



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

*Conquering Newer Horizons*

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**Gabon Project, La Sablière, Immeuble FIDJI, (près de l'ancienne Cour Constitutionnelle)**  
**Tel : +(241) - 01442992, E-mail: [oilgabonproject@gmail.com](mailto:oilgabonproject@gmail.com); BP:23134 Libreville, Gabon**

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**NOTICE INVITING GLOBAL EXPRESSION OF INTEREST (EOI)**

Oil India Limited (OIL) along with its partner Indian Oil Corporation Limited (IOCL) both under the Ministry of Petroleum & Natural Gas, Govt. of India invites Expression of Interest (EOI) from reputed and established E&P Service Providers/Contractors meeting the pre-qualification criteria for short listing and issue of tender documents to hire the below mention service in connection with exploratory drilling of two wells in Block Shakthi-II (G4-245) in Gabon.

- (i) EOI No: **EOI/OIL/GABON/DST&SPT/09/2019** for hiring of DST & SPT services with all equipment, consumables and manpower for two exploratory wells with a provision of extension to third well in BLOCK SHAKTHI-II of Gabon.

Interested Parties/Contractors/Service Providers having relevant experience and expertise are invited to submit their EOI(s) at our e-mail id: [oilgabonproject@gmail.com](mailto:oilgabonproject@gmail.com) within **12<sup>th</sup> December'2019** upto 14:00 Hrs. (GST), followed by hard copies of the same in sealed envelopes super-scribing "EOI No. .... for..... (Brief Description of the service) for exploratory drilling campaign in Block Shakthi-II (G4-245) in Gabon" through courier/safe hand/post at the following address:

**GENERAL MANAGER (GABON PROJECT)**  
**OIL INDIA LIMITED, GABON PROJECT**  
**La Sablière, Immeuble FIDJI, (près de l'ancienne Cour Constitutionnelle)**  
**BP:23134 Libreville, Gabon, Tel : +(241)-01 44 29 92,**  
**E-mail: [oilgabonproject@gmail.com](mailto:oilgabonproject@gmail.com)**

The details, pre-qualification Criteria, etc. for the above service is available at Company's website: [www.oil-india.com](http://www.oil-india.com) (Under the tab For Vendor - Expression of Interest). OIL shall not be held responsible for any late submission of EOI. OIL reserves the right to (a) accept or reject any/all EOIs submitted by parties (b) cancel the process at any time without any liability and assigning any reason thereof to the applicants. All corrigenda, addenda, amendments, time extension, clarifications etc to the EOI will be hosted on OIL's website (oil-india.com) only and no separate notification shall be issued in the press. Prospective bidders are requested to regularly visit the website to keep themselves updated.

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## EXPRESSION OF INTEREST (EOI)

**EOI/OIL/GABON/DST&SPT/09/2019 DATED 11.11.2019**

**FOR**

**HIRING DST & SPT SERVICES WITH ALL EQUIPMENT, CONSUMABLES AND MANPOWER  
FOR TWO EXPLORATORY WELLS WITH A PROVISION OF THIRD WELL IN BLOCK SHAKTHI-II  
OF GABON**

Oil India Limited (OIL) along with its partner Indian Oil Corporation Limited (IOCL) invites Expression of Interest (EOI) from reputed and established E&P Service Providers/Vendors/Contractors meeting the pre-qualification criteria as detailed below for empanelment/short listing and issue of tender documents for “**Hiring DST & SPT Services with all Equipment, Consumables and Manpower**” to drill two (2) exploratory vertical wells with a provision of extension to another one well in Block Shakthi-II (G4-245) in Gabon for its Phase-II exploratory drilling campaign.

The Block Shakthi-II (G4-245) was awarded to a consortium of M/s Oil India Limited (OIL) & M/s Indian Oil Corporation Limited (IOCL), both Government of India Company under the administrative control of Ministry of Petroleum and Natural Gas, where OIL is operator, plan to drill two exploratory drilling wells of TD: 2570 m & 1950 m in the on-land exploratory Block Shakthi-II(G4-245), located within interior sub-basin Gabon, under administrative guidelines of Gabon’s Direction Generale des Hydrocarbures(DGH) with a total surface area of 3761.25 SQ.KM. This block has rivers, lakes, marshy land, national parks and undulating surface. A national highway N-1 is passing through this block is a life line for this area as most of villages, small town fall along this route. This block is covered by forest with thick vegetation.

### 2.0 LOCATION OF THE AREA:

OIL, the operator, plan to drill two vertical exploratory wells in Loc. C & Loc. LE in the on-land exploration Block Shakthi-II(G4-245). The distance between the two locations is approximately 25 Km by road.

- The wells to be drilled are approximately 190 km & 175 km away by road from Libreville, Gabon. for Loc. C & Loc. LE respectively and are approximately 95 km & 80 km respectively by road from Lambarene towards Libreville.
- The nearest major airport to the location is Libreville (about 190 kilometres away); with seaports at Libreville & Port Gentil and River Port at Lambarene.

- Drilling is to be started tentatively by July/August 2019.
- The wells are located within the Interior Sub-basin and are in forest area.
- The TD of the wells are Loc. C=2570 m & Loc. LE=1950 m.
- Wells are expected to be normally pressured and the bottom hole temperature is estimated to be 88 Deg C at 2570 metre in Loc. C and 76 Deg C at 1950 metre in Loc. LE.
- Target formations are the N'Dombo and M'Vone.
- The Sub-surface pressure at the reservoir is expected to be nearly hydrostatic.
- Mud loss is not ruled out in the unconsolidated shallower formations.

