

**OIL INDIA LIMITED**  
(A Government of India Enterprise)  
P.O. Duliajan, Pin – 786602  
Dist-Dibrugarh, Assam

**CORRIGENDUM NO. 4 DATED 24.06.2021 TO E-TENDER NO. CDH7193P22 for 'Hiring of consultancy services for formulating suitable business models for Production Enhancement Contract (PEC) in form of collaboration with other E&P players/technology provider for operations management/field development including facility augmentation/technology induction on revenue sharing/participating interest basis, finalization of the tender document(s) for Production Enhancement Contract (PEC) in the form of identified business model, technical evaluation of offers against the tender'..**

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This Corrigendum is issued for incorporation of the following details against the referred tender:

1. Extension of dates:
  - Last Date of Bid Submission extended up to **01.07.2021 (11:00 Hrs IST)**
  - Last Date of Bid Opening extended up to **01.07.2021 (14:00 Hrs IST)**
2. The following documents have been uploaded in the “Amendments” folder in E-portal as replacements of the earlier:
  - BEC-BRC REVISED
  - Checklist for BEC (REVISED)
  - PROFORMA-a (newly uploaded), PROFORMA-b (newly uploaded) and Proforma-XY (REVISED)
3. Sl. No. 23 of PART-III SPECIAL CONDITIONS OF CONTRACT (SCC) to be read as below:

For Phase-1, the timeline for submission of report on Phase-I will be 07 (Seven) weeks from the date of notification for Phase-I by OIL. Failure to comply with the prescribed timeline for reasons attributable to the contractor will lead to penalty @ 10% of Phase-I rate per day considering seven weeks for the total Phase- I rate upto a maximum of 15% of the total contract value.

All other terms and conditions of the Bid Document remain unchanged. Details can be viewed at [www.oil-india.com](http://www.oil-india.com).

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**BID REJECTION CRITERIA (BRC)/BID EVALUATION CRITERIA (BEC) REVISED**

- I. **BID EVALUATION CRITERIA (BEC):** The bid shall conform generally to the specifications and terms and conditions given in this bid document. Bids shall be rejected in case the services offered do not conform to the required parameters stipulated in the technical specifications. Notwithstanding the general conformity of the bids to the stipulated specifications, the following requirements shall have to be particularly met by the Bidders without which the same shall be considered as non-responsive and rejected. All the documents related to BEC must be submitted along with the techno-commercial Bid.

**1.0 TECHNICAL EVALUATION CRITERIA:**

**The bidder must be incorporated in India and must maintain more than 20% local content for the offered services.**

Regarding calculation of local content and submission of documents during bidding & execution of contracts, provision of Purchase preference policy linked with Local Content (PP-LC) notified vide **Letter No. FP-20013/2/2017-FP-PNG dated 17.11.2020** of MoPNG (or subsequent amendments, if any) shall be applicable as per the Notification(s) and any amendment thereof.

If such local content is not maintained during execution of contract, OIL reserves the right to invoke the Performance Securities submitted by the bidding and supporting companies.

A copy of Certificate of Incorporation and undertakings as per the PP-LC notification must be provided along with the Bid. In case of non-submission of the same, the bid shall be rejected straightaway.

**1.1 EXPERIENCE:**

- i) The bidder must be an oil and gas consultancy firm and must have an experience of minimum 15 (Fifteen) years from the original bid closing date in consultancy along with experience in designing and developing business model of Production Enhancement Contracts (PEC) as described in the SOW. Documentary evidence substantiating experience in successful completion of at least 01 (One) contract in designing and developing business model of Production Enhancement Contracts (PEC) establishing minimum 15 (Fifteen) years experience of oil and gas consultancy firm as above must be submitted along with the bid.
- ii) The bidder shall have an experience of successfully completing at least 01 (One) 'SIMILAR WORK' under a single contract in any E&P Company

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[Companies engages in Exploration and production of Crude Oil and Natural Gas] during the last 07 (Seven) years reckoned from the original bid closing date.

**Notes to BEC Clause 1.1 above and 4.0 below:**

- A) 'SIMILAR WORK' mentioned in para 1.1 above means experience of successfully completing consulting assignment(s) related to business model of Production Enhancement Contracts (PEC) in upstream oil and gas sector for oil or gas fields.

BUSINESS MODEL means business models for Production Enhancement Contract (PEC) in form of collaboration with other E&P players/technology provider for operations management/field development including facility augmentation/technology induction on Revenue sharing/Participating interest basis or any other equivalent model.

- B) 'SIMILAR WORK' executed by a bidder for its own organization/subsidiary cannot be considered as experience for the purpose of meeting BEC.

- C) In case the start date of the requisite experience is prior to the prescribed 07 (Seven) years reckoned from the original bid closing date but completion is within the prescribed 07 (Seven) years reckoned from the original bid closing date, such experience shall qualify for evaluation.

- D) In support of the experience criteria of Clause No. 1.1 i) and ii) above and 4.0 below, the bidder must furnish the following documentary evidences self-certified, in the form of:

- I. **In case work experience is against OIL's Contract:** Bidder must submit Job Completion Certificate issued by the company indicating the following:

- i) Work order no./Contract No.
- ii) Quantity of job done
- iii) Period of service
- iv) Nature of service

- II. **In case work experience is not against OIL's Contract:** Bidder must submit the following:

- i) Contract document showing details of work,  
and
- ii) Job Completion Certificate showing:
  - (a) Quantity of job done
  - (b) Nature of job done and work order no./Contract no.

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- (c) Contract period and date of completion  
or
- ii) SES (Service Entry Sheet)/Certificate of Payment (COP) issued by the company indicating the following:
  - (a) Work order no./Contract no.
  - (b) Quantity done
  - (c) Period of service
  - (d) Nature of service
- iv) Only Letter of Intent (LOI)/Letter of Award (LOA) or Work Order(s) are not acceptable as evidence.
- v) Mere award of contract(s) shall not be counted towards experience. Successful completion of the awarded contract(s) to the extent of volume & value, as stipulated respectively under Clause Nos. 1.1 shall only be treated as acceptable experience.

### **E) Eligibility Criteria in case Bid are submitted on the basis of Experience of the Parent/Subsidiary Company:**

Offers of those bidders who themselves do not meet the experience criteria as stipulated in Clause Nos. 1.1 above can also be considered provided the bidder is a subsidiary company of the parent company **[supporting company]** in which the parent company has 100% stake **or** parent company can also be considered on the strength of its 100% subsidiary **[supporting company]**. However, the parent/subsidiary company of the bidder should on its own meet the experience as stipulated in the BEC and should not rely for meeting the experience criteria on its sister subsidiary/co-subsubsidiary company or through any other arrangement like Technical Collaboration agreement.

