

OIL INDIA LIMITED
(A Govt. of India Enterprise)
CONTRACTS DEPARTMENT
P.O. Duliajan-786 602(Assam)

INVITATION FOR EXPRESSION OF INTEREST (EOI)

EOI NO.: OIL/PDNO/GLOBAL/EOI/O/3/2018-2019

Sub: Expression of Interest (EOI) for "Design, Installation, Operation and Maintenance of Sucker Rod Pumps for a period of 3(three) years in Eastern Asset Digboi Oil Field and Outlying Area Oil fields of Oil India Limited"

1.0 P R E A M B L E :

OIL INDIA LIMITED (OIL), a Government of India Enterprise, is a premier oil & gas company engaged in exploration, production and transportation of hydrocarbon with its headquarters at Duliajan in the Dibrugarh district of Assam, India invites EOI from reputed and established E & P Vendor/Service Provider having experience of installation, operation and maintenance of artificial lift services, production testing services, stimulation services and other oil field related production services meeting the pre-qualification criteria as mentioned below for issue of tender documents for providing Services for design , installation , operation and maintenance of Sucker rod pumping units(SRP). 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, barring a hydrocarbon producing asset in Rajasthan. 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:

Most of the crude oil and gas produced by Oil India Limited (OIL) is from its matured and ageing fields. Revitalization of mature and ageing fields to augment production and improve recovery through various optimization studies as well as use of fit-for-purpose technology is a priority and has been applied to a number of candidate reservoirs. In such effort revitalisation of Digboi oil field and unlocking potential from outlying areas like Bogapani, Borhapjan and Samdang has been taken up as the thrust areas of the Company now. In order to enhance production /recovery from these fields workover operations has already been carried out or planned in few of its wells. Since this fields are matured fields which are also not connected to gas lift network for artificial lift, OIL intends to deploy Sucker rod pumps in few of the wells as a mean of artificial lift. OIL is therefore looking at Companies/Agencies/Firms (either single or in consortium) who have the expertise and experience in this field for design, installation, operation and maintenance of artificial lift and other production related services as mentioned in the pre-qualification criteria for supply of design, installation, operation and maintenance of at least 10(ten) SRP units for a minimum period of 3(three) years.

3.0 LOCATION OF THE AREA:

The company has operating interests across the country as well as in several foreign countries. However, the major oil & gas producing assets of the company are located in Upper Assam Basin of North East India, barring a hydrocarbon producing asset in Rajasthan. The operational area for installation /commissioning, operation and maintenance will be in Eastern asset of the company which is the highest producing asset of OIL in Digboi oil field and nearby outlying fields of Borhajan, Bogapani and Samdang which is approximately 90 KM from Dibrugarh Area.

4.0 BROAD SCOPE OF WORK:

This scope of work is scheduled for design, installation, operation and maintenance of 5(five) numbers each of sucker rod pumps { Total: 10(ten) Numbers } in category A and B wells having range of parameters as mentioned below, but not limited to the following :

CATEGORY A WELLS: RANGE OF PARAMETRES

- Oil Field : Digboi Oil field
- Well Depth : 600 -1400 m
- Tubing size: 2.7/8 inch
- Type of well : Straight and vertical wells
- Expected static fluid level: 600-1400 m
- Reservoir pressure- 1-5 ksc
- Reservoir temperature: 50-60 degree centigrade
- GOR: Negligible
- Water salinity: 1000 ppm
- Presence of CO₂ and H₂S: NIL
- Design, Supply, Installation, Operation and Maintenance of pumps for category A wells for a maximum period of 3(three) years. Duration of the contract may be extended to maximum 6(six) years provided the SRP well continues to flow for that period. However, if flow of a particular SRP well ceased during the contract period then inter-location movement to another well will be done.
- The pumps for category A wells to be of smaller footprints and downhole pump shall be insert type pump.
- Supply of pump includes surface pumping unit with prime mover, downhole pump and the rod string with necessary well head connections for the same. OIL would supply well head with/up to one 2.9/16 5000 PSI master valve. Necessary well head and fittings beyond this will be under supplier's scope.
- Supply of necessary Equipment's like swabbing hoist, crane, pulling out tools and tackles for pulling out and running of the downhole

pump during the time of installation and also for maintenance will be Service Provider's responsibility.