### 3.0 GENERALIZED STRATIGRAPHY / LITHOLOGY OF BLOCK SHAKTHI-II:

Table-1: General Stratigraphy/Lithology of Shakthi Block

|                  | Age                                  | Group           | Formation        | Thickness(m)   | Lithology                                                                 |
|------------------|--------------------------------------|-----------------|------------------|----------------|---------------------------------------------------------------------------|
| Cretaceous       | Albian                               |                 | Madiela+Ezanga   | 100            | Sand with carbonate                                                       |
|                  | Aptian                               | Ezanga          |                  | 100            | High proportion of soluble salt                                           |
|                  |                                      | N'zemeasso      | Coniquet Sst     | 130-150        | Shale                                                                     |
|                  |                                      |                 |                  |                | Sandstone                                                                 |
|                  |                                      | N'Toum          | Bikele Sst       |                | Cross bedded Sst                                                          |
|                  | Alternating shale & cross bedded Sst |                 |                  |                |                                                                           |
|                  | Berriasian                           |                 | Benguin Sh       | 150-200        | Black color schist/shale                                                  |
|                  |                                      |                 | Remboue          | Schistese Sh   | 100                                                                       |
|                  |                                      | Bifoun Sh       |                  |                |                                                                           |
|                  |                                      | Schistese Bruns |                  |                |                                                                           |
|                  |                                      |                 | Foroue Plage Sst | 83-365         | Sandstone & shale                                                         |
| Hauterivian      | Kango                                | Bikoume Sh      | 400              | Bluish Shale   |                                                                           |
| Valanginian      |                                      | Bokou Sh        | 400-500          | Bluish Shale   |                                                                           |
| Berriasian       |                                      | Kekele Sst      | 50-100           | Sst transition |                                                                           |
| Jurassic         |                                      | N'Dombo         | N'Dombo Sst      | 125-200        | Conglomerate at bottom and cross bedded coarse to medium gr Sst at top    |
|                  |                                      | M'Vone          | M'Vone Sh/Sst    | 100-200        | Fluvial Sst (40-100) at bottom covered by violet coloured claystone.      |
| Permian          |                                      | Agola           | Agoula           | 200-300        | Glacial conglomerate bituminous schists carbonate, red claystone and Sst. |
| Late Precambrian |                                      | Noya            | Noya             | 300-2000       | Complex sediments, glacial Sst, shale & reddish fluvial-lacust Sst        |
| Precambrian      |                                      |                 |                  | Basement       |                                                                           |

### 3.1 EXPECTED FORMATION TOPS OF THE LOCATIONS:

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

Ground Level Elevation above Sea level =28.65 m

Drill floor elevation above sea level = 37.65 m.

Considering Drill Floor Elevation above Ground Level= 9.0 m

**Table-2: Formation Tops of Loc. C**

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

Note: \*\*Primary Target; \*Secondary Target

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

Ground Level Elevation above Sea level =37.07 m

Drill floor elevation above sea level = 46.07 m.

Considering Drill Floor Elevation above Ground Level= 9.0 m

**Table-3: Formation Tops of Loc. LE**

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

Note: \*\*Primary Target; \*Secondary Target

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

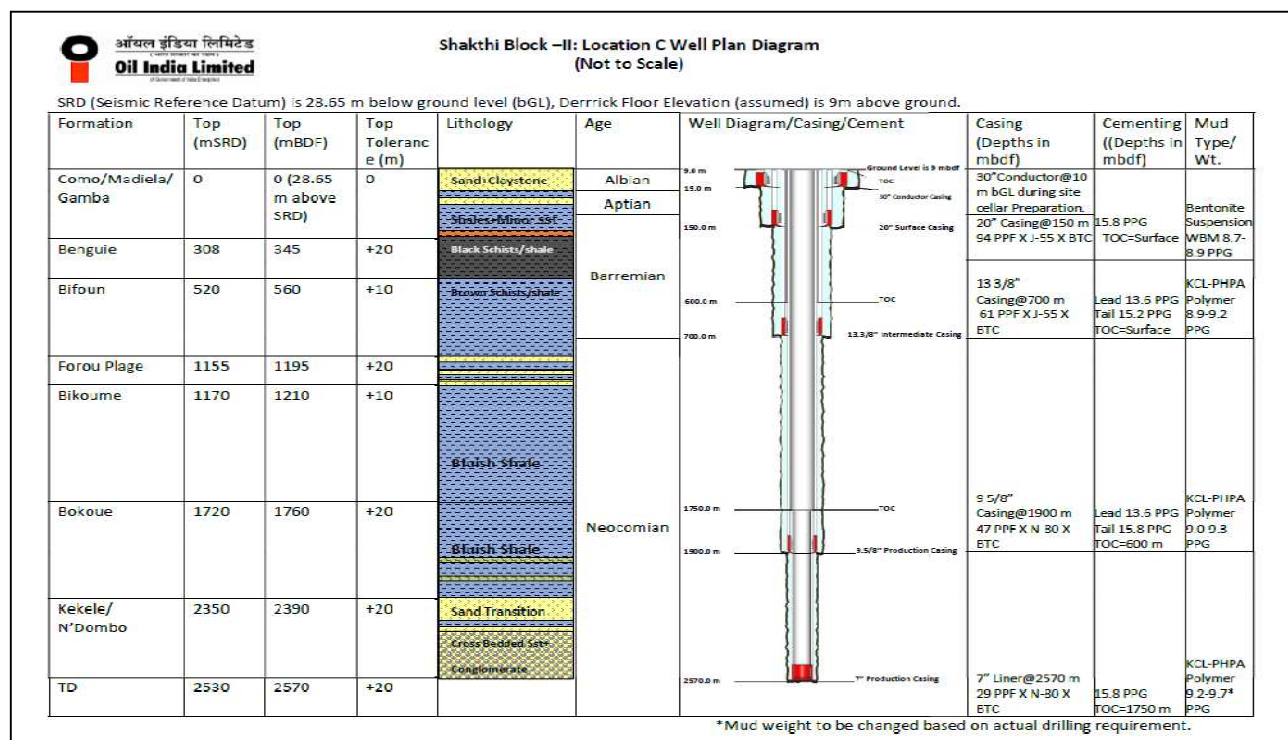


Figure-1: Casing, Cementing & Policy of Loc. C (4 Stage Completion)

