



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

**CONTRACTS DEPARTMENT**  
P.O: DULIAJAN, DIST: DIBRUGARH  
ASSAM (INDIA), PIN-786602  
Tel: +91-374-280 0548  
Fax: +91-374-280 3549  
Email: [contracts@oilindia.in](mailto:contracts@oilindia.in)  
Website: [www.oil-india.com](http://www.oil-india.com)

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

**EXPRESSION OF INTEREST**

**EOI No. OIL/EOI/O/21/2017-18**

Oil India Ltd. (OIL), a leading E&P company of India is intended to undertake Production Enhancement from its mature Oil & Gas Fields under a "Production Enhancement Contract (PEC)" with suitable Service Providers (SP) of global repute who have the expertise, financial capability and in-house technical resource to increase production and the recovery factor from such fields.

The global Oil & Gas Service Providers who have enough experience and capabilities in this field and meet the qualification criteria as per EOI Pre-qualification criteria are requested to visit OIL's web site <http://oil-india.com> under Vendors-> "Expressions Of Interest" for further details and submit their proposal as per details procedure mentioned on the EOI on or before 04.04.2018 up to 15:30 Hrs IST.

(A J Sarmah)  
DGM Contracts (Global)  
For CGM-Contracts  
For Resident Chief Executive

# **OIL INDIA LIMITED**

## **EXPRESSION OF INTEREST (EOI)**

**FOR**

**"PRODUCTION ENHANCEMENT CONTRACT IN MATURE OIL AND GAS  
FIELDS"**

**EOI NO. OIL/EOI/O/21/2017-18**

**EOI ISSUENCE DATE : 16.03.2018**

**Last Date of submission of EOI : 04.04.2018 upto 15:30 Hours**

**Place of Submission of EOI :**

**CGM-CONTRACTS  
OIL INDIA LIMITED  
Contracts Department  
P.O. Duliajan-786602  
Dist. Dibrugarh, Assam, India  
E-mail: eoi-contracts@oilindia.in**

**EXPRESSION OF INTEREST (EOI)**  
**FOR "PRODUCTION ENHANCEMENT CONTRACT IN MATURE OIL' AND**  
**GAS FIELDS" OF OIL INDIA LIMITED**

**1.0 Introduction**

OIL INDIA LIMITED, a Government of India Enterprise, is a premier oil & gas company engaged in exploration, production and transportation of crude oil (~65,000 bbl/day), natural gas (~265 MMscf/day) and LPG (~137 tonnes/day) with its headquarters at Duliajan in the Dibrugarh district of Assam, India. The company has operating interests across the country as well as in several foreign countries. The major oil & gas producing assets of the company are located in Upper Assam Basin of North East India. The operational area is spread over a radius of around 60 km from field head quarters at Duliajan. Duliajan has railway and air connectivity with the nearest airport at Dibrugarh, 50 km away.

**2.0 Objective**

OIL intends to undertake production enhancement from its mature oil and gas fields under a "Production Enhancement Contract (PEC)" with suitable Service Providers (SP) of global repute who have the expertise, financial capability and in-house technical resource to increase production and the recovery factor from such fields. The duration of the PEC will be 15 years or more and the SP will be required to commit to invest in CAPEX and OPEX to increase production from the existing "Baseline" production. The remuneration model will be a tariff which is to be paid in US\$/barrel of oil and US\$/MMBtu for gas for any "Incremental" hydrocarbon produced and saved over the Baseline. Baseline shall be prepared by OIL and vetted & certified by a third party of international repute.

**3.0 Production Enhancement Contract (PEC)**

To achieve this objective, OIL intends to invite global Oil & Gas Service Providers with technical & financial strength with firm commitment to invest and possessing capabilities in the domains of G&G, Reservoir Characterization and Simulation, Drilling & Well Completion and overall Asset Management, to carry out production





enhancement from mature oil and gas fields. This may include integrated Sub Surface, Drilling & Surface activities and preparation, updating & execution of Field Development Plans (FDP).