- Rod pumps installed must have POC (pump off controller) and shall have the facility of round the clock measurement and recording of dyno graphs for inspection of load calculation and monitoring of the pump.
- Periodic measurement of static fluid level and load measurement will be under suppliers' scope of work.
- Supply of necessary manpower for installation, operations and maintenance of these pumps
- Supply of all consumables for operation and maintenance of these pumps.
- Power required for prime mover is under the scope of work of the Bidder/Service Provider.

CATEGORY B WELLS: RANGE OF PARAMETRES

- Oil Field : Bogapani, Samdang and Borhapjan
- Well Depth : 3000 -4500 m
- Tubing size: 2.7/8 inch
- Type of well : Vertical and deviated wells with max deviation of 40 degrees
- Expected static fluid level: 600-3000 m
- Reservoir pressure- 300-430 ksc
- Reservoir temperature: 80-90 degree centigrade
- GOR: 100-300
- Water salinity: 2500 ppm
- Presence of CO₂ and H₂S: NIL
- Design, Supply, Installation, Operation and Maintenance of pumps for category A wells for a maximum period of 3(three) years. Duration of the contract may be extended to maximum 6(six) years provided the SRP well continues to flow for that period. However, if flow of a particular SRP well ceased during the contract period then inter-location movement to another well will be done.
- The pumps for category B wells shall have counterbalance wherein downhole pumps shall be insert type pump.
- Supply of pump includes surface pumping unit with prime mover, downhole pump and the rod string with necessary well head

connections for the same. OIL would supply well head with/up to one 2.9/16 5000 PSI master valve. Necessary well head and fittings beyond this will be under supplier's scope.

- Supply of necessary Equipment's like swabbing hoist, crane, pulling out tools and tackles for pulling out and running of the downhole pump during the time of installation and also for maintenance will be Service Provider's responsibility.
- Rod pumps installed must have POC (pump off controller) and shall have the facility of round the clock measurement and recording of dyno graphs for inspection of load calculation and monitoring of the pump.
- Periodic measurement of static fluid level and load measurement will be under Service Provider's scope of work.
- Supply of necessary manpower for installation, operations and maintenance of these pumps
- Supply of all consumables for operation and maintenance of these pumps.
- Power required for prime mover is under the scope of work of the Service Provider.

5.0 SAFETY, HEALTH AND ENVIRONMENT :

The Bidder/Service Provider shall have to comply with the applicable and prevailing provisions of Mines Act, 1952, OISD (Oil Industry Safety Directorate) guidelines and MoE&F (Ministry of Environment and Forest) directives.

6.0 PRE-QUALIFICATION CRITERIA:

6.1 The Bidder/Service Provider must fulfil the following minimum pre-qualifying criteria for empanelment/ short-listing for issue of tender documents for hiring of sucker rod pumping Services:

- (a) Experience of carrying out design, installation, operation and maintenance of artificial lift system in at least 5(five) nos. of wells in the past seven(7) years from the original EOI closing date.
- (b) The Bidder /Service Provider should be able to carry out mobilization in a staggered /phase wise manner. In this regard the first set of 2(two) units should be at site to take up the assignment in the event of a contract within ninety days (**90**) days from the date of issue of Mobilization Notice after issue of Letter of Award by Company. For the remaining units mobilisation time will be 30 days after issue of requirement notice by the company. The Bidder / Service Provider is required to submit a declaration in this regard.

To demonstrate their experience and capabilities, the Service Provider should provide information separately in an **Annexure-I**, highlighting the Projects of same or similar nature completed or currently under progress during the past seven (7) years along with details of infrastructure built and technology utilised for such contracts.