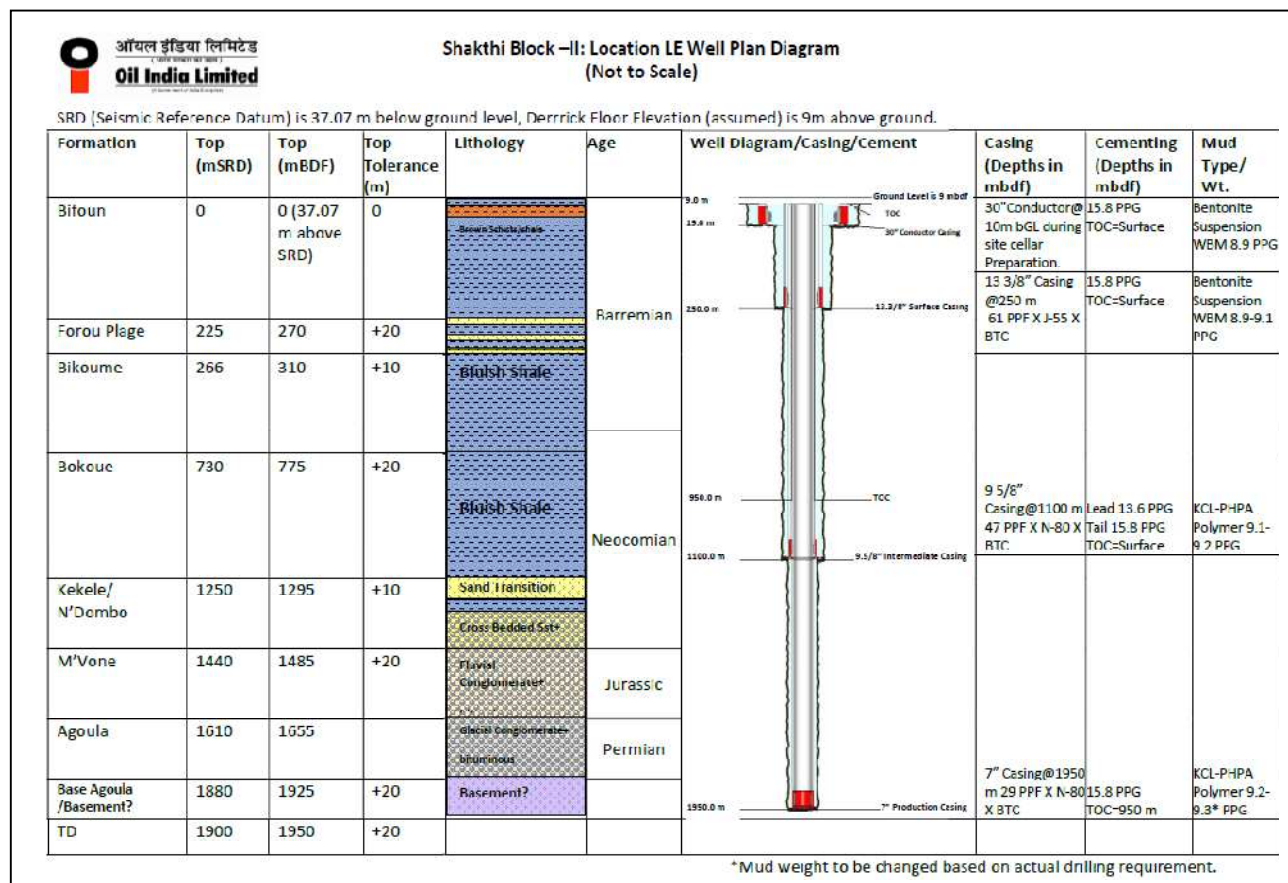


Figure-2: Casing, Cementing & Mud Policy of Loc. LE (3 Stage Completion)

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

| Casing/<br>Liner                            | Hole size | Casing Size               | Loc:LE   | Loc:C     | Cement                     | Mud-WBM                          |
|---------------------------------------------|-----------|---------------------------|----------|-----------|----------------------------|----------------------------------|
| Surface casing                              | 26"       | 20", J-55 x 94ppfxBTC     | -----    | 0-150     | Up to surface              | 8.7-8.9ppg Bentonite Suspension. |
| Intermediate Casing                         | 17.1/2"   | 13.3/8", J-55 x61 ppfxBTC | 0-250    | 0-700     | Up to surface              | 8.6-8.9 ppg polymer mud*         |
| Production Casing                           | 12.1/4"   | 9.5/8",N-80 x 47 ppfxBTC  | 0-1100   | 0-1900    | Up to surface              | 8.9-9.3 ppg Polymer mud          |
| Production Liner                            | **8.1/2"  | 7", N-80 x 29 ppfxBTC     | 950-1950 | 1750-2570 | 100 m inside 9.5/8" casing | 9.3-9.5 ppg Polymer mud          |
| Production tubing:3.1/2"X12.95 ppf EUExN-80 |           |                           | 1950     | 2570      | -----                      | 2% KCl brine                     |

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

\*\*Hole enlargement to 9.3/4"/9.7/8" by under reamer.

#### 4.0 **BRIEF SCOPE OF WORK:**

The Contractor is required to provide TCP, DST & Surface Production Testing services in cased hole of 7" liner by using 3.1/2", N-80 EUE Tubing [Contingency Plan: liner 4.1/2" & 2.3/8" EUE Tubing] with supply of CTU/NPU Service Package, Slick Line, Oil-Gas Separator, Indirect Heater, Choke Manifold etc. to undertake DST & Surface Production Testing of 2 (two) exploratory wells viz. Loc.C & Loc.LE in Block Shakthi-II, Gabon along with supply of all requisite manpower, equipments & consumables. The Contractor has to carry out design, planning and execution of Cased hole TCP, DST & Surface Production Testing. The quantum of job may vary depending on Wire line logs and core samples. The main objectives for carrying the well test using TCP, DST & SPT are as follows:

- (i) To record the Reservoir pressure.
- (ii) To record the Reservoir temperature.
- (iii) To obtain bottom hole samples for PVT analysis.
- (iv) To obtain pressurized and non-pressurized surface samples.
- (v) To calculate Reservoir permeability.
- (vi) To calculate Skin.
- (vii) To calculate the Radius of investigation / Drainage area.
- (viii) To find the produced fluids and obtain chemistry.

#### 4.1 **OVERVIEW OF WELL TEST PLANNED FOR LOC. C AND LOC.LE**

The drilling plan for LOC. C and LOC. LE assumes that the TD/TVD of 2570 m & 1950 m BDF respectively will be reached with the 8.1/2" bit. The final hole section will then be completed with a 7" cemented liner, to perform a cased hole DST. Since, the primary target interval is within the 8.1/2" hole section, provision should be made to perform a Drill Stem Test (DST) in this section.

The Scope of work covers the provision of a full well-testing package along with associated services. The package should include but not limited to down hole tools, pressure gauges, surface testing equipment, CTU/NPU services and necessary personnel.

The equipment is to be delivered to the rig site in Gabon by the Contractor. Drilling Rig contractor will provide mini-camp accommodation near the rig site for the Contractor's personnel. The Contractor's personnel must be in possession of a Gabon visa, and fulfil



health control rules including Yellow fever vaccination. The contractor has to arrange this at their cost.

#### 4.2 **DRILL STEM TESTING (DST)**

The Contractor is required to provide TCP, DST & Surface Production Testing services, Coil Tubing Unit Service Package to undertake DST & Surface Production Testing of 2 (two) exploratory wells in Block Shakthi-II, Gabon. The quantum of job may vary depending on Wireline logs and core samples etc. The Contractor is required to provide services described herein but not limited to under noted activity:

- (i) To provide surface well control head, choke manifold, oil & gas separator with oil & gas flow meter, pumps, automatic remote controlled multiple safety valves, hydraulically operated chokes, chemical injection system, adequate surface flow lines, temperature/ pressure and flow measurement, data acquisition facility, spares and any other materials required to perform the services.
- (ii) To design and perform testing operation- TCP and Cased Hole DST, surface testing and gauges/ surface read out.
- (iii) To provide cased hole DST services with required equipment/tools, recorders and any other items required to perform the service.
- (iv) To rig up and rig down of testing equipment.
- (v) To provide written DST work plan, running tally.
- (vi) To plan Optimum selection of equipment, its utilization and any other relevant issues and assist Company accordingly.
- (vii) To supply surface equipment like pump, acid storage tank, pipe fittings, consumables like packers, HCl & other chemicals/ additives for acid stimulation job.
- (viii) To provide suitable CTU/NPU, surface pipe fittings and any other equipment/ tools, materials and crew to provide well activation services in case of requirement. Fuel will have to be supplied by the CONTRACTOR.
- (ix) To provide services of slick line with associated tools & equipment.
- (x) To provide field and final report, daily log of all equipment operation and data recorded, daily cost of service performed.
- (xi) To prepare End of Well report with all digital data acquired provided to Company.

#### 4.3 **TUBING CONVEYED PERFORATION (TCP)**

TCP job is intended to be carried out in under-balanced condition. The tools shall be run-in with 3.1/2" N-80 Tubing with EUE connection. Tools shall be rated to minimum 5,000 psi pressure and 300 deg F temperature, if not mentioned otherwise. Minimum Tensile strength 150000 lbs. The TCP job shall consist of the following:

Pre-job preparation, Make-up using industry standard QA/QC procedures and Run-in-hole of TCP assembly of required length as per the Well Test Program for each test. Proper storage and transportation to & from the well-site of the TCP guns, charges, firing head and all accessories required to accomplish a successful casing perforating job. Detonation of TCP guns once the guns are at depth and retrieval of the same after pull-out-of-hole of the tubing string. Post job report on gun performance after detailed inspection and recommendations for future operations.

Provision of TCP Supervisor and additional Personnel for:-

- (i) Pre Job planning and Post Job management.
- (ii) Proper Storage & Transportation for of all guns, explosives, charges etc. along with firing head and TCP accessories.
- (iii) Make-up of TCP assembly including packer with tubing string at well-site.
- (iv) Run-in-hole of the TCP assembly at the well-site.
- (v) Setting of packer.
- (vi) Detonation of the TCP guns once guns are at depth.
- (vii) Pull-out-of-hole of TCP assembly after the completion of the well test.
- (viii) Trouble shooting for any TCP assembly and or its accessories for any failure, its consequent repair for successful detonation of TCP guns in well.
- (ix) Redressing procedures of TCP assembly including packer at workshop and/or at well-site.
- (x) Able to handle disarming of loaded guns in the event of misfire, maintaining all statutory norms.
- (xi) Pre-Job and Post-Job Inspection and any other service required to ensure an efficient sure-fire perforating operation.
- (xii) Furnishing documentation which will include but not limited to detailed technical specifications for all parts of the TCP assembly including packer, equipment certification, inventory report, QA/QC procedures, operating procedures and detailed Post Job report.
- (xiii) Building a facility for TCP service package equipment's storage, transportation, servicing / redressing, repair/make-up etc. at Company's well site & supply base.

**4.4 SURFACE WELL TEST:** The Surface Well Testing service shall consist of following:

- (a) Service of 5K psi surface equipment like surface well control head, choke manifold, oil and gas separator with oil and gas flow meter, pumps, automatic remote controlled surface safety valves, adequate surface flow lines, temperature/pressure and flow measurement, Data acquisition facilities, ESD systems, spares and any other materials required to perform production testing services.
- (b) Provision of Surface Well Testing (SWT) Supervisor and additional Personnel for:
  - (i) Pre Job planning and Post Job management.
  - (ii) Ensuring 100% efficient combustion of well fluids (including formation water) through Oil & Gas flaring stack.
  - (iii) Installation of the Surface Production Testing package at the well site & piping line -up for flare pit/stack.
  - (iv) Pressure testing of surface equipment and flow lines.
  - (v) Relief valve calibration.
  - (vi) Flow initialization and testing.
  - (vii) Surface Data acquisition including but not limited to Flowing/Shut-in Pressures, Temperatures, Oil-Gas-Water Flow Rates etc.
  - (viii) Operation and maintenance of surface well test equipment.
  - (ix) Surface PVT Sample collection and analysis of the same in a suitable chemical laboratory.
  - (x) Trouble shooting for any problems in surface flow lines / surface equipment.
  - (xi) System Inspection and any other service required to ensure an efficient Surface Well Test Testing operation.