In case of subsidiary company dependent upon the experience of the parent company or vice-versa with a view to ensure commitment and involvement of the parent/subsidiary company for successful execution of the contract, the participating bidder should enclose an Agreement (as per format enclosed as **PROFORMA-a** between the parent and the subsidiary company or vice-versa and Parent/Subsidiary Guarantee (as per format enclosed as **PROFORMA-b** from the parent/subsidiary company to OIL for fulfilling the obligation under the Agreement, along with the technical bid.

### **2.0 MOBILISATION TIME:**

The bidders must confirm their compliance in their 'technical' bid to complete the mobilization of requisite minimum manpower as per SCC Clause No. 2.1 of the Tender within 15 (Fifteen) days from the date of

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issuance of Letter of Award (LOA). Offers without confirmation of stipulated mobilization time or with mobilization time more than 15 (Fifteen) days will be summarily rejected. The bidder shall confirm compliance of this in their technical bid.

### **3.0 FINANCIAL REJECTION CRITERIA:**

3.1 The bidder shall have an annual financial turnover of minimum **Rs. 27,66,805.00** during any of the preceding 03 (Three) financial/accounting years reckoned from the original bid closing date.

3.2 Net worth of the bidder must be Positive for the preceding financial/accounting year.

Note: The Net worth to be considered against Clause No. 3.2 above, should be read in conjunction with the definition of Net worth as mentioned in Section 2 (57) of the Companies Act, 2013.

3.3 In case the bidder is a subsidiary company (should be a 100% subsidiary of the parent/ultimate parent/holding company) who does not meet financial criteria by itself and submits bid based on the financial strength of its parent/ultimate parent/holding company, then the parent/ultimate parent/holding company shall have an annual financial turnover of minimum **Rs. 27,66,805.00** during any of the preceding 03 (Three) financial/accounting years reckoned from the original bid closing date. Net worth of all the members must be Positive for the preceding financial/accounting year.

### **Note to Financial Clause No. 3.0 above:**

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

(i) Audited Balance Sheet along with Profit & Loss account.

OR

(ii) A certificate issued by a practicing Chartered/Cost Accountant (with Membership Number and Firm Registration Number), as per format prescribed in **PROFORMA-XVII**.

Note: Mention of UDIN (Unique Document Identification Number) is mandatory for all Certificates issued w.e.f. February 1, 2019 by Chartered Accountant in Practice.

(b) 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

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financial/accounting years excluding the preceding financial/accounting year shall be considered. In such cases, the Net worth of the previous financial/accounting year excluding the preceding financial/accounting year shall be considered. However, the bidder has to submit an undertaking in support of the same along with their technical bid as per **PROFORMA-X**.

- (c) In case the bidder is a Central Govt. Organization/PSU/State Govt. Organization/Semi-State Govt. Organization or any other Central/State Govt. Undertaking, where the auditor is appointed only after the approval of Comptroller and Auditor General of India and the Central Government, their certificates may be accepted even though FRN is not available. However, bidder to provide documentary evidence for the same.
- (d) In case the bidder is a Government Department, they are exempted from submission of document mentioned under para (a) and (b) above.
- (e) Bid shall be rejected if not accompanied with adequate documentary proof in support of Annual Turnover and Net worth as mentioned in Clause Nos. 3.1 & 3.2.
- (f) In case the bidder is a subsidiary company (should be a 100% subsidiary of the parent/ultimate parent/holding company, in addition to the document of proof of Annual Turnover & Net worth, the bidder shall also submit the followings:
  - i) Documents to substantiate that the bidder is a 100% subsidiary company of the parent/ultimate/holding parent company.
  - ii) Corporate Guarantee on parent/ultimate parent/holding company's letter head signed by an authorized official undertaking that they would financially support their subsidiary company for executing the project/job in case the same is awarded to them.

**NOTES: OIL reserves the right to ask for any Original or other relevant document to verify the certification.**

### **4.0 QUALITY & COST BASED SELECTION (QCBS)-SCORING AND EVALUATION CRITERIA**

Bids shall be evaluated both in terms of quality as well as quoted price i.e. Quality & Cost Based Selection (QCBS) methodology. The weightage for quality is 60 and the weightage for the quoted price is 40 i.e. Quality:Quoted Price is 60:40. Competency of the bidder shall be evaluated through the QCBS matrix as indicated below:

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<b>Sl No.</b>	<b>Quality Criteria</b>	<b>Marks</b>
<b>1.</b>	<b>Experience of the bidders in consultancy work related to oil and gas business</b>	<b>10 (max)</b>
a)	Experience of 20 or more than 20 years from the original bid closing date in consultancy along with experience in designing and developing business model of Production Enhancement Contracts (PEC) as described in the SOW. Documentary evidence substantiating experience in successful completion of at least 01 (One) contract in designing and developing business model of Production Enhancement Contracts (PEC) establishing minimum 20 (Twenty) years experience of oil and gas consultancy firm as above must be submitted along with the bid.	10
b)	Experience of 15 or more than 15 years but less than 20 years from the original bid closing date in consultancy along with experience in designing and developing business model of Production Enhancement Contracts (PEC) as described in the SOW. Documentary evidence substantiating experience in successful completion of at least 01 (One) contract in designing and developing business model of Production Enhancement Contracts (PEC) establishing minimum 15 (Fifteen) years experience of oil and gas consultancy firm as above must be submitted along with the bid.	5
<b>2.</b>	<b>Experience of successfully executing/completing consulting assignment(s) related to business model of Production Enhancement Contracts (PEC) under a single contract in upstream oil and gas sector for oil or gas fields/part of oil or gas field/cluster of oil or gas wells, during the last 07 (Seven) years reckoned from the original bid closing date.</b>	<b>30 (max)</b>
a)	Completing 05 or more consulting contracts as described in point no. 2. Documentary evidence to be submitted as per Clause Ref: <b><u>Notes to BEC Clause 1.1 above and 4.0 below D)</u></b> '.	30
b)	Completing 3 or 4 consulting contracts as described in point no. 2. Documentary evidence to be submitted as per Clause Ref: <b><u>Notes to BEC Clause 1.1 above and 4.0 below D)</u></b> '.	22
c)	Completing 1 or 2 consulting contracts as described in point no. 2. Documentary evidence to be submitted as per Clause Ref: <b><u>Notes to BEC Clause 1.1 above and 4.0 below D)</u></b> '.	15
<b>3.</b>	<b>Project Team and Credentials</b>	
<b>3.1</b>	<b>Team Leader:</b>	<b>15 (max)</b>

