

Special CBM Bid Round-2022

Replies to the queries raised during Pre-bid Conference held on 18-04-2022

Query		Response
1.	Waiver of the INR 75,000 Tender Fees (p10 of the Notice Inviting Offers);	Tender fee is a very nominal. NIO provisions shall prevail.
2.	Waiver of the fees for use of NDR's data rooms (p38 of the Notice Inviting Offers)	Special CBM Bid Round-2022 has been launched under Open Acreage Licensing Policy (OALP). Therefore, data room charges are in line with OALP bid rounds. NIO provisions shall prevail.
3.	Waiver from submitting hard copies of bid documents and requiring only online (digital) submissions; while these requests would be favorable to Galilee, we understand if they are not accepted and will continue to evaluate regardless.	Since submission of physical bid includes submission of Bank Guarantee (BG), and currently e-BG system is not matured enough. Therefore, physical submission of bid documents is required, and NIO provisions shall prevail.
4.	In addition, Galilee has some questions regarding the bidding process.	Bidder needs to submit consortium or association agreement in accordance with Annexure-I_IX(i) of NIO.

Query	Response
<p>5.</p> <p>Can a clear timeline with milestones be provided for the administrative process with respects to the sequence of events from notification of bidding success for a block, through to payment of the Liquidated Damages Bond? Clarity on this order and timing of payments will greatly help in securing internal corporate approvals for the release of funds in a timely fashion.</p>	<p>As per Article 27.1 of MRSC, Operator is required to provide BG within 30 days from the date of Contract signing.</p>
<p>6</p> <p>The Mandatory Data Package purchased from NDR for some Blocks does not contain any data except the map showing the boundary of the Block. Are any other DATA for such Blocks available with NDR for purchase separately? (Clause 07)</p>	<p>Some of the data is available at NDR and can be purchased as per NDR policy.</p>
<p>7</p> <p>Article No. 4(i) & 4(III) <i>Provisional under Draft NIO</i></p> <p>Payment of Tender Fees of INR 75,000 (as per clause 8(iv)) must be made by the Bidder on or before the bid closing date.</p> <p>Bid Bond of requisite value (in USD or equivalent INR) in the format as per Annexure III.</p>	<p>Bid Bonds are to ensure that only serious bidders participate in the tender and it is a returned after a certain time.</p> <p>NIO provisions shall prevail.</p>

Query		Response
	<p><u>Issue/ Description</u></p> <p>Payment_of_both Tender Fees and Bid Bond is detrimental for the investors</p> <p><u>Suggestions</u></p> <p>Only the Tender Fees may be retained and the value of Bid Bond may be removed for National oil companies</p>	
8	<p>Article 8 vi</p> <p><u>Provisional under Draft NIO</u></p> <p>The LD shall be paid by the Contractor to the Government within thirty (30) days of the receipt of its demand from the Government. In the event of any failure to pay LD value within the due date, the Contractor shall pay interest compounded on daily basis for the entire period of delay at applicable LIBOR plus two percent (2%) points.</p> <p><u>Issue/ Description</u></p> <p>LIBOR is discontinued on December 31, 2021 and is getting replaced by SOFR (Secured Overnight Financing Rate).</p> <p><u>Suggestions</u></p> <p>Accordingly, it is suggested that the word LIBOR may be replaced by SOFR at relevant Articles of RSC</p>	<p>Currently, this issue is under consideration of the Government.</p>