- (c) Objective of the Surface Well test are broadly:
- (i) Flow rate data acquisition. Reservoir pressure & temperature survey and analysis.
  - (ii) Representative reservoir fluid collection and fluid sample analysis-compositional analysis.
  - (iii) Well deliverability, AOF-for gas wells, skin, permeability, reservoir Boundaries (presence of faults, oil-water contacts) etc. Hydrocarbon-In-place estimates.
  - (iv) Final well test report preparation and submission.
  - (v) To build facility set up for Production Testing tool/equipment storage, equipment servicing and testing, spare part stock etc. at Company's well site/Contractors base.

#### **4.5 COILED TUBING SERVICE (CTU/NPU)**

The job will involve unloading and activation of newly drilled wells using **Coiled Tubing Unit (CTU)** and **Nitrogen Pumping Unit (NPU)** units:

- a) It involves lowering of coiled tubing in stages to the bottom of the well or to the final depth as decided by the Company and displace the well fluid with nitrogen to the desired volume/ depth and make the well displace on its own.
- b) The job will also be applicable for unloading and lowering of fluid levels of wells prior to perforations.
- c) For well killing, the Contractor shall provide service of CTU if required. It involves lowering of coiled tubing in stages to the bottom of the well or to the final depth as decided by the Company and displace the well fluid with kill fluid to the desired volume/ depth and create overburden so that there is no inflow of reservoir fluid into the wellbore. Well Killing operation will be carried out for testing higher up zones & for well abandonment. To rig-up CTU with Rig contractor's kill pump / cementing pump, sufficient amount of high pressure piping should be made available at well site by the contractor. The piping shall be pressure tested prior to execution of killing job.

#### **5.0 SAFETY, HEALTH AND ENVIRONMENT**

- a) The Vendor/Contractor/Service Provider shall have to comply with the applicable and prevailing provisions of Mines Act, Rules & Regulations, and Guidelines & Directives of Government of GABON.
- b) All the personnel deployed should have approved PPE as per international practice and perform duty in accordance with Contractor's own HSE policy. In addition to above all the contractor's personnel at well site must comply with OIL's internal HSE policy, if needed.

#### **6.0 MANPOWER**

The Contractor shall supply an experienced testing crew, including a multi service operator capable of performing all of the above services, to operate and maintain the Contractors equipment. The crew will maintain the Contractor's testing equipment in a constant state of operational readiness.

- (i) The Service provider/Contractor will deploy 1 (one) Surface Well Test Supervisor [competent, qualified and trained personnel] with minimum five (05) years

independent experience in Surface Production Testing Services and other associated services as on **date of publication of EOI**.

- (ii) The Service provider/Contractor shall deploy DST specialist, TCP Specialist, Gauge Specialist with minimum experience of three (3) years in their respective field of work. Operator for DST/SWT/TCP and Operator for CTU/NPU or Slick Line [Optional] will be provided by the Contractor as per job requirement as and when required. Deployment pattern should be optimal for rendering specific service.
- (iii) The Service provider / Contractor shall submit the bio-data of personnel proposed to be deployed for services mentioned in the EOI/tender document.
- (iv) Personnel must be in possession of Gabon Visa, Work Permit, and Yellow Fever Vaccination etc. as per requirement, which shall be arranged by the Contractor.
- (v) Company will provide boarding & lodging facility at site for Surface Well Test Supervisor and any two other Contractor's personnel [Total three] at a time.

## **7.0 PRE-QUALIFYING CRITERIA**

The Vendor/Contractor/Service Provider must fulfil the following minimum prequalifying criteria to be eligible for empanelment/short-listing and issue of tender document by Company for DST & SPT Service together with supply of manpower & consumables.

- (i) The service provider must be in possession of DST tools, TCP equipment, CTU, NPU, slick line unit & all necessary surface equipment set up required for carrying out well testing. Bidder to provide list of all these equipment and resources in details with year of manufacture.
- (ii) The Service provider/Bidder shall have experience of successfully executing similar nature of well testing by using DST, TCP, SWT, CTU, NPU etc. for at least 2 (two) wells with minimum well depth range of 2600 m during the last 7(Seven) years to be reckoned from the EOI publication date.

### **OR**

The Service provider/Bidder must have successfully executed at least one(1) contract of Surface Well Testing, Drill Stem Testing, Coiled Tubing Unit and Nitrogen Pumping Unit Services for a minimum period of 1(one) year during the last Seven (7) years preceding to the publishing date of this EOI.

- (iii) The Service provider/Bidder to confirm completion of mobilization of all resources of DST, TCP, SWT, CTU, NTU Services including manpower within **90 days** [maximum]. Offers indicating mobilization time more than **90** [ninety] days will be rejected.
- (iv) The Service provider/bidder must confirm to provide the key personnel having minimum 5 years experience and submit the bio-data of personnel proposed along with the offer. The personnel should be fluent in English (both reading & writing). Knowledge of French language will be an added advantage.
- (v) The Service provider/Bidder must confirm to provide DST, TCP, SWT, CTU, NPU Services with complete well testing equipment and adequate quantity of spares/ consumables required to carry out a successful well testing operations. Bidder must be capable to supply 3.1/2" x 12.95 ppf x N-80 x EUE tubing of minimum

3500 m on rental basis for DST string. For contingency plan, bidder has also to supply 2.3/8" x 5.95 ppf x N-80 x EUE tubing of minimum 500 m on rental basis if required.