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a)	MBA/CA/CMA/M.Com./M.Sc./M.Tech or equivalent qualified professional with minimum 10 (Ten) years of experience in financial/M&A advisory assignments and have worked in 04 (Four) or more numbers of completed financial/M&A assignments in upstream oil and gas international transaction.	15	
b)	MBA/CA/CMA/M.Com./M.Sc./M.Tech or equivalent qualified professional with minimum 10 (Ten) years of experience in financial/M&A advisory assignments and have worked in 03 (Three) numbers of completed financial/M&A assignments in upstream oil and gas international transaction.	10	
c)	MBA/CA/CMA/M.Com./M.Sc./M.Tech or equivalent qualified professional with minimum 10 (Ten) years of experience in financial/M&A advisory assignments and have worked in 02 (Two) numbers of completed financial/M&A assignments in upstream oil and gas international transaction.	5	
<b>3.2</b>	<b>Core team Members (Minimum three members)</b>		<b>5 (max)</b>
	MBA/CA/CMA/M.Com./M.Sc./M.Tech or equivalent qualified with minimum 05 (Five) years of experience in handling Financial/M&A advisory assignments and must have worked in 02 (Two) numbers of completed financial/M&A assignments in upstream oil and gas international transaction.	5	
<b>TOTAL</b>			<b>60</b>

**Notes:**

- i) It shall be the bidder's responsibility to ensure submission of unambiguous/clear and sufficient documentary evidence in support of the evaluation criteria/QCBS.
- ii) It may be noted that OIL shall seek no clarification against the documents submitted by the bidder to substantiate the quality parameters tabulated above, after the technical bid opening. Therefore, bidders must ensure that such documents (in toto) are submitted as part of the original submission. Also, the bidders must indicate – (i) Details of the document (document Ref. No., relevant Page No. etc.) submitted & (ii) Marks claimed by the bidder against each quality parameter, in the format prescribed in **PROFORMA-XY** and submit the same along with the technical bid.
- iii) Since bidder's qualification marks are linked with the qualification of personnel, bidders should ensure that the same persons, whose CV's are part of the offer are deployed during the execution of the Project. An undertaking in this respect to be provided by the bidder. Bidders are free to

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quote for multiple persons against Team Leader and Core Team Member having equal or more experience and qualification, however, for marking against QCBC, persons with least qualification will be considered.

- iv) A bid shall have to meet a minimum qualifying mark of 30 (50% of the total marks) in quality evaluation criteria as per Clause No. 4.0 above. Bids not meeting the minimum qualifying marks in quality criteria shall be rejected. The bids meeting the minimum qualifying marks shall be eligible for price bid evaluation as per Clause No. 6.0 below.

### **5.0 COMMERCIAL EVALUATION CRITERIA:**

- 5.1 Bids shall be submitted under single stage Two Bid System i.e. Technical Bid and Priced Bid separately in the OIL's e-Tender portal. The Technical Bid is to be uploaded as per Scope of Work & Technical Specification of the tender in **"Technical Attachments" Tab** and Priced Bid as per Proforma-B uploaded in the **"Notes & Attachments" Tab**. Bids shall be rejected outright if the prices are indicated in the technical bids. Bids not conforming to this two-bid system shall be rejected outright.
- 5.2 Bidder shall offer firm prices. Price quoted by the successful bidder must remain firm during the execution of the contract and not subject to variation on any account.
- 5.3 Bids should be valid for a period of **120 (one-hundred twenty)** days. Bids with shorter validity shall be rejected as being non-responsive.
- 5.4 Bid Security is not applicable against this tender. However, bidders shall submit along with their bid a signed **"Bid Security Declaration" (PROFORMA-V)** accepting that, if they withdraw or modify their bids during the period of validity; or if they are awarded the contract and they fail to sign the contract; or if they fail to submit performance security before the deadline defined in the NIT; they shall be suspended for the period of two years. This suspension of two years shall be automatic without conducting any enquiry.
- 5.5 The Integrity Pact must be uploaded in OIL's E-Procurement portal along with the Technical Bid digitally signed by the same signatory who digitally signed the Bid i.e. who is duly authorized to sign the Bid. If any bidder refuses to sign Integrity Pact or declines to submit the Integrity Pact, their bid shall be rejected.
- 5.6 Bids received through the e-procurement portal shall only be accepted. Bids received in any other form shall not be accepted.

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- 5.7 The bid documents are non-transferable. Bid can only be submitted in the name of the bidder in whose name the User ID and Password have been issued. Unsolicited bids shall not be considered and shall be straightway rejected.
- 5.8 Any physical documents wherever called for, submitted by bidders shall contain no interlineations, white fluid erasures or overwriting except as necessary to correct errors made by the Bidder, in which case such correction shall be initialled by the person or persons who has/have digitally signed the Bid.
- 5.9 Any Bid containing false statement shall be rejected.
- 5.10 Bidders must quote clearly and strictly in accordance with the price schedule outlined in "Price Bid Format" of Bid Document, otherwise the Bid shall be summarily rejected.
- 5.11 Bidders shall quote directly and not through their Agent/ Representative/Retainer/Associate.
- 5.12 Bidder must accept and comply with the following clauses as given in the Bid Document in toto failing which bid shall be rejected:
- i) Performance Security Clause
  - ii) Taxes Clause
  - iii) Insurance Clause
  - iv) Force Majeure Clause
  - v) Termination Clause
  - vi) Arbitration Clause
  - vii) Liability Clause
  - viii) Withholding Clause
  - ix) Liquidated damages Clause
  - x) Firm price
  - xi) Bid Security Declaration
  - xii) Integrity Pact

### **6.0 PRICE EVALUATION CRITERIA:**

The bids conforming to the technical specifications, terms and conditions stipulated in the bidding document and considered to be responsive after subjected to bid evaluation criteria shall be considered for further evaluation as per the price evaluation criteria given below:

- 6.1 If there is any discrepancy between the unit price and the total price, the unit price shall prevail and the total price shall be corrected. Similarly, if

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there is any discrepancy between words and figure, the amounts in words shall prevail and shall be adopted for evaluation.

- 6.2 The contract shall be signed with successful bidder for the required services as per 'Scope of Work' of the IFB.
- 6.3 The bidders must quote their rates in the manner as called for vide "Schedule of Rates" under **Section - IV** and the summarized price schedule format vide enclosed **Proforma-B**.
- 6.4 The quantities shown against each item in the "Price Bid Format (i.e. in Proforma-B)" shall be considered for the purpose of Bid Evaluation. It is, however, to be clearly understood that the assumptions made in respect of the number of days/parameters for various operations are only for the purpose of evaluation of the bid and the Contractor shall be paid on the basis of the actual number of days/parameter, as the case may be.
- 6.5 To ascertain the inter-se-ranking, the comparison of the responsive bids shall be made subject to loading for any deviation. Commercial Bids shall be evaluated taking into account the rates quoted in the **Price Bid Format** as per 'Proforma-B'.
- 6.6 **INTER-SE-RANKING OF THE QUALIFIED BIDS:**

To ascertain the inter-se-ranking of the bids, the Quality & Cost Based Selection (QCBS) methodology as mentioned below shall be adopted:

An Evaluated Bid Score (B) will be calculated for each bid, which meets the minimum Qualifying marks of 30 in Quality Evaluation Criteria, using the following formula in order to have a comprehensive assessment of the Bid price and the Quality of each bid:

$$B = (C_{low}/C) * 100 * X + (T/T_{high}) * 100 * Y$$

Where,

- C = Evaluated Bid Price of the bidder  
C<sub>low</sub> = The lowest of the evaluated bid prices amongst responsive bids.  
T = The total marks obtained by the bidder against Quality criteria  
T<sub>high</sub> = The total marks achieved by the best bid among all responsive bids against Quality criteria  
X = 0.4 (The weightage for Quoted price is 40)  
Y = 0.6 (The weightage for Quality is 60)

**Note:**

- i) The Evaluated Bid Score (B) shall be considered upto two decimal places.