- (c) The Bidder/Service Provide shall have to submit their **Annual financial turnover** during any of the preceding 03 (three) financial/accounting years reckoned from the original EOI closing date. Net worth of Bidder/Service Provider must be positive for preceding financial / accounting year.
- (d) **Net worth** of Bidder/Service Provider must be positive for preceding financial / accounting year.
- (e) Considering the time required for preparation of Financial Statements, if the last date of preceding financial / accounting year falls within the preceding six months reckoned from the original bid closing date and the Financial Statements of the preceding financial/ accounting year are not available with the bidder, then the financial turnover of the previous three financial/accounting years excluding the preceding financial / accounting year will be considered. In such cases, the Net worth of the previous financial / accounting year excluding the preceding financial / accounting year will be considered. However, the bidder has to submit an affidavit/undertaking certifying that 'the balance sheet/Financial Statements for the financial yearhas actually not been audited so far'.

NOTE:

- (1) 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 Bidder/Service Provider, self-attested/digitally signed printed published accounts are also acceptable.

- (2) In case the Audited Balance Sheet and Profit Loss Account submitted along with the EOI are in currencies other than INR or US\$, the Bidders/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\$. Else, the Audited Balance Sheet and Profit & Loss Account shall be evaluated by considering the BC selling rate declared by State Bank of India (on the date on which the Audited Balance Sheet and Profit & Loss Account is signed) for conversion to INR.

- (f) In case the bidder/ Leader of the Consortium 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.

(b) Corporate Guarantee of parent/ultimate parent/Holding company (as per format enclosed as **Annexure-III** 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 closing date".

6.2 In case the Bidder/Service Provider is a Consortium of Companies, the Leader of the Consortium should satisfy the minimum requirements as per Para 6.1 (a) & (b) above. However, at least any one of the consortium members individually shall have to meet the Annual financial turnover criteria mentioned in Para 6.1 (c) to (f) and the other members of Consortium should meet minimum **25%** turnover each.

6.2.1 EOI(s) from Consortium shall be submitted with a Memorandum of Understanding (MOU) between the consortium members duly signed by the authorized Executives of the consortium members clearly defining the role/scope of work during the execution of contract of each partner/member, binding the members jointly and severally to the responsibility for discharging all obligations under the contract and identifying the Leader of Consortium. Unconditional acceptance of full responsibility for brief 'Scope of Work' by the Leader of the Consortium shall be submitted with the EOI.

6.3 In case the Bidder/Service Provider is an Indian Company/Indian joint venture Company, then the participating Bidder/Service Provider should meet the criteria laid down in Para 6.1 (a) through (f) above. Also, the Indian Company/Indian Joint Venture Company who does not meet the minimum pre-qualifying criteria as per clause No. 6.1(a) to (b), may also submit the EOI on the strength of Technical Collaborator(s)/Joint Venture Partner(s). However, the Primary Bidder/Service Provider shall have to meet the financial criteria mentioned in Clause No. 6.1. (c) to (e), above.

(a) The Technical Collaborator(s)/Joint Venture Partner(s) at its own shall meet the experience criteria as in clause No. 6.1(a) to (b), above and they have to undertake to offer direct supervision during the contract. However, the Bidder/Service Provider/ Service Provider must confirm unconditional acceptance of full responsibility of executing the contract.

(b) The experience of the Technical Collaborator(s) /Joint Venture(s) with other firm(s) will not be qualified.

(c) Indian Bidder/Service Provider quoting based on technical collaboration/ joint venture shall submit a Memorandum of Understanding (MOU)/Agreement with their technical collaborator/ joint venture partner clearly indicating the role and responsibility matrix of each member under

the scope of work during the execution of contract which shall be addressed to OIL and shall remain valid and binding during the execution of work till completion of contract period.

