

## **ADVERTISEMENT**

### **EXPRESSION OF INTEREST (EOI) NO. EOI/GLOBAL/O/291/2019-20**

Oil India Limited, a Government of India “NAVARATNA” Category Enterprise, engaged in the business of Exploration, Production & Transportation of Crude Oil and Natural Gas and Production of LPG invites Expression of Interest (EOI) from International service provider(s) against **EOI No.: EOI/GLOBAL/O/291/2019-20** for **‘Providing services of oil and gas processing facility on hiring basis in the Khagorijan Field for a period of 03 (three) years with a provision for further extension by 01 (one) year’**. Interested Parties having relevant experience and expertise (details are available at OIL’s website - [www.oil-india.com](http://www.oil-india.com)) are invited to submit their EOI(s) at our e-mail id: [eoicontracts@oilindia.in](mailto:eoicontracts@oilindia.in) or [gcd@oilindia.in](mailto:gcd@oilindia.in), [arupsarmah@oilindia.in](mailto:arupsarmah@oilindia.in), [upasana\\_malakar@oilindia.in](mailto:upasana_malakar@oilindia.in) within the stipulated date as indicated in the detailed EOI, followed by hard copies of the same through courier/post. The offer(s) may also be uploaded in Parties’ FTP server/File sharing website (portal) and the link(s) may be provided to us at any of our above e-mail id within above specified period. All Corrigenda, addenda, amendments, time extensions to the EOI will be hosted on the website and no separate notification shall be issued in the press. Prospective participants against the EOIs are requested to visit the website regularly to keep themselves updated.

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**SUB: EXPRESSION OF INTEREST (EOI) NO. EOI/GLOBAL/O/291/2019-20 FOR PROVIDING SERVICES OF OIL AND GAS PROCESSING FACILITY ON HIRING BASIS IN THE KHAGORIJAN FIELD FOR A PERIOD OF 03 (THREE) YEARS WITH A PROVISION FOR FURTHER EXTENSION BY 01 (ONE) YEAR.**

**1.0 PREAMBLE**

OIL INDIA LIMITED (OIL), a Government of India Enterprise under the Ministry of Petroleum and Natural Gas, is a premier up-stream Oil Company engaged in the business of Exploration, Production & Transportation of Crude Oil & Natural Gas as well as production of LPG, having its Headquarter at Duliajan, Assam in India. Its operations are largely based in the north-eastern parts of India particularly in Mizoram, Assam and Arunachal Pradesh, but have also extended its activities in different parts of India and abroad.

In connection with its ongoing exploration & production activities in the State of Assam, OIL invites Expression of Interests (EOIs) from reputed and established E&P Vendor(s)/Service Providers meeting the pre-qualification criteria as mentioned below for empanelment of vendors for Providing services of oil and gas processing facility on hiring basis in the Khagorijan Field for a period of 03 (three) years with a provision for further extension by 01 (one) year at the option of Company.

**2.0 A BRIEF NOTE ON THE KHAGORIJAN FIELD**



The Khagorijan field is located in Chabua area of upper Assam at an approx. distance of 7-8 kms from National Highway 37. Also, it is about 25 kms N-W of OIL's Field Headquarter, Duliajan. The field was discovered in November 1998 through drilling of exploratory well KGJ-1. Khagorijan structure is about 4.5 km<sup>2</sup> in size. So far 03 (three) nos. of wells (KGJ-1, 2 & 3) are completed and all wells are shut-in presently. The production was started in December 2004

through Khagorijan EPS. Khagorijan EPS is only 1.8 Km from River Brahmaputra. Peak production rate was around 110 KLPD oil with 40-50% water cut in February 2005. OIL suspended its operations since November 2007 due to administrative/environmental issues. OIL is looking forward to resume production activities in Khagorijan Field on hiring basis for providing services of oil and gas processing facility.