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- ii) Contract shall be awarded to the bidder with the highest evaluated bid score (B).
- iii) In the event of two or more bids having the same highest evaluated bid score (B), the bid scoring the highest marks against quality criteria shall be recommended for award of contract. Even if there is a tie, draw of lots shall be resorted to arrive at the recommended bidder.

6.7 OIL shall prefer to deal with registered bidder under GST. Therefore, bidders are requested to get themselves registered under GST, if not registered yet.

However, in case any unregistered bidder is submitting their bid, their prices shall be loaded with applicable GST while evaluation of bid. Where OIL is entitled for input credit of GST, the same shall be considered for evaluation of bid as per evaluation methodology of tender document.

6.8 Price Bid uploaded without giving any of the details of the taxes (Including rates and amounts) shall be considered as inclusive of all taxes including GST.

When a bidder mentions taxes as extra without specifying the rates & amount, the offer shall be loaded with maximum value towards taxes received against the tender for comparison purposes. If the bidder emerges as lowest bidder after such loading, in the event of order on that bidder, taxes mentioned by OIL on the Purchase Order/Contracts shall be binding on the bidder.

6.9 Input Tax Credit on GST (Goods & Service Tax) for this service is NOT available to OIL & the bids shall be evaluated based on total price including GST.

6.10 Based on the evaluation of techno-commercially qualified bidders, the job shall be awarded to the bidder with the highest evaluated bid score (B) as mentioned in Clause No. 6.6 above.

### **7.0 GENERAL:**

7.1 In case bidder takes exception to any clause of bid document not covered under BEC, then the Company has the discretion to load or reject the offer on account of such exception if the bidder does not withdraw/modify the deviation when/as advised by company. The loading so done by the Company shall be final and binding on the bidders.

7.2 To ascertain the substantial responsiveness of the Bid the Company reserves the right to ask the bidder for clarification in respect of clauses under BEC also and such clarifications fulfilling the BEC clauses in toto

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must be received on or before the deadline given by the Company, failing which the offer shall be summarily rejected.

7.3 If any of the clauses in the BEC contradict with other clauses of the Bid Document elsewhere, then the clauses in the BEC shall prevail.

**8.0 COMPLIANCE OF THE COMPETITION ACT, 2002:** The bidder shall strictly comply with the provisions of the Competition Act, 2002, more particularly, Section-3 of the Act. Any violation the provisions of the Act shall attract penal action under the Act.

**9.0 PURCHASE PREFERENCE CLAUSE:** Purchase Preference to MSE's and Purchase Preference Policy (Linked with Local Content) (PP-LC) shall NOT applicable against this tender.

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**CHECKLIST FOR BEC (REVISED)**

Bidders to mark (√) **Provided** or **Not Provided** along with the **Reference File No. and page No.** whichever is applicable.

<b>Clause No.</b>	<b>Description</b>	<b>Reference File No. and Page No. of Bidder's Quote</b>	<b>Provided</b>	<b>Not Provided</b>
<b>I.</b>	<p><b><u>BID EVALUATION CRITERIA (BEC):</u></b> The bid shall conform generally to the specifications and terms and conditions given in this bid document. Bids shall be rejected in case the services offered do not conform to the required parameters stipulated in the technical specifications. Notwithstanding the general conformity of the bids to the stipulated specifications, the following requirements shall have to be particularly met by the Bidders without which the same shall be considered as non-responsive and rejected. All the documents related to BEC must be submitted along with the techno-commercial Bid.</p>			
<b>1.0</b>	<p><b><u>TECHNICAL EVALUATION CRITERIA:</u></b></p> <p><b>The bidder must be incorporated in India and must maintain more than 20% local content for the offered services.</b></p> <p>Regarding calculation of local content and submission of documents during bidding &amp; execution of contracts, provision of Purchase preference policy linked with Local Content (PP-LC) notified vide <b>Letter No. FP-20013/2/2017-FP-PNG dated 17.11.2020</b> of MoPNG (or subsequent amendments, if any) shall be applicable as per the Notification(s) and any amendment thereof.</p> <p>If such local content is not maintained during execution of contract, OIL reserves the right to invoke the Performance Securities submitted by the</p>			

	<p>bidding and supporting companies.</p> <p>A copy of Certificate of Incorporation and undertakings as per the PP-LC notification must be provided along with the Bid. In case of non-submission of the same, the bid shall be rejected straightaway.</p>			
<b>1.1</b>	<p>i) The bidder must be an oil and gas consultancy firm and must have an experience of minimum 15 (Fifteen) years from the original bid closing date in consultancy along with experience in designing and developing business model of Production Enhancement Contracts (PEC) as described in the SOW. Documentary evidence substantiating experience in successful completion of at least 01 (One) contract in designing and developing business model of Production Enhancement Contracts (PEC) establishing minimum 15 (Fifteen) years experience of oil and gas consultancy firm as above must be submitted along with the bid.</p> <p>ii) The bidder shall have an experience of successfully completing at least 01 (One) 'SIMILAR WORK' under a single contract in any E&amp;P Company [Companies engages in Exploration and production of Crude Oil and Natural Gas] during the last 07 (Seven) years reckoned from the original bid closing date.</p>			
	<p><b><u>Notes to BEC Clause 1.1 above and 4.0 below:</u></b></p> <p>A) 'SIMILAR WORK' mentioned in para 1.1 above means experience of successfully completing consulting assignment(s) related to business model of Production Enhancement Contracts (PEC) in upstream oil and gas sector for oil or gas fields.</p> <p>BUSINESS MODEL means business models for Production Enhancement</p>			

