PER GLKM (DYAQ)

i) The Bidder shall be paid the operating charges only based on the cost of every GROUND LINE KILOMETER (GLKM) of acceptable data acquired by the Bidder and provided to OIL in requisite form. Charges shall be payable only for GLKM covered. GLKM is defined as: “The continuous ground coverage in kilometer between the first and the last acceptable standard Shot-points along a line”.

However, for payment purpose a GLKM shall be considered as follows:

\[
GLKM = (TSP - (RSP + SSP)) \times SPI
\]

Where GLKM = Ground line kilometer

TSP = Total shot points

RSP = Number of rejected shot point(s)

SSP = Number of skipped shot point(s)

SPI = Shot point interval (in kilo meters) = 0.040

x = Multiplication sign

ii) All the 2D reflection 80 fold seismic data acquired and delivered to OIL shall be with complete observer reports, navigation data etc. required for processing the data.

iii) Seismic data acquisition explosives should include all the charges for the equipment/accessories, cost of fuel, spares, charges against crop/land/forest compensation and any other damages in the field, preventive maintenance, movement of on/off crews, consumables, to and fro transportation, LVL survey, up-hole survey, Data Processing minimum up to Brute-stack in the field for quality control purpose, Fixing of Permanent Pillars at every line crossing and at the beginning & end of line, messing, camp establishment/maintenance and repair of support infrastructure, shifting of camp, medical service for personnel, hiring of any support infrastructure, pegs, crossing etc and day-to-day operational requirement not specified hereof including income tax, and rift “other local taxes and fees which are the Bidders liability.”
5.0 STAND-BY CHARGE OF EQUIPMENT WITH CREW, RATE PER DAY (SBWC)

i) The above stand by charge of equipment with crew shall be applicable after the start of operations in case the Bidder needs to stop the operations after receiving written instructions from OIL on account of certain reasons such as bad weather conditions etc.

ii) The stand-by charge of equipment with crew will be all inclusive and will be paid on pro-rata basis for the number of production hours lost as certified by OIL’s representative.

6.0 FORCE-MAJEURE, RATE PER DAY (FM)

The above force majeure rate will be paid under force majeure conditions on pro-rata basis (Ref para 11.0 of Section-III).

7.0 DE-MOBILISATION CHARGES (DM), if any

i) The de-mobilization charges, if any, should be quoted as lump sum charges which will include all charges for de-mobilization of all equipment and crews with all supporting provisions from the camp where the survey concludes.

ii) The de-mobilization charge, if any, would be paid only after completion of de-mobilization at the end of the contract.

iii) OIL shall serve notice to Bidder to commence demobilization. Bidder will ensure that demobilization is completed within 60 days of notice from OIL.

iv) All charges connected with de-mobilization including all fees and taxes in relation thereto and insurance & freight on re-export of any equipment or material will be to Bidder's account.

***********************
1. The Bidder shall quote the rates as per the format given below:

<table>
<thead>
<tr>
<th>ITEM</th>
<th>UNIT</th>
<th>QUANTITY (1)</th>
<th>CURRENCY UNIT PRICE (2)</th>
<th>TOTAL PRICE (1) X (2)</th>
</tr>
</thead>
<tbody>
<tr>
<td>A. Mobilisation Charges For 2D Seismic crew (M)</td>
<td>Lump Sum</td>
<td>1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>B. Cost of fixing reference points using DGPS (DGPS)</td>
<td>Per Point</td>
<td>200 Points</td>
<td></td>
<td></td>
</tr>
<tr>
<td>C. Cost For Experimental Shooting for 2D Data (EX)</td>
<td>Per Day</td>
<td>10 Days</td>
<td></td>
<td></td>
</tr>
<tr>
<td>D. Cost of acquiring 80 fold 2D Seismic Data using Dynamite as Source including cost of explosives (2.0 kg per shot) and shot hole drilling (single hole of 10m per shot). (DYAQ)</td>
<td>Per GLK M</td>
<td>1200 GLKM</td>
<td></td>
<td></td>
</tr>
<tr>
<td>E. Stand-by charge for equipment with 2D crew (SBWC)</td>
<td>Per Day</td>
<td>15 Days</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>F.</strong> Force majeure charges for equipment with 2D crew (FM)</td>
<td>Per Day</td>
<td>15 Days</td>
<td></td>
<td></td>
</tr>
<tr>
<td>-------------</td>
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<td></td>
<td></td>
</tr>
<tr>
<td><strong>G.</strong> Demobilization charges for 2D acquisition crew, if any (DM)</td>
<td>Lump Sum</td>
<td>1</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Total Charges for Seismic Data Acquisition: A+B+C+D+E+F+G

**Notes:**

I. All the quantities shown above are for bid evaluation purpose only. The payment, however, shall be made for actual quantity of the work done.

II. The bidder shall be paid the operating charges only based on the cost of every GLKM of acceptable data acquired by the bidder and provided to OIL in requisite form.

**END OF SECTION V**
SECTION-VI

SPECIAL CONDITIONS OF CONTRACT

1.0 ASSOCIATION OF COMPANY’S PERSONNEL

1.1 Company’s geophysicists will be associated with the work throughout the operations. The Contractor shall execute the work of seismic data acquisition with professional competence and in an efficient and workman-like manner and provide OIL with a standard of work customarily provided by reputed geophysical contractors to major international oil companies in the petroleum industry.