Interested Service Providers(SP) must demonstrate integrated capabilities across the entire value chain as well as experience of executing PECs successfully. Service Providers will be required to meet the below mentioned pre-qualification criteria.

#### **4.0 Broad Scope of work:**

The scope of work includes but not limited to following:

- i. G&G including reservoir modelling
- ii. Resource & Reserves assessment of the field
- iii. Integrated Asset development for production enhancement in order to improve recovery factor of the field.
- iv. Reservoir health management in line with GIPIP (Good International Petroleum Industry Practices)
- v. Surface facility Optimization/ Induction of new facilities
- vi. Induction of new technology / IOR/EOR planning and execution
- vii. Statutory clearance of identified locations including LAQ
- viii. Application of best practices in Health Safety and environment (HSE)
- ix. Production co-management through asset management services.
- x. Any other activity for reservoir health and production improvement

For all the above activities, the Service Provider will be required to invest CAPEX and OPEX for execution of the development plans to achieve production enhancement.

#### **5.0 Pre-Qualification criteria**

Considering the complexities as well as the contract period of Fifteen (15) years, it is anticipated that the prospective Service Provider (SP) may be one who is technically as well as financially competent on its own or a new venture could be created wherein the entity may be banking upon its related companies controlled by an ultimate holding company. Hence for the purpose of meeting the criteria required made below mentioned at para 5, the term Service Provider (SP) would cover such single entity or such related companies controlled however by an ultimate holding company.



**a) Service Provider Experience**

- i. Service Provider should be a registered company / LLC
- ii. Service Provider should have a minimum 3 (three) years of experience in executing PEC Contract in the last 10 years on the date of publishing EOI offer for production enhancement of oil & gas.
- iii. Service Provider should have a minimum cumulative aggregate investment of USD 300 million in the above mentioned PECs .

**b) Technical Criteria**

Service Provider on its own and wherever permitted through sub-contracting arrangement should have competencies as per an **Annexure-I**. In case Service Provider (SP) intends to bid (at the time of formal tender) on the basis of technical experience of such company(ies) that are controlled by an 'ultimate controlling company', the requirements at **Annexure-II** must be met. The prospective Service Provider(s) are required to go through the requirements and confirm in their offer to this EOI, if they will be opting for such arrangement.

**c) PEC Experience**

To demonstrate their capabilities, the Service Provider should provide the following information:

- i. Number of projects currently under PEC contracts along with volume of oil and gas produced under each project.
- ii. Details of infrastructure under PEC contracts
- iii. List of the technology utilised for each of the PEC contracts.
- iv. PEC contracts experience case studies.
- v. Year wise investments made in PEC contracts.

Details of the PEC contracts are to be provided as per an **Annexure-III**. Further, the SP shall specify their experience in IOR / EOR projects for PEC / Integrated service contracts (details/case studies to be submitted).

**d) Financial performance**

At the time of formal tender, the Service Provider (SP) on its own or through its financial supporting company will be required to meet the financial criteria requirement



as per an **Annexure-IV**. However at EOI stage to assess financial strength / capability, the firm should provide their audited annual accounts to substantiate that the turnover of the SP / ultimate holding company is more than US\$ 1Billion.

#### 6.0 The Service Provider shall also provide following information:

##### a) Technology Centres

The Service Provider (SP) to provide the details of Technology Centres/R&D institutes setup with relevant supporting documents as below:

- Technology Centres /R&D institutes available globally
- Technology Centres /R&D institutes available in India

##### b) Indian establishment

Service Provider or its direct, intermediate or ultimate Parent, or their direct or indirect subsidiaries (i.e. affiliates of the Service Provider) should provide details of expertise and experience in India incorporating the following information.