	<p>Contract (PEC) in form of collaboration with other E&amp;P players/technology provider for operations management/field development including facility augmentation/technology induction on Revenue sharing/Participating interest basis or any other equivalent model.</p> <p>B) 'SIMILAR WORK' executed by a bidder for its own organization/subsidiary cannot be considered as experience for the purpose of meeting BEC.</p> <p>C) In case the start date of the requisite experience is prior to the prescribed 07 (Seven) years reckoned from the original bid closing date but completion is within the prescribed 07 (Seven) years reckoned from the original bid closing date, such experience shall qualify for evaluation.</p> <p>D) In support of the experience criteria of Clause No. 1.1 i) and ii) above and 4.0 below, the bidder must furnish the following documentary evidences self-certified, in the form of:</p> <p>I. <b><u>In case work experience is against OIL's Contract:</u></b> Bidder must submit Job Completion Certificate issued by the company indicating the following:</p> <p>i) Work order no./Contract No.  ii) Quantity of job done  iii) Period of service  iv) Nature of service</p> <p>II. <b><u>In case work experience is not against OIL's Contract:</u></b> Bidder must submit the following:</p> <p>i) Contract document showing details of work,  and  ii) Job Completion Certificate showing:</p>			
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	<p>(a) Quantity of job done</p> <p>(b) Nature of job done and work order no./Contract no.</p> <p>(c) Contract period and date of completion or</p> <p>ii) SES (Service Entry Sheet)/Certificate of Payment (COP) issued by the company indicating the following:</p> <p>(a) Work order no./Contract no.</p> <p>(b) Quantity done</p> <p>(c) Period of service</p> <p>(d) Nature of service</p> <p>iv) Only Letter of Intent (LOI)/Letter of Award (LOA) or Work Order(s) are not acceptable as evidence.</p> <p>v) Mere award of contract(s) shall not be counted towards experience. Successful completion of the awarded contract(s) to the extent of volume &amp; value, as stipulated respectively under Clause Nos. 1.1 shall only be treated as acceptable experience.</p> <p>E) <b>Eligibility Criteria in case Bid are submitted on the basis of Experience of the Parent/Subsidiary Company:</b></p> <p>Offers of those bidders who themselves do not meet the experience criteria as stipulated in Clause Nos. 1.1 above can also be considered provided the bidder is a subsidiary company of the parent company <b>[supporting company]</b> in which the parent company has 100% stake <b>or</b> parent company can also be considered on the strength of its 100% subsidiary <b>[supporting company]</b>. However, the parent/subsidiary company of the bidder should on its own meet the experience as stipulated in the BEC and should not rely for meeting the experience criteria on its sister subsidiary/co-subsidiary company or</p>			
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	<p>through any other arrangement like Technical Collaboration agreement.</p> <p>In case of subsidiary company dependent upon the experience of the parent company or vice-versa with a view to ensure commitment and involvement of the parent/subsidiary company for successful execution of the contract, the participating bidder should enclose an Agreement (as per format enclosed as <b>PROFORMA-a</b> between the parent and the subsidiary company or vice-versa and Parent/Subsidiary Guarantee (as per format enclosed as <b>PROFORMA-b</b> from the parent/subsidiary company to OIL for fulfilling the obligation under the Agreement, along with the technical bid.</p>			
<p><b>2.0</b></p>	<p><b><u>MOBILISATION TIME:</u></b></p> <p>The bidders must confirm their compliance in their 'technical' bid to complete the mobilization of requisite minimum manpower as per SCC Clause No. 2.1 of the Tender within 15 (Fifteen) days from the date of issuance of Letter of Award (LOA). Offers without confirmation of stipulated mobilization time or with mobilization time more than 15 (Fifteen) days will be summarily rejected. The bidder shall confirm compliance of this in their technical bid.</p>			
<p><b>3.0</b></p>	<p><b><u>FINANCIAL REJECTION CRITERIA:</u></b></p> <p>3.1 The bidder shall have an annual financial turnover of minimum <b>Rs. 27,66,805.00</b> during any of the preceding 03 (Three) financial/accounting years reckoned from the original bid closing date.</p> <p>3.2 Net worth of the bidder must be Positive for the preceding financial/accounting year.</p> <p><u>Note:</u> The Net worth to be considered</p>			

against Clause No. 3.2 above, should be read in conjunction with the definition of Net worth as mentioned in Section 2 (57) of the Companies Act, 2013.

3.3 In case the bidder is a subsidiary company (should be a 100% subsidiary of the parent/ultimate parent/holding company) who does not meet financial criteria by itself and submits bid based on the financial strength of its parent/ultimate parent/holding company, then the parent/ultimate parent/holding company shall have an annual financial turnover of minimum **Rs. 27,66,805.00** during any of the preceding 03 (Three) financial/accounting years reckoned from the original bid closing date. Net worth of all the members must be Positive for the preceding financial/accounting year.

**Note to Financial Clause No. 3.0 above:**

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

(i) Audited Balance Sheet along with Profit & Loss account.

OR

(ii) A certificate issued by a practicing Chartered/Cost Accountant (with Membership Number and Firm Registration Number), as per format prescribed in **PROFORMA-XVII**.

Note: Mention of UDIN (Unique Document Identification Number) is mandatory for all Certificates issued w.e.f. February 1, 2019 by Chartered Accountant in Practice.

(b) 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 shall be considered. In such cases, the Net worth of the previous financial/accounting year excluding the preceding financial/accounting year shall be considered. However, the bidder has to submit an undertaking in support of the same along with their technical bid as per **PROFORMA-X**.

- (c) In case the bidder is a Central Govt. Organization/PSU/State Govt. Organization/Semi-State Govt. Organization or any other Central/State Govt. Undertaking, where the auditor is appointed only after the approval of Comptroller and Auditor General of India and the Central Government, their certificates may be accepted even though FRN is not available. However, bidder to provide documentary evidence for the same.
- (d) In case the bidder is a Government Department, they are exempted from submission of document mentioned under para (a) and (b) above.
- (e) Bid shall be rejected if not accompanied with adequate documentary proof in support of Annual Turnover and Net worth as mentioned in Clause Nos. 3.1 & 3.2.
- (f) In case the bidder is a subsidiary company (should be a 100% subsidiary of the parent/ultimate parent/holding company, in addition to the document of proof of Annual Turnover & Net worth, the bidder shall also submit the

	<p>followings:</p> <ul style="list-style-type: none"> <li>i) Documents to substantiate that the bidder is a 100% subsidiary company of the parent/ultimate/holding parent company.</li> <li>ii) Corporate Guarantee on parent/ultimate parent/holding company's letter head signed by an authorized official undertaking that they would financially support their subsidiary company for executing the project/job in case the same is awarded to them.</li> </ul> <p><b><u>NOTES:</u> OIL reserves the right to ask for any Original or other relevant document to verify the certification.</b></p>			
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**4.0**

**QUALITY & COST BASED SELECTION (QCBS)-SCORING AND EVALUATION CRITERIA**

Bids shall be evaluated both in terms of quality as well as quoted price i.e. Quality & Cost Based Selection (QCBS) methodology. The weightage for quality is 60 and the weightage for the quoted price is 40 i.e. Quality:Quoted Price is 60:40. Competency of the bidder shall be evaluated through the QCBS matrix as indicated below:

