

**OIL INDIA LIMITED**  
**DULIAJAN**

**GLOBAL EXPRESSION OF INTEREST**  
**(EOI) NO. EOI/PSS/G/003/2019-20**

**FOR**

**HIRING OF SERVICES FOR REVIVAL/LIQUIDATION OF 150**  
**NOS. NON-FLOWING WELLS**

**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 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 Interest (EOIs) from reputed and established E&P Service Providers/Vendors/Contractors meeting the pre-qualification criteria as mentioned below for **providing services of revival/Liquidation of Non Flowing Wells.**

**2.0 A BRIEF NOTE ON THE SELECTED WELLS:**

Non flowing wells selected for liquidation consist of sick wells having wellbore complications like Casing damage, Tubing Fish, Stuck Packer, Multiple Bridge Plug, Flash Setting of Cement in 5.1/2" casing, Annular Pressure Build up, Fish in the hole, Down hole Complication etc. and wells having no significant prospect and require abandonment as per oil abandonment policy. Some of the selected wells are also having technical challenges and require specialized services for flow assurance, Isolation repair, Inflow improvement, Sand prevention in low pressure reservoir, production of High Pour Point Oil etc. Target formation of selected wells are from Miocene to Eocene age and depth range from 2500 m to 4500 m approximately. Maximum expected temperature is 125 Degree C.

**3.0 SCOPE OF WORK:**

A brief of Work/ Services to be performed under the Contract are given below.

Broad Scope of Work/Services and expected deliverables:

The Well Revival/Liquidation Contract shall be executed on “Integrated Approach” i.e. end-to-end single point responsibility approach. Total 150 candidate non-flowing wells for the revival/liquidation and their broad requirements are categorized in following two categories:

<b>Sl. No.</b>	<b>Category</b>	<b>Scope of Work</b>	<b>No. of Wells</b>
1.0	Category -I	Revival of sick Wells having complication like casing damage, tubing fish, stuck packer, APB, isolation repair, tubing fish etc.	90
2.0	Category-II	Wells to be abandonment as per OIL’s policy	60

The broad scope of services, material and deliverables for revival/liquidation of above categorized wells would be as under but not limited to these only:

- Provide Workover rig and allied equipment, rig crew, all surface/subsurface consumables to complete the wells including all services.
- Well preparation including supply of consumable and all civil job for site preparation. Revival includes Well killing, fishing (if any), zone transfer (if any), logging, completion, installation of artificial lift system, perforation, well stimulation/activation utilizing Coiled Tubing Unit and/or Nitrogen pumping unit, and subsequently put the well on production.
- Well testing/activation through pipe line (flowline)/well head facility so that:
  - 2 (Two) hole volumes are unloaded if there is no loss of workover fluid to the formation.
  - 2 (Two) hole volumes plus 2 (Two) loss volumes are unloaded if there is loss of workover fluid to the formation.

However, unloading volume may be less/more at the desecration of OIL without showing any reason thereof or if the well is activated early.

- Evacuation of the well fluid from the well head through tank and tanker arrangement/pipe line (flowline) [as the case may be].
- Waste disposal and restoration of well site as per HSE policy of OISD/OIL.
- All rig equipment should comply with DGMS/OISD standards and all statutory requirements.
- Commencement of Workover of the selected wells is envisaged within 06 months from award of contract.

- Tentative duration to complete the project will be **24 months** from commencement. Resources to be mobilized accordingly.
- Well location will be in the OIL's fields of Upper Assam and well depth in the range 2500m - 4500m.

#### **4.0 SAFETY COMPLIANCE:**

The Service Provider/Contractor/ Vendor 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, OMR 2017 and labour laws rules 2017 and MoE&F (Ministry of Environment and Forest) directives of India throughout the period of contract, if awarded.

#### **5.0 PRE-QUALIFICATION CRITERIA:**

To qualify for participation in EOI for the intended services for revival/liquidation of Non Flowing wells in OIL's Fields in Upper Assam, the participating Service Provider/Contractor/Vendor must fulfill the under mentioned minimum criteria on its own or can participate through a consortium of companies or Joint Venture. Consortium or Joint Venture EOI(s) should 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.

##### **5.1 Technical criteria:**

The Vendor should have the experience of providing all the below mentioned services either in group A or Group B in at least 80 (Eighty) numbers of oil/gas wells to E&P companies during the last Seven (7) years preceding the scheduled closing date of this EOI.

##### Group- A

- Supply of drilling/workover rig along with manpower and consumables.
- Fishing service with tools.
- Cementing Equipment & Services including slurry design, supply of oil well cement, additives, floating & guiding equipment, casing jewelries along with Base Engineer for wells.
- Mud Engineering Services including supply of mud chemicals/salt along with Mud Engineers for wells.

Group-B

- Wireline Logging Services along with Crew & Engineer.
- Production Testing Services along with Crew & Engineer.
- Coiled tubing unit and Nitrogen Pumping Service.
- Well Completion services along with Crew & Engineer.

The Bidder should preferably be able to provide all the services on their own, however, in case of Consortium/JV/Subcontracting, the Lead Bidder of the Consortium/JV Company/Subcontractor must have experience of providing either of the services mentioned in **Group A or Group B above**.

**5.2 Financial Criteria:**

5.2.1 The Service Provider/Contractor/Vendor shall have an **Annual financial turnover** of minimum **INR 113.25 Crores (or USD 15.64 million)** during any of the preceding 03 (three) financial/accounting years reckoned from the original EOI publication date.

5.2.2 **Net worth** of Service Provider/Contractor/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.

5.2.3 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 EOI 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 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 EOI:

- 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**.

**OR**

- ii) Audited Balance Sheet along with Profit & Loss account. In case of foreign Service Provider/Contractor/Vendor, 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.

(c) In case the Audited Balance Sheet and Profit Loss Account submitted along with the EOI are in currencies other than INR or US\$, the Vendors/Contractors/Service Providers shall have to convert the figures in equivalent INR or US\$ 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 bidder regarding converted figures in equivalent INR or US\$.

5.3 **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. 5.1 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. 5.2.1 and 5.2.2 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 5.1 above. The experience of the Technical Collaborator/Joint Venture Partner 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. 6.0 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.

5.4 **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. 5.1 above. If the Leader of the consortium does not meet the requirement as per Clause No. 5.1 above, then any of the consortium members shall individually meet Clause No. 5.1 above.
- b) The consortium members shall have to meet the financial criteria mentioned in Clause No. 5.2.1 and 5.2.2 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.

5.5 **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. 5.1 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. 5.1 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:

a) 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.

b) 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 (a) above, Bid Security submitted by the vendor shall be forfeited.

5.5.1 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.

## 6.0 **DOCUMENTS/INFORMATION:**

The Service Provider/Contractor/Vendor must furnish the following documents as part of their EOI in support of fulfilling all the above pre-qualifying criteria, failing which the EOI shall be rejected.

- (a) **Work Experience of Vendor:** Pursuant to Clause No. 5.1 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:** Statement to be furnished by the Vendor in a tabular form as per **Annexure-II**, duly signed and sealed by a Chartered 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(c).**
- (e) **MOU/Agreement/Corporate Guarantee:** Valid document, must be furnished in respect of Collaboration or Corporate Guarantee for 100% subsidiary, as may be applicable.

7.0 **GENERAL NOTES:**

- (i) All documents submitted along with the EOI must be self certified by the authorised person of Service Provider/Contractor/ Vendor and should be clear & legible.
- (ii) The EOI is liable to be ignored in case of submission of any misleading / false representation by the Vendor/Contractor/Service Provider.
- (iii) OIL INDIA LIMITED reserves the right to ignore any or all EOIs and also to curtail/enhance the scope of work stated above, if required, without assigning any reason thereof.
- (iv) **Based on the responses received against this invitation, OIL intends to hold a pre Tender discussion for finalization of the Tender clauses and invite Bids from Vendors/Firms through open Tendering specifying detailed BEC/BRC for award of contract.**