- (vi) The Bidder/Contractor/Service Provider shall have **Annual financial turnover** of minimum **US\$ 966625** (US \$ Nine Hundred Sixty Six Thousand Six Hundred and Twenty Five) only during any of the preceding 03 (three) financial/accounting years reckoned from the original EOI publication date.
- (vii) **Net worth** of Vendor/Contractor/Service Provider must be positive for preceding financial/accounting year.
- (viii) Considering the time required for preparation of Financial Statements, if the last date of preceding financial / accounting year falls within the preceding six months reckoned from the EOI publishing date and the Financial Statements of the preceding financial / accounting year are not available with the bidder, then the financial turnover of the previous three financial/accounting years excluding the preceding financial / accounting year will be considered. In such cases, the Net worth of the previous financial / accounting year excluding the preceding financial / accounting year will be considered. However, the bidder has to submit an affidavit/undertaking as per **ANNEXURE-V** certifying that 'the balance sheet/Financial Statements for the financial year ..... has actually not been audited so far'.

**NOTES:**

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

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

**OR**

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

(b) In case the Audited Balance Sheet and Profit Loss Account submitted along with the EOI are in currencies other than US\$, the Vendors/Contractors/Service Providers shall have to convert the figures in equivalent US\$ considering the prevailing conversion rate on the date on which the Audited Balance Sheet and Profit & Loss Account is signed.

- (ix) In case the bidder is a subsidiary company (should be a 100% subsidiary of the parent/ultimate parent/holding company) who does not meet financial criteria by itself and submits bid based on the financial strength of its parent/ultimate

parent/holding company, then following documents need to be submitted along with the technical bid:

- a) Audited Balance Sheet and Profit Loss Account of the parent/ ultimate parent/ holding company **or** a CA Certificate.
  - b) Corporate Guarantee of parent/ultimate parent/Holding company (as per format enclosed as **ANNEXURE-VI** by the authorized officials.
  - c) The bidder is a 100% subsidiary company of the parent/ultimate/holding parent company.
  - d) Documents proving that Net worth of the parent/ultimate parent company is positive for the accounting year preceding the EOI publishing date”.
- (x) **Bids from Consortium:** In case, the bidder is consortium of companies, the following requirement should be satisfied by the bidder:
- (a) The Leader of the consortium should satisfy the minimum experience requirement as per **para/clause No. 7.0 (i) to (v)**, above. However, at least any one of the consortium members individually shall have to meet the Annual financial turnover criteria mentioned in **para/clause No. 7.0 (vi) to (ix)** above and the other members of Consortium should meet minimum **USD 483312** (US Dollar Four Hundred Eighty Three Thousand Three Hundred and Twelve) only turnover by each member.
  - (b) **Net worth** of all the individual consortium members should be Positive for preceding financial / accounting year.
  - (c) Consortium bids shall be submitted with a Memorandum of Understanding between the consortium members duly executed by the authorized Executives of the consortium members must accompany the EOI/bid which should clearly defining the role/scope of work of each partner/member and should clearly define the leader of consortium. Memorandum of Understanding (MOU) must also state that all the members of consortium shall be jointly and severally responsible for discharging all obligations under the Contract. However, the Leader of the Consortium must submit an undertaking along with the EOI/technical bid towards unconditional acceptance of full responsibility for executing the 'Scope of Work' of this bid document. In case of award, such MOU shall be kept valid through the entire contract period, including extensions, if any. The following provisions should also be incorporated in the MOU executed by the members of the Consortium:
    - (i) Only the Leader of the consortium shall submit the EOI/bid document on behalf of the consortium. The other members of the Consortium shall ratify all the acts and decisions of the Leader of Consortium, which are taken in connection with and/or during the evaluation of the tender and execution of the contract.
    - (ii) The leader of the consortium on behalf of the consortium shall coordinate with OIL during the period the EOI/bid is under evaluation as well as during the execution of works in the event

contract is awarded and he shall also be responsible for resolving dispute/ misunderstanding/undefined activities, if any, amongst all the consortium members.

- (iii) Any correspondence exchanged with the leader of consortium shall be binding on all the consortium members.
- (iv) Payment shall be made by OIL only to the leader of the consortium towards fulfilment of contract obligations.
- (v) In case of Consortium bids, the EOI/bid shall be signed by the leader of Consortium. The Power of Attorney from each member authorizing the leader for signing and submission of EOI/Bid on behalf of individual member must accompany the EOI/Bid offer.
- (vi) Documents/details pertaining to qualification of bidder of document attached with the EOI/bidding documents must be furnished by each partner/member of consortium complete in all respects along with the EOI/bid clearly bringing up their experience especially in the form of work in their scope.
- (vii) Signing of Contract: In the event of award of contract to the consortium, the contract to be signed by the members of the consortium and the liability of each one of them shall be jointly and severally.
- (viii) Members of the consortium are not allowed to quote separately/independently against this EOI/tender. All the EOI/bids received in such case will be summarily rejected. Further, all EOI/bids from parties with technical support from the same Principal will be rejected.
- (xi) **BIDS from 100% subsidiary:** Bids of those bidders, who themselves do not meet the experience criteria as stipulated in the tender, can also be considered provided the bidder is a 100% subsidiary company of the parent company which itself meets the experience criteria. In such case, as the subsidiary company is dependent upon the experience of the parent company with a view to ensure commitment and involvement of the parent company for successful execution of the contract, the participating bidder should enclose an agreement (as per format enclosed vide **Proforma-A**) between the parent company and the subsidiary company and Corporate Guarantee (as per format enclosed vide **Proforma-B**) from the parent company to OIL for fulfilling the obligation under the contract, along with the technical bid. However, the parent/subsidiary company of the Bidder/Contractor/Service Provider should on its own meet the experience criteria as stipulated in the Pre-Qualifying Criteria and should not rely for meeting the experience criteria on its sister subsidiary / co-subsiary company or through any other arrangement like Technical Collaboration agreement.