**3.0 BROAD SCOPE OF WORK:** A brief of Work/Services to be performed under the Contract are given below:

3.1 Dismantling of existing old production facility:

Dismantling of the existing production facility would require the following jobs as listed below:

- a. Dismantling of existing pipeline, vessels valves etc. These includes dismantling of flanges, fasteners, pipe spool/spools, inlet-outlet pipelines/pipe spools, vessels, pneumatic lines, control gears, valves etc. with spanners or appropriate tools wherever required. The pipe spool(s) which cannot be dismantled has/have to be hacksaw cut and removed manually. The pipefitting, valves and other accessories that are dismantled to be shifted/transported to the new site/location or company's godown/store after proper cleaning of the same.
- b. Dismantling of companion flanges of existing pipelines/pipe spools, vessels, manifolds etc. at ground level or at elevated position by manually with spanners or appropriate tools.
- c. Dismantling of pipes/pipe spools with hacksaw cutting wherever required. All necessary tools, such as hacksaw blade, hacksaw frame and other required materials to be arranged by the contractor on his own.
- d. Dismantling of various types of fabricated sheds like pump shed, generator shed etc. which are made of grouted pipe posts and CGI sheets.
- e. Dismantling of various types of RCC structures and foundation like bowser loading pad, RCC supports for tanks, PCC floors under various sheds of pumps and generating sheds, concrete oil water traps etc.
- f. Dismantling of old toilets and security outposts made of brick wall and PCC floor.
- g. Removal of pipes, pipe spools, valves to a safe distance from the dismantled site manually.
- h. Removal of vessels both horizontal and vertical and boiler and other equipment to a safe distance from the dismantled site manually. Contractor shall arrange

- all the necessary, tools, mechanical jack, zipline, chain pulley-tripod etc. required for removal of vessels and other equipment.
- i. Removal of bunk houses of variable sizes and other fitted accessories to a safe distance from the dismantled site manually. Contractor shall arrange all the necessary, tools, mechanical jack, zipline, chain pulley-tripod etc. required for removal of these items
  - j. Removal of 37KL production tanks and rectangular chemical and water tanks to a safe distance from the dismantled site manually. Contractor shall arrange all the necessary, tools, mechanical jack, zipline, chain pulley-tripod etc. required for removal of vessels and other equipment.
  - k. Transportation of all the loose materials recovered under preceding clauses to a new site/store yard including loading and offloading. Contractor will provide vehicle preferably truck required for transportation of materials.

### 3.2 Surface Production Facility Service:

The production facility service shall consist of the following:

- a. Service of surface equipment like choke manifold, oil and gas separator with water and gas flow meter, pumps, automatic remote controlled multiple surface safety valves, choke manifold, adequate surface flow lines, temperature/pressure and flow measurement, basic produced fluid analysis, Data acquisition facilities and ESD/PSD systems, spares and any other materials required to perform production facility services.
- b. Surface Production Facility supervisor for (i) Pre Job planning and post job management (ii) Periodical Hydraulic testing of all surface production facility equipment (iii) Flow initialization and testing/production operation of the well (iv) operation and maintenance of all surface equipment (v) Relief valve calibration (vi) Sample collection and transportation to OIL office for further testing (vii) Trouble shooting & rectification (viii) System Inspection (ix) Production data collection and analysis and (x) Any other service required to ensure an efficient & safe Production facility operation.
- c. Documentation to be submitted may include but not limited to equipment certification, inventory report, recent pressure test chart, relief valve calibration report, P&ID and Surface production facility equipment layout drawings, operating procedures and post job report.
- d. To build facility set up for Surface Production Facility tool/equipment storage, equipment servicing and testing, spares & consumables etc. at Company's well site/supply base.
- e. The deliverables of the Surface Production Facility are broadly but not limited to:

- i) Surface Flow rate data acquisition. (Reservoir pressure & temperature survey and analysis will be carried out by OIL).
  - ii) Daily (on hourly basis) Oil & Gas production rate, bean size, flowing tubing head pressure, Shut-in tubing head pressure (if well is kept shut), flowing tubing head temperature, oil water content, pH, Salinity, SG of gas. The contractor shall collect Representative reservoir fluid at surface. Fluid sample analysis- Compositional analysis and PVT analysis (shall be carried out by OIL).
  - iii) Final Report on Surface Production Data preparation & submission.
- f. To build facility set up for flaring of produced gas. The company will provide requisite land and ROW/ROU for setting up flare pit.
- g. To build facility set up for loading of produced liquid/fluid to 12KL/20KL capacity bowsers for transportation to DBUS, Dikom.
- h. OIL at its discretion may ask the contractor to divert the produced crude oil/gas through flowline (provided by OIL) to the nearby installation.

#### **4.0 SAFETY COMPLIANCE**

- 4.1 The Vendor/Service Provider must have established health, safety, security and environment management system and shall have to comply with the applicable and prevailing provisions of Mines Act, 1952, OISD (Oil Industry Safety Directorate) guidelines and MoE&F (Ministry of Environment and Forest) directives of India throughout the period of contract, if awarded.
- 4.2 The Vendor/Service Provider must ensure 100% efficient combustion of inflammable well fluids (crude oil/gas) comprising of formation water if any through Oil & Gas flaring stack.
- 4.3 The Vendor/Service Provider must ensure safety of personnel, equipment and safe operation in case Toxic gas is encountered.

#### **5.0 PERIOD OF CONTRACT**

The Contract shall be for a period of 03 (Three) years with a provision for further extension by 01 (one) year.

#### **6.0 PRE-QUALIFICATION CRITERIA**

To qualify for participation in EOI for the intended services of oil and gas processing facility on hiring basis in the Khagorijan Field, the prospective interested party must be technically as well as financially competent on its own or can participate through Joint Venture or a consortium of companies. Consortium or Joint Venture EOI(s) shall be submitted clearly defining the role/scope of work of each partner of Joint Venture/members of the

consortium. Joint Venture agreement or Memorandum of Understanding (MOU) between the consortium members duly signed by the authorized Executives of the Joint Venture partner or consortium members will be required during bidding stage. Detail modalities of participation in case of consortium of companies or Joint Venture will be a part of the EOI.

The interested party must fulfil the following minimum qualifying criteria:

- 6.1 **Technical criteria:** The party should have the experience of providing Surface Production Setup facility/Surface Production Testing Service in at least 05 (five) numbers of oil/gas wells using minimum 10000 psi rated well test package to E&P companies during the last 07 (seven) year to be reckoned from the date of publication of the EOI.
- 6.2.1 **Financial Criteria:** The party shall have an annual financial turnover of minimum **Rs. 2.3 Crore** (equivalent to .... USD) during any of the preceding 03 (three) financial/accounting years to be reckoned from the date of publication of the EOI.
- 6.2.1 **"Net worth** of vendor must be positive for preceding financial/accounting year. In case of consortium companies, net worth of individual consortium member should be positive for the preceding financial/accounting year.
- 6.2.2 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 date of publication of EOI and the Financial Statements of the preceding financial/accounting year are not available with the vendor, then the financial turnover of the previous three financial/accounting years excluding the preceding financial/accounting year will be considered. In such cases, the Net worth of the previous financial/accounting year excluding the preceding financial/accounting year will be considered. However, the vendor has to submit an affidavit/undertaking certifying that the Balance Sheet/Financial Statements for the financial year ..... (as the case may be) has actually not been audited as on the date of publication of the EOI as per format.

NOTE:

- (a) For proof of Annual Turnover & Net worth any one of the following documents must be submitted along with the offer:
- i) A certificate issued by a practicing Chartered/Cost Accountant (with Membership Number and Firm Registration Number), certifying the Annual turnover & Net worth as per format prescribed in **ANNEXURE-II to BEC**
- or



- ii) Audited Balance Sheet along with Profit & Loss account. In case of foreign vendors, self-attested/digitally signed printed published accounts are also acceptable.
- (b) In case the vendor 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, vendor to provide documentary evidence for the same.

6.2.3 In case the Audited Balance sheet and Profit Loss Account submitted along with the offer are in currencies other than INR or USD, the vendor shall have to convert the figures in equivalent INR or USD considering the prevailing conversion rate on the date on which the Audited Balance Sheet and Profit & Loss Account is signed. A CA Certificate is to be submitted by the vendor regarding converted figures in equivalent INR or USD.

#### **7.0 OFFERS FROM INDIAN COMPANY/INDIAN JOINT VENTURE COMPANY WITH TECHNICAL COLLABORATION/JOINT VENTURE PARTNER:**

In case, the vendor/service provider is an Indian Company/Indian Joint Venture Company who does not meet the experience criteria as per Clause No. 6.1 above, may also submit the EOI on the strength of Technical Collaborator/Joint Venture Partner provided all the following criteria are complied:

- a. The primary vendor/service provider shall have to meet the financial criteria Clause No. 6.2 and 6.2.1 above. In support of the same, the vendor/service provider shall submit documentary evidences as per NOTE under financial criteria above.
- b. The Technical Collaborator/Joint Venture Partner at its own shall meet the experience criteria 6.1 above. The experience of the Technical Collaborator/Joint Venture with partnering with other firms will not be qualified. In this regard, the documents establishing experience of the Technical Collaborator/Joint Venture Partner shall be submitted as per Clause No. 10 below.
- c. Indian vendors submitting their offers on the basis of technical collaborator/joint venture shall submit a Memorandum of Understanding (MOU)/Agreement with their technical collaborator/joint venture **partner 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 EOI.

## **8.0 OFFERS FROM CONSORTIUM OF COMPANIES:**

In case, the vendor/service provider is a consortium of companies, the following requirement should be satisfied by the vendor:

- a) The Leader of the consortium shall satisfy the minimum experience requirement as per Clause No. 6.1 above. If the Leader of the consortium does not meet the requirement as per Clause No. 6.1 above, then any of the consortium members shall individually meet Clause No. 6.1 above.
- b) The consortium members shall have to meet the financial criterion mentioned in Clause No. 6.2 and 6.2.1 above.
- c) Consortium offers shall be submitted with a Memorandum of Understanding between the consortium members duly executed-by the authorized Executives of the consortium members and Notarized, must accompany the offer which should clearly define the role/scope of work of each partner/member and should clearly define the leader of consortium. Memorandum of Understanding (MOU) must also state that all the members of consortium shall be jointly and severally responsible for discharging all obligations under the Contract.
- d) The leader of the consortium on behalf of the consortium shall coordinate with OIL during the period the offer is under evaluation as well as during the execution of works in the event contract is awarded and he shall also be responsible for resolving dispute/misunderstanding/undefined activities, if any, amongst all the consortium members. Any correspondence exchanged with the leader of consortium shall be binding on all the consortium/joint venture members.
- e) Documents/details submitted with the EOI pertaining to qualification must be furnished by each partner/member of consortium and should be complete in all respects clearly bringing up their experience especially in the form of work in their scope.

## **9.0 ELIGIBILITY CRITERIA IN CASE EOI's ARE SUBMITTED ON THE BASIS OF EXPERIENCE OF THE PARENT/SUBSIDIARY COMPANY:**

Offers of those vendor/service providers who themselves do not meet the experience criteria as stipulated in Clause No. 6.1 above can also be considered provided it 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 should on its own meet the experience as stipulated in Clause No. 6.1 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 that case as the subsidiary company is 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 vendor should enclose an Agreement (as per format enclosed as **Annexure-IV (a)**) between the parent and the subsidiary company or vice-versa and Parent/Subsidiary Guarantee (as per format enclosed as **Annexure-IV (b)**) from the parent/subsidiary company to OIL for fulfilling the obligation under the Agreement, along with the offer.

In both the situations mentioned above, following conditions are required to be fulfilled/documents to be submitted:

- (i) Undertaking by the supporting company to provide a Performance Security (as per format and instructions enclosed at **Annexure-IV(d)**), 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 vendor. In cases where foreign based supporting company does not have Permanent Establishment in India, the bidding company can furnish Performance Security for an amount which is sum of Performance Security amount to be submitted by the vendor and Performance Security amount required to be submitted by the supporting company. In such case bidding company shall furnish an undertaking that their foreign based supporting company is not having any Permanent Establishment in India in terms of Income Tax Act of India.
- (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, Bid Security submitted by the vendor shall be forfeited.

9.1 Vendors quoting on the technical strength of Technical Collaborator/Subsidiary/Parent company experience/Joint Venture Partner experience (who qualifies the Technical requirement as per the EOI qualifying criteria) should provide the respective services including key personnel for a minimum duration of 50% of the Contract period during execution of the contract. A declaration as per **Annexure-V** in this respect to be submitted as part of the offer.

**10.0** All the interested parties are requested, as a minimum, to submit the following documents and details:

- (a) Work Experience of Vendor/Service Provider: Pursuant to Clause No. 6.1 above, a Statement to be furnished by the Vendor/Service Provider in a tabular form as per Annexure-I and copies of corresponding contracts/work orders and completion certificates/payment certificates thereof issued by various clients to be enclosed.

- (b) Financial Turnover of Vendor/Service Provider: Statement to be furnished by the Vendor in a tabular form as per Annexure-II, duly signed and sealed by a Charter Accountants' firm incorporating their Membership Code/Registration No. etc.
- (c) Details of current work in hand and other contractual commitments of Vendor/Service Provider as per Annexure-III.
- (d) Parent/Ultimate parent/holding company's corporate guarantee towards financial standing as per Annexure-IV (a) and (b).
- (e) MOU/Agreement/Corporate Guarantee: Valid document must be furnished in respect of Collaboration or Corporate Guarantee for 100% subsidiary, as may be applicable.

#### **11.0 GENERAL NOTES**

- (i) Interested Vendor(s)/Service Provider must write clearly the EOI number and EOI Description on their EOI.
- (ii) All documents submitted with the EOI must be self-certified by the vendor's authorized person. However, OIL reserves the right to verify the original documents.
- (iii) All the copies of document submitted along with the EOI should be clear and legible.
- (iv) OIL INDIA LIMITED (OIL) reserves the right to physically check the original documents/certificates, copies of which are submitted along with the EOI.
- (v) The EOI is liable to be ignored in case of submission of any misleading/false representation by the vendor in the form of statements and attachments.

#### **12.0 SUBMISSION OF EOI:**

Interested vendors having relevant experience and expertise as above are invited to submit their EOI(s) at e-mail id: [eoicontracts@oilindia.in](mailto:eoicontracts@oilindia.in) or [gcd@oilindia.in](mailto:gcd@oilindia.in), [arupsarmah@oilindia.in](mailto:arupsarmah@oilindia.in), [upasana\\_malakar@oilindia.in](mailto:upasana_malakar@oilindia.in) within **12.09.2019 upto 15:00 Hrs (IST)**, followed by hard copies of the same in sealed envelopes superscribing **"EXPRESSION OF INTEREST (EOI) NO. EOI/GLOBAL/O/291/2019-20 for Providing services of oil and gas processing facility on hiring basis in the Khagorijan Field for a period of 03 (three) years with a provision for further extension by 01 (one) year"** through courier/post to the following address:

**CHIEF GENERAL MANAGER (CONTRACTS)  
OIL INDIA LIMITED**

**CONTRACTS DEPARTMENT  
DULIAJAN-786602, ASSAM, INDIA.**

Phone: 91-374-2808664,  
Website: www.oil-india.com

Vendors may also upload their offer in their FTP server/File sharing website (portal) and the link(s) may be provided to us at our e-mail within the above specified period.

- 12.1 In case, the above mentioned date happens to be a non-working day for OIL in Duliajan due to Bandh/holiday or for any other reasons, EOIs shall be received upto the next full working day till 15:00 Hrs. (IST) and opened accordingly. EOI may be sent by post/courier service or delivered personally at the EOI box placed in the above office. However, OIL shall not be responsible for any consequence arising out of delay in receipt or non-receipt of EOIs.
- 12.2 OIL reserves the right for the following:
- (a) To accept or reject any/all EOIs submitted by parties; and
  - (b) To cancel the process at any time without any liability and assigning any reason thereof to the applicants.

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**ANNEXURE-I**

**Experience Statement of Vendor/Service Provider**

Experience of providing Surface Production Setup facility/Surface Production Testing Service in at least 05 (five) numbers of oil/gas wells using minimum 10000 psi rated well test package to E&P companies during the last 07 (seven) year to be reckoned from the date of publication of the EOI.

| Sl. | Contract No. | Name & contact details of client | Place of Operation/Well Details | Details of Services carried out | Start date of contract | End date of contract |
|-----|--------------|----------------------------------|---------------------------------|---------------------------------|------------------------|----------------------|
| 1   |              |                                  |                                 |                                 |                        |                      |
| 2   |              |                                  |                                 |                                 |                        |                      |
| 3   |              |                                  |                                 |                                 |                        |                      |
| 4   |              |                                  |                                 |                                 |                        |                      |
| 5   |              |                                  |                                 |                                 |                        |                      |

N.B: Please add rows & extra sheets if required.

Seal of Vendor

Signature & Name of personnel:

Name of Vendor:

**CERTIFICATE OF ANNUAL TURNOVER & NET WORTH**

TO BE ISSUED BY PRACTISING **CHARTERED ACCOUNTANTS' FIRM** ON THEIR LETTER HEAD

**TO WHOM IT MAY CONCERN**

This is to certify that the following financial positions extracted from the audited financial statements of M/s..... (Name of the Vendor) for the last 03 (Three) completed accounting years upto ..... **(as the case may be)** are correct.

| <b>YEAR</b> | <b>TURNOVER</b><br>In INR (Rs.) Crores/<br>US \$ Million) | <b>NET WORTH</b><br>In INR (Rs.) Crores/ US<br>\$ Million) |
|-------------|---|--|
|             |   |  |
|             |   |  |
|             |   |  |

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

Place:

Date:

Seal:

Signature

**ANNEXURE-III**

**Details of current work in hand and other contractual commitments of Vendor/Service Provider:**

| Sl. No | Contract No | Name & contact details of client | Place of Operation | Details of Services | Period of contract (from-to) | Start date of contract |
|--------|-------------|----------------------------------|--------------------|---------------------|------------------------------|------------------------|
| 1      |             |                                  |                    |                     |                              |                        |
| 2      |             |                                  |                    |                     |                              |                        |
| 3      |             |                                  |                    |                     |                              |                        |

N.B: Please add rows & extra sheets if required.

Seal of Vendor

Signature & Name of personnel:

Name of Vendor:



**ANNEXURE-IV (a)**

**FORMAT OF AGREEMENT BETWEEN VENDOR AND THEIR PARENT  
COMPANY/ 100% SUBSIDIARY COMPANY (As the case may be)  
(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 the Vendor's full name, constitution and registered office address) hereinafter referred to as vendor 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 EOI No. \_\_\_\_\_ for \_\_\_\_\_ and M/s \_\_\_\_\_ (Vendor) intends to submit their offer against the said EOI 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 EOI and are capable and committed to provide the services as required by the vendor for successful execution of the contract, if awarded to the vendor.

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

1. M/s. \_\_\_\_\_ (Vendor) will submit an offer to OIL for the full scope of work as envisaged in the EOI document as a main vendor 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 vendor to discharge its obligations as per the Scope of work of the EOI/ Contract for which offer has been made by the Parent Company/Subsidiary Company (Delete whichever not applicable) and accepted by the vendor.
3. This agreement will remain valid till validity of vendor'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 vendor.
4. It is further agreed that for the performance of work during contract period vendor 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 vendor 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  
(Vendor)

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

M/s.

M/s.

Witness:

1)

2)

Witness:

1)

2)

**PARENT COMPANY/SUBSIDIARY COMPANY GUARANTEE**  
***(Delete whichever not applicable)***  
**(TO BE EXECUTED ON STAMP PAPER OF REQUISITE VALUE**  
**AND NOTORISED)**  
**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 EOI 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 EOI invited by OIL, submitted their offer 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 EOI 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 EOI 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 EOI.

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))

|   |   |
|---|---|
| <p>Witness:</p> <p>1. Signature _____<br/>Full Name _____<br/>Address _____</p> | <p>M/s _____<br/>Signature _____<br/>Name _____<br/>Designation _____<br/><br/>Common seal of the<br/>Company _____</p> |
|---|---|

Witness:

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

**FORM OF PERFORMANCE BANK GUARANTEE FOR ULTIMATE  
PARENT/SUPPORTING COMPANY**

**To**

**M/s OIL INDIA LIMITED (OIL) CONTRACTS DEPARTMENT DULIAJAN, ASSAM,  
INDIA, PIN-786602**

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:

EOI 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:

iii) "MT 760/MT 760 COV" for issuance of bank guarantee.

iv) "MT 760/MT 767 COV" for amendment of bank guarantee.

The above message/intimation shall be sent through SFMS (indicating the Contract Number) by the BG issuing bank branch to Axis Bank, Duliajan



Branch, IFS Code: UTIB0001129, Branch address: AXIS Bank Ltd., Duliajan Branch, Daily Bazar, Jyotinagar, Duliajan, District 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.

**[On company's Letter Head]**

**To,**

**M/s OIL INDIA LIMITED (OIL)  
CONTRACTS DEPARTMENT  
DULIAJAN, ASSAM, INDIA, PIN-786602**

Dear Sir,

This has reference to your EOI No. .... dated ..... 20\_\_ on the subject  
.....

We.....(Name of the Company) confirm that we will engage/deploy the services including the key personnel of the Technical collaborator/Subsidiary/Parent company/Joint Venture Partner experience (strike out whichever are not applicable) on whose strength we are meeting the EOI's Technical requirement as per the EOI qualifying criteria.

Signature  
(Name & Designation of Authorized person)