



**AMENDMENT NO. 1 DATED 20.12.2022 TO TENDER NO. CIC1707P23 FOR Hiring Consultancy Service for “Seismic to Simulation Study in Greater Nahorkatiya Oilfield of Oil India Limited”.**

This amendment no.1 is issued to notify the following changes:-

**A. Amendment towards existing clause:**

Clause no./Reference Documents	Existing clause	Amended Clause
2.1 EXPERIENCE (i)	The bidder must be an oil and gas consultancy firm and must have an experience in consultancy work related to oil and gas business in sub surface Field development studies (FDP) for a period of at least 25 (Twenty Five) years from the original bid closing date OR should have carried out works similar to those described in clause no. 3.0 of the Scope of Work (SoW)/ Terms of Reference (TOR) for a period of at least 25 (Twenty Five) years from the original bid closing date.	The bidder must be an oil and gas consultancy firm and must have an experience in consultancy work related to oil and gas business in sub surface Field development studies (FDP) for a period of at least 15 (Fifteen) years from the original bid closing date OR should have carried out works similar to those described in clause no. 3.0 of the Scope of Work (SoW)/ Terms of Reference (TOR) for a period of at least 15 (Fifteen) years from the original bid closing date.
2.1 EXPERIENCE (ii)	Additionally, the bidder must have experience of completing at least 02 similar work as described in the SoW of this tender OR should have experience of completing at least 02 oil and gas sub surface field development plan (FDP) studies during the last 07(Seven) years reckoned from the original bid closing date. The fields shown here for the last 7 years experience must have at least 10 years of production history and 200 MMBLS of oil	Additionally, the bidder must have experience of completing at least 02 similar work as described in the SoW of this tender OR should have experience of completing at least 02 oil and gas sub surface field development plan (FDP) studies during the last 10(Ten) years reckoned from the original bid closing date. The fields shown here for the last 10 years experience must have at least 10 years of production history and 200 MMBLS of oil
9.0 QUALITY & COST BASED SELECTION (QCBS) METHODOLOGY: Sl. No. 1	Experience of the Consultancy Firm in completing no. of specified work as listed in Clause No. 2.1 above {15 (max) 09 (min)} <ul style="list-style-type: none"><li>Oil and gas consultancy firm having experience in consultancy work related to oil and gas business in sub surface Field Development Plan (FDP) using static and dynamic modelling studies OR other works similar to those described in clause no. 3.0 of the Scope of Work (SoW)</li></ul>	Experience of the Consultancy Firm in completing no. of specified work as listed in Clause No. 2.1 above {15 (max) 09 (min)} <ul style="list-style-type: none"><li>Oil and gas consultancy firm having experience in consultancy work related to oil and gas business in sub surface Field Development Plan (FDP) using static and dynamic modelling studies OR other works similar to those described in clause no. 3.0 of the Scope of Work (SoW) for a</li></ul>

	<p>for a period of 35 (Thirty Five) years or more from the original bid closing date – <b>Marks to get 15</b></p> <ul style="list-style-type: none"> <li>• Oil and gas consultancy firm having experience in consultancy work related to oil and gas business in sub surface Field Development Plan (FDP) using static and dynamic modelling studies OR other works similar to those described in clause no. 3.0 of the Scope of Work (SoW)for a period of 30 (Thirty) years or more but less than 35 (Thirty Five) years from the original bid closing date– <b>Marks to get 12</b></li> <li>• Oil and gas consultancy firm having experience in consultancy work related to oil and gas business in sub surface Field Development Plan (FDP) using static and dynamic modelling studies OR other works similar to those described in clause no. 3.0 of the Scope of Work (SoW)for a period of 25 (Twenty Five) years or more but less than 30 (Thirty) years from the original bid closing date– <b>Marks to get 09</b></li> </ul>	<p>period of 35 (Thirty Five) years or more from the original bid closing date – <b>Marks to get 15</b></p> <ul style="list-style-type: none"> <li>• Oil and gas consultancy firm having experience in consultancy work related to oil and gas business in sub surface Field Development Plan (FDP) using static and dynamic modelling studies OR other works similar to those described in clause no. 3.0 of the Scope of Work (SoW)for a period of 25 (Twenty Five) years or more but less than 35 (Thirty Five) years from the original bid closing date– <b>Marks to get 12</b></li> <li>• Oil and gas consultancy firm having experience in consultancy work related to oil and gas business in sub surface Field Development Plan (FDP) using static and dynamic modelling studies OR other works similar to those described in clause no. 3.0 of the Scope of Work (SoW)for a period of 15 (Fifteen) years or more but less than 25 (Twenty Five) years from the original bid closing date– <b>Marks to get 09</b></li> </ul>
<p>9.0 QUALITY &amp; COST BASED SELECTION (QCBS) METHODOLOGY: Sl. No. 2</p>	<p>Experience of the Consultancy Firm in completing no. of specified work as listed in Clause No. 2.1 above {15 (max) 09 (min)}</p> <ul style="list-style-type: none"> <li>• Completion of 04 or more similar work as described in the SoW OR 04 or more oil and gas sub surface field development plan (FDP) using static and dynamic modelling studies for a field with minimum 10 years production and 200 MM bbls oil in-place during the last 07 (Seven) years reckoned from the original bid closing date– <b>Marks to get 15</b></li> <li>• Completion of 03 similar work as described in the SoW OR 03 oil and gas sub surface field development plan (FDP) using static and dynamic modelling studies for a field with minimum 10 years production and 200 MM bbls oil in-place during the last 07 (Seven) years reckoned from the original bid closing date– <b>Marks to get 12</b></li> </ul>	<p>Experience of the Consultancy Firm in completing no. of specified work as listed in Clause No. 2.1 above {15 (max) 09 (min)}</p> <ul style="list-style-type: none"> <li>• Completion of 04 or more similar work as described in the SoW OR 04 or more oil and gas sub surface field development plan (FDP) using static and dynamic modelling studies for a field with minimum 10 years production and 200 MM bbls oil in-place during the last 10 (Ten) years reckoned from the original bid closing date– <b>Marks to get 15</b></li> <li>• Completion of 03 similar work as described in the SoW OR 03 oil and gas sub surface field development plan (FDP) using static and dynamic modelling studies for a field with minimum 10 years production and 200 MM bbls oil in-place during the last 10 (Ten) years reckoned from the original bid closing date– <b>Marks</b></li> </ul>

	<ul style="list-style-type: none"> <li>Completion of 02 similar work as described in the SoW OR 02 oil and gas sub surface field development plan (FDP) using static and dynamic modelling studies for a field with minimum 10 years production and 200 MM bbls oil in-place during the last 07 (Seven) years reckoned from the original bid closing date– <b>Marks to get 09</b></li> </ul>	<ul style="list-style-type: none"> <li>Completion of 02 similar work as described in the SoW OR 02 oil and gas sub surface field development plan (FDP) using static and dynamic modelling studies for a field with minimum 10 years production and 200 MM bbls oil in-place during the last 10 (Ten) years reckoned from the original bid closing date– <b>Marks to get 12</b></li> </ul>
Point No. 6 of QCBS	Experience of the Associate Consultant in consultancy work related to oil and gas business (lowest experience of all the senior consultant involved in various phases to be considered for allotting marks)	Experience of the Associate Consultant in consultancy work related to oil and gas business (lowest experience of all the <u>associate consultant</u> involved in various phases to be considered for allotting marks)
Point No. 7 of QCBS	Experience of the Associate Consultant in consultancy work related to oil and gas business (lowest experience of all the senior consultant involved in various phases to be considered for allotting marks)	Experience of the Associate Consultant in consultancy work related to oil and gas business (lowest experience of all the <u>associate consultant</u> involved in various phases to be considered for allotting marks)