- i) Number of establishments in India and their Locations
- ii) Number of employees in India
- iii) List of in-house Oil and Gas Technologies that can be provided in India

#### 7.0 Contact Person details of the Service Provider (SP)

- a) Name :
- b) Position :
- c) Telephone Number :
- d) Fax Number :
- e) Address :
- f) E-mail :

#### 8.0 Undertaking by Service Provider (SP)

The following undertaking shall be provided by the intending Service Provider: -

***"The information provided in the support of qualification criteria is factually correct and the company meets the pre-qualification criteria".***

#### 9.0 General Instruction on Submission of EOI:

- a) Interested parties meeting the pre-qualifying criteria as above are invited to submit their EOI at our e-mail id: [eo-contracts@oilindia.in](mailto:eo-contracts@oilindia.in) within 04.04.2018 upto 15:30 Hours, followed by hard copies of the same through courier/post super-scribing "Expression of Interest No.: OIL/EOI/O/21/2017-18" at the following address:



**CGM-CONTRACTS  
OIL INDIA LIMITED  
CONTRACTS DEPARTMENT  
P.O. DULIAJAN-786602  
DIST. DIBRUGARH, ASSAM, INDIA  
*E-mail: [Contracts@oilindia.in](mailto:Contracts@oilindia.in)***

- b) 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.
- c) The offer(s) should have clear indication of meeting the requisite experience and Financial criteria as mentioned in Pre-qualifying criteria.
- d) Oil India Limited reserves the right to (a) either accept or reject any / all EOI(s) (b) cancel the process without assigning any reason what so ever.
- e) EOI is intent for PEC on long term basis and its provision are non-binding in nature.

**10.0** Interested Service Providers (SP) must respond to this notification within **04.04.2018 upto 15:30 Hours IST** with a covering letter super-scribing the EOI Number "Expression of Interest No.: OIL/EOI/O/21/2017-18". Clarifications, if any should also be forwarded to the following address:

Name	: Mr. P K Kakoty
Designation	: Chief General Manager (G&R)
Address: Office of OIL	: G&R Department, Oil India Limited
Phone	: 08811062724 (Mob)
E-mail	: <a href="mailto:pkkakoty@oilindia.in">pkkakoty@oilindia.in</a>

**11.0 GENERAL NOTES:**

- (a) All documents submitted along with the EOI must be self-certified by the Service Provider and should be clear & legible.
- (b) The EOI is liable to be ignored in case of submission of any misleading/ false representation by the Service Provider.
- (c) OIL INDIA LIMITED reserves the right to ignore any or all EOIs without assigning any reasons thereof.
- (d) OIL INDIA LIMITED reserves the right to curtail/enhance the scope of work stated above or cancel, if required, without assigning any reason thereof.
- (e) **Based on the responses received against this invitation, OIL intends to short-list the bidders/ Service Provider who meet the minimum qualifying criteria given in Para 5.0 above. Bids shall then be invited from those short-listed bidders/ Service Provider through formal Tender specifying detailed BEC/BRC for award of contract.**



**11.0** A Pre-tender conference of prospective service providers shall be held at Duliajan on 09.04.2018. Time & exact venue shall be intimated later on.

**Annexures to the EOI**

**Annexure-I :** Technical Criteria for the Service Providers (Part-A: In-house capability of Service Provider, Part-B: Either in-house or through sub-contract with approval of OIL)

**Annexure-II:** For bid submitted on the basis of technical experience of such companies which are controlled by an ultimate controlling company.

**Annexure-III:** PEC Experience Annexure with details of Projects done and Projects undergoing for the SP

**Annexure-IV:** Financial Capability of the SP with Turn Over, Net Worth etc.

**Annexure-V:** Certificate Of Annual Turnover & Network

**Annexure-VI:** Gurantee by the Supporting Company/Gurantor





**Annexure-I****Pre-qualification Criteria: Technical Criteria for the SP****Part-A: Mandatory in-house services of SP**

SI No.	Area	Capability * (In house)
1	G&G including Reservoir Modelling	
2	Drilling & well completion	
3	Logging	
4	Well Stimulation including HF	
5	IOR / EOR Techniques	

**\*Relevant capability documents with brochures, catalogues and case studies to be submitted.**

**Part-B: Either through in-house or through sub- contracting**

SI No.	Area	Capability * ( In house / Others)
1	Production Services including Artificial lift, monitoring and optimization, well optimization, flow assurance and others	
2	Surface facilities including design, de-bottlenecking & execution	
3	Mud & Cementation Services	
4	Well Intervention Services (Fishing, rigless services etc.	
5	HSE	

**\*Relevant capability documents with brochures, catalogues and case studies to be submitted**

**In case bid is proposed to be submitted on the basis of technical experience of such companies that are controlled by a 'ultimate controlling company':**

(For the purpose of this clause 'ultimate controlling company' is the one that holds more than fifty percent of the paid up share capital of each of the companies viz. the bidding company, all the supporting companies, intermediate company and 'any other company' mentioned in the clause.)

