

OIL INDUSTRY DEVELOPMENT BOARD  
(Ministry of Petroleum & Natural Gas)  
GOVERNMENT OF INDIA  
NOIDA

LIMITED TENDER NO. : 4/15/2020-OIDB

TENDER DOCUMENT

FOR

**Engagement of a Consultant by Oil Industry Development Board (OIDB) for conducting a study to assess the need and feasibility of establishing Non-Banking Financial Company (NBFC) under Ministry of Petroleum & Natural Gas for catering to the funding requirement of Oil & Gas Sector**

Note: This limited Tender Enquiry No. 4/15/2020-OIDB has been issued to the following eight consultant firms. Ordinarily bids from solicited consultant firms will be entertained on account of technical nature and reasons for timely completion of job. Any other renowned and professionally known firm presume themselves eligible as per Bid Evaluation Criterion can approach OIDB for issue of tender document with all requisite documents within five days from date of tender shown on website. OIDB reserves the right to issue tender document (i.e., permission to quote) only to eligible bidders. Bidders choosing to drop bids (unsolicited quotes) directly need to submit all requisite documents pertaining to Pre Bid Qualification Criterion as further clarifications on qualification criterion may not be possible on account of time constraints and eligibility will be decided on basis of submitted documents only. Following firms, if could not download the e-mailed tender document, can download the tender document either from OIDB's website [www.oidb.gov.in](http://www.oidb.gov.in) or Government of India's Public Procurement Portal <http://eprocure.gov.in>.

1. M/s. KPMG
2. M/s. E & Y
3. M/s. Boston Consultancy Group (BCG)
4. M/s. PricewaterCooperhouse (PwC)
5. M/s. Deloitte
6. M/s. CRISIL
7. M/s. ICF International
8. M/s. McKinsey



**OIL INDUSTRY DEVELOPMENT BOARD**  
**(Ministry of Petroleum & Natural Gas)**  
**GOVERNMENT OF INDIA**  
**NOIDA**

Phone No.	: (+91)-120-2594605	Office of Oil Industry Development Board
Tele Fax	: (+91)-120-2594630	OIDB Bhawan, Tower C, Plot No.2, Sector-73
Email	: rksaini.oidb@gov.in	Noida-201301, U.P., India

**LIMITED TENDER NO. : 4/15/2020-OIDB**

**FORWARDING LETTER FOR INVITATION TO BID**

To

**Sub: Limited Tender for Engagement of a Consultant by Oil Industry Development Board (OIDB) for conducting a study to assess the need and feasibility of establishing Non-Banking Financial Company (NBFC) under Ministry of Petroleum & Natural Gas for catering to the funding requirement of Oil & Gas Sector.**

Sir,

The Oil Industry Development Board hereby invites sealed tenders in duplicate for carrying out "Engagement of a Consultant by Oil Industry Development Board (OIDB) for conducting a study to assess the need and feasibility of establishing Non-Banking Financial Company (NBFC) under Ministry of Petroleum & Natural Gas for catering to the funding requirement of Oil & Gas Sector". The salient features of the tender are:

1.	Tender No.	:	4/15/2020-OIDB
2.	Brief Description of the Services / Scope of Supply	:	Engagement of a Consultant by Oil Industry Development Board (OIDB) for conducting a study to assess the need and feasibility of establishing Non-Banking Financial Company (NBFC) under Ministry of Petroleum & Natural Gas for catering to the funding requirement of Oil & Gas Sector
3.	Type of Bid	:	Two Bid System (Technical Bid & Price Bid)
4.	Bid Closing Time & Date	:	1400 Hrs. (IST) on 10 <sup>th</sup> September 2020
5.	Date and Time of Pre-Bid Meeting	:	1500 Hrs (IST) on 03 <sup>rd</sup> September 2020
6.	Place of Submission	:	Oil Industry Development Board OIDB Bhawan, Tower C, Plot No.2, Sector-73 Noida-201301, U.P., India
7.	Technical Bid Opening Time, Date & Place	:	1500 Hrs. (IST) on 10 <sup>th</sup> September 2020 on the same address as above.
8.	Bid validity	:	60 days from bid closing date
9.	Amount of Performance Bank Guarantee to be submitted only by the Successful Bidder	:	7.5% of the Contract Value
10.	Time period for completion of work	:	08 (EIGHT) WEEKS

11.	Quantum of Liquidated damages for default in completion of the scope of work as per the contract	:	At the rate of 1½ % of the contract value per week or part thereof subject to a maximum of 7½% of the contract value
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Other details and terms/conditions viz. Scope of Work, Bid Eligibility Qualification, Bid Evaluation Criteria, etc. are given in the enclosed Tender Document.