- 6.4 Any party who is extending support by way of entering into technical collaboration/joint venture with another party shall not be allowed to submit an independent EOI and such EOIs shall be rejected straightway. Further, all EOIs from parties with technical support from the same principal shall also be rejected.
- 6.5 EOIs from Bidder/Service Provider who do not meet the pre-qualifying criteria as stipulated in para 6.1(a) to (f), above of their own can also be considered, provided they are the directly owned 100% Subsidiary Company of a Parent Company (in which the parent company has 100% stake) which meets aforesaid minimum criteria. In such cases, as the Subsidiary Company is dependent on the experience of Parent Company, the participating Bidder (100% subsidiary Company) should submit an agreement/Corporate Guarantee as per **Annexure-IV**. However, the parent/ subsidiary company of the Bidder/Service Provider/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-subsidiary company or through any other arrangement like Technical Collaboration agreement.
- 6.6 The Leader of the consortium /Technical collaborator/Joint Venture Partner (who qualifies the Technical requirement as per the tender qualifying criteria, as mentioned in Para 6.1 above) should provide at least major key personnel required for the services, if selected for a duration of minimum 50% of the Contract period. A declaration from the Leader of the consortium /Technical collaborator / Joint Venture agreeing the same has to be submitted.
- 6.7 In case of borrowing experience from the subsidiary/sister subsidiary/parent company (who qualifies the Technical requirement as per the tender qualifying criteria, as mentioned in Para 6.1 above) should provide at least major key personnel required for the services, if selected for a duration of minimum 50% of the Contract period. A declaration from the Leader of the consortium /Technical collaborator / Joint Venture agreeing the same has to be submitted.
- 6.8 **INFORMATION & DOCUMENTS:**
Bidder /Service Provider must furnish the following in support of fulfilling all the above pre-qualifying criteria:
- (a) **Work Experience:** Detail experience as required under clause 6.0 to be furnished in a tabular form with details of infrastructure built for such Projects along with List of the technology utilised for such contracts, copies of contracts/ work orders and completion certificates / payment certificates issued by the clients, as **Annexure-I**.
- (b) **Financial Turnover of Bidder:** Statement to be furnished by the Bidder/Service Provider in a tabular form as per **Annexure-II**, duly signed and sealed by a Charter Accountants' firm incorporating their Membership Code/ Registration No. etc.

(c) **MOU/Agreement/Corporate Guarantee:** Valid document, must be furnished in respect of formation of Consortium/Joint Venture/Collaboration or Corporate Guarantee for 100% subsidiary, as may be applicable, pursuant to Para 6.2 to 6.5 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.

Notes:

- (i) All documents submitted alongwith the EOI must be self certified by the Bidder/Service Provider and should be clear & legible.
- (ii) OIL INDIA LIMITED (OIL) reserves the right to physically check the original documents/certificates, copies of which are submitted along with the EOI.
- (iii) The EOI is liable to be ignored in case of submission of any misleading/false representation by the Bidder in the form of statements and attachments.
- (iv) OIL INDIA LIMITED (OIL) reserves the right to ignore any or all EOIs without assigning any reason thereof.
- (v) OIL INDIA LIMITED (OIL) reserves the right to curtail/enhance the scope of work stated above or cancel, if required, without assigning any reason thereof.

7.0 CONTACT PERSON OF THE SERVICE PROVIDER

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

8.0 SUBMISSION OF EOI:

8.1 Interested Bidders/ Service Providers having relevant experience and expertise [The respective pre-qualification Criteria, Brief Scope of Work and other requirements for subject EOI are available at Company's website: www.oil-india.com. Alternatively, the same can be obtained from the office of Chief General Manager (Contracts) at the below address. Parties are invited to submit their EOI(s) at our e-mail id: eo-contracts@oilindia.in within **24.08.2018** followed by hard copies of the same in sealed envelopes super-scribing "**EOI NO.: OIL/PDNO/GLOBAL/EOI/O/3/2018-2019 for "Design, Installation, Operation and Maintenance of Sucker Rod Pumps for a period of 3(three) years in Eastern Asset Digboi Oil Field and Outlying Area Oil fields of Oil India Limited"** through courier/post in the following address:

**CHIEF GENERAL MANAGER (CONTRACTS)
OIL INDIA LIMITED
CONTRACTS DEPARTMENT
DULIAJAN-786602, ASSAM, INDIA
Phone: 91-374-2808650,
Website: www.oil-india.com**

Bidder/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.