## B. Amendments for addition of new clauses

New Clauses
<p><b>1. IN CASE BID SUBMITTED ON THE BASIS OF THE TECHNICAL EXPERIENCE OF THE PARENT/SUBSIDIARY COMPANY (Clause 3.1 of BEC/BRC):</b></p> <p><b>FINANCIAL CRITERIA (Additional Clause):</b> In this case, the bidder can bid on the Financial strength of the parent/ultimate parent/Holding company. However, the bidder should be 100% subsidiary of the parent/ultimate parent/Holding company. All other relevant supporting documents to be provided after inspection/certification accordingly.</p> <p><b>PERFORMANCE BANK GUARANTEE:</b> In this case:</p> <p>(i) Undertaking by the supporting company to provide a performance security (as per format and instructions enclosed at PROFORMA- XVIII), equivalent to 50% of the performance security which is to be submitted by the bidding company additionally, in case the supported bidding company is the successful bidder.</p> <p>(ii) Undertaking from the supporting company to the effect that in addition to invoking the performance security submitted by the contractor, the performance security provided by supporting company shall be invoked by OIL due to non-performance of the contractor.</p> <p>Note: In case supporting company fails to submit performance bank guarantee as per (i) above, action will be initiated as per <b>PROFORMA – E</b> of this Tender Document.</p> <p>(iii) Corporate Guarantee of parent/ultimate parent/Holding company (as per format enclosed as <b>PROFORMA - XX</b> by the authorized officials to be submitted.</p>

2. **ELIGIBILITY CRITERIA IN CASE BID IS SUBMITTED ON THE BASIS OF EXPERIENCE OF SISTER SUBSIDIARY/ CO-SUBSIDIARY COMPANY:** Offers of those bidders who themselves do not meet the experience criteria as stipulated in Clause Nos. 2.1 of the BEC/BRC can also be considered based on the experience criteria of their sister subsidiary/ co- subsidiary company within the ultimate parent/ holding company subject to meeting of the following conditions:

(i) Provided that the sister subsidiary/ co-subsidiary company and the bidding company are both 100% subsidiaries of an ultimate parent/holding company either directly or through intermediate 100% subsidiaries of the ultimate parent/ holding company or through any other 100% subsidiary company within the ultimate/holding parent company. Documentary evidence to this effect to be submitted by the ultimate parent/ holding company along with the technical bid.

(ii) Provided that the sister subsidiary/ co-subsidiary company on its own meets and not through any other arrangement like Technical Collaboration agreement meets the experience criteria stipulated in the BEC.

(iii) Undertaking by the supporting company to provide a performance security (as per format and instructions enclosed at **PROFORMA- XVIII**), equivalent to 50% of the value of the performance security, which is to be submitted by the bidding company, in case the supported bidding company is the successful bidder.

(iv) Undertaking from the supporting company to the effect that in addition to invoking the performance security submitted by the contractor, the performance security provided by supporting company shall be invoked by OIL due to non-performance of the contractor.

Note: In case supporting company fails to submit performance bank guarantee as per (i) above, action will be initiated as per **PROFORMA – E** of this Tender Document.

**Note to Clause:** The subsidiary/parent/ sister subsidiary / co-subsidiary companies (on the technical strength of which the bid has been submitted) at its own shall meet the experience criteria as per clause no. 2.1. The experience of the subsidiary/parent/ sister subsidiary / co-subsidiary companies with other firm(s) will not be qualified. In this regard, the documents establishing experience of the subsidiary/parent/ sister subsidiary / co-subsidiary companies shall be submitted as per clause 2.1 above.

**FINANCIAL:** In this case, the bidder can bid on the Financial strength of the parent/ultimate parent/Holding company. However, the bidder should be 100% subsidiary of the parent/ultimate parent/Holding company. All other relevant supporting documents to be provided after inspection/certification accordingly.

**PERFORMANCE BANK GUARANTEE:** In this case:

- i. Undertaking by the supporting company (sister subsidiary/ co-subsidiary company) to provide a performance security (as per format and instructions enclosed at **PROFORMA- XVIII**), equivalent to 50% of the performance security which is to be submitted by the bidding company additionally, in case the supported bidding company is the successful bidder.
- ii. Undertaking from the supporting company to the effect that in addition to invoking the performance security submitted by the contractor, the performance security provided by supporting company shall be invoked by OIL due to non-performance of the contractor.