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**TENDER DOCUMENT**

**Sub: Limited Tender for Engagement of a Consultant by Oil Industry Development Board (OIDB) for conducting a study to assess the need and feasibility of establishing Non-Banking Financial Company (NBFC) under Ministry of Petroleum & Natural Gas for catering to the funding requirement of Oil & Gas Sector.**

**Background**

Oil Industry Development Board (OIDB) was established as a Statutory Body under the provisions of Oil Industry (Development) Act 1974 with the objective to provide financial and other assistance to industrial concerns for the development of oil & gas sector. OIDB is functioning under the administrative control of Ministry of Petroleum & Natural Gas, Government of India.

2. The Oil and gas sector is expanding at a very high pace and many infrastructure projects of upgradation and modernization of refinery and laying of oil and gas pipeline, City Gas Distribution and other petro-chemical projects are being taken up. The Central PSUs have their own mechanism of raising funds in addition to their internal accruals for development of such projects.

3. OIDB has been part financing the projects of oil and gas sector by way of loans. There is a huge fund requirement in the oil and gas sector.

4. The Task Force constituted by the Ministry of Finance to draw up the National Infrastructure Pipeline (NIP) for five years (2019-20 to 2024-25) has projected the total project **capital expenditure in infrastructure sector at over Rs.102 lakh crore**. Energy sector constitutes Rs.24.54 lakh crore of the projected capital infrastructure, out of which Rs.1.94 lakh crore is attributed to petroleum and natural gas sector. **The rapid expansion of CGD network project is estimated to require about Rs.90,000 crore worth of investment.**

5. Oil Marketing Companies (OMCs) under the Sustainable Alternative Towards Affordable Transport (SATAT) Scheme have issued over 500 letter of intents (LoI) to private developers to set up Compressed Bio-Gas (CBG) plants across the country. Under the SATAT initiative, it is envisioned that **5000 CBG plants would be established across the country** with an estimated annual production of 15 million tonnes by the year 2023. The funding for this project is also a challenge for the sector.

6. Power Finance Corporation (PFC) and REC Ltd are Non Banking Finance Companies under Ministry of Power. REC Ltd has **disbursed a loan of Rs.72,165 crore and PFC has disbursed Rs.67,600 crore during the year 2018-19**. Similarly, Indian Renewable Energy Development Agency (IREDA) under Ministry of New and Renewable Energy (MNRE) is a Public Finance Institution under Sec 4A of the Companies Act and registered as NBFC with Reserve Bank of India. **IREDA has disbursed loan amounting to Rs.9385 crore during 2018-19**. The growth and achievements of these companies show the potential of the emerging energy sector.

7. In the above background, it is proposed to consider the setting up of a NBFC for meeting the investment demands of the oil and gas sector at competitive cost with innovative financial solutions. The equity for this NBFC may be provided by the Government or OIDB. In order to move forward, OIDB proposes to engage a reputed consultancy firm for carrying out a detailed study to examine the feasibility of setting up of a Non Banking Financial Company under Ministry of Petroleum & Natural

Gas, current and future funding requirement of Indian Oil & Gas sector, Government's priorities etc. The details of scope of work, bidders' eligibility criteria, method of selection, and timelines for study etc. are given below:

**Scope of Work:**

8. The scope of the assignment will include but not limited to:

**(A) Assessing the financial needs and challenges of oil and gas sector**

- Assess the financing needs of the Oil & gas Sector in the next 10-15 years. Assessment to be made on the basis of the new technologies emerging in the sector and the types of large and medium projects planned & expected in the next 10-15 years.
- Oil & Gas Sector encompasses projects relating to upstream / mid-stream / downstream / refinery / petrochemicals / LPG / LNG / Pipelines / storage / retail outlets / Bio-fuels / CBG etc. of sizes – large/medium/small/start-ups expecting fund/finance.
- Consultation with all key industry stakeholders to understand their key challenges and mechanism of financing.
- Assessment of present sources of financing for the projects planned and evaluating their adequacy of financing availability in terms of pricing and access to funds. Evaluation of financing to be done on both qualitative and quantitative parameters.
- Challenges in the present system of financing and present gaps (if any) on both qualitative and quantitative parameters.
- Undertake review of various new and innovative financing products being used worldwide for financing of projects in Oil & Gas sector and draw key learnings for India.
- The scope of work includes organisation of two consultation workshops through vide conferencing (VC) with industry players and financial institutions – one for large projects and another for medium and small projects.

**(B) Evaluating the feasibility of establishing the financing intermediary and design the framework and business plan of the proposed entity**

- Evaluate the feasibility of establishing a new financial intermediary with comparative analysis of various options with justification of additional benefits that may accrue to the sector.
- Evaluate options for filling in the gaps in financing. An assessment of possible credit enhancement mechanism which would facilitate funding/financing by the proposed Financing Intermediary (FI).
- Consultations with all relevant industry stakeholders including various Ministries and Departments in the Government, Regulatory Bodies, Oil & Gas PSUs, NBFCs viz. Power Finance Corporation, REC Ltd, IREDA etc., to understand the key challenges and enablers for establishment of NBFC.
- Design the framework of the proposed financial intermediary for its establishment and operations.



- Study the legal and regulatory approvals required for the proposed financial intermediary.
- Prepare a 10-year business plan of the proposed financial intermediary. The business plan must provide a strategy to tap the most suited sources of funds and desirable disbursement.
- Evaluate various sources of financing available domestically and internationally that could provide funds to the financial intermediary.
- As the risk profiles of various types of projects/companies vary significantly across the oil and gas value chain, it is necessary to do risk profiling and its impact on financing of focus target/projects by the FIs. This will help in defining the optimum funding/financing mix in the business plan.
- Any other relevant matter in the course of discussion with the selected consultant.

8.1 The subcontracting in part or full of the consultancy job is not permitted.

## 9. **SUBMISSION OF BIDS :**

The offer should be submitted in two parts viz. Technical Bid and Price Bid separately in single copy each and to be submitted simultaneously.

**Technical Bid:** Technical Bid should be submitted in the prescribed format (Annexure I) in a sealed envelope superscribed "Technical bid".

**Financial Bid:** The Financial Bid should be submitted in the prescribed format (Annexure II) in a sealed envelope superscribed "Price bid".

## 10. **BID ELIGIBILITY QUALIFICATION**

1. The turnover of the bidding entity should be Rs.200 crore or above during the preceding three financial years each i.e. 2017-18, 2018-19 and 2019-20. The turnover from consulting fees will only be considered. The turnover of the bidding entity will only be considered, not the parent company or group companies.
2. The entity should have a dedicated Energy & Natural Resources practice for the last five years specializing in fields of strategy, regulation, policy advisory in the areas of oil & gas, petrochemicals, power and utilities, new and renewable energy, metals and mining with minimum strength of at least 5 Directors/Partners on permanent payrolls.
3. The entity should have executed in the Indian Oil & Gas Sector related to business strategy/project feasibility/market assessment/techno-commercial or financial study and appraisals in the last five years ending 2019-20 at least five projects of consultancy fee above Rs.1.00 crore each project.
4. The entity should have executed in the Banking/Financial/NBFC sector related to business advisory/business transformation/business advisory/business consulting in the last five years ending 2019-20 at least five projects of consultancy fee above Rs.1.00 crore each project.

5. The project leader should be an expert in oil and gas sector with an overall experience of at least 10 years with a qualification of B.E./B.Tech. plus MBA or equivalent qualification.
6. The project team leader should be a financial expert with an overall experience of at least 10 years with the minimum qualification of MBA.