	Query	Response														
9	<p>Article No. VII <u>Provisional under Draft NIO</u> Net-worth Certificate: Under Special CBM Bid Round-2022, the Net-worth certificate is to be provided in the following</p> <table border="1" data-bbox="414 580 1402 1034"> <thead> <tr> <th data-bbox="414 580 853 663">SL.NO</th> <th data-bbox="853 580 1402 663">SUB -CRITERIA</th> </tr> </thead> <tbody> <tr> <td data-bbox="414 663 853 746">A</td> <td data-bbox="853 663 1402 746">Equity</td> </tr> <tr> <td data-bbox="414 746 853 829">B</td> <td data-bbox="853 746 1402 829">Other Equity</td> </tr> <tr> <td data-bbox="414 829 853 951">C</td> <td data-bbox="853 829 1402 951">Misc. expenditure to the extent not written off</td> </tr> <tr> <td data-bbox="414 951 853 1034">D</td> <td data-bbox="853 951 1402 1034">Net-worth = A+B+C</td> </tr> </tbody> </table> <p><u>Issue/ Description</u></p> <table border="1" data-bbox="414 1179 1402 1382"> <tbody> <tr> <td colspan="2" data-bbox="414 1179 1402 1300">Different formats for submission of Net-worth certificate exist under OALP (CBM, OALP) and DSF.</td> </tr> <tr> <td data-bbox="414 1300 853 1382">(a)</td> <td data-bbox="853 1300 1402 1382">Paid up capital</td> </tr> </tbody> </table>	SL.NO	SUB -CRITERIA	A	Equity	B	Other Equity	C	Misc. expenditure to the extent not written off	D	Net-worth = A+B+C	Different formats for submission of Net-worth certificate exist under OALP (CBM, OALP) and DSF.		(a)	Paid up capital	<p>The suggestions on the standardization of format have been noted.</p>
SL.NO	SUB -CRITERIA															
A	Equity															
B	Other Equity															
C	Misc. expenditure to the extent not written off															
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Different formats for submission of Net-worth certificate exist under OALP (CBM, OALP) and DSF.																
(a)	Paid up capital															

Query			Response									
	(b)	Reserve and surplus										
	©	Misc. expenditure to the extent not written off										
	(d)	Net-worth = (a) +(b)+(c)										
<p><u>Suggestions</u></p> <p>Uniform format of Net-worth certificate may be allowed for all bidding regimes</p>												
10	<p>Article No.VI</p> <p><u>Provisional under Draft NIO</u></p> <p>The Data Room charges are as follows:</p> <table border="1"> <thead> <tr> <th>Sl. No.</th> <th>Time schedule</th> <th>Charges</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>First 3 slots</td> <td>US\$ 250 or equivalent INR p slot</td> </tr> <tr> <td>2</td> <td>Fourth slot</td> <td>US\$ 500 or equivalent INR</td> </tr> </tbody> </table>		Sl. No.	Time schedule	Charges	1	First 3 slots	US\$ 250 or equivalent INR p slot	2	Fourth slot	US\$ 500 or equivalent INR	<p>Special CBM Bid Round-2022 has been launched under Open Acreage Licensing Policy (OALP). Therefore, data room charges are in line with OALP bid rounds.</p> <p>NIO provisions shall prevail.</p>
Sl. No.	Time schedule	Charges										
1	First 3 slots	US\$ 250 or equivalent INR p slot										
2	Fourth slot	US\$ 500 or equivalent INR										

Query			Response
3	Fifth slot onwards	US\$ 1250 or equivalent INR per slot	
<p><u>Issue/ Description</u></p> <p>The Data Room charges are high compared to data room charges under DSF Bid Rounds which are as follows:</p>			
Time Schedule		Charges	
First 2 days		NIL	
Third day		US\$ 250 or equivalent INR	
Fourth day		US\$ 500 or equivalent INR	
Fifth day onwards		US\$ 1250 or equivalent INR per slot	
<p><u>Suggestions</u></p> <p>The Data Room charges may be aligned in line with DSF Bid Rounds.</p>			

	Query	Response
11	<p>Article No. Annexure III <u>Provisional under Draft NIO</u></p> <p>Proforma of Bid Bond to be submitted by the Bidder</p> <p><u>Issue/ Description</u></p> <p>ONGC requests for modification in the BG format of OALP future rounds, in view of BG issuing banks seeking discharge letters in writing from GoI, as per the terms of existing BG format. Draft modified format of the same is attached as Appendix-A.</p> <p><u>Suggestions</u></p> <p>The BG format may be revised as suggested in Appendix-A</p>	Suggested changes have been noted.
12	<p>Suggestions/Comments on Geoscientific Information / Data Viewing of Special CBM Bid Round-2022</p> <p><u>Issue/ Description</u></p> <p>Maps of Barakar Top, Bottom and Gas content were shared in the Geo-Scientific information. However, the well / Corehole data based on which the maps were prepared was not shared for all the blocks, during data viewing</p> <p><u>Suggestions</u></p> <p>There is paucity of CBM specific data for most of the offered CBM blocks. In this view, whatever data is available, may be</p>	Such data, if available at DGH, can be viewed at NDR.