1.2 The final field parameters will be decided with the prior approval of the OIL's representatives after conducting the field tests and test processing. Contractor shall not change any parameters without prior approval of OIL's representative.

2.0 PROVISION OF PERSONNEL AND FACILITIES:

2.1 The Contractor shall provide the key personnel as given in Annexure-I, for consultancy, quality control and data acquisition.

2.2 All the personnel mentioned in Annexure-I must have requisite experience in respective fields and should be fluent in English language. On Company’s request, Contractor shall remove and replace at his own expenses any of their personnel whose presence is considered undesirable in the opinion of the OIL.

2.3 The contractor shall be responsible for, and shall provide for all requirements of their personnel and of their sub-contractor, if any, including but not limited to their insurance, housing, medical services, messing, transportation (both air and land transportation), vacation, salaries and all amenities, termination payment and all immigration requirement and taxes, if any, payable at no extra charge to the OIL.

2.4 The contractor shall furnish the list of equipment with type, make, and year of manufacture with supporting documents along with their offer.

3.0 LABOUR

The recruitment of the labour shall be met as per prevailing laws of Gabon (necessary guideline/permission to be obtained by the contractor).
4.0 CONFIDENTIALITY OF INFORMATION

All information obtained by Contractor in conduct of operations and the information/maps provided by OIL to the Contractor shall be considered confidential and shall not be divulged by Contractor or its employees to anyone other than the OIL’s representative. This obligation of Contractor shall be in force even after termination of the Contract.

5.0 PAYMENT & MANNER OF PAYMENT, INVOICES

5.1 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.

5.2 Contractor shall raise invoice for the lump sum mobilization charges when the entire equipment is ready at respective sites, duly certified by OIL’s representatives/Head-Project, for starting the work.

5.3 The Contractor shall raise monthly invoices for the data acquired during the month and that has been handed over to the Company at Libreville along with Up-hole (static correction) data and necessary topographic survey data/observer report etc. The data submitted without these shall be considered as incomplete.

5.4 The Contractor shall raise monthly invoice for reference point fixing by DGPS after fixing the reference points and submitting the processed data with a report to OIL.

5.5 Payments due by Company to Contractor shall be made at Contractor’s designated Bank. All Bank charges will be to Contractor’s account.

5.6 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.

5.7 Contractor shall submit 03 (three) sets of all invoices to Company for processing of payment.

5.8 Payment of invoice, if undisputed, shall be made within 30 days of its receipt at Company’s address.

5.9 The Company shall within 20 days of receipt of the invoice notify 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 within 30 days. This will not prejudice the Company’s right to question the validity of the payment at a later date as envisaged in Para-5.6 above.

5.10 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.

5.11 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.

5.12 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.

5.13 Payment to the party within Gabon will be by A/c Payee Cheques in Local Currency (FCFA). Payment to the party outside Gabon or the party who quoted in other than Gabonese Currency (FCFA), will be made by Bank Transfer in US Dollar or any other currency (easily convertible) quoted by the party. The Bank Commission at applicable rate will be contractor account. Contractor to furnish the complete details of the Bank, Beneficiary Account No. and Swift Code No. of the Bank and the Country Code. Bidder to consider the above, while quoting.

6.0 SPECIAL OBLIGATIONS OF THE CONTRACTOR:

6.1 Contractor at their cost shall arrange the clearance of all equipment, spare parts, consumable, etc. from customs and port authorities in Gabon. Company will provide all reasonable assistance but the responsibility for clearance will rest with the Contractor. Any demurrage in this process will be at Contractor’s cost.

6.2 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.

6.3 Contractor shall arrange at its own cost all consumables & spares including papers, photographic materials, magnetic tapes/cartridges, and other consumables and spares needed for the work and shall carry sufficient stocks of these for uninterrupted operation. Contractor shall use cartridge tapes tested for zero error.
6.4 The Contractor shall be responsible for Procuring, Storing, Transporting and Keeping a Record of Explosives and Detonators used for the purpose of data acquisition.

6.5 Contractor shall maintain proper account of the consumption of explosives and detonators and shall submit daily, weekly and monthly consumption/stock statements to the Company.

6.6 All the field tapes of experimental data will be provided to Company at no extra cost.

6.7 Contractor shall ensure minimum 8 working hours work on each working day excluding travel time. Two day in a calendar month are allowed for maintenance of equipment, if desired, by the Contractor, but no payment will be due for the same and this cannot be carried forwarded to next months.

6.8 Contractor shall keep their equipment in good working order and shall begin the survey with adequate supply of spares for the equipment.

6.9 The Contractor shall arrange drinking water and its transportation to camp/site at its own cost.

6.10 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.

6.11 The Contractor shall make necessary arrangements for uninterrupted supply of electricity, water and medical facility etc. at camp/site at his own cost including for company representatives.

6.12 Contractor should provide the list of items to be imported in the format specified in Proforma A.

6.13 The Contractor should arrange for re-export of equipment within 60 days of notice of demobilization issued by the Company.

6.14 The Contractor should use latest software packages and shall incorporate the upgradation of these softwares immediately.

6.15 The Contractor shall furnish the list with Bio-data of key personnel proposed to be deployed prior to the commencement of work. The bio-data shall include the name, nationality, qualification, experience and passport details of the person.
6.16 The Contractor’s expatriate and technical personnel must have thorough knowledge of English.

6.17 The Contractor’s personnel must be sound enough to provide the above services in international standard, failing which Company reserves the right to ask for removal of any Contractor’s Personnel with 24 hours notice. A suitable replacement shall be placed within 72 hours by the contractor at its own cost.

6.18 Any other work required for the efficient and successful execution of work shall be carried out by the Contractor except those enumerated under the obligation of the Company defined in Para-15.0 below. Contractor will also provide Company accurate position of existing oil and gas wells in the blocks.

6.19 All claims for the loss or damage to standing crops, land or property, resulting from operations under the Contract will be borne and paid by the Contractor.

6.20 The main recording equipment should be housed in a properly insulated, air-conditioned cabin, mounted on a truck. The truck should be capable of moving in difficult terrains.

6.21 Security of camp etc. will be the responsibility of the Contractor.

6.22 All the field tapes/cartridges of experimental data will be provided to Company at no extra cost.

6.23 Contractor shall arrange both lodging and boarding facilities for 3 Company Geophysicists/Representatives at any given time at no extra cost at each camp site during data acquisition phase. The camp facilities to the Company’s representatives shall be as par with senior expatriate staff. The Contractor must provide adequate office space for the Company representatives involved during acquisition and experimental shooting phase. They also must provide PC, fax, telephone and internet facilities (if available in the area) to OIL representatives at their office.

6.24 Contractor shall arrange at his cost two AC vehicles (4x4 wheel drive) during the entire contract period, equipped with VHF & UHF radio capable of receiving all the frequencies used by the seismic crew, exclusively for use of Company representatives in the field with driver, fuel, maintenance, repairs, etc. for seismic work supervision. The vehicles must have mobile radio to communicate with base camp or field sites. The camp site should be preferably be within the operational area or close by.

6.25 The Contractor should ensure proper coupling of the Geophone/Hydrophone with ground during data acquisition. Any
material required for obtaining proper coupling will be arranged by the Contractor at its own cost.

6.26 The Contractor shall keep all the recorded magnetic data tapes in air-conditioned room, free from dust and hand over to the company approximately on fortnightly basis at Company's office at Libreville, Gabon.

6.27 The Contractor shall provide necessary safety cloth, appliance, etc. to all seismic field personnel engaged in above field operations and shall follow statutory norms applicable to such operations under Gabonese labour laws.

6.28 For recruitment of un-skilled/skilled labours, the Contractor should ensure preference to local personnel from operational area and as per Gabonese laws.

6.29 The field time schedule for day-to-day operations will be mutually decided by Contractor and OIL.

6.30 The Contractor shall ensure noise free spread as far as possible during the actual recording period.

6.31 The Contractor's representative shall maintain contact with Company's representative at recording site during the seismic operations and shall arrange for checking and subsequent replacement of bad cables/geophones. Contractor's representative shall also be available at base camp as and when needed.

6.32 The wooden pegs with marking should be available at the measured SP points and geophone/ground stations at the time of recording along the particular seismic line.

6.33 The Contractor shall bring required number of specialized transport vehicles for crew & equipment movement to carry out seismic survey work, which shall be suitable for continuous use in the survey area.

6.34 The Contractor shall bring the adequate number of mechanized shot hole drilling rigs in perfect working condition, capable of drilling holes for uphole survey work and for dynamite shooting in the forest covered hard formation areas of the Block.

6.35 The Contractor shall deploy adequate Licensed Shot Firers for Seismic Data Acquisition.

6.36 The Contractor must comply strictly to necessary Health, Safety and Environment regulations of Gabon. The Contractor should meet the HSE standards of International geophysical industry.
6.37 Contractor should provide mobile fire tender at Main Composite with all necessary arrangements to fight/extinguish fire.

7.0 **SPECIAL OBLIGATION OF THE COMPANY:**

7.1 The Company shall provide, if required, necessary documents, for clearance from Gabonese Government.

7.2 Company shall organize all possible help from local Government/Administration to Contractor’s personnel and equipment in case of natural disaster, civil disturbances and epidemics.

**END OF SECTION VI**
SECTION-VII

BID REJECTION CRITERIA (BRC) / BID EVALUATION CRITERIA BEC

A) BID REJECTION CRITERIA (BRC)

The bid shall conform generally to the specifications and terms and conditions given in this Bid document. Bid shall be rejected in case the services offered do not conform to required parameters stipulated in the technical specifications as given hereunder. Notwithstanding the general conformity of the bids to the stipulated specifications, the following requirements will have to be particularly met by the Bidders without which the same will be considered as non-responsive and therefore will be rejected.

1.0 TECHNICAL

1.1 Any offer which does not include all the jobs/services mentioned in the Terms of reference and Technical specifications will be considered as incomplete and rejected.

1.2 A Bid will be rejected if it does not conform to the technical requirements of Section-IV (Terms of Reference and Technical Specifications) in Toto.