Note: In case supporting company fails to submit performance bank guarantee as per (i) above, action will be initiated as per **PROFORMA – E** of this Tender Document.

- iii. Corporate Guarantee of parent/ultimate parent/Holding company (as per format enclosed as PROFORMA - XX by the authorized officials to be submitted.

**3. ELIGIBILITY CRITERIA IN CASE OF BID FROM INDIAN COMPANY WITH TECHNICAL COLLABORATION:**

In case the bidder does not meet the technical and experience criteria as per clause no. 2.1 at its own, may also bid on the strength of Technical Collaborator (TC) provided all the following criteria are compiled:

(i) The primary bidder (Indian Company) should have experience of carrying out at least 01 (one) sub-surface static and dynamic modelling based field development study of Oil and Gas Field over the last 10 years period on its own. In this regard the primary bidder must submit contract documents showing details of work and a job completion certificate (or equivalent documents proving the job completion) showing work order number / contract no, nature of job done and date of completion.

(ii) The Technical Collaborator, on its own, shall meet the experience criteria as per clause no. 2.1 above. The experience of the Technical Collaborator involving other firm's technical competency will not be qualified. In this regard, the documents establishing experience of the Technical Collaborator shall be submitted as per clause 2.1 above.

(iii) The Technical Collaborator must deploy a minimum of 80% of the technical workforce (under pay roll of Technical Collaborator) as mentioned in Text Table 1 of Clause 6.2 of the Scope of Work.

(iv) Primary bidder quoting based on the strength of technical collaborator, shall submit a Memorandum of Understanding (MOU) / Agreement with their technical collaborator clearly indicating their roles and responsibilities under the scope of work which shall be addressed to OIL and shall remain valid and binding for the contract period under this tender.

(v) The Technical Collaborator should collaborate with only one Primary bidder for this tender. Multiple bid submissions by Primary bidder or Technical Collaborator may result in the rejection of their bids.

**FINANCIAL:** The primary bidder shall meet the financial criteria under clause no. 5.0 of BEC/BRC. In this regard the primary bidder must produce the documents as mentioned in notes to clause.

**PERFORMANCE BANK GUARANTEE:** In this case:

- i. Undertaking by the supporting company (Technical Collaborator) to provide a performance security (as per format and instructions enclosed at PROFORMA- XVIII), equivalent to 50% of the performance security which is to be submitted by the bidding company additionally, in case the supported bidding company is the successful bidder.
- ii. Undertaking from the supporting company to the effect that in addition to invoking the performance security submitted by the contractor, the performance security provided by supporting company shall be invoked by OIL due to non-performance of the contractor.

Note: In case supporting company fails to submit performance bank guarantee as per (i) above, action will be initiated as per **PROFORMA – E** of this Tender Document.

C. Proforma is attached herewith.

All others terms and conditions of the Bid Document remain unchanged.

Sd/-

(B Bharali)

CHIEF MANAGER MATERIALS (PL)  
FOR GENERAL MANAGER - MATERIALS (PL)  
FOR CHIEF GENERAL MANAGER (PLS)

**FORM OF PERFORMANCE BANKGUARANTEE FOR ULTIMATE PARENT/SUPPORTING COMPANY**

To

**M/s OIL INDIA LIMITED (OIL)  
CoEES Department**

WHEREAS \_\_\_\_\_ (Name and address of Contractor) (hereinafter called "Contractor", which expression shall, unless repugnant to the context or meaning thereof include all its successors, administrators, executors and assignees) had undertaken, in pursuance of Contract No. \_\_\_\_\_ to execute -----

----- (Brief Description of the Work)(hereinafter called "the Contract").