## 8.0 DOCUMENTS:

Bidders must furnish documentary evidences in support of fulfilling all the above requirements as under:

- i) **Technical Specification** for DST, TCP, SWT, CTU, NPU Services: Brief Technical Specification relating to DST, TCP, SWT, CTU, NPU equipment along with specifications, drawings of all equipment to be used in Primary services are to be provided. Bidder to provide list of all these equipment and resources in details with year of manufacture.
- ii) **Work Experience of Bidder** for DST, TCP, SWT, CTU, NPU Services: Pursuant to clause No. 7.0 (i) & (ii) above, a statement in tabular form as per **Annexure-I** establishing successful execution of job to be furnished along with the following documents issued by the clients as a proof of work experience:
  - (a) Copies of contracts / Letter of Award containing contract period, number of wells, well depths, type of well, place, contract duration etc.

**AND**

  - (b) Completion certificates/Payment certificates of the contracts executed issued by the clients against Sl. No. 8.0 (ii)(a) above.
- iii) **Financial turnover of bidder:** The following financial documents has to be provided for proof of Annual Financial Turnover of the bidder:
  - (a) Audited Balance Sheet along with Profit & Loss account preceding the 03 (three) financial/accounting years reckoned from the original EOI publication date.

**OR**

  - (b) A Certificate issued by a practicing Chartered /Cost Accountant certifying the Annual turnover & Net worth as per format prescribed in **ANNEXURE-II**.
- iv) **Manpower:** An undertaking as per **ANNEXURE-III** that the Bidder/Service Provider has the key personnel meeting the requisite qualification & experience as indicated herein and can deploy them for job execution in the event of an Agreement.
- v) **Mobilization:** Bidder/Service Provider should confirm to mobilise their resources including manpower within **Ninety (90) days** from issue of Letter of Award (LOA) or Mobilization Notice by the company in the event of an Agreement.
- vi) MOU or legally acceptable documents in support of tie-up arrangements must be furnished in respect of formation of Consortium or Corporate Guarantee for 100% subsidiary, as may be applicable, pursuant to Para/Clause No. **7.0 (ix) to (xi)** above which shall be addressed to OIL indicating the EOI Number and shall remain valid and binding during the execution of work till completion of contract period, in case of agreement along with the EOI/technical bid.
- vii) Vintage of the offered equipment shall not be more than 5 years as on **12.12.2019**. The Bidder must furnish certificate/ documents in this regard.
- viii) Details of company's Health, Safety and Environmental Policy and Programme together with HSE Management System.

## 9.0 GENERAL NOTES:

- (i) All documents submitted alongwith the EOI must be self certified by the Vendor/Contractor/Service Provider and should be clear & legible.
- (ii) All certificates and documentary evidences required to be submitted in support of Para 8.0 [(i) to (viii)] above should be clearly legible and in English. If any certificate is submitted other than English language, it should be translated to English by a certified translator. Illegible and incomplete certificates or documents will not be considered for evaluation.
- (iii) The EOI is liable to be ignored in case of submission of any misleading / false/inconsistent representation by the Vendor/Contractor/Service Provider. Accordingly, service provider/vendor to submit the Undertaking of authenticity of information/documents submitted as per **ANNEXURE-IV**.
- (iv) Vendor/Contractor/Service Provider must agree to abide by the law of Gabon for all purposes.
- (v) In case of award of contract, the Service Provider/Contractor if 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. The Contractor should arrange for re-export of equipment within the period of notice of de-mobilization issued by the Company. If the re-export is not completed within the specified period, customs duty, penalty etc. levied by customs authorities for such delay shall be to Contractor's account and same will be deducted by the Company from Contractor's bills and security deposit.
- (vi) OIL INDIA LIMITED reserves the right to ignore any or all EOIs and also to curtail/enhance the scope of work stated above, if required, without assigning any reason thereof.

## 10.0 SUBMISSION OF EOI:

- 10.1 Interested Parties/Vendors/Contractors/Service Providers having relevant experience and expertise (details are available at OIL's website-[www.oil-india.com](http://www.oil-india.com) OR <http://oil-india.com/NExpressionOfInterest>) are invited to submit their EOI(s) at our e-mail id: **oilgabonproject@gmail.com** within **12<sup>th</sup> December'2019**, followed by hard copies of the same in sealed envelopes super-scribing "**EOI for Hiring DST & SPT Services with all Equipment, Consumables and Manpower for exploratory Drilling in Gabon**" through courier/post/safe-hand to the below address:

**GENERAL MANAGER (GABON PROJECT)**  
**OIL INDIA LIMITED, GABON PROJECT**  
**La Sablière, Immeuble FIDJI, (près de l'ancienne Cour Constitutionnelle)**  
**BP:23134 Libreville, Gabon, Tel : +(241)-01442992,**  
**E-mail: oilgabonproject@gmail.com**

Vendor/Contractor/ Service Provider may also upload their offer in their FTP server/File sharing website (portal) and the link(s) may be provided to us at our e-mail within the above specified period.

- 10.2 Oil India Limited reserves the right to (a) either accept or reject any/all EOIs; (b) cancel the process, without assigning any reasons whatsoever

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**EXPERIENCE STATEMENT OF SERVICE PROVIDER**

Detail of Experience in providing **Hiring DST & SPT Services with all Equipment, Consumables and Manpower** during last 7 (seven) years preceding EOI publication date.

| SI No | Contract No | Name & Contact details of Client | Place of Operation/ Well Details | Depth of wells | Well Pressure/ Temp. (Range) | Start of contract | Completion of contract |
|-------|-------------|----------------------------------|----------------------------------|----------------|------------------------------|-------------------|------------------------|
|       |             |                                  |                                  |                |                              |                   |                        |
|       |             |                                  |                                  |                |                              |                   |                        |
|       |             |                                  |                                  |                |                              |                   |                        |
|       |             |                                  |                                  |                |                              |                   |                        |

N.B: Please add rows as required.