1.3 Bidder must have 3 years or more experience from the date of technical bid opening in carrying out 2D seismic survey, having minimum operational experience of completing 3000 Ground Line Kilo-meters (GLKM) of 2D Survey with Dynamite (as energy Source) for data acquisition in last five (5) years. Seismic data includes 2D or equivalent 3D or equivalent mix of 2D and 3D seismic data. For conversion of 3D Seismic data to equivalent 2D Seismic data, 1 (one) SQKM of 3D seismic data will be considered equivalent to 2 GLKM of 2D seismic data. The bid shall be rejected, if the bidder does not have the mentioned experience.

1.3.1 Bidders who themselves do not meet the experience criteria as stipulated above, can also be considered, provided the bidder is a 100% subsidiary company of the parent company which meets aforesaid experience criteria. In such cases, the bidder shall have to furnish an agreement / MOU between the parent company and the subsidiary company. Also, a Corporate Guarantee must be furnished from the parent company to OIL for fulfilling contractual obligation under the contract if awarded.

1.4 The bid shall be rejected if personnel and equipment offered by bidder do not meet the requirement/experience of key personnel and vintage of equipment as mentioned in the Annexure - I & II respectively.
1.5 The Bidder should be able to mobilize all the crew and equipment within **180 days** from the date of notification of award of contract (Letter of Award). The bid will be rejected, if bidder does not confirm this in writing.

1.6 The various equipment (software and hardware) should meet the minimum requirements and specifications given in the Bid Document, otherwise the bid will be rejected.

1.7 Bidders are required to import the explosives and detonators themselves. Accordingly, the details of the same needs to be provided in the Technical Bid. The Explosive License will be obtained by the Company under which the import will be carried out by the bidder. However, the bidder will be solely responsible for all transportation, safe custody, use and disposal of any surplus as per the rules and regulation of Republic of Gabon. Bids not confirming compliance of the same shall be rejected.

2.0 **COMMERCIAL – BID SUBMISSION**

2.1 Average Annual Financial Turnover during last 3 (three) calendar years ending 31 December 2013 (2011, 2012 & 2013), should be at least US$ 12 MN (USD 12,000,000). The proof of Annual Turnover should be either in the form of Audited Balance Sheet/Audited Annual Reports or Certificate from Chartered Accountant Firm indicating their Membership/ Code number along with Profit and Loss Account. These documents are to be submitted with the Technical Bid.

2.1.1 Bidders who themselves do not meet the above turnover criteria can also be considered provided that their ultimate / holding parent company meets the above criteria of Average Annual Financial Turnover. Copy of the latest published Audited Annual Report to be submitted by the ultimate / holding parent company, along with Technical Bid.

2.2 Bidder must be registered in Gabon and they should provide NIF and TVA registration numbers along with the Technical Bid.

2.3 Bids shall be submitted under **Single Stage Two Bid System** i.e. **Technical Bid (Un-Priced)** and **Priced Bid** separately in two separate envelopes. 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.

2.4 Bidders must quote clearly and strictly in accordance with **Section V, Part-B Price Schedule**, outlined in Price Bid Format of bidding documents. The cost of Explosives needs to be included by the bidder by completing the Priced Bids.
2.5 The bid documents are not transferable. Offers made by Bidders to whom Bid Documents were not issued by the Company will be rejected.

2.6 Bids with in-adequate validity i.e. **120 days** shall be rejected as non-responsive.

2.7 Bid shall be typed or written in indelible ink and original bid shall be signed by the Bidder or their authorised representative (duly authorised) on all pages failing which the bid may be rejected.

2.8 Bid shall contain no inter-lineation, erasures or overwriting except as necessary to correct errors made by Bidder, in which case such corrections shall be initiated by the person(s) signing the bid. However, white fluid should not be used for making corrections. Any bid not meeting this requirement shall be rejected.

2.9 Any bid containing false statement will be rejected.

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

2.11 Price quoted by the successful Bidder must he held firm during its performance of the contract and not subject to variation on any account. A bid submitted with an adjustable price quotation will be treated as non-responsive and rejected.

2.12 The following Clauses with all its sub-clauses should be agreed in to, failing which the bid will be rejected:

(i) Performance Guarantee Clause
(ii) Force Majeure Clause
(iii) Tax Liabilities Clause
(iv) Arbitration Clause
(v) Acceptance of Jurisdiction and Applicable Law
(vi) Liquidated damage and penalty clause
(vii) Termination Clause

3.0 **GENERAL**

3.1 The compliance statement **Performa-I** should be duly filled in. In case Bidder takes exception to any clause of tender 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 the 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.
3.2 If any of the clauses in the BEC/BRC contradict with other clauses of the Bid Document elsewhere, then the clauses in the BEC/BRC shall prevail.

3.3 Bidder must fulfill all the criteria and statuary requirements such as registration with Gabonese Authorities, health, safety, environment, labour laws etc. to provide Seismic data acquisition services in Gabon as per the applicable Gabonese laws. The bidder shall take necessary approval from the concerned Gabonese Authorities for the above. A documentary proof of the same must be submitted with the bid, failing which, the bid will be rejected.

B) BID EVALUATION CRITERIA (BEC)

1.0 The bids conforming to the technical specifications, terms and conditions stipulated in the tender and considered to be responsive after subjecting to Bid Rejection Criteria will be considered for further evaluation as per the Bid Evaluation Criteria.