Further, M/s \_\_\_\_\_ (Name of the ultimate parent) having its registered/head office at \_\_\_\_\_ is the "Ultimate Parent" of "Supporting Company"

M/s.....(Name of the supporting company with address)/M/s .....(Name of the Contractor with address, in case experience

is taken from the ultimate parent) (hereinafter referred to as the 'SUPPORTING COMPANY'/'ULTIMATE PARENT", which expression shall, unless repugnant to the context or meaning thereof include all its successors, administrators, executors and assignees). Based on the experience/technical strength of the "Supporting Company"/"Ultimate Parent" (whichever is applicable), the CONTRACTOR has qualified for award of contract and has agreed to provide complete technical and other support to the CONTRACTOR for successful completion of the contract as mentioned above, entered between OIL and the CONTRACTOR and OIL having agreed that the "ULTIMATE PARENT/SUPPORTING COMPANY", shall furnish to OIL a performance guarantee for Indian Rupees/US\$ ..... towards providing complete technical and other support to the CONTRACTOR for successful completion of the contract as mentioned above,

AND WHEREAS we have agreed to give the "ULTIMATE PARENT/SUPPORTING COMPANY", such a Bank Guarantee; NOW THEREFORE we hereby affirm that we are Guarantors on behalf of the "ULTIMATE PARENT/SUPPORTING COMPANY", up to a total of (Amount of

Guarantee in figures) \_\_\_\_\_ (in words \_\_\_\_\_), such amount being payable in the types and proportions of currencies in which the Contract price is payable, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of guarantee sum as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein. We hereby waive the necessity of your demanding the said debt from the Contractor/ULTIMATE PARENT/SUPPORTING COMPANY before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the Contract or the work to be performed there under or of any of the Contract documents which may be made between you and the Contractor shall in any way cease us from any liability under this guarantee, and we hereby waive notice of such change, addition or modification.

This guarantee is valid until the \_\_\_\_\_ day of \_\_\_\_\_ .

The details of the Issuing Bank and Controlling Bank are as under:

B. Issuing Bank:

Tender No. \_\_\_\_\_

BANK FAX NO:

BANK EMAIL ID:

BANK TELEPHONE NO:

IFSC CODE OF THE BANK:

C. Controlling Office:

Address of the Controlling Office of the BG issuing Bank:

Name of the Contact Person at the Controlling Office with Mobile No. and e-mail address:

SIGNATURE AND SEAL OF THE GUARANTORS \_\_\_\_\_

Designation \_\_\_\_\_

Name of Bank \_\_\_\_\_ \_ Address \_\_\_\_\_ Witness \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

Date: \_\_\_\_\_ Place: \_\_\_\_\_

Note:

The Bank Guarantee issuing bank branch shall ensure the following:

a. The Bank Guarantee issued by the bank shall be routed through SFMS platform as per the following details:

- i) "MT 760/MT 760 COV" for issuance of bank guarantee.
- ii) "MT 760/MT 767 COV" for amendment of bank guarantee.

The above message/intimation shall be sent through SFMS by the BG issuing bank branch indicating the Tender No. \_\_\_\_\_ to HDFC Bank Limited, Duliajan Branch, Utopia Complex, BOC Gate, Jayanagar, Duliajan, Dibrugarh, PIN – 786602.

b. Bank Guarantee issued by a Scheduled Bank in India at the request of some other Non-Scheduled Bank of India shall not be acceptable.



**FORMAT OF AGREEMENT BETWEEN BIDDER, THEIR SISTER SUBSIDIARY/COSUBSIDIARY COMPANY AND THE ULTIMATE PARENT/HOLDING COMPANY OF BOTH THE BIDDER AND THE SISTER**

**SUBSIDIARY/CO-SUBSIDIARY** (Strike out whichever is not applicable between Ultimate Parent and Holding Company. Similarly strike out whichever is not applicable between Sister Subsidiary and Co-subsidiary Company)

(IN CASE OF INDIAN BIDDER TO BE EXECUTED ON STAMP PAPER OF REQUISITE VALUE AND NOTORISED)