\*\*\*\*\*

**ANNEXURE – I(a)**

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

| SI No | Contract No | Name & Contact details of Client | Place of Operation/ Well Details | Depth of wells | Well Pressure/ Temp. (Range) | Start of contract | Completion of contract |
|-------|-------------|----------------------------------|----------------------------------|----------------|------------------------------|-------------------|------------------------|
|       |             |                                  |                                  |                |                              |                   |                        |
|       |             |                                  |                                  |                |                              |                   |                        |
|       |             |                                  |                                  |                |                              |                   |                        |
|       |             |                                  |                                  |                |                              |                   |                        |

N.B: Please add rows as required.

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## CERTIFICATE OF ANNUAL TURNOVER & NET WORTH

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

**TO WHOM IT MAY CONCERN**

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

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

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

Place:

Date:

Seal:

Membership No. :

Registration Code:

Signature

⌘⌘⌘⌘⌘⌘⌘⌘⌘⌘⌘⌘

**ANNEXURE-III**

Format of undertaking by Bidders towards key personnel meeting the requisite qualification & experience and can deploy them for job execution in the event of an Agreement.

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

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

Date \_\_\_\_\_

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

**Ref: Your EOI/tender No.** \_\_\_\_\_ **Dated** \_\_\_\_\_

To,  
The GM-GABON PROJECT  
GABON PROJECT,  
OIL, LIBREVILLE(GABON)

**Sir,**

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

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

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

Signature of Authorised Signatory

Name :

Designation :

Phone No. :

Place :

Date :

(Affix Seal of the Organization here, if applicable)

Format of undertaking by Bidders towards submission of authentic information/documents  
(To be typed on the letter head of the bidder)

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

Date \_\_\_\_\_

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

**Ref: Your EOI/tender No.** \_\_\_\_\_ **Dated** \_\_\_\_\_

To,  
The GM-GABON PROJECT  
GABON PROJECT,  
OIL, LIBREVILLE(GABON)

**Sir,**

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

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

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

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

Signature of Authorised Signatory

Name :

Designation :

Phone No. :

Place :

Date :

(Affix Seal of the Organization here, if applicable)

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

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

**TO,**

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

**Sub: Undertaking for Balance sheet/Financial Statements**

**Ref: EOI No: EOI/OIL/GABON/DST&SPT/09/2019**

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

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

Signature of Authorised Signatory

Name :

Designation :

Phone No. :

Place :

Date :

*(Affix Seal of the Organization here, if applicable)*

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

**(Delete whichever not applicable)**

**(TO BE EXECUTED ON COMPANY'S LETTER HEAD)**

**DEED OF GUARANTEE**

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

WHEREAS

M/s. Oil India Limited (hereinafter referred to as OIL) has invited offers vide their Tender No.  
**EOI/OIL/GABON/DST&SPT/09/2019** for ..... and M/s  
..... (Bidder) intends to bid against the said tender and desires to have  
Financial support of M/s ..... [Parent/Ultimate Parent/Holding Company(Delete  
whichever not applicable)] and whereas Parent/Ultimate Parent/Holding Company(Delete  
whichever not applicable) represents that they have gone through and understood the  
requirements of subject tender and are capable and committed to provide the Financial support  
as required by the bidder for qualifying and successful execution of the contract, if awarded to  
the bidder.

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

1. The Guarantor confirms that the Bidder is a 100% subsidiary of the Guarantor.
2. The Guarantor agrees and confirms to provide the Audited Annual Reports of any of the preceding 03(three) financial/accounting years reckoned from the original bid closing date.
3. The Guarantor have an annual financial turnover of minimum **US\$** ..... during any of the preceding 03(three) financial/accounting years reckoned from the original Bid Closing Date.
4. **Net worth** of the Guarantor is positive for preceding financial/ accounting year.
5. The Guarantor undertakes to provide financial support to the Bidder for executing the project/job, in case the same is awarded to the Bidder.
6. The Guarantor represents that:  
(a) this Guarantee herein contained shall remain valid and enforceable till the satisfactory execution and completion of the work (including discharge of the warranty obligations) awarded to the Bidder.

- (b) the liability of the Guarantor, under the Guarantee, is limited to the 50% of the annualized contract price entered between the Bidder and OIL. This will, however, be in addition to the forfeiture of the Performance Guarantee furnished by the Bidder.
- (c) this Guarantee has been issued after due observance of the appropriate laws in force in Gabon.
- (d) this Guarantee shall be governed and construed in accordance with the laws in force in Gabon and subject to the exclusive jurisdiction of the courts of ....., Gabon.
- (e) this Guarantee has been given without any undue influence or coercion, and that the Guarantor has fully understood the implications of the same.
- (f) the Guarantor has the legal capacity, power and authority to issue this Guarantee and that giving of this Guarantee and the performance and observations of the obligations hereunder do not contravene any existing laws.

For and on behalf of  
(Bidder)

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

Witness:

1.

2.

Witness:

1.

2.



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

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

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

**WHEREAS**

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

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

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

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

For and on behalf of

(Bidder)

M/s.

Witness:

1)

2)

For and on behalf of

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

M/s.

Witness:

1)

2)

**PARENT COMPANY/ SUBSIDIARY COMPANY GUARANTEE**

*(Delete whichever not applicable)*

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

***DEED OF GUARANTEE***

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

**WHEREAS**

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

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

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

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

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

1. The Guarantor (Parent Company / 100% Subsidiary Company *(Delete whichever not applicable)*) unconditionally agrees that in case of nonperformance by the Company of any of its obligations in any respect, the Guarantor shall, immediately on receipt of notice of demand by OIL, take up the job without any demur or objection, in continuation and without loss of time and without any cost to OIL and duly perform the obligations of the Company to the satisfaction of OIL.

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

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

M/s \_\_\_\_\_

Signature \_\_\_\_\_

Name \_\_\_\_\_

Designation \_\_\_\_\_

Witness:

1. Signature \_\_\_\_\_  
Full Name \_\_\_\_\_  
Address \_\_\_\_\_

Common seal of the Company: \_\_\_\_\_

Witness:

2. Signature \_\_\_\_\_  
Full Name \_\_\_\_\_  
Address \_\_\_\_\_