- 8.2 In case, the above mentioned date happens to be a non-working day for OIL in Duliajan due to Bandh/holiday or for any other reasons, EOIs shall be received upto the next full working day till 15:00 Hrs. (IST) and opened accordingly. EOI may be sent by post/courier service or delivered personally at the tender box placed in the office of NEF Project, Oil India Limited, Duliajan-786602, Assam. However, OIL shall not be responsible for any consequence arising out of delay in receipt or non-receipt of EOIs.
- 8.3 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.
- 8.4 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 **This EOI is not an invitation for bids. After reviewing the EOI of the responding parties, a pre-tender meeting with the prospective service providers will be held to discuss and finalise the detail scope and other terms and conditions. Time & Venue for the same shall be intimated separately nearer the time.**

EXPERIENCE STATEMENT OF BIDDER

	Project Name	Customer /Partner	Project Start Date	Project End Date	Project awarded through nomination/competitive bidding	Project Details

N.B. : Please add rows in case of more experience.

Signature & Name of personnel :

Seal of Bidder

Name of Bidder :

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 Bidders/Service Providers) for the last three (3) completed accounting years upto**(as the case may be)** are correct.

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

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

Place:

Date:

Seal:

Membership No. :

Registration Code:

Signature

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 "**EOI NO.: OIL/PDNO/GLOBAL/EOI/O/3/2018-2019 for "Design, Installation, Operation and Maintenance of Sucker Rod Pumps for a period of 3(three) years in Eastern Asset Digboi Oil Field and Outlying Area Oil fields of Oil India Limited"** 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 EOI closing date.
3. The Guarantor agrees to submit their annual financial turnover during any of the preceding 03 (three) financial/accounting years reckoned from the original EOI 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 India.

(d) 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 New Delhi, India.

(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.

PARENT COMPANY GUARANTEE

(TO BE MADE ON STAMP PAPER OF REQUISITE VALUE AND NOTORIZED)

DEED OF GUARANTEE

THIS DEED OF GUARANTEE executed on this..... day of 2017 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 Expression of Interest on.....vide "**EOI NO.: OIL/PDNO/GLOBAL/EOI/O/3/2018-2019 for "Design, Installation, Operation and Maintenance of Sucker Rod Pumps for a period of 3(three) years in Eastern Asset Digboi Oil Field and Outlying Area Oil fields of Oil India Limited"**". M/s..... (Mention complete name), a company organized and existing under the laws of..... (Insert jurisdiction/country), having its registered office at..... (give complete address) hereinafter called "the Service Provider" 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 Company with one of the condition that the Service Provider 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 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 Service Provider for successful execution of the same.

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

1.0 The Guarantor (Parent Company) unconditionally agrees that in case of non-performance by the Service Provider 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 Service

Provider 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 Service Provider of any of their obligations.

2.0 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 Service Provider.

3.0 The Guarantor shall be jointly with the Service Provider as also severally responsible for satisfactory performance of the contract entered between the Service Provider and the Company.

4.0 The liability of the Guarantor, under this Guarantee, is limited to the value of the contract entered between the Service Provider 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 Service Provider should it perform the contract in the event of the Service Provider's non-performance as per point 1 hereinabove, exceed that of the Service Provider under the mutually agreed contract awarded to the Service Provider. This will, however, be in addition to the forfeiture of the Performances Guarantees furnished by the Service Provider.

5.0 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.

6.0 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.

7.0 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.

8.0 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

&&& END of EOI &&&