This agreement made this \_\_\_ day of \_\_\_ month \_\_\_ year by and between M/s. \_\_\_\_\_ (Fill in Bidder's full name, constitution and registered office address) hereinafter referred to as "Bidder" of the first part and M/s. \_\_\_\_\_ (Fill in full name, constitution and registered office address of Sister Subsidiary/Co-subsidiary Company of the Bidder) herein after referred to as "Sister Subsidiary/ Co-subsidiary" of the second part and M/s. \_\_\_\_\_ (Fill in the full name, constitution and registered office address of the Ultimate Parent/Holding Company's of both the subsidiaries) hereinafter referred to as "Ultimate Parent/ Holding Company" of the third 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 a technical support of M/s. \_\_\_\_\_ (Sister Subsidiary/Cosubsidiary Company) and Sister Subsidiary/Co- subsidiary Company 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 all the three 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.
2. M/s. \_\_\_\_\_ (Sister Subsidiary/Co-subsidiary Company) undertakes to provide technical support and expertise and expert manpower, material, if any, 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 bidder.
3. This agreement will remain valid till validity of bidder's offer to OIL including extension if any and also till satisfactory performance of the contract in the event the bid is accepted and contract is awarded by OIL to the bidder.
4. Sister Subsidiary/ Co-subsidiary Company unconditionally agrees that in case of award of contract to the Bidder, if the Bidder is unable to execute the contract, they shall, immediately on receipt of notice by OIL, take up the job without any demur or objection, in continuation without loss of time and without any extra cost to OIL and duly perform the obligations of the Bidder/Contractor to the satisfaction of OIL.

5. The Ultimate Parent/Holding Company also confirms and undertakes that the commitment made by the Sister Subsidiary/ Co-subsidiary company in providing the technical support and technical expertise and expert manpower to support the bidder for execution of the contract are honoured.
  
6. The Ultimate Parent/Holding Company also takes full responsibility in getting the contract executed through the Sister subsidiary/ Co-subsidiary company in case the Bidder/Contractor is unable to execute the contract.
  
7. 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 (Sister Subsidiary / Cosubsidiary)	For and on behalf of (Ultimate Parent / Holding Company)
M/s.	M/s.	M/s.
1)	1)	1)
2)	2)	2)

**Note:** In case of contracts involving - (a) manufacture/supply (b) installation and commissioning (c) servicing and maintenance of any equipment, as the bidding company can draw on the experience of their multiple subsidiary sister/Co- subsidiary company (ies) specializing in each sphere of activity, i.e. (a) manufacture/supply (b) installation and commissioning (c) servicing and maintenance, therefore, in that case, the above format shall be signed by all the sister/Co-subsidiary company(ies) and necessary modifications may be made in the above format to include all sister subsidiaries.

**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 \_\_\_\_\_

PARENT/ULTIMATE PARENT/HOLDING COMPANY'S CORPORATE GUARANTEE TOWARDS FINANCIAL STANDING

*(Delete whichever not applicable)*

(TO BE EXECUTED ON COMPANY'S LETTER HEAD)

DEED OF GUARANTEE

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

WHEREAS

M/s. Oil India Limited (hereinafter referred to as OIL) has invited offers vide their Tender No. \_\_\_\_\_ for \_\_\_\_\_ and M/s \_\_\_\_\_ (Bidder) intends to bid against the said tender and desires to have Financial support of M/s

\_\_\_\_\_ [Parent/Ultimate Parent/Holding Company(Delete whichever not applicable)] and whereas Parent/Ultimate Parent/Holding Company(Delete whichever not applicable) represents that they have gone through and understood the requirements of subject tender and are capable and committed to provide the Financial support as required by the bidder for qualifying and successful execution of the contract, if awarded to the bidder.

Now, it is hereby agreed by the Guarantor to give this Guarantee and undertakes as follows:

1. The Guarantor confirms that the Bidder is a 100% subsidiary of the Guarantor.
2. The Guarantor agrees and confirms to provide the Audited Annual Reports of any of the preceding 03(three) financial/accounting years reckoned from the original bid closing date.
3. The Guarantor have an annual financial turnover of minimum **Rs. .... Crores** during any of the preceding 03 (Three) financial/accounting years reckoned from the original bid closing date.
4. **Net worth** of the Guarantor is positive for preceding financial/ accounting year.

5. The Guarantor undertakes to provide financial support to the Bidder for executing the project/job, in case the same is awarded to the Bidder.

6. The Guarantor represents that:

(a) this Guarantee herein contained shall remain valid and enforceable till the satisfactory execution and completion of the work (including discharge of the warranty obligations) awarded to the Bidder.