8.0 **SUBMISSION OF EOI:**

- 8.1 Interested Parties/Vendors/Contractors/Service Providers meeting the pre-qualification criteria as above are invited to submit their EOI at our e-mail ID: [eoicontracts@oilindia.in](mailto:eoicontracts@oilindia.in) or [buburaj\\_brahma@oilindia.in](mailto:buburaj_brahma@oilindia.in) within **29.10.2019**, followed by hard copies of the same through courier/post super-scribing **“EOI No. EOI/PSS/G/003/2019-20 for Hiring of services for Revival/Liquidation of 150nos. non-flowing wells”** at the following address:



**CGM-CONTRACTS  
OIL INDIA LIMITED  
CONTRACTS DEPARTMENT  
P.O. DULIAJAN-786602  
DIST. DIBRUGARH, ASSAM, INDIA**

- 8.2 The EOI(s) may also be uploaded in Parties' FTP server/ File sharing website (portal) and the link(s) may be provided to us at our e-mail within above specified period.
- 8.3 The EOI(s) should have clear indication of meeting the requisite experience and Financial criteria as mentioned in Pre-qualifying criteria.
- 8.4 OIL reserves the right to (a) accept or reject any/all EOI(s) submitted by parties (b) cancel the process at any time without any liability and assigning any reason thereof.

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**ANNEXURE-I**

**Experience Statement of Vendor/Service Provider**

Experience of providing service package as mentioned in 5.1 to E&P companies during the last Seven (7) years proceeding to the scheduled closing date of this EOI.

Sl. No	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.

Signature & Name of personnel:

Seal of Vendor

Name of Vendor:

\*\*\*\*\*



**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.

Signature & Name of personnel:

Seal of Vendor

Name of Vendor:

XXXXXXXXXXXXXXXX

**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))

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

Witness:

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

Signature   \_\_\_\_\_

Name        \_\_\_\_\_

Designation \_\_\_\_\_

Common seal of the  
Company\_\_\_\_\_



Witness:

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

**ANNEXURE-IV(c)**

**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 EOI No. \_\_\_\_\_ for **Providing of services for Revival/Liquidation of Non Flowing Wells** 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 **INR 113.25 Crores (or USD 15.64 million)** 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:

- 1.
- 2.

Witness:

- 1.
- 2.

**ANNEXURE-IV(d)**

**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 must ensure the following:

(a) The Bank Guarantee issued by the bank must 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 indicating the Tender No. CDG2121P20 shall be sent through SFMS by the BG issuing bank branch to HDFC Bank, Duliajan Branch; IFS Code – HDFC0002118; SWIFT Code – HDFCINBBCAL; Branch Address: 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.
- (c) Further correspondence against BG towards Bid Security must contain the Tender Number.

**ANNEXURE-V**

**[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. **EOI/PSS/G/003/2019-20** on the subject  
HIRING OF SERVICES FOR REVIVAL/LIQUIDATION OF 150 NOS. NON-  
FLOWING WELLS

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)

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**ANNEXURE-VI**

**ON THE OFFICIAL PAD OF THE BIDDER TO BE EXECUTED BY THE AUTHORIZED SIGNATORY OF THE BIDDER**

**Certificate of Compliance of FINANCIAL CRITERIA:**

**Ref Clause No. 5.2.3 of the EOI No. EOI/PSS/G/003/2019-20**

I ..... the authorized signatory(s) of ..... (Company or firm name with address) do hereby solemnly affirm and declare / undertake as under:

**The balance sheet/Financial Statements for the financial year \_\_\_\_\_ (as the case may be) has actually not been audited as on the Original EOI Submission Date.**

Place: .....

Date: .....

Signature of the authorized signatory

Note: Please note that any declaration having date after the EOI Closing Date will not be considered and will be rejected. This certificate is to be issued only considering the time required for preparation of Financial Statements i.e. if the last date of preceding financial / accounting year falls within the preceding six months reckoned from the original EOI publication date.

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