2.0 The Bids shall be technically evaluated based on the minimum requirements given in Section-IV (Terms of Reference and Technical Specifications). The various equipments (software and hardware) should meet the minimum requirement/ specification given in the Bid Document.

3.0 Commercial Bids shall be evaluated taking into account the summation of the following:

   i. Mobilization charges for 2D Seismic Data Acquisition (M)
   ii. Charges for fixing 200 reference points using relative static Differential Global Positioning System. (200xDGPS)
   iii. Charges for 10 days 2D Experimental Survey. (10xEX)
   iv. Charges for 1200 GLKM 80 fold 2D Seismic Data Acquisition with Dynamite as Source (1200xDYAQ).
   v. Stand-by charges for seismic data acquisition equipment with crew for 15 days (15xSBWC)
   vi. Force-Majeure rate for 15 days (15xFM)
   vii. De-Mobilization Charges for 2D acquisition system (DM)

**TOTAL ESTIMATED VALUE OF THE CONTRACT** for the purpose of evaluation will be calculated as follows:

\[
\text{Total Estimated Contract Value} = (M) + (200 \times \text{DGPS}) + (10 \times \text{EX}) + (1200 \times \text{DYAQ}) + (15 \times \text{SBWC}) + (15 \times \text{FM}) + (\text{DM})
\]

**Notes:**

a. The items referred in above mentioned clauses are to be read in conjunction with **Section- V, Part-B on PRICE SCHEDULE.**
b. The quantum mentioned above is for bid evaluation purposes only. However payment will be made as per actual work done limiting to the total contract value.

c. All taxes, levies and duty will be borne by the Bidder.

d. The Bids in which the prices for any part of the work for data acquisition given above, are not quoted, shall be rejected. However, if no charge is involved for any of the work, 'NIL' should be mentioned against such part of work.

e. Costs of Explosives are to be included while completing the Price Schedule.

END OF SECTION VII
ANNEXURE-I

LIST OF KEY PERSONNEL TO BE DEPLOYED BY BIDDER

1. Key Personnel

The following positions shall be filled on the crew at all times during the period of the survey.

<table>
<thead>
<tr>
<th>POSITION</th>
<th>WORK EXPERIENCE</th>
<th>NUMBER OF PERSONNEL</th>
</tr>
</thead>
<tbody>
<tr>
<td>Party Manager</td>
<td>15 years</td>
<td>1</td>
</tr>
<tr>
<td>Party Chief</td>
<td>10 years</td>
<td>1</td>
</tr>
<tr>
<td>Administrator</td>
<td>10 years</td>
<td>1</td>
</tr>
<tr>
<td>HSE Adviser</td>
<td>10 years</td>
<td>1</td>
</tr>
<tr>
<td>Doctor</td>
<td>10 years</td>
<td>1</td>
</tr>
<tr>
<td>Paramedics</td>
<td>05 years</td>
<td>1</td>
</tr>
<tr>
<td>Line Clearance Supervisor</td>
<td>07 years</td>
<td>1</td>
</tr>
<tr>
<td>Chief Surveyor</td>
<td>15 years</td>
<td>1</td>
</tr>
<tr>
<td>Senior Surveyors</td>
<td>10 years</td>
<td>2</td>
</tr>
<tr>
<td>Senior Observer</td>
<td>10 years</td>
<td>1</td>
</tr>
<tr>
<td>Senior Driller</td>
<td>10 years</td>
<td>1</td>
</tr>
<tr>
<td>Driller</td>
<td>07 years</td>
<td>3</td>
</tr>
<tr>
<td>Senior Seismologist</td>
<td>10 years</td>
<td>1</td>
</tr>
<tr>
<td>Processing Geophysicist</td>
<td>08 years</td>
<td>1</td>
</tr>
</tbody>
</table>

Bidder shall provide a list of names and curriculum vitae of the above key personnel. Personnel nominated to fill these positions shall be subject to approval and shall not be replaced or transferred without prior notification to company. Bidder must submit the detailed biodata of key personnel with the technical bids.
2. **Other Technical Personnel**

To be specified by the Bidder. Inexperienced personnel shall not be acceptable. All technical personnel provided under this heading must have had adequate training with the particular equipment they shall be required to operate.

3. **HSE Training**

All technical field based personnel shall undergo general and job-specific HSE training prior to commencement of the work. The HSE Adviser shall maintain records of training.

**Note:** The above list indicates the minimum requirement of key personnel and their experience. The Bidder may choose other personnel e.g. observers, surveyors, mechanics, processing geophysicist etc. that the Bidder would like to deploy to accomplish the job as per the defined parameters and time frame. The detailed bio-data of key personnel must be submitted with the technical bids. The radio operators, etc. must have valid licenses as applicable for operating in Gabon. The Supervisor and Party Chief have to be efficient enough to coordinate with Company and perform all other required interaction with external agencies for executing the job successfully. The Bidder's key personnel must be proficient and fluent in English.

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**END OF ANNEXURE - I**


Annexure - II

EQUIPMENT AND ACCESSORIES

2-D SEISMIC DATA ACQUISITION

The quantity and the type of equipment to be deployed for carrying out the survey must conform to the latest industry standards and should have the minimum vintage, features and capabilities as described below:

DESCRIPTION

A. SURVEY SYSTEM

Bidder shall provide and deploy Global Positioning System (GPS)/ Differential Global Positioning System (DGPS) survey equipment and techniques. The Global Positioning System/ Differential Global Positioning System proposed for the work shall provide positioning in an efficient and fully quality controlled manner which meets the international industry standards & the tolerances.

The Bidder shall detail full specifications of the surveying equipment it proposes to deploy for the survey work. The survey equipments, systems should not be older than 3 years on the bid closing date. Surveying equipment shall comprise, but not limited to, the following equipment and systems:

- Required number of Differential Global Positioning Systems (DGPS) capable of operating in L1 & L2 modes to establish a network of positioning control points/ reference points.
- Global Positioning System capable of operating in both static and Real-Time Kinematic positioning modes (RTK GPS) for the positioning of seismic source and receiver locations accurately.
- Adequate no. of electronic Total stations, handheld GPS etc. for survey work.
- Any other ancillary equipment to be provided, e.g. VHF repeater stations.
- Pre-plan, Computation, Quality Control & Mapping Hardware and Software.
- Adequate PC's accessories, consumables, systems hardware/ software etc. that will be required to carry out survey in proper time frame. Apart from this, other necessary survey equipment such as hand compasses etc. should also be deployed.
- Bidder shall at all times provide and maintain sufficient spares and back-up equipment so that the efficiency of the work is not impaired.

B. SEISMIC RECORDING SYSTEM
Latest state of the art technology data acquisition system of **vintage not exceeding 3 years** on the bid closing date should have, but not limited to, the following features:

- Having 24 bit recording facility with DELTA SIGMA technology i.e. SN408 or SN428, I/O Image, Aram Aries or equivalent to be deployed.
- Capable of handling minimum 320 channels per record with 2 ms sampling interval for 2D Seismic data acquisition.
- Equipment should be housed in an air-conditioned cabin mounted on a truck.

The adequate nos. of necessary field units, cables, power supply systems and low distortion geophone/hydrophone strings (distortion less than or equal to 0.1 percent and compatible with 24-bit recording facility using the delta-sigma technology) should also be catered for. The field units should be compatible with the seismic recording system & should be of vintage not exceeding 3 years as on bid closing date. The cables and geophones/hydrophones should not be more than one year old as on bid closing date.

The Bidder must bring in sufficient equipment to enable proper testing and maintenance of all instrumentation cables, connectors and geophones/hydrophones provided for the survey work. Sufficient equipment in perfect working condition to enable efficient recording operations is to be provided. The quantum of field units and cables/geophones and hydrophones to be deployed should be adequate enough to record minimum 320 channels per shot.

**BULLDOZERS**

Bulldozers should be in perfect working condition and shall not be more than 4 years old.

**C. EQUIPMENT FOR LVL/UPHOLE SURVEYS**

LVL/Uphole survey equipments of vintage **not exceeding 3 years** as on the bid closing date should have, but not limited to, the following features:

1. Latest recording equipment for LVL survey
2. Refraction geophones 4.5 Hz and spread upto 400m length, 48 takeouts, reversible cable.
3. Up-hole Survey Recording Equipment
4. Mobile rigs in perfect working condition - minimum 2 nos. capable of drilling hole of **minimum 60 meters** in hard formation covered by forest and thick vegetation.
5. Water tank sufficient nos. to support drilling rigs mounted on 4X4 truck
7. Software for LVL/ UPHOLE data analysis & interpretation and any other equipment/ accessories required for LVL/ UPHOLE surveys shall be Included.

D. ENERGY SOURCE

Bidder will have to use Dynamite as energy source. Bidder must ensure the following geophysical requirements:

i. Adequate energy to image target horizons.

ii. Proper source coupling.

iii. Shot hole depth is to be maintained at a minimum of 10 m. Due to logistics, bidder may opt for alternative pattern after getting prior approval of OIL's representative. In case of an alternative pattern as per clause 6.4 of Section IV, the alternative pattern and depth of the holes will be decided by field experiments at the bidders cost.

iv. Bidder shall deploy suitable shot hole drilling rigs and technology to drill the shot holes on the land and boulder covered areas and shallow water areas.

v. Bidder shall also deploy suitable vehicles, boats, floating devices etc to drill shot holes in shallow water/swampy/marshy / boulder covered areas.

vi. Near field source signature must be recorded for subsequent use during data processing.

E. RECEIVERS

Bidder will have to use receivers such as normal geophones. In case of geophones, minimum 12 geophones / group might be required. However, the bidder has to provide the exact number of geophones / group on the basis of experimental survey. In regard to receiver type, sensitivity & array, bidder must maintain the followings up to the satisfaction of OIL

a. All the receivers must be compatible to 24 bit recording for high bandwidth signal recording necessary to resolve the thin reservoirs as discussed above.

b. Proper receiver coupling (tightly planted geophones/flushed hydrophones at the river bottom).

c. Array of receivers will be decided after field tests & noise analysis for recording data with high S/N ratio.
d. All hydrophones/underwater detectors must be equipped with suitable positioning system to accurately locate the detectors within a tolerance of < 3m from the planned lines.