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

(c) this Guarantee has been issued after due observance of the appropriate laws in force in India.

(d) this Guarantee shall be governed and construed in accordance with the laws in force in India and subject to the exclusive jurisdiction of the courts of New Delhi, India.

(e) this Guarantee has been given without any undue influence or coercion, and that the Guarantor has fully understood the implications of the same.

(f) the Guarantor has the legal capacity, power and authority to issue this Guarantee and that giving of this Guarantee and the performance and observations of the obligations hereunder do not contravene any existing laws.

For and on behalf of  
(Bidder)

For and on behalf of  
(Parent/Ultimate Parent/Holding  
Company (Delete whichever not  
applicable))

Witness:

Witness:

- 1.
- 2.

- 1.
- 2.

Bidder shall submit following filled-up format for Marks claimed by the bidder against each quality parameter:-

	<b>Quality Criteria</b>	<b>Eligible Marks</b>	<b>Marks Claimed</b>	<b>Reference to Supporting documents</b>
<b>1</b>	<b>Experience of the Consultancy Firm in completing no. of specified work as listed in Clause No. 2.1 above</b>			
<b>a)</b>	<b>Oil and gas consultancy firm</b> having experience in consultancy work related to oil and gas business in sub surface Field Development Plan (FDP) using static and dynamic modelling studies OR other works similar to those described in <b>clause no. 3.0</b> of the Scope of Work (SoW) for a period of 35 (Thirty Five) years or more from the original bid closing date	<b>15</b>		
<b>b)</b>	<b>Oil and gas consultancy firm</b> having experience in consultancy work related to oil and gas business in sub surface Field Development Plan (FDP) using static and dynamic modelling studies OR other works similar to those described in <b>clause no. 3.0</b> of the Scope of Work (SoW)for a period of 25 (Twenty Five) years or more but less than 35 (Thirty Five) years from the original bid closing date	<b>12</b>		
<b>c)</b>	<b>Oil and gas consultancy firm</b> having experience in consultancy work related to oil and gas business in sub surface Field Development Plan (FDP) using static and dynamic modelling studies OR other works similar to those described in <b>clause no. 3.0</b> of the Scope of Work (SoW)for a period of 15 (Fifteen) years or more but less than 25 (Twenty Five) years from the original bid closing date	<b>09</b>		

<b>2</b>	<b>Experience of the Consultancy Firm in completing no. of specified work as listed in Clause No. 2.1 above</b>			
<b>a)</b>	Completion of 04 or more similar work as described in the SoW OR 04 or more oil and gas sub surface field development plan (FDP) using static and dynamic modelling studies for a field with minimum 10 years production and 200 MM bbls oil in-place during the last 10 (Ten) years reckoned from the original bid closing date.	<b>15</b>		
<b>b)</b>	Completion of 03 similar work as described in the SoW OR 03 oil and gas sub surface field development plan (FDP) using static and dynamic modelling studies for a field with minimum 10 years production and 200 MM bbls oil in-place during the last 10 (Ten) years reckoned from the original bid closing date.	<b>12</b>		
<b>c)</b>	Completion of 02 similar work as described in the SoW OR 02 oil and gas sub surface field development plan (FDP) using static and dynamic modelling studies for a field with minimum 10 years production and 200 MM bbls oil in-place during the last 10 (Ten) years reckoned from the original bid closing date.	<b>09</b>		
<b>3</b>	<b>Experience of the Project Manager in consultancy work related to oil and gas business</b>			
<b>a)</b>	Overall Experience of 31 years or more with minimum of 15+ years of experience in Reservoir Development projects from the original bid closing date in consultancy work related to oil and gas business in Field development studies (FDP), and other works similar to those described in the SoW/ TOR.	<b>10</b>		
<b>b)</b>	Overall Experience of 28 years or more but less than 31 years with minimum of 15+ years of experience in Reservoir Development projects from the original bid closing date in consultancy work related to oil and gas business in Field development studies (FDP), and other works similar to those described in the SoW/ TOR.	<b>08</b>		
<b>c)</b>	Overall Experience of 25 years or more but less	<b>06</b>		



	than 28 years with minimum of 15+ years of experience in Reservoir Development projects from the original bid closing date in consultancy work related to oil and gas business in Field development studies (FDP), and other works similar to those described in the SoW/ TOR.			
<b>4</b>	<b>Experience of the Senior Consultant in consultancy work related to oil and gas business (lowest experience of all the senior consultant involved in various phases to be considered for allotting marks)</b>			
<b>a)</b>	Experience of 24 years or more from the original bid closing date in consultancy work related to oil and gas business in Field development studies (FDP), and other works similar to those described in the SoW/ TOR	<b>15</b>		
<b>b)</b>	Experience of 22 years or more but less than 24 years from the original bid closing date in consultancy work related to oil and gas business in Field development studies (FDP), and other works similar to those described in the SoW/ TOR	<b>12</b>		
<b>c)</b>	Experience of 20 years or more but less than 22 years from the original bid closing date in date in consultancy work related to oil and gas business in Field development studies (FDP), and other works similar to those described in the SoW/ TOR	<b>09</b>		
<b>5</b>	<b>Experience of the Senior Consultant in consultancy work related to oil and gas business (lowest experience of all the senior consultant involved in various phases to be considered for allotting marks)</b>			
<b>a)</b>	Experience of handling 09 or more similar type of modelling based Field Development Plan (FDP) projects from the original bid closing date in consultancy work related to oil and gas business in Field development studies (FDP), and other works similar to those described in the SoW/ TOR	<b>15</b>		
<b>b)</b>	Experience of handling 07 or more but less than 09 similar type of modelling based Field Development Plan (FDP) projects from the original bid closing date in consultancy work related to oil and gas business in Field development studies (FDP), and other works similar to those described in the SoW/ TOR	<b>12</b>		

c)	Experience of handling 05 or more but less than 07 similar type of modelling based Field Development Plan (FDP) projects from the original bid closing date in consultancy work related to oil and gas business in Field development studies (FDP), and other works similar to those described in the SoW/ TOR	09		
6	<b>Experience of the Associate Consultant in consultancy work related to oil and gas business (lowest experience of all the associate consultant involved in various phases to be considered for allotting marks)</b>			
a)	Experience of 19 years or more from the original bid closing date in consultancy work related to oil and gas business in Field development studies (FDP), and other works similar to those described in the SoW/ TOR	10		
b)	Experience of 17 years or more but less than 19 years from the original bid closing date in consultancy work related to oil and gas business in Field development studies (FDP), and other works similar to those described in the SoW/ TOR	07		
c)	Experience of 15 years or more but less than 17 years from the original bid closing date from the original bid closing date in consultancy work related to oil and gas business in Field development studies (FDP), and other works similar to those described in the SoW/ TOR	05		
7	<b>Experience of the Associate Consultant in consultancy work related to oil and gas business (lowest experience of all the senior consultant involved in various phases to be considered for allotting marks)</b>			
a)	Experience of handling 09 or more similar type of modelling based Field Development Plan (FDP) projects or other works similar to those described in the Scope of Work reckoned from the original bid closing date with experience in handling Industry Standard Software.	10		
b)	Experience of handling 07 or more but less than 09 similar type of modelling based Field Development Plan (FDP) projects or other works similar to those described in the Scope of Work reckoned from the original bid closing date with	07		

	experience in handling Industry Standard Software.			
<b>c)</b>	Experience of handling 05 or more but less than 07 similar type of modelling based Field Development Plan (FDP) projects or other works similar to those described in the Scope of Work reckoned from the original bid closing date with experience in handling Industry Standard Software.	<b>05</b>		
<b>8</b>	<b>Financial Strength</b>			
<b>a)</b>	Annual financial turnover during any of the preceding 03 (Three) financial/accounting years reckoned from the original bid closing date. <b>Above INR 15 Crore</b>	<b>10</b>		
<b>b)</b>	Annual financial turnover during any of the preceding 03 (Three) financial/accounting years reckoned from the original bid closing date. <b>INR 10 Crore to INR 15 Cr</b>	<b>08</b>		
	<b>TOTAL</b>			