SI No.	Quality Criteria	Marks
<b>1.</b>	<b>Experience of the bidders in consultancy work related to oil and gas business</b>	<b>10 (max)</b>
a)	Experience of 20 or more than 20 years from the original bid closing date in consultancy along with experience in designing and developing business model of Production Enhancement Contracts (PEC) as described in the SOW. Documentary evidence substantiating experience in successful completion of at least 01 (One) contract in designing and developing business model of Production Enhancement Contracts (PEC) establishing minimum 20 (Twenty) years experience of oil and gas consultancy firm as above must be submitted along with the bid.	10
b)	Experience of 15 or more than 15 years but less than 20 years from the original bid closing date in consultancy along with experience in designing and developing business model of Production Enhancement Contracts (PEC) as described in the SOW. Documentary evidence substantiating experience in successful completion of at least 01 (One) contract in designing and developing business model of Production Enhancement Contracts (PEC) establishing minimum 15 (Fifteen) years experience of oil and gas consultancy firm as above must be submitted along with the bid.	5
<b>2.</b>	<b>Experience of successfully executing/completing consulting assignment(s) related to business model of Production Enhancement Contracts (PEC) under a single contract in upstream oil and gas sector for oil or gas fields/part of oil or gas field/cluster of oil or gas wells, during the last 07 (Seven) years reckoned from the original bid closing date.</b>	<b>30 (max)</b>
a)	Completing 05 or more consulting contracts as described in point no. 2. Documentary evidence to be submitted as per Clause Ref: <b>Notes to BEC Clause 1.1 above and 4.0 below D)</b> '.	30
b)	Completing 3 or 4 consulting contracts as described in point no. 2. Documentary evidence to be submitted as per Clause Ref: <b>Notes to BEC Clause 1.1 above and 4.0 below D)</b> '.	22
c)	Completing 1 or 2 consulting contracts as described in point no. 2. Documentary evidence to be submitted as per Clause Ref: <b>Notes to BEC Clause 1.1 above and 4.0 below D)</b> '.	15

<b>3.</b>	<b>Project Team and Credentials</b>		
<b>3.1</b>	<b>Team Leader:</b>		<b>15 (max)</b>
a)	MBA/CA/CMA/M.Com./M.Sc./M.Tech or equivalent qualified professional with minimum 10 (Ten) years of experience in financial/M&A advisory assignments and have worked in 04 (Four) or more numbers of completed financial/M&A assignments in upstream oil and gas international transaction.	15	
b)	MBA/CA/CMA/M.Com./M.Sc./M.Tech or equivalent qualified professional with minimum 10 (Ten) years of experience in financial/M&A advisory assignments and have worked in 03 (Three) numbers of completed financial/M&A assignments in upstream oil and gas international transaction.	10	
c)	MBA/CA/CMA/M.Com./M.Sc./M.Tech or equivalent qualified professional with minimum 10 (Ten) years of experience in financial/M&A advisory assignments and have worked in 02 (Two) numbers of completed financial/M&A assignments in upstream oil and gas international transaction.	5	
<b>3.2</b>	<b>Core team Members (Minimum three members)</b>		<b>5 (max)</b>
	MBA/CA/CMA/M.Com./M.Sc./M.Tech or equivalent qualified with minimum 05 (Five) years of experience in handling Financial/M&A advisory assignments and must have worked in 02 (Two) numbers of completed financial/M&A assignments in upstream oil and gas international transaction.	5	
<b>TOTAL</b>			<b>60</b>

**Notes:**

- i) It shall be the bidder's responsibility to ensure submission of unambiguous/clear and sufficient documentary evidence in support of the evaluation criteria/QCBS.
- ii) It may be noted that OIL shall seek no clarification against the documents submitted by the bidder to substantiate the quality parameters tabulated above, after the technical bid opening. Therefore, bidders must ensure that such documents (in toto) are submitted as part of the original submission. Also, the bidders must indicate – (i) Details of the document (document Ref. No., relevant Page No. etc.) submitted & (ii) Marks claimed by the bidder against each quality parameter, in the format prescribed in

	<p><b>PROFORMA-XY</b> and submit the same along with the technical bid.</p> <p>iii) Since bidder's qualification marks are linked with the qualification of personnel, bidders should ensure that the same persons, whose CV's are part of the offer are deployed during the execution of the Project. An undertaking in this respect to be provided by the bidder. Bidders are free to quote for multiple persons against Team Leader and Core Team Member having equal or more experience and qualification, however, for marking against QCBC, persons with least qualification will be considered.</p> <p>iv) A bid shall have to meet a minimum qualifying mark of 30 (50% of the total marks) in quality evaluation criteria as per Clause No. 4.0 above. Bids not meeting the minimum qualifying marks in quality criteria shall be rejected. The bids meeting the minimum qualifying marks shall be eligible for price bid evaluation as per Clause No. 6.0 below.</p>			
<p><b>5.0</b></p>	<p><b><u>COMMERCIAL EVALUATION CRITERIA:</u></b></p> <p>5.1 Bids shall be submitted under single stage Two Bid System i.e. Technical Bid and Priced Bid separately in the OIL's e-Tender portal. The Technical Bid is to be uploaded as per Scope of Work &amp; Technical Specification of the tender in <b>“Technical Attachments” Tab</b> and Priced Bid as per Proforma-B uploaded in the <b>“Notes &amp; Attachments” Tab</b>. Bids shall be rejected outright if the prices are indicated in the technical bids. Bids not conforming to this two-bid system shall be rejected outright.</p> <p>5.2 Bidder shall offer firm prices. Price</p>			

quoted by the successful bidder must remain firm during the execution of the contract and not subject to variation on any account.

5.3 Bids should be valid for a period of **120 (one-hundred twenty)** days. Bids with shorter validity shall be rejected as being non-responsive.

5.4 Bid Security is not applicable against this tender. However, bidders shall submit along with their bid a signed **“Bid Security Declaration” (PROFORMA-V)** accepting that, if they withdraw or modify their bids during the period of validity; or if they are awarded the contract and they fail to sign the contract; or if they fail to submit performance security before the deadline defined in the NIT; they shall be suspended for the period of two years. This suspension of two years shall be automatic without conducting any enquiry.

5.5 The Integrity Pact must be uploaded in OIL’s E-Procurement portal along with the Technical Bid digitally signed by the same signatory who digitally signed the Bid i.e. who is duly authorized to sign the Bid. If any bidder refuses to sign Integrity Pact or declines to submit the Integrity Pact, their bid shall be rejected.

5.6 Bids received through the e-procurement portal shall only be accepted. Bids received in any other form shall not be accepted.