11. **BID EVALUATION CRITERIA :**

**Technical Evaluation:**

The first step of evaluation will be technical evaluation stage, where only those bidders who score minimum technical score of 75 marks out of 100 will be qualified for consideration of financial evaluation. The competent authority in OADB will have the option/discretion to reduce the cut-off score if the number of qualified bidders is less than three in order to promote competition.

Sl. No.	Parameter	Evaluation	Marks	Remarks
1	<b><u>Turnover of the Bidder</u></b>  'Bidding entity' should have turnover of Rs.200 crore or above during the preceding three financial years each i.e. 2017-18, 2018-19, and 2019-20. The turnover of the bidding entity will only be considered, not the parent company or the group companies. The turnover from consulting fees will only be considered.	<ul style="list-style-type: none"> <li>• More than Rs.500 crore – 15 Marks</li> <li>• Rs.300-500 crore – 10 Marks</li> <li>• Rs.200– 300 crore – 5 Marks</li> </ul>	15	Audited Balance Sheet and Profit & Loss Account indicating annual turnover duly certified by the authorized signatory  Or  Certificate from Bidder's statutory auditors indicating the annual turnover of the bidders for the specified financial year
2	<b><u>Experience of the firm</u></b>		45	
i)	<b><u>Strength of consulting practice of the consultant</u></b>  Company should have a dedicated <b><u>Energy &amp; Natural Resources practice</u></b> for the <b><u>last 5 years</u></b> specializing in areas of Strategy, regulation and policy advisory in the area of Oil & Gas, Petrochemicals, Power & Utilities, Metals & Mining with a <b><u>minimum strength of at-least 5 Directors* / Partners* on its permanent pay rolls.</u></b>	<ul style="list-style-type: none"> <li>• Last 10 years &amp; team strength of 10 Partner/Directors - 15 marks</li> <li>• Last 5 years &amp; team strength of 10 Partner/Directors – 10 marks</li> <li>• Last 5 years and team strength of 5 Partners/ Directors – 5 marks</li> </ul>	15	Documentary evidence to be provided against this criteria:  Detailed undertaking by CEO/CFO/COO/Country Head stating that the firm is having a dedicated Energy & Natural resources practice for the <b><u>last 5 years</u></b> and has a minimum strength of <b><u>10 Partners/Directors</u></b> dedicated to this consulting practice



Sl. No.	Parameter	Evaluation	Marks	Remarks
	designing of business processes/ risk mitigation etc. <b>Education &amp; Experience:</b> <ul style="list-style-type: none"> <li>The expert should have a minimum qualification of MBA degree from a reputed institution.</li> <li>The quality of experience will be evaluated.</li> </ul>			
4	Presentation on Methodology / Work Plan/Understanding of scope of work and approach of market assessment and innovations		20	
	i) Quality of approach and methodology proposed for assessment of financial needs and the challenges		10	
	ii) Quality of approach & methodology proposed for design of framework of the proposed financial intermediary and the preparation of 10-year business plan		10	
	Total		100	

NOTES -

1. \* Director means Director or equivalent and Partner means Partner or equivalent personnel of the bidding entity

**12. PRICE BIDS :**

The Bidders are required to quote a firm offer inclusive of fees and out of pocket expenses exclusive of prevailing taxes. Prices quoted by the bidders shall be held firm during its performance of the contract and will not be subject to variation on any account. A bid submitted with an adjustable price quotation will be treated as non-responsive and will be liable to be rejected. Conditional bid is liable to be rejected.

**13. BID EVALUATION :**

The lowest price bid of technically qualified bidders will be the successful bid.

**14. TIMELINES :** The services are required to be completed within a period of 08 (EIGHT) weeks.

**15. PRE-BID MEETING**

A pre-bid meeting shall be held on **3<sup>rd</sup> September 2020** at **1500 hrs** in the office of Oil Industry Development Board, OIIB Bhawan, 3<sup>rd</sup> Floor, Tower-C, Plot No.2, Sector 73, Noida-201301, U.P.

**16. DELIVERABLES :**

- Report covering the scope of work as above
- Consultation with all relevant stakeholders
- Organisation of two consultation workshops
- Support OADB in all discussion/ deliberations related to the study with Ministry or any other Government body/ department (to include notes, presentations, papers or any other analytical support as deemed needed)

**17. PAYMENT MILESTONES :**

<b>Sr. No.</b>	<b>Deliverable</b>	<b>Timeline</b>	<b>Payment Milestone</b>
1.	Kick-off / Inception Presentation	Within 2 week from LoA issue date	10%
2.	1 <sup>st</sup> Draft Report covering Scope of Work	5 weeks from LoA issue date	30%
3.	2 <sup>nd</sup> interim report incorporating the changes suggested in the 1 <sup>st</sup> interim report and additional inputs that may be required from the Consultant	7 weeks from LoA issue date	30%
4.	Finalization of the Draft Report after incorporating all comments received from the client and discussion in the Ministry of Petroleum & Natural Gas on the final report	8 weeks from LoA issue date	20%
5.	Acceptance of the Report	-	10%

**18. Liquidated damages (LD) for default in timely completion:**

Timely completion of this project is essential. In the event of the Contractor's default in completion of scope of work from commencement date under the contract, the Contractor will be liable to pay liquidated damages at the rate of 1½% of Contract value per week or part thereof, but not exceeding 7½%. Part thereof means that part of the week will be treated as full week, e.g. a delay of one week and one or two days and so on will be treated as delay of two weeks (not for one week and one or two days) and LD will be levied accordingly.

**19. Amendment of Bid Document:**

At any time prior to the deadline for submission of bids, OADB may at its own discretion and for any reason what so ever whether at its own initiative or in response to a clarification requested by a bidder modify the Bid Documents by notifying any such amendment as may be drafted/incorporated to the original bid documents. The amendment will be communicated in writing by email to all bidders who had originally received the said Bid Documents. In order to allow the bidders reasonable time to take the amendment into account in preparing their bids, the OADB may at its discretion, extend the deadline for the submission of Bids and any such extension will be conveyed to all the bidders.

20. **Period of validity of bids:** Bids shall remain valid for 60 days from the bid closing date. A bid valid for a shorter period will be considered as non-responsive and be liable to be rejected by the OIDB.
21. **Performance Security / Performance Bond:**
- (i) The successful Bidder, within 7 days from the date of issue of LOA from OIDB, will be required to send Performance Security in the form of Bank Draft or in lieu thereof, Performance Bond for **7.5%** of the contract value in the form of Bank Guarantee from a nationalised/scheduled Bank. Proforma of Bank Guarantee is enclosed as Annexure-III.
  - (ii) OIDB shall not be liable to pay any bank charges, commissions or interest on the amount of Performance Security / Performance Bond.
  - (iii) Performance Security/ Performance Bond shall be refunded/ returned to the SUPPLIER after completion of supplies/after satisfactory execution of the order.
  - (iv) In the event of non-performance of the contract, if the losses suffered by OIDB are more than the value of the Performance Security/Performance bond, OIDB in addition to forfeiting the performance security/ performance bond, reserves the right to claim the balance amount of damages/losses suffered by OIDB.
  - (v) The performance security/performance bond shall remain at the entire disposal of OIDB as a security for the satisfactory completion of the supply in accordance with the conditions of the contract.
22. **OIDB'S right to accept or reject bid:** The OIDB reserves the absolute right to accept or to reject any or all Bids, at any time, prior to the award of Contract, without assigning any reason.
23. **Termination for Unsatisfactory Performance:** If OIDB considers that the performance of the contractor is unsatisfactory, or not up to the expected standards, OIDB shall notify the contractor in writing and specify in details the cause of the dissatisfaction. OIDB shall have the option to terminate the contract by giving one week notice in writing to the contractor or if the contractor fails to comply with the requisitions contained in the said written notice issued by OIDB. In case of termination of the contract, the party concerned may have no right to claim the cost of the part project carried out by him. In such circumstances, the competent authority may decide about any part payment, if required, for the completed part of the work. In case of exit/termination of contract, OIDB has the right to award the contract to another bidder on merit of the same bidding process or may opt to go for a fresh bid.
24. **Disputes and Differences:** Any dispute or difference arising out of or in connection with this tender shall be referred to Secretary, OIDB or his nominee for Arbitration and the provisions of the Arbitration & Conciliation Act, 1996 or any statutory modification of or re-enactment thereof and the rules made there under and for the time being in force shall apply to the same. The Courts in the city of New Delhi/Delhi shall have jurisdiction to entertain, any application or other proceedings in respect of anything arising under this Agreement and any award or awards made by the sole arbitrator hereunder shall be filed in the concerned courts in the city of New Delhi/Delhi only.