	Query	Response
	shared with the possible bidder, so that a proper evaluation can be carried out by the bidder	
13	<p>Article No. 3.2 <u>Provisional under Draft MRSC</u></p> <p>Exploration Period 3 years for CBM Contract Areas</p> <p><u>Issue/ Description</u> 3-year exploration period is too short. The objective shall be to encourage exploration and de-risk the basins</p> <p>The issue of increase in Exploration Period is raised by the Industry on several occasions earlier too.</p> <p><u>Suggestions</u> As the blocks are located in Category-III, the Exploration Period for CBM block is proposed to be increased, preferably to 6 years, for benefit of the Operator</p>	<p>CWP needs to be completed within the Exploration Period. Further, exploration is allowed throughout the contract period.</p> <p>MRSC provisions shall prevail.</p>
14	<p>Article No. 3.4 <u>Provisional under Draft MRSC</u></p> <p>Extension of Exploration Period</p>	<p>The fee is levied to ensure timely completion of CWP.</p> <p>MRSC provisions shall prevail.</p>

Query	Response
<p>Maximum 9 months extension for CBM Blocks allowed by paying @ USD 25,000 or equivalent INR per month</p> <p><u>Issue/ Description</u></p> <p>Extending the exploration period upon payment discourages investments</p> <p><u>Suggestions</u></p> <p>The extension may be allowed by paying USD 25,000 for the entire 9 months duration. Also, the extension period may be increased from 9 to 12 months.</p>	
<p>15</p> <p>Article No. 5</p> <p><u>Provisional under Draft MRSC</u></p> <p>Work Program</p> <p>Committed Work Program (CWP) in terms of Core Wells and Test Wells</p> <p><u>Issue/ Description</u></p> <p>Non completion of CWP invites penalties. Likewise, early / expeditious completion of CWP should attract rewards. This will encourage expeditious project execution</p> <p><u>Suggestions</u></p> <p>If Contractors completes CWP ahead of stipulated timelines, then time saved may be added to other statutory timelines</p>	<p>As per Article 5.7 of the MRSC,</p> <p>“If Contractor completes CWP ahead of stipulated timelines, then the time saved or differential duration will be adjusted/ added to the subsequent Assessment period. However, the overall Exploration and Assessment Period will remain unchanged.”</p>

	Query	Response
	(Assessment Period /FDP submission/ commencement of commercial production etc.)	
16	<p>Article No. 10.7 & 10.8</p> <p><i>Provisional under Draft MRSC</i></p> <p>LD in case of delay in commencement of Development/ Commercial Production</p> <p>In the event the Contractor does not commence Development Operations for Discovery (ies) for which FDP has been submitted, within one (1) year from the date of grant of Petroleum Mining Lease (PML), then the Contractor shall be liable to pay liquidated damages equal to one time fixed payment of USD 1,000,000 (USD one million) and USD 250 per day over and above the fixed payment, till the date it commences Development Operations.</p> <p>In the event the Contractor does not commence Commercial Production within two (2) years from the date of grant of Petroleum Mining lease (PML), then the Contractor shall be liable to pay liquidated damages equal to one time fixed payment of USD 2,000,000 (USD two million) and USD 2000 per day over and above the fixed payment, till the date it commences Commercial Production subject to a maximum delay of two years.</p> <p><i>Issue/ Description</i></p>	<p>Suggestion noted. MRSC provisions shall prevail.</p>

Query	Response
<p>A lump sum LD imposed is quite hefty and will put a financial burden on the contractor. Additionally LD is also imposed on a per day basis. Thus, such double LD will result in substantial outgo from the contractor and may hamper the E&P activities</p> <p><u>Suggestions</u></p> <p>It is proposed to remove per day LD amount. Also, the LD amount under both 10.7 and 10.8 may be reduced to 1 million USD only.</p>	
<p>17</p> <p>Article No. 16.2</p> <p><u>Provisional under Draft MRSC</u></p> <p>Section 42 under Income Tax Act, 1961 has been left blank</p> <p><u>Issue/ Description</u></p> <p>The issue is briefly explained below:-</p> <p>In accordance with section 42(1) of Income Tax act, the allowances under section 42 shall be computed and made in the manner specified in the Agreement.</p> <p>In absence of the manner or methodology for claiming deduction for expenditure incurred in the blocks awarded under RSCs (i.e. the agreement), it would be difficult to claim deduction for expenditure incurred in respect of exploration, development and production operations.</p>	<p>The Article 16.2 of CBM Bid Round-2021 has already been incorporated in the current MRSC.</p>