Offers of those bidders (**not under consortium arrangement**) who themselves do not meet the technical experience criteria stipulated in the Pre-Qualification Criteria/ BEC can also be considered based on the experience of the company within the 'ultimate controlling company' subject to meeting of the following conditions;

- i. Provided that the supporting company and the bidding company are both controlled by an ultimate controlling company either directly or through its intermediate company or through 'any other company' within the ultimate controlling company.
- ii. Provided that the supporting company on its own and not through any other arrangement like Technical collaboration agreement meets the technical experience criteria stipulated.
- iii. Provided that with a view to ensure commitment and involvement of the ultimate controlling company for successful execution of the contract, the bidding company shall enclose an agreement (**as per format**) between them, their ultimate controlling company and the supporting company.
- iv. Undertaking to provide an additional PBG (as per format and instructions), equivalent to 50% of the value of the PBG to be submitted by the bidding company, is submitted either by Supporting Company which supports the bidding company or the Ultimate Controlling Company.
- v. Provided that the turnover of the ultimate controlling company in the last financial year is more than US\$ 1 billion. Copy of the latest published Audited Annual Report to be submitted by the ultimate/ holding parent company, along with the techno-commercial bid.
- vi. In case of contracts involving multifarious activities such as - (a) manufacturing /supply (b) installation and commissioning (c) servicing and maintenance of any equipment, then in that case, the bidding company can draw on the experience of multiple supporting company(ies) specializing in each sphere of activity, i.e. (a) manufacturing/supply (b) installation and commissioning (c) servicing and maintenance. However, a" the supporting companies and the bidding company should be controlled by an ultimate controlling company, either directly or through its intermediate company or through 'any other company' within the ultimate controlling company.
- vii. In case of scenario at (vi) above, separate agreement for such activity(s) among each supporting, bidding company and the ultimate controlling company shall be submitted as per format. However, in such cases, additional PBG as per clause (iv) above shall be furnished by the ultimate controlling company.

**Note**

A certificate from the statutory Auditor of the bidding company as well as of the supporting company to establish the relationship and equity percentage holding between bidding company and the supporting company or bidding company, intermediary company, supporting company and ultimate controlling company as the case may be. The certificates should be duly certified by the Company Secretary or one of the Directors of the company concerned.

The above certificate should not be more than 30 days old as on the original date of techno-commercial bid opening.





**Annexure-III**

Project Name of the PEC	Customer /Partner	Project Start Date	Project End Date or Duration of the Contract	Project awarded through nomination/ competitive bidding	Peak Volume of Production	Incremental volume of production above baseline	Project details including SP responsibilities and in-house technologies being provided	Is EOR being/ has been implemented in the Project
1	2	3	4	5	6	7	8	9



**Annexure-IV****Financial Capability of the SP**

1. **Turnover of Service provider:** 50% of annualized bid value or more:
2. **Net-worth of Service provider:** 15% of annualized bid value or more
3. **Working Capital:** 15% of annualized bid value or more.

Annual Financial Turnover of the bidder in any of preceding three financial / accounting years, reckoned from the original EOI closing date should be at least USD 1 Billion ~~INR 442 Crores~~ as per the Audited Annual Reports. 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 as per Annexure-V.

Net-worth, working capital shall be based on the latest Audited Consolidated Annual Financial Statements of the bidder with all its subsidiaries.