F. COMPUTING FACILITY

Stand-alone Systems in perfect working condition with adequate accessories, consumables etc. for following services:

- 2D field management/planning with complete survey simulation package, attribute analysis e.g. offset etc including ray tracing
- Construction of surface geological model for field statics with LVL/ Uphole data processing & interpretation (including tomography based interpretation)
- Topographic Survey data management & processing
- 2D Seismic data processing system to provide both quality control and preliminary data processing functions. It is envisaged that the field data processing will provide the following products and services:
  1. Shot data analysis
  2. Field tape copying
  3. Brute stack of each 2D line
  4. Final shot/receiver geometry quality control
  5. Final field data tapes with spread geometry, trace edits and field statics in the headers, ready for input into the final 2D data processing sequence

The processing sequence for the 'Brute Stack' shall include, but not limited to, Amplitude recovery, Deconvolution, Velocity analysis, Elevation static application, NMO correction, Stacking, FX Deconvolution and Scaling etc.

The Systems need to be connected to color plotter, printers and 3592 cartridge drive for back-ups and any other facilities required to control the quality of survey and to provide the technical inputs required by Company.

All the above equipment should be of vintage not exceeding 3 years as on the bid closing date.

G. COMMUNICATION EQUIPMENT

The Bidder shall detail the radio equipment to be used for field communications and also for contact with the operations base. The Bidder shall provide communications facilities in the Base Camp suitable for the work. This equipment might be SSB HF radio, VHF radio or satellite phones.

All work groups to be in radio communication with each other and/or base camp VHF repeater station(s) may be required. Alternatively satellite phones may be used.
Bidder shall provide and maintain suitable equipment to ensure that instant communication is available between its field base camp and its Libreville facility. This equipment shall, as a minimum, be SSB HF radios, located at the facilities. Alternatively satellite phones may be used.

The Bidder shall provide the COMPANY Representative’s vehicles with both VHF and UHF transceiver capable of communicating between the survey area and base camp, and receiving all VHF used by the crew.

**H. TRANSPORT**

The Bidder shall bring all the required specialized transport vehicles for crew equipment movement to carry out seismic survey in the area located south east of Libreville, Gabon.

The Bidder shall detail full specifications of the vehicles it proposes to furnish for the work, which shall be suitable for continuous use in the survey area.

Bidder shall provide an adequate number of vehicles to carry out the work in an efficient, effective and safe manner.

Vehicles used for bulk transportation of personnel shall be equipped with suitable shading and an adequate supply of drinking water for all occupants. Bidder shall supply one vehicle exclusively for use as a field ambulance. This vehicle shall be equipped with supplies and facilities to deal with a minimum of one trauma case and shall have SSB and VHF radios fitted, along with a hand held GPS unit.

Two 4 x 4 good light AC fitted vehicles shall be available for the exclusive use of COMPANY’s Representatives in the survey area.

COMPANY recommends that all field vehicles are fitted with suitable radio communication equipment and GPS units.

**I. PORTABLE MECHANIZED SHOT HOLE DRILLING RIGS**

The bidder shall bring the adequate number of mechanized shot hole drilling rigs in perfect working condition, capable of drilling holes (for loading dynamite as source) minimum up to 10 Meters in the hard formation covered by forest and thick vegetation of the Block.

Contractor should deploy adequate number of Licensed Shot Firers for Seismic Data Acquisition.

**END OF ANNEXURE - II**
Annexure-III

FORMAT FOR COMPUTING EQUIPMENT AND ACCESSORIES BY THE BIDDER

List of Equipment, Accessories & Software

Recording Equipment and Accessories

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<th>Sl No.</th>
<th>Item</th>
<th>Quantity</th>
<th>Model &amp; Make</th>
<th>Year of Manufacture</th>
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Geophones/Hydrophones/Cables/Station Units

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Communication Sets (for Base Camp, Vehicles and Hand Set for Surveys)

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<th>Sl No.</th>
<th>Item</th>
<th>Quantity</th>
<th>Model &amp; Make</th>
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### Spares and Consumables

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### Maintenance Equipment

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### Software and Survey Equipment including GPS, Processing System for Seismic Data & Survey Data

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<th>Sl No.</th>
<th>Item</th>
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**LVL & Up-hole Survey Equipment**

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<th>Item</th>
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**Transport Vehicles**

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**Bulldozer**

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### Portable Mechanized Shot Hole Drilling Rigs

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<th>Sl No.</th>
<th>Item</th>
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### Camp Equipment

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### Water Area Equipment

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<th>Item</th>
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<th>Year of Manufacture</th>
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**Equipment for QC Office**

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<th>Sl No.</th>
<th>Item</th>
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<th>Model &amp; Make</th>
<th>Year of Manufacture</th>
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END OF ANNEXURE III
### PROFORMA –A

**LIST OF ITEMS (EQUIPMENT, TOOLS, ACCESSORIES, SPARES & CONSUMABLE) TO BE IMPORTED IN CONNECTION WITH EXECUTION OF THE CONTRACT SHOWING CIF VALUE.**

<table>
<thead>
<tr>
<th>SI No</th>
<th>Item Description</th>
<th>Qty/Unit</th>
<th>Rate FOB</th>
<th>Total FOB</th>
<th>Freight &amp; Insurance</th>
<th>CIF Value Libreville/Port Gentil, Gabon</th>
<th>Port &amp; other charge</th>
<th>Landed Cost</th>
<th>Is it re-exportable?</th>
<th>Year of Mfg.</th>
<th>Custom Tariff Code (HSN Code)</th>
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(1) The items which are not of consumable in nature and required to be re-exported outside Gabon after completion of the Contract should be indicated as "YES" in column "J".