Query	Response
<p data-bbox="394 284 595 316"><u>Suggestions</u></p> <p data-bbox="394 344 1391 496">The section may be elaborated further, incorporating the manner/ methodology for claiming deductions. This will facilitate the Contractors to avail the benefits under section 42 of the Income Tax Act, 1961.</p> <p data-bbox="394 520 1391 552">The Article 16.2 of CBM Bid Round-2021 may be incorporated.</p>	
<p data-bbox="230 603 271 635">18</p> <p data-bbox="394 603 678 635">Article No. 19.2</p> <p data-bbox="394 663 875 695"><u>Provisional under Draft MRSC</u></p> <p data-bbox="394 724 813 756">Valuation of Petroleum</p> <p data-bbox="394 785 1391 895">Price arrived through competitive bidding on arm's length basis, or calculated/ prescribed by the Govt/ Govt nominated agency, whichever is higher.</p> <p data-bbox="394 924 689 956"><u>Issue/ Description</u></p> <p data-bbox="394 984 1391 1126">The price of crude/ gas sold is based on the market dynamics. Hence, the revenue sharing based on the actual sale price realized will adequately remunerate the contractors, as well as the Govt</p> <p data-bbox="394 1155 595 1187"><u>Suggestions</u></p> <p data-bbox="394 1216 1391 1326">Government's share of Revenue in RSC's should be based on actual price arrived through competitive bidding process on arm's length basis only</p>	<p data-bbox="1417 603 2007 793">SCBM-22 is offered under Category-III fiscal regime for OALP Blocks, wherein there is no revenue share with the Government until windfall gain.</p>

	Query	Response
19	<p>Article No. 27.1 <u>Provisional under Draft MRSC</u></p> <p>Bank Guarantee Amount BG equivalent to LD value worked out by applying LD rates</p> <p><u>Issue/ Description</u> In recent DSF Bid Round-III, the LD amount has been reduced to 25% of the LD amount of earlier DSF Bid Rounds.</p> <p><u>Suggestions</u> The amount of BG to be provided by the contractors may be reduced, preferably in line with DSF Bid Round-iii</p>	<p>Suggestion noted. MRSC provisions shall prevail.</p>
20	<p>Article No. 27.3 <u>Provisional under Draft MRSC</u></p> <p>Bank Guarantee submitted pursuant to FDP The Contractor shall submit a Bank Guarantee, valid for the duration of the Contract, for an amount equal to USD 300,000 within 30 days from the submission of FDP. Such guarantee shall be delivered by the Contractor in a form provided in RSC.</p> <p><u>Issue/ Description</u></p>	<p>Noted. MRSC provisions shall prevail.</p>

Query	Response
<p>The submission of Bank Guarantee after submission of FDP is not required as the CWP will be completed by the time the FDP is submitted</p> <p><u>Suggestions</u></p> <p>The clause may be removed.</p>	
<p>21</p> <p><u>Provisional under Draft MRSC</u></p> <p>Fiscal Stability</p> <p>Such clause is missing under RSCs of OALP</p> <p><u>Issue/ Description</u></p> <p>This will provides predictability - stable fiscal systems encourage investment. Such fiscal stability clause was available in the PSCs of NELP regime.</p> <p><u>Suggestions</u></p> <p>Introduce a fiscal stabilization clause to address any potential material change to expected economic benefits accruing to any parties.</p>	<p>Suggestion noted.</p> <p>MRSC provisions shall prevail.</p>
<p>22</p> <p>Article No. Appendix-G</p> <p><u>Provisional under Draft MRSC</u></p> <p>Issue in BG format</p>	<p>Suggestion noted.</p>