5.7 The bid documents are non-transferable. Bid can only be submitted in the name of the bidder in whose name the User ID and Password have been issued. Unsolicited bids shall not be considered and shall be straightway rejected.

	<p>5.8 Any physical documents wherever called for, submitted by bidders shall contain no interlineations, white fluid erasures or overwriting except as necessary to correct errors made by the Bidder, in which case such correction shall be initialled by the person or persons who has/have digitally signed the Bid.</p> <p>5.9 Any Bid containing false statement shall be rejected.</p> <p>5.10 Bidders must quote clearly and strictly in accordance with the price schedule outlined in “Price Bid Format” of Bid Document, otherwise the Bid shall be summarily rejected.</p> <p>5.11 Bidders shall quote directly and not through their Agent/ Representative/Retainer/Associate.</p> <p>5.12 Bidder must accept and comply with the following clauses as given in the Bid Document in toto failing which bid shall be rejected:</p> <ul style="list-style-type: none"> <li>i) Performance Security Clause</li> <li>ii) Taxes Clause</li> <li>iii) Insurance Clause</li> <li>iv) Force Majeure Clause</li> <li>v) Termination Clause</li> <li>vi) Arbitration Clause</li> <li>vii) Liability Clause</li> <li>viii) Withholding Clause</li> <li>ix) Liquidated damages Clause</li> <li>x) Firm price</li> <li>xi) Bid Security Declaration</li> <li>xii) Integrity Pact</li> </ul>			
<p><b>6.0</b></p>	<p><b><u>PRICE EVALUATION CRITERIA:</u></b></p> <p>The bids conforming to the technical specifications, terms and conditions stipulated in the bidding document and considered to be responsive after subjected to bid evaluation criteria shall be considered</p>			

for further evaluation as per the price evaluation criteria given below:

- 6.1 If there is any discrepancy between the unit price and the total price, the unit price shall prevail and the total price shall be corrected. Similarly, if there is any discrepancy between words and figure, the amounts in words shall prevail and shall be adopted for evaluation.
- 6.2 The contract shall be signed with successful bidder for the required services as per 'Scope of Work' of the IFB.
- 6.3 The bidders must quote their rates in the manner as called for vide "Schedule of Rates" under **Section - IV** and the summarized price schedule format vide enclosed **Proforma-B**.
- 6.4 The quantities shown against each item in the "Price Bid Format (i.e. in Proforma-B)" shall be considered for the purpose of Bid Evaluation. It is, however, to be clearly understood that the assumptions made in respect of the number of days/parameters for various operations are only for the purpose of evaluation of the bid and the Contractor shall be paid on the basis of the actual number of days/parameter, as the case may be.
- 6.5 To ascertain the inter-se-ranking, the comparison of the responsive bids shall be made subject to loading for any deviation. Commercial Bids shall be evaluated taking into account the rates quoted in the **Price Bid Format** as per 'Proforma-B'.

6.6 **INTER-SE-RANKING OF THE QUALIFIED BIDS:**

To ascertain the inter-se-ranking of the

bids, the Quality & Cost Based Selection (QCBS) methodology as mentioned below shall be adopted:

An Evaluated Bid Score (B) will be calculated for each bid, which meets the minimum Qualifying marks of 30 in Quality Evaluation Criteria, using the following formula in order to have a comprehensive assessment of the Bid price and the Quality of each bid:

$$B=(C_{low}/C)*100*X + (T/T_{high})*100*Y$$

Where,

C = Evaluated Bid Price of the bidder

C<sub>low</sub> = The lowest of the evaluated bid prices amongst responsive bids.

T = The total marks obtained by the bidder against Quality criteria

T<sub>high</sub> = The total marks achieved by the best bid among all responsive bids against Quality criteria

X = 0.4 (The weightage for Quoted price is 40)

Y = 0.6 (The weightage for Quality is 60)

**Note:**

- i) The Evaluated Bid Score (B) shall be considered upto two decimal places.
- ii) Contract shall be awarded to the bidder with the highest evaluated bid score (B).
- iii) In the event of two or more bids having the same highest evaluated bid score (B), the bid scoring the highest marks against quality criteria shall be recommended for award of contract. Even if there is a tie, draw of lots shall be resorted to arrive at the recommended bidder.

6.7 OIL shall prefer to deal with registered bidder under GST. Therefore, bidders are requested to get themselves registered under GST, if not registered

	<p>yet.</p> <p>However, in case any unregistered bidder is submitting their bid, their prices shall be loaded with applicable GST while evaluation of bid. Where OIL is entitled for input credit of GST, the same shall be considered for evaluation of bid as per evaluation methodology of tender document.</p> <p>6.8 Price Bid uploaded without giving any of the details of the taxes (Including rates and amounts) shall be considered as inclusive of all taxes including GST.</p> <p>When a bidder mentions taxes as extra without specifying the rates &amp; amount, the offer shall be loaded with maximum value towards taxes received against the tender for comparison purposes. If the bidder emerges as lowest bidder after such loading, in the event of order on that bidder, taxes mentioned by OIL on the Purchase Order/Contracts shall be binding on the bidder.</p> <p>6.9 Input Tax Credit on GST (Goods &amp; Service Tax) for this service is NOT available to OIL &amp; the bids shall be evaluated based on total price including GST.</p> <p>6.10 Based on the evaluation of techno-commercially qualified bidders, the job shall be awarded to the bidder with the highest evaluated bid score (B) as mentioned in Clause No. 6.6 above.</p>			
<p><b>7.0</b></p>	<p><b><u>GENERAL:</u></b></p> <p>7.1 In case bidder takes exception to any clause of bid document not covered under BEC, then the Company has the discretion to load or reject the offer on account of such exception if the bidder does not withdraw/modify the</p>			

	<p>deviation when/as advised by company. The loading so done by the Company shall be final and binding on the bidders.</p> <p>7.2 To ascertain the substantial responsiveness of the Bid the Company reserves the right to ask the bidder for clarification in respect of clauses under BEC also and such clarifications fulfilling the BEC clauses in toto must be received on or before the deadline given by the Company, failing which the offer shall be summarily rejected.</p> <p>7.3 If any of the clauses in the BEC contradict with other clauses of the Bid Document elsewhere, then the clauses in the BEC shall prevail.</p>			
<b>8.0</b>	<p><b><u>COMPLIANCE OF THE COMPETITION ACT, 2002:</u></b> The bidder shall strictly comply with the provisions of the Competition Act, 2002, more particularly, Section-3 of the Act. Any violation the provisions of the Act shall attract penal action under the Act.</p>			
<b>9.0</b>	<p><b><u>PURCHASE PREFERENCE CLAUSE:</u></b> Purchase Preference to MSE's and Purchase Preference Policy (Linked with Local Content) (PP-LC) shall NOT applicable against this tender.</p>			

**FORMAT OF AGREEMENT BETWEEN BIDDER AND THEIR PARENT  
COMPANY/ 100% SUBSIDIARY COMPANY (As the case may be)  
(TO BE EXECUTED ON STAMP PAPER OF REQUISITE VALUE  
AND NOTARIZED)**

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

WHEREAS

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

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

1. M/s. \_\_\_\_\_ (Bidder) will submit an offer to OIL for the full scope of work as envisaged in the tender document as a main bidder and liaise with OIL directly for any clarifications etc. in this context.

2. M/s. \_\_\_\_\_ (Parent Company/Subsidiary Company (Delete whichever not applicable)) undertakes to provide technical support and expertise, expert manpower and procurement assistance and project management to support the bidder to discharge its obligations as per the Scope of work of the tender/ Contract for which offer has been made by the Parent Company/Subsidiary Company (Delete whichever not applicable) and accepted by the bidder.

3. This agreement will remain valid till validity of bidder's offer to OIL including extension if any and till satisfactory performance of the contract in the event the contract is awarded by OIL to the bidder.

4. It is further agreed that for the performance of work during contract period bidder and Parent Company/Subsidiary Company (Delete whichever not applicable) shall be jointly and severally responsible to OIL for satisfactory execution of the contract.

5. However, the bidder shall have the overall responsibility of satisfactory execution of the contract awarded by OIL.

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

For and on behalf of  
(Bidder)

For and on behalf of  
(Parent Company/Subsidiary Comp:  
(Delete whichever not applicable)

M/s.  
Witness:  
1)  
2)

M/s.  
Witness:  
1)  
2)

**PARENT COMPANY/SUBSIDIARY COMPANY GUARANTEE**  
**(Delete whichever not applicable)**  
**(TO BE EXECUTED ON STAMP PAPER OF REQUISITE VALUE**  
**AND NOTARIZED)**  
**DEED OF GUARANTEE**

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

WHEREAS

M/s Oil India Limited, a company duly registered under the Companies Act 1956, having its Registered Office at Duliajan in the State of Assam, India, hereinafter called “OIL” which expression shall unless excluded by or repugnant to the context thereof, be deemed to include its successor and assigns, invited tender number ..... for ..... on ..... M/s ..... (mention complete name), a company duly organized and existing under the laws of ..... (insert jurisdiction/country), having its Registered Office at ..... (give complete address) hereinafter called “the Company” which expression shall, unless excluded by or repugnant to the subject or context thereof, be deemed to include its successor and permitted assigns, have, in response to the above mentioned tender invited by OIL, submitted their bid number ..... to OIL with one of the condition that the Company shall arrange a guarantee from its parent company guaranteeing due and satisfactory performance of the work covered under the said tender including any change therein as may be deemed appropriate by OIL at any stage.

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

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

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

1. The Guarantor (Parent Company/**100% Subsidiary Company (Delete whichever not applicable)**) unconditionally agrees that in case of non-performance by the Company of any of its obligations in any respect, the Guarantor shall, immediately on receipt of notice of demand by OIL, take up the job without any demur or objection, in continuation and without loss of time and without any cost to OIL and duly perform the obligations of the Company to the satisfaction of OIL.
2. The Guarantor agrees that the Guarantee herein contained shall remain valid and enforceable till the satisfactory execution and completion of the work (including discharge of the warranty obligations) awarded to the Company.

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

4. The liability of the Guarantor, under the Guarantee, is limited to the 50% of the annualized contract price entered between the Company and OIL. This will, however, be in addition to the forfeiture of the Performance Guarantee furnished by the Company.

5. The Guarantor represents that this Guarantee has been issued after due observance of the appropriate laws in force in India. The Guarantor hereby undertakes that the Guarantor shall obtain and maintain in full force and effect all the governmental and other approvals and consents that are necessary and do all other acts and things necessary or desirable in connection therewith or for the due performance of the Guarantor's obligations hereunder.

6. The Guarantor also agrees that this Guarantee shall be governed and construed in accordance with the laws in force in India and subject to the exclusive jurisdiction of the courts of ....., India.

7. The Guarantor hereby declares and represents that this Guarantee has been given without any undue influence or coercion, and that the Guarantor has fully understood the implications of the same.

8. The Guarantor represents and confirms that the Guarantor has the legal capacity, power and authority to issue this Guarantee and that giving of this Guarantee and the performance and observations of the obligations hereunder do not contravene any existing laws.

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

Witness:

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

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

Signature \_\_\_\_\_

Name

Designation \_\_\_\_\_

Common seal of the

Company \_\_\_\_\_

Witness:

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

**PROFORMA-XY (REVISED)**

SI No.	Quality Criteria	Marks	Bidder to indicate the following	
			Details of submitted Documents (e.g. Document Ref. No., Pg. No. etc.)	Marks claimed by the Bidder
<b>1.</b>	<b>Experience of the Bidders in consultancy work related to oil and gas Business</b>	<b>10 (max)</b>		
a)	Experience of more than 20 years	10		
b)	Experience more than 15 years but less than 20 years	5		
<b>2.</b>	<b>Experience of successfully executing/completing at least 01 (One) experience of consulting assignment(s) related to business model of Production Enhancement Contracts (PEC) under a single contract in upstream oil and gas sector for oil or gas fields/part of oil or gas field/cluster of oil or gas wells, during the last 07 (Seven) years reckoned from the original bid closing date.</b>	<b>30 (max)</b>		
a)	Completing 05 or more consulting contracts as described in point no. 1.	30		
b)	Completing 3 or 4 consulting contracts as described in point no. 1.	22		
c)	Completing 1 or 2 consulting contracts as described in point no. 1.	15		
<b>3.</b>	<b>Project Team and Credentials</b>			
<b>3.1</b>	<b>Team Leader:</b>	<b>15 (max)</b>		
a)	Suitably qualified professional with minimum 10 (Ten) years of experience in financial/M&A advisory assignments and have worked in 04 (Four) or more numbers of completed financial/M&A assignments in upstream oil and gas international transaction.	15		
b)	Suitably qualified professional with minimum 10 (Ten) years of experience in financial/M&A advisory assignments and have worked in 03 (Three) numbers of completed financial/M&A assignments in upstream oil and gas international transaction.	10		
c)	Suitably qualified professional with minimum 10 (Ten) years of experience in financial/M&A advisory assignments and have worked in 02 (Two) numbers of	5		

	completed financial/M&A assignments in upstream oil and gas international transaction.				
<b>3.2</b>	<b>Core team Members (Minimum three members)</b>		<b>5 (max)</b>		
	Suitably qualified with minimum eight (08) years of experience in handling Financial/M&A advisory assignments and must have worked in 02 (Two) numbers of completed financial/M&A assignments in upstream oil and gas international transaction.	5			
<b>TOTAL</b>			<b>60</b>	<b>Total Marks claimed by the Bidder</b>	