25. Bids should be addressed to Shri Rajesh Kumar Saini, Dy. Chief Finance & Accounts Officer, Oil Industry Development Board, OI DB Bhawan, Sector-73, NOIDA-201301. The bids are to be dropped in the Tender Box placed at OI DB Office/ or reach this office on or before **10<sup>th</sup> September 2020** by **2.00 PM**. The technical Bids will be opened on the same day at **3.00 PM** in the presence of the bidders or their authorised representative who wish to remain present.

*Rajesh Saini*  
26/08/2020

**(Rajesh Kumar Saini)**  
**Dy. Chief Finance & Accounts Officer**

**राजेश सैनी / RAJESH SAINI**  
उप मुख्य वित्त एवं लेखा अधिकारी /  
Dy. Chief Finance & Accounts Officer  
तेल उद्योग विकास बोर्ड / Oil Industry Development Board  
पेट्रोलेियम एवं प्राकृतिक गैस मंत्रालय / Ministry of Petroleum & Natural Gas

## OIL INDUSTRY DEVELOPMENT BOARD

## TECHNICAL BID

Sl. No.	Particulars [whether submitted/agreed]
1.	Name of the Company
2.	Address of the Company
3.	Contact Person name and Address of Communication.
4.	Date of inception of Firm/Company
5.	Financial position of the firm as per tender conditions
6.	Whether the firm is blacklisted by any Govt. Department or any criminal case is registered against the bidder.
7.	Attested copy of PAN and GST Registration
8.	To accept all the T&C of the tender document.
9.	All relevant documents required for technical evaluation of the Bid as specified in the Bid document. List all documents attested by a qualified/authorised person.

All above enclosures must be valid.

Date:

Signature & Seal

**FINANCIAL BID**

The Dy. Chief Finance & Accounts Officer,  
Oil Industry Development Board,  
OIDB Bhawan, Plot No2, Sector73,  
NOIDA-201203.

Sir,

With reference to OIDB Tender Enquiry No. \_\_\_\_\_-OIDB dated \_\_\_\_\_ for Engagement of a Consultant by Oil Industry Development Board (OIDB) for conducting a study to assess the need and feasibility of establishing Non-Banking Financial Company (NBFC) under Ministry of Petroleum & Natural Gas for catering to the funding requirement of Oil & Gas Sector.

	<b>Parameter</b>	<b>Amount in INR</b>
1.	Lump sum Professional Fee for entire scope of work and deliverables as detailed in the Scope of Work. The quote is inclusive of fees and out of pocket expenses and exclusive of applicable taxes.	



Date:

Signature & Seal

**Proforma of Bank Guarantee towards Performance Security.  
PERFORMANCE GUARANTEE**

Ref. No.

Bank Guarantee No.

Dated.

To

Oil Industry Development Board,  
OIDB Bhawan, Tower C, Plot No. 2,  
Sector – 73, Noida -201 301, India.

Dear Sirs,

- 1.1** In consideration of Oil Industry Development Board, having its Office at OIDB Bhawan, Tower A, Plot No. 2, Sector – 73, Noida -201 301, India, (hereinafter referred to as 'OIDB', which expression shall, unless repugnant to the context or meaning thereof, include all its successors, administrators, executors and assignees) having entered into a CONTRACT No. \_\_\_\_\_ dated \_\_\_\_\_ (hereinafter called 'the CONTRACT' which expression shall include all the amendments thereto) with M/s. \_\_\_\_\_ having its registered/head office at \_\_\_\_\_ (hereinafter referred to as the 'CONTRACTOR') which expression shall, unless repugnant to the context or meaning thereof include all its successors, administrators, executors and assignees) and OIDB having agreed that the CONTRACTOR shall furnish to OIDB a performance guarantee for Indian Rupees ..... for the faithful performance of the entire CONTRACT.
- 1.2** We (name of the bank) \_\_\_\_\_ registered under the laws of \_\_\_\_\_ having head/registered office at \_\_\_\_\_ (hereinafter referred to as "the Bank", which expression shall, unless repugnant to the context or meaning thereof, include all its successors, administrators, executors and permitted assignees) do hereby guarantee and undertake to pay immediately on first demand in writing any /all moneys to the extent of Indian Rs. (in figures) \_\_\_\_\_ (Indian Rupees (in words) \_\_\_\_\_) without any demur, reservation, contest or protest and/or without any reference to the CONTRACTOR. Any such demand made by OIDB on the Bank by serving a written notice shall be conclusive and binding, without any proof, on the bank as regards the amount due and payable, notwithstanding any dispute(s) pending before any Court, Tribunal, Arbitrator or any other authority and/or any other matter or thing whatsoever, as liability under these presents being absolute and unequivocal. We agree that the guarantee herein contained shall be irrevocable and shall continue to be enforceable until it is discharged by OIDB in writing. This guarantee shall not be determined, discharged or affected by the liquidation, winding up, dissolution or insolvency of the CONTRACTOR and shall remain valid, binding and operative against the bank.
- 1.3** The Bank also agrees that OIDB at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance, without proceeding against the CONTRACTOR and notwithstanding any security or other guarantee that OIDB may have in relation to the CONTRACTOR's liabilities.
- 1.4** The Bank further agrees that OIDB shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of

the said CONTRACT or to extend time of performance by the said CONTRACTOR(s) from time to time or to postpone for any time or from time to time exercise of any of the powers vested in OIDB against the said CONTRACTOR(s) and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said CONTRACTOR(s) or for any forbearance, act or omission on the part of OIDB or any indulgence by OIDB to the said CONTRACTOR(s) or any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

- 1.5 The Bank further agrees that the Guarantee herein contained shall remain in full force during the period that is taken for the performance of the CONTRACT and all dues of OIDB under or by virtue of this CONTRACT have been fully paid and its claim satisfied or discharged or till OIDB discharges this guarantee in writing, whichever is earlier.
- 1.6 This Guarantee shall not be discharged by any change in our constitution, in the constitution of OIDB or that of the CONTRACTOR.
- 1.7 The Bank confirms that this guarantee has been issued with observance of appropriate laws of the country of issue.
- 1.8 The Bank also agrees that this guarantee shall be governed and construed in accordance with Indian Laws and subject to the exclusive jurisdiction of Indian Courts of the place from where the Bank Guarantee has been issued.
- 1.9 Notwithstanding anything contained herein above, our liability under this Guarantee is limited to Indian Rs. (in figures) \_\_\_\_\_ (Indian Rupees (in words) \_\_\_\_\_) and our guarantee shall remain in force until \_\_\_\_\_.(indicate the date of expiry of bank guarantee).

Any claim under this Guarantee must be received by us before the expiry of this Bank Guarantee. If no such claim has been received by us by the said date, the rights of OIDB under this Guarantee will cease. However, if such a claim has been received by us within the said date, all the rights of OIDB under this Guarantee shall be valid and shall not cease until we have satisfied that claim.

In witness whereof, the Bank through its authorized officer has set its hand and stamp on this .....day of .....2017 at .....

WITNESS NO. 1

\_\_\_\_\_  
(Signature)  
Full name and official  
address (in legible letters)

\_\_\_\_\_  
(Signature)  
Full name, designation and address (in legible letters)  
with Bank stamp  
Attorney as per power of Attorney No.....Dt.....

WITNESS NO. 2

\_\_\_\_\_  
(Signature)  
Full name and official  
address (in legible letters)