**NOTES:**

- i) In case the Audited Balance Sheet and Profit Loss Account submitted along with the EOI are in currencies other than INR or US\$, the Service Providers shall have to convert the figures in equivalent INR or US\$ considering the prevailing conversion rate on the date on which the Audited Balance Sheet and Profit & Loss Account is signed. A CA Certificate is to be submitted by the bidder regarding converted figures in equivalent INR or US\$.
- ii) Certificates and documentary evidences required to be submitted in support of financial capabilities 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) Net worth shall mean: "Share capital + Reserves created out of profits and securities premium account (excluding revaluation reserves) - deferred expenditure - Miscellaneous Expenditure to the extent not written off and carried forward Loss - Reserves created out of write back of depreciation and amalgamation".
- iv) The Financial Statements should be audited by the auditors appointed under the statute like Companies Act etc. wherever applicable. In cases of foreign bidders and where Statutory Audit is not required as per law, financial statement should be audited by Chartered Accountant Firm or equivalent (In case of foreign bidder).
- v) Service provider will provide a statement containing the value of each financial parameter required in the tender based on bidder's audited consolidated financial statement as defined in BEC.
- vi) Working Capital shall mean "Current Assets minus Current liabilities" as per latest year's audited consolidated annual Financial Statements.

If the bidder's working capital is inadequate in meeting the tender requirements, then the bidder can make good this shortfall through a line of credit confirming the availability of unutilized line of credit for meeting the shortfall from his banker, through a letter specifically mentioning the tender number. The line of credit should be from Scheduled Commercial Bank working in India or foreign bank in India.

- (iv) For the purpose of ascertaining parameter of Turnover of the Service provider, annual turnover of any of the preceding three financial / accounting years, reckoned from the original EOI closing date shall be considered. The bidder will provide a copy each of audited consolidated annual Financial Statement of bidder with all its



subsidiaries for previous three financial years for ascertaining their turnover. The date (i.e the financial year closing date) of the immediate previous year's audited consolidated annual Financial Statement should not be older than eighteen (18) months from the EOI closing date.

(v)- (a) A Service provider which is not able to meet the financial criteria by itself, can also submit its bid on the basis of financial capability of a Supporting Company provided each of the following conditions are fulfilled:-

1. The Service provider is supported by a supporting company which holds more than fifty percent of the paid up equity share capital of the bidder
2. The supporting company by itself and not through any other arrangement satisfies the financial criteria of the BEC.
3. In such cases, all applicable financial parameters viz. Turnover, Net-worth, Working Capital of the supporting company only will be considered for evaluation and the financial capability of the bidding entity will not be considered for evaluation.

(v)-b. Documents to be submitted by the Service provider, along with its techno-commercial bid, in case it is taking financial support from a supporting company:

1. Audited Consolidated Annual financial statement as detailed above in respect of the supporting company. Bidder will provide a statement containing the value of each financial parameter required in the tender based on supporting company's audited consolidated financial statement as defined in BEC.
2. A Corporate Guarantee from the supporting company in the prescribed format.
3. A certificate from the Statutory Auditor of the bidder as well as of the supporting company to establish the relationship and equity percentage holding between bidder and the supporting company. The certificates should be duly certified by the Company Secretary or one of the Directors of the company concerned.
4. A Resolution passed by the Board of Directors of Supporting company authorising the signatories to execute the corporate guarantee, duly certified by the Company Secretary of the Supporting Company.
5. Undertaking shall be given by supporting company stating that more than 50% share-holding between Supporting Company and Bidding Company shall be maintained till the execution / completion of the contract.
6. Undertaking shall be given by Supporting Company to submit additional PBG equivalent to 50% of the amount of PBG submitted by bidder as per the format provided.
7. Undertaking from the supporting company to the effect that in addition to invoking the PBG submitted by the contractor, the PBG provided by supporting company shall be invoked by OIL due to non-performance of the contractor.

The above certificates/undertakings should be dated after NIT date.



ANNEXURE – VCERTIFICATE 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) for the last three (3) completed accounting years upto 31<sup>st</sup> March, 2017/31<sup>st</sup> December, 2017 (Strike-out whichever is not applicable) are correct.