(2) The items, which are of consumable in nature should be indicated as "PARTLY" in column "J".

(3) For estimation of applicable customs duty, the CONTRACTORs are required to indicate customs tariff code (i.e. HSN Code) of each item in column "L".

**Authorized Person’s Signature:** ____________________

**Name:** ____________________

**Seal of the Bidder:**
**PROFORMA – I**

**STATEMENT OF NON-COMPLIANCE (EXCEPTING BRC)**

<table>
<thead>
<tr>
<th>SL. NO.</th>
<th>SECTION/CLAUSE NO.</th>
<th>BRIEF STATEMENT</th>
<th>NON-COMPLIANCE</th>
<th>REMARKS</th>
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We undertake that excepting above deviations, all the terms and conditions in the tender document shall be fully complied with.

Signature and seal of the Bidder: Name of Bidder:
To
General Manager
GABON Project,
OIL INDIA LIMITED,
La Sablière, Immeuble FIDJI
Libreville. B.P. 23134

Sub: Tender No. : _________________________________

Gentlemen,

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

We undertake, if our Bid is accepted, to commence the work within ( ) days calculated from the date of award of Contract.

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

We agree to abide by this Bid for a period of 120 days from the date fixed for Bid opening and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

Until a formal Contract is prepared and executed, this Bid, together with your written acceptance thereof in your notification of award shall constitute a binding Contract between us.
We understand that you are not bound to accept the lowest or any Bid you may receive.

Dated this ___________ day of __________________ 2014.

---------------------
Signature

____________________________
(In the capacity of)
PROFORMA II B

FORM OF PERFORMANCE BANK GUARANTEE

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

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

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

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

We further agree that no change or addition to or other modification of the terms of the Contract or the work to be performed there under or of any of the Contract documents which may be made between you and the Contractor shall in any way cease us from any liability under this guarantee, and we hereby waive notice of such change, addition or modification.
This guarantee is valid until the date ____________ (calculated at 3 months after Contract completion date).

SIGNATURE AND SEAL OF THE GUARANTORS _______________________

Designation ___________________________

Name of Bank ___________________________

Address ________________________________

Date ..........  Place ____________
PROFORMA IIC

CONTRACT FORM

This Contract 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, and Project Office at La'Sablier, Libreville, Gabon hereinafter called the "Company" which expression unless repugnant to the context shall include executors, administrators and assignees on the one part, and M/s. ______________ (Name and address of Contractor), hereinafter called the "Contractor" which expression unless repugnant to the context shall include executors, administrators and assignees on the other part.

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

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

WHEREAS, Company issued a firm Letter of Award No. ___________________ based on Offer No. ______________ submitted by the Contractor against Company’s Tender No. ___________.

WHEREAS Contractor has accepted Company’s Letter of Award vide their letter no. ____________.

All these aforesaid documents shall be deemed to form and be read and construed as part of this 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 Award 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 Contract words and expressions shall have the same meanings as are respectively assigned to them in the General Conditions of Contract referred to.
2. In addition to documents hereinabove, 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-III indicating the General Conditions of Contract,
(b) Section-IV indicating the Terms of Reference/Technical Specifications,
(c) Section-V indicating the Schedule of rates.
(d) Section-VI indicating the Special Terms and Conditions

3. In consideration of the payments to be made by the Company to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Company to provide the Services and to remedy defects therein in conformity in all respect with the provisions of this Contract.

4. The Company hereby covenants to pay the Contractor in consideration of the provision of the Services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of this Contract at the times and in the manner prescribed by this Contract.

IN WITNESS thereof, each party has executed this contract at Libreville, Gabon, as of the date shown above.

Signed, Sealed and Delivered,

For and on behalf of
Company (Oil India Limited)                   For and on behalf of
                                        Contractor (M/s._____________)

Name:                             Name:

Status:                             Status:

In presence of                   In presence of

1.                                    1.

2.                                    2
To

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

Sir,

Sub: OIL’s Tender No. _____________

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

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

Yours Faithfully,

Signature: _______________________

Name & Designation: _______________

For & on behalf of: _________________

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
Fig. 1: Location Map of the Block SHAKTHI II (G4-245)
Fig. 2: Geological Map of the block, SHAKTHI II and Adjoining Area

OIL TENDER NO. OIL/GABON/ENQ-2D SEISMIC SURVEY/25/14
FIG-3

END OF BID DOCUMENT

98 of 99
OIL TENDER NO. OIL/GABON/ENQ-2D SEISMIC SURVEY/25/14
The Tender has been issued to the following parties as per the Approval obtained from Competent Authority Ref. No.: OIL 62/14/CBC-435 (A)/62 of 29.05.2014

(i) M/s BGP Gabon, Libreville, Gabon
(ii) M/s CGG Services, Port Gentil, Gabon
(iii) M/s Sinopec International Petroleum Service Corporation (SIPSC), Port Gentil, Gabon.