	Response
<p style="text-align: center;">Query</p> <p><u>Issue/ Description</u></p> <p>ONGC requested for modification in the BG format of DSF and OALP future rounds, in view of BG issuing banks seeking discharge letters in writing from GoI, as per the terms of existing BG format. Draft modified format of the same is attached as Appendix-B.</p> <p><u>Suggestions</u></p> <p>The BG format may be revised as suggested in Appendix-B.</p>	
<p>23</p> <p>Additional Comments/Clarifications:</p> <p>Sl.no 1</p> <p><u>Provisional of MRSC</u></p> <p>Retention of Acreages</p> <p><u>Issue/ Description</u></p> <p>The OALP I, II & III RSC had a provision of “retention period” of maximum 5 years after completion of the appraisal program for deep water/ultra-deep water and frontier basins. The retention period was to be provided on account of unavailability of suitable technology for exploitation in deep waters/ultra-deep waters and lack of transportation infrastructure/ markets in frontier basins</p> <p><u>Suggestions</u></p>	<p>There is provision of 3 years of Assessment Period after the expiry of exploration period and before submission of FDP.</p> <p>MRSC provisions shall prevail.</p>

	Query	Response
	Provision for retention of acreages for infrastructure bottlenecks & acquiring of suitable technology in case of CBM blocks, in line with OALP I-III	
24	<p>Sl. No. 2</p> <p><i>Provisional of MRSC</i></p> <p>Inclusion of Appendix</p> <p><i>Issue/ Description</i></p> <p>In the MRSC, there is mention of Appendix-K (Format for notification of Discovery). However, the Appendix-K is blank.</p> <p><i>Suggestions</i></p> <p>May be considered for review.</p>	Suggestion noted.
	<p>APPENDIX-A</p> <p>To,</p> <p>The Secretary to the Government of India</p> <p>Ministry of Petroleum and Natural Gas</p> <p>Shastri Bhawan</p> <p>Dr. Rajendra Prasad Marg,</p> <p>New Delhi- 110001, India</p>	

Query	Response
<p>1. Whereas Government of India (hereinafter referred to as "Government") has announced Hydrocarbon Exploration Licensing Policy ("HELP").</p> <p>2. Whereas _____[Name of Company submitting the Bid/ Name of each company submitting the Bid as a consortium] having registered office at _____ (hereinafter referred to as "Company"/"Companies", which expression unless repugnant to the context or meaning thereof include all its/their respective successors, administrators, executors and assigns), is/ are desirous to submit a Bid for the Block pursuant to Notice Inviting Offer (hereinafter referred to as "NIO") in relation to entering into Revenue Sharing Contract for the said Block.</p> <p>3. Whereas Company/Companies is/are required to submit a Bank Guarantee as per terms and conditions set out in NIO.</p> <p>4. In consideration of Government having agreed to consider Bank Guarantee towards Bid Bond, in relation to entering into Revenue Sharing Contract for the Block, to be submitted pursuant to NIO, by the Company/Companies, the Company /Companies has/have agreed to adhere to terms and conditions as set out in NIO for the Block and to furnish to the Government a Bank Guarantee (hereinafter referred to as</p>	

Query	Response
<p>“Guarantee”) towards its/their obligations as per NIO, hereinafter referred to as the “Obligations” for an amount of US\$_____ equivalent to _____Indian Rupees for performance of such Obligations.</p> <p>5.We _____(name of the Bank) registered under the Law of _____ and having its registered office at _____ (hereinafter referred to as “the Bank”, which expression shall unless repugnant to the context or meaning thereof includes all its successors, administrators, executors and assigns) do hereby guarantee and undertake</p> <p>context or meaning thereof includes all its successors, administrators, executors and assigns) do hereby guarantee and undertake</p> <p>to pay immediately on the first demand in writing and any/all money(s) to the extent of Indian Rupees / US\$ _____(in figures) (Indian Rupees / US\$ _____ in words) without any demur, reservation, contest or protest and/or without any reference to the Company/Companies. Any such demand made by Government 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, sole expert, conciliator or any other authority and/or any other matter or thing whatsoever, as</p>	

Query	Response
<p>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 Government in writing, or till expiry date, whichever is earlier. This Guarantee shall not be determined, discharged or affected by the liquidation, winding up, dissolution or insolvency of the Company/ any or all the Companies and shall remain valid, binding and operative against the Bank.</p> <p>6. The Bank also agree that Government 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 Company/Companies and notwithstanding any security or other guarantee that Government may have in relation to the Company's/Companies' liabilities</p> <p>7. The Bank further agree that Government shall have fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the NIO or to extend time of performance by the said Company/Companies from time to time or to postpone for any time or from time to time exercise of any of the powers vested in Government against the said Company/Companies and to forebear or enforce any of the terms and conditions of the NIO and we shall not be relieved</p>	

Query	Response
<p>from our liability by reason of any such variation, or extension being granted to the said Company/ Companies or for any forbearance, act or omission on the part of Government or any indulgence by Government to the said Company/Companies or any such matter or thing what so ever which under the law relating to sureties would, but for this provision, have effect of so relieving us.</p> <p>8. The Bank further agree that the Guarantee herein contained shall remain in full force during the period that is taken for the performance of Obligations and all dues of Government under or by virtue of such Obligations have been fully paid and its claim satisfied or discharged or till Government discharges this Guarantee in writing, or till expiry date, whichever is earlier</p> <p>9. This Guarantee shall not be discharged by any change in our constitution, in the constitution of Company/that of the any or all of the Companies</p> <p>10. The Bank confirms that this Guarantee has been issued with observance of appropriate laws of the country of issue.</p> <p>11. 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 at**,India</p> <p>12. Notwithstanding anything contained herein above, our liabilities under this Guarantee is limited to Indian Rupees /</p>	

Query	Response
<p>US\$ _____ (in figures) (Indian Rupees / US\$ _____ in words) and our Guarantee shall remain in force upto _____ 20__ ('Expiry Date') and including ninety (90) days after the Expiry Date /extended date. Any claim under this Guarantee must be received before the expiry of ninety (90) days from the Expiry Date or before the expiry of ninety (90) days from the extended date, if any. If no such claim has been received by us within ninety (90) days after the said Expiry Date /extended date the Government's right under this will cease. However, if such a claim has been received by us within and up to ninety (90) days after the said Expiry Date / extended date, all the Government's rights under this Guarantee shall be valid and shall not cease until we have satisfied that claim.</p> <p>Dated _____ at DELHI for Bank Ltd</p> <p>Notwithstanding anything contained herein above:</p> <ol style="list-style-type: none"> 1. Our liability under this Bank guarantee shall not exceed Rs (Rupees _____ Only). 2. This bank Guarantee shall be valid up to _____ 3. We are liable to pay the guaranteed amount or any part thereof under this bank guarantee only and only if you serve upon us a written claim or demand in terms of the guarantee lodged at our bank counter on or before _____ (claim period) failing which the Bank shall stand released and 	

Query	Response
<p>discharged from any liability whatsoever under this guarantee.</p> <p>4. All claims under this Guarantee shall be payable atBANK Ltd, (Address)</p> <p>5.This Guarantee will be returned to us as soon as the purpose for which it is issued is fulfilled.</p> <p>6.The BG confirmation No GTEE/ _____ is an integral part of BG No. _____ and must be attached thereto.</p> <p>In witness whereof, the Bank through its authorized officers has set its hand and stamp on this _____ day of _____ 20__ at _____.</p> <p>The seal of _____ was hereto duly affixed by _____ this _____ day of _____ 20__ in accordance with its bye-laws and this Guarantee was duly signed by _____ and _____ as required by the said bye-laws.</p> <p>Secretary</p> <p>President & Director</p> <p>Witness 1:</p> <p>(Signature)</p> <p>Full name and official address (in legible letters)</p> <p>Date:</p>	

Query	Response
<p>Witness 2: (Signature) Full name and official address (in legible letters) Date:</p> <p>Note: The points highlighted in Yellow Colour pertains to points ONGC wants to insert and point in Red Colour is proposed for deletion</p>	
<p>APPENDIX-B</p> <p>PROFORMA OF BANK GUARANTEE TO BE PROVIDED PURSUANT TO ARTICLE 27</p> <p>1. In consideration of Government of India (hereinafter referred to as "Government") having entered into a Revenue Sharing Contract for the Block _____ dated _____ (hereinafter referred to as "Contract", which expression shall include all the amendments agreed to between the Government and the Contractor, thereto), with M/s _____ having its registered office at (hereinafter referred to as _____, which expression unless repugnant to the context or meaning thereof include all its</p>	

Query	Response
<p>successors, administrators, executors and assigns), which is a constituent of the Contractor, and the Government have agreed that the _____ (Member) shall furnish to Government a bank guarantee (hereinafter referred to as "Guarantee") towards its obligations as provided in the</p> <p>Contract for US\$(for Foreign Company (ies))/US\$ equivalent in Indian Rupees (for Indian Members) for the performance of its obligations under the Contract.</p> <p>2. We _____(name of the Bank) registered under the Law of _____</p> <p>and having its registered office at _____(hereinafter referred to as "the Bank", which expression shall unless repugnant to the context or meaning thereof includes all its successors, administrators, executors and assigns) do hereby guarantee and undertake to pay immediately on the first demand in writing and any/all money(s) to the extent of Indian Rupees/US\$ _____(in figures) and (Indian Rupees/US\$ _____ in words) without any demur, reservation, contest or protest and/or without any reference to the Member. Any such demand made by Government 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)</p>	

Query	Response
<p>pending before any court, tribunal, arbitrator, sole expert, conciliator 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 Government in writing or till expiry date whichever is earlier. 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.</p> <p>3.</p> <p>The Bank also agrees that the Government 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 _____(Member) and notwithstanding any security or other guarantee that Government may have in relation to the _____(Member's) liabilities</p> <p>4.</p> <p>The Bank further agrees that Government shall have 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 _____(Member) from time to time or to postpone for any time or from time to time exercise of any of the powers vested in Government against</p>	

Query	Response
<p>the said _____ Member and to forebear or enforce any of the terms and conditions relating to the said Contract and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Member or for any forbearance, act or omission on the part of Government or any indulgence by Government to the said _____ (Member) 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.</p> <p>5.</p> <p>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 the Government under or by virtue of this Contract have been fully paid and its claim satisfied or discharged or till Government discharges this Guarantee in writing, or till expiry date, whichever is earlier.</p> <p>6.</p> <p>This Guarantee shall not be discharged by any change in our constitution, in the constitution of _____ (Member) or that of the Contractor</p> <p>7. The Bank confirm that this Guarantee has been issued with observance of appropriate laws of the country of issue.</p> <p>8.</p>	

Query	Response
<p>The Bank also agree that this Guarantee shall be governed and construed in accordance with Indian Laws and subject to the exclusive jurisdiction of Indian courts at _____**India.</p> <p>9. Notwithstanding anything contained herein above, our liabilities under this Guarantee is limited to Indian Rupees/US\$ _____ (in figures) Indian Rupees/US\$ _____ (in words) and our Guarantee shall remain in force up to ----- and including sixty (60) days after the expiry date/extended date. Any claim under this Guarantee must be received before the expiry of sixty (60) days or before the expiry of sixty (60) days from the extended date if any. If no such claim has been received by us within sixty (60) days after the said date/extended date the Government's right under this will cease. However, if such a claim has been received by us within and up to sixty (60) days after the said date/ extended date, all the Government's rights under this Guarantee shall be valid and shall not cease until we have satisfied that claim.</p> <p>Dated _____ at DELHI for Bank Ltd</p> <p>Notwithstanding anything contained herein above:</p> <p>1. Our liability under this Bank guarantee shall not exceed Rs (Rupees _____ Only).</p>	

Query	Response
<p>2. This bank Guarantee shall be valid up to _____</p> <p>3. We are liable to pay the guaranteed amount or any part thereof under this bank guarantee only and only if you serve upon us a written claim or demand in terms of the guarantee lodged at our bank counter on or before _____ (claim period) failing which the Bank shall stand released and discharged from any liability whatsoever under this guarantee.</p> <p>4. All claims under this Guarantee shall be payable atBANK Ltd, (Address)</p> <p>5. This Guarantee will be returned to us as soon as the purpose for which it is issued is fulfilled.</p> <p>6. The BG confirmation No GTEE/ _____ is an integral part of BG No. _____ and must be attached thereto.</p> <p>In witness whereof, the Bank through its authorized officers has set its hand and stamp on this _____ day of _____ 20__ at _____.</p> <p>The seal of _____ was hereto duly affixed by _____ this day of _____ 20__ in accordance with its bye-laws and this Guarantee was duly signed by _____ and _____ as required by the said bye-laws.</p>	

Query	Response
<p>Secretary President & Director Witness:</p> <p>Note: The points highlighted in Yellow Colour pertains to points ONGC wants to insert and point in Red Colour is proposed for deletion.</p>	