YEAR	TURN OVER In INR (Rs.) Crores or US \$ Million	NET WORTH In INR (Rs.) Crores or US \$ Million

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

Place:

Date:

Seal:

Membership Code:

Registration No.:

Signature



**ANNEXURE-VI****GURANTEE BY THE SUPPORING COMPANY/GUARANTOR****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 in Registered Office at..... herein after called "the Guarantor" which expression shall, unless excluded by the 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, Dist: Dibrugarh, Assam-786602, India and having Corporate Office at Plot No. 19, Sector-16A, Noida, UP hereinafter called "Company" 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 organized and existing under the laws of..... (Insert jurisdiction/country), having corporate Identity Number..... and its registered office at..... (give complete address) hereinafter called "the bidder or contractor or service provider" as the cobtext may require which expression shall, unless executed by or repugnant to the subject or context thereof, be deemed to include its successor and permitted assigns, a wholly owned subsidiary of the Guarantor, have, in response to the above mentioned tender invited by the Company, submitted their bid no..... to the OIL with one of the condition that the Contractor shall arrange a guarantee from its parent company guaranteeing due and satisfactory performance of the work covered under the said tender including any change herein as may be deemed appropriate by the Company at any stage.

The Gurantor Company holds more than 50% paid up equity capital of the the bidder/contractor/ service provider.

The Gurantor Company meets all the financial criteria parameters stipulated under the aforesaid tender and wishes to support the bidder/contractor/ service provider to make it eligible to submit its bid.

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, financial and such other supports as may be required by the bidder company for successful execution of the same.

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

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

The Guarantor (Parent Company) unconditionally agrees that in case of non-performance by the Contractor of any of its obligations in any respect, the Guarantor shall, immediately on receipt of notice of demand by the Company, take-up the job without any demur or obligation, in continuation and without loss of time and without any cost to the Company and duly perform the obligations of the Contractor to the satisfaction of the Company. In case the guarantor also fails to discharge its obligations herein and complete the job satisfactorily, Company shall have absolute rights for effecting the execution of the job from any other person at the risks and costs of the Guarantor.



The Guarantor also undertakes to make good any loss that may be caused to the Company for non-performance or unsatisfactorily performance by the Guarantor or the Contractor of any of their obligations.

1. In case of award of contract to the bidder, the Guarantor shall provide Performance Bank Gurantee (PBG) to the Company, equivalent to 50% of the value of the PBG to be submitted by the bidding company, in the prescribed format within 15 days from the date of date of issue of LOA, as gurantee of performance by the bidder/contractor/ service provider. The gurantor hereby agrees that decisions by the Company about the performance of the bidder/contractor/ service provider shall be final and shall not be questioned by the gurantor. Gurantor shall have no objection to invocation of Performance Bank Gurantee (PBG) submitted by the Gurantor.
2. The Guarantor agrees that the Guarantee herein contain shall remain valid and enforceable till the satisfactory execution and completion of the work (including discharge of the warranty obligations) awarded to the Contractor.
3. The Guarantor shall be jointly with the Contractor as also severally responsible for satisfactory performance of the contract entered between the Contractor and the Company.
4. The liability of the Guarantor, under this Guarantee, is limited to the value of the contract entered between the Contractor and the Company i.e. upto and in no event shall be Guarantor's liability hereunder, either in its capacity of Guarantor or as a Contractor should it perform the contract in the event of the Contractor's non-performance as per point 1 hereinabove, exceed that of the Contractor under the mutually agreed contract awarded to the Contractor. This will, however, be in addition to the forfeiture of the Performances Guarantees furnished by the Contractor.
5. The Guarantor represents that the Guarantee has been issued after due observance of the appropriate laws in force in India. The Guarantor hereby undertakes that the Guarantor shall obtain and maintain in full force and effect all the government 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 India and subject to the exclusive jurisdiction of the courts of....., India.
7. The Guarantor hereby declares and represents that this Guarantee has been given without any undue influence or coercion from any person 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 law or any judgment.

For & on behalf on (Parent Company)

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

Witness:

1.

2.

\*strikeout, if not applicable

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