

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

**CORRIGENDUM NO. 1**

**Corrigendum No. 1** dated 03.02.2024 to **IFB No. GEM/2024/B/4451451** for “**Hiring of consultancy services for development of environment strategy and action plan with handholding for Oil India Limited**”.

This Corrigendum is issued to notify the following:

1. Responses to the queries are provide in Annexure-A
2. PQC is revised and attached as Annexure-B
3. Revised PROFORMA are attached.
4. Extension of dates:
  - Original Date & time of Bid Submission: **09:00 hours of 08.02.2024**
  - Extended Date & time of Bid Submission: **09:00 hours of 15.02.2024**

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

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**Senior Manager-Contracts (S)**

**Annexure - A**

<b>THE BOSTON CONSULTING GROUP (INDIA) PRIVATE LIMITED</b>		
<b>Sl. No</b>	<b>Tender Clause &amp; Bidder Query</b>	<b>Response</b>
1.	<p>Notes to BEC Clause No. 1.2.1</p> <p><b>BIDDER'S EXPERIENCE</b></p> <p>We have signed confidentiality agreements with our clients that limit our ability to disclose their names &amp; the contracts / work orders with them. While we shall be happy to disclose the same where we are legally permitted to, we request you to accept the certificate with a brief description of our client (without disclosing their names), the nature of services we performed for them, the duration of the project and a tentative contract value duly attested by CA.</p>	<p>Revised conditions provided under Note to Clause 1.2.1 &amp; 1.2.2 (iii) of PQC</p>
2.	<p>Para 4.0: EVALUATION METHODOLOGY: Computation Table- Sl. No. III</p> <p>Marks for technical presentation</p> <p>Given the strategic nature of work and importance of deployment of the right people, it is suggested to increase the importance of business presentation in the computation of scores. Contracts of similar nature and work by other Indian PSUs have given up to 45% weight to business / technical presentation.</p> <p>Additionally, it is suggested to include some weight for an in- person interview of the key personnel planned to be deployed by the Consultant for project delivery.</p>	<p>Please refer to Revised PQC</p>
3.	<p>Scope of Work: 3.2 Phase 2.</p> <p>Time period of Phase-2</p> <p>Given that the templates and data collection process for reporting would be in place during the first year, one month is sufficient to create reports as per a pre-defined template and process.</p> <p>For the strategy re-visit, an additional 15 days is recommended (this is in line with existing strategy assignments being undertaken by OIL).</p>	<p>The consultant's engagement during Phase 2 is envisioned with a maximum cap of three months per annum. Payments will be disbursed based on the milestones achieved within three-month timeframe or earlier.</p>

Responses to queries held in Pre-Bid Meeting held against  
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4.	10.0 PERFORMANCE SECURITY  By when is Performance Security required to be deposited?	Not applicable for this tender
5.	Special Terms & Conditions (STC): Pg. 78 We would like to propose that either of the parties should be able to terminate the contract	No change can be made in company approved GCC
6.	Special Terms & Conditions (STC): 44.5, Pg 78 We propose to removal of this clause.	No change can be made in company approved GCC
7.	Payment Terms: Pg 98 As per our standard terms, we would like to add the clause on interest on late payment. "BCG will impose a 1.5% per month late payment fee for invoices that remain unsettled after 30 days from raising the invoice." Request you to accept the same	No change can be made in company approved GCC
8.	SPECIAL TERMS & CONDITIONS (STC): 14.14 Pg 59 : We propose removing of this clause	No change can be made in company approved GCC
9.	Scope of work: 8.1, Pg 44 We propose that the term "Competent Authority for review and feedback" should be elaborated i.e. to which authority submission is to be made.	Competent authority as decided by OIL.
10.	SPECIAL TERMS & CONDITIONS (STC): 33.0 Pg 69 We propose removing of this clause	No change can be made in company approved GCC
11.	SPECIAL TERMS & CONDITIONS (STC): 32.0 Pg 69 We propose removing of this clause	No change can be made in company approved GCC
12.	SPECIAL TERMS & CONDITIONS (STC): 31.0 Pg 68 We propose adding of the clause " Except for the obligation to pay the applicable Fees when due, no Party will be liable to any other Party for failure or delay in performance caused by a Force Majeure Event, and such failure or delay will not constitute a material breach of the Agreement"	No change can be made in company approved GCC
13.	SPECIAL TERMS & CONDITIONS (STC): 45.0 & 46.0 Pg 80 We propose removing "at the risk and cost of the CONTRACTOR and any of its sureties".	No change can be made in company approved GCC

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14.	Section No. 16 Clause No (Page No) (a), (b) and (c) Page 61-62 LIMITATION OF LIABILITY	No change can be made in company approved GCC
15.	Section No. 20 Clause No (Page No) 20.1 and 20.2 Page 62-63 INDEMNITY AGREEMENT	No change can be made in company approved GCC
16.	Section No. 22 Clause No (Page No) Page 63 ROYALTY PATENTS	No change can be made in company approved GCC
17.	Section No. 23 Clause No (Page No) 23.1 and 23.2 Page 63 WARRANTY AND REMEDY OF DEFECTS	No change can be made in company approved GCC
18.	Section No. 25 Clause No (Page No) Page 64 RECORDS, REPORTS AND INSPECTION	No change can be made in company approved GCC
19.	Section No. 26 Clause No (Page No) 26.1, 26.2, 26.3 and 26.4 Page 64 -65 CONFIDENTIALITY, USE OF CONTRACT DOCUMENTS AND INFORMATION	No change can be made in company approved GCC

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20.	Section No. 42 Clause No (Page No) 42. 1 Page 74 -75 SETTLEMENT OF DISPUTES	No change can be made in company approved GCC
21.	Section No. 44 Clause No (Page No) 44.10 Page 80 Consequence of Termination	No change can be made in company approved GCC
22.	Section No. 14 Clause No (Page No) 14.0 and 14.5 Page 57 -58 Insurance	No change can be made in company approved GCC
23.	Section No. 27 Clause No (Page No) 27.8 Page 66 REMUNERATION AND TERMS OF PAYMENT	No change can be made in company approved GCC
24.	Clause No (Page No) NA Consultant INTELLECTUAL PROPERTY	No change can be made in company approved GCC
25.	Clause No (Page No) NA Penalties provided in the RFP and GCC terms	No change can be made in company approved GCC

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26.	Clause No (Page No) NA BIDDER'S EXPERIENCE in case of Confidentiality agreement	Revised conditions provided under Note to Clause 1.2.1 & 1.2.2 (iii) of PQC.
<b>MCKINSEY &amp; COMPANY INDIA LLP</b>		
<b>Sl. No</b>	<b>Tender Clause &amp; Bidder Query</b>	<b>Response</b>
1.	Notes to BEC Clause No. 1.2.1  Due to the client confidentiality norms, we cannot submit WO/ PO/ LOI/ contract/ completion certificate. Hence, we request the authority for allowing us to submit the following project details certified from our CEO/ CFO/ Head of Bidding Entity along with CA certification. <input type="checkbox"/> Nature of job done <input type="checkbox"/> Contract period and date of completion <input type="checkbox"/> Sanitized client name (e.g., Indian Oil & Gas PSU) Further, we shall write 'Confidential' under WO number. Please confirm if this is acceptable to the authority.	Revised conditions provided under Note to Clause 1.2.1 & 1.2.2 (iii) of PQC.
2.	PROFORMA LETTER OF AUTHORITY  Are we required to submit a separate copy of power of attorney if we are submitting letter of authority, if yes can we use our own template?	Yes
3.	Are we required to submit signed and stamped copy of RFP?	No. Only duly filled up proforma/undertaking etc. as mentioned in the tender.
4.	COMPUTATION TABLE No formats for projects and CV's are given in the RFP, please suggest if we can use our own format?	Format for projects and CV's are provided by along with the corrigendum.
5.	COMPUTATION TABLE  Experience of developing net zero / decarbonization roadmap for an oil and gas sector in India. Please suggest how many examples do we need to provide in order to get full marks.	At least 1 assignment will fetch full marks

Responses to queries held in Pre-Bid Meeting held against  
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6.	<p>SET-OFF</p> <p>We request authority to remove this clause.</p>	No change can be made in company approved GCC
7.	<p>Clause 20 of the GCC : Indemnity</p> <p>We request authority to add the following clause:-</p> <p>The Services shall not be deemed investment, legal, tax, accounting or other regulated advice. McKinsey does not supplant Client's management or other decision-making bodies and does not guarantee results. Client remains solely responsible for its decisions, actions, use of the Deliverables and Services and compliance with applicable laws, rules and regulations. Client acknowledges and agrees that McKinsey is not an expert with respect to the health, safety, environmental, legal and regulatory standards and requirements that may apply to Client's operations, and will rely on Client and Client's other advisors to ensure that all standards and requirements that may apply to Client's operations are complied with. McKinsey is not liable to Client or any party, including any governmental agency, for the failure to comply with any applicable standards or regulatory requirements. Client will rely on its own legal and other advisors to ensure that all such standards and requirements that may apply are complied with. McKinsey shall not be responsible for Client's decisions based on the use of the Services and Deliverables. Client further acknowledges that it will comply with all applicable laws, including reporting obligations, in connection with its receipt and use of the Services and Deliverables under this agreement. Client acknowledges that it is responsible for informing McKinsey with respect to all restrictions applicable to McKinsey's use of any data/information provided, and that McKinsey's use of information provided by the Client in connection with</p>	No change can be made in company approved GCC

	<p>authorized services will not violate any law or rights of a third party. To the the Services under this agreement may be brought by Client against McKinsey more than one year after Client acceptance of the Deliverables or expiry of the applicable proposal, statement of work, engagement, or this agreement whichever is earlier. Client agrees to hold McKinsey harmless from any loss, liability, damage, cost, or expense ("Losses") relating to the services provided under this agreement (including any Losses asserted by Client, its agents or representatives, or third parties) and any Losses sustained by McKinsey when participating in any legal, regulatory, or administrative proceeding relating to the services under this agreement.</p> <p>extent allowed by applicable laws, no claims arising out of or in connection with McKinsey with regard to third party service provider engaged by the Client (a) disclaims any and all liability relating to the services provided by such third party service provider and the third party service provider's personnel for the Services; (b) shall not be responsible or liable for the use or disclosure of Confidential Information by the third party service provider or its personnel; and (c) shall not be liable for the third party service provider's or its personnel's compliance or noncompliance with any agreement with respect to the Confidential Information.</p>	
8.	<p>Clause 26 of the GCC: CONFIDENTIALITY, USE OF CONTRACT DOCUMENTS AND INFORMATION</p> <p>We request authority to add the following clause:- "McKinsey will keep confidential any confidential information, including any personal data (as defined below), furnished by the Client to McKinsey in connection with the Services ("Confidential Information"). McKinsey will disclose Confidential Information only to its employees, agents and contractors who have a need to know and are bound to keep it confidential, will use Confidential Information only for purposes of performing the Services, including preparing Proposals and evaluating</p>	No change can be made in company approved GCC



	<p>potential Services, or as otherwise requested or authorized by the client, and will protect Confidential Information in accordance with the McKinsey Data Protection Protocols available at <a href="https://solutions.mckinsey.com/msd/data-protocols.pdf">https://solutions.mckinsey.com/msd/data-protocols.pdf</a> (the "Protocols"). Subject to its confidentiality obligations, where the agreed upon Services include benchmarking services McKinsey may also incorporate Confidential Information into its benchmarking databases for use in reporting on sanitized or aggregate trends and metrics without attribution to the Client. To bring the best of McKinsey's global resources to serve the Client, the Client agrees that McKinsey may transfer Confidential Information to geographies other than those in which it was collected or received, including to McKinsey affiliates and sub-processors that comprise or support McKinsey infrastructure and maintenance functions as set forth in the Protocols, to facilitate any activities authorized by the Client, provided that at all times Confidential Information will be treated as confidential and protected in accordance with the terms of this agreement. Confidential Information shall not include information that is or becomes publicly available, already known to McKinsey, independently acquired or developed by McKinsey or legally required to be disclosed. McKinsey will reasonably cooperate with the Client, at its expense, in responding to any legally required disclosure. In performing the Services, McKinsey will use and rely primarily on information available from public sources and the Confidential Information, and the Client acknowledges that it is authorized to provide McKinsey with such Confidential Information for its use in connection with the agreed Services and that McKinsey will have no obligation to independently verify such information. At the Client's election and notification to McKinsey, McKinsey shall promptly return or destroy any Confidential Information, including any personal data, in its possession or control when the same is no longer necessary for the provision of the Services, provided that McKinsey may retain such Confidential Information only as required by applicable law, regulation or documented professional archival policy or as otherwise</p>	
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	authorized or instructed by the Client. Any Confidential Information so retained shall at all times remain subject to the terms and conditions of this agreement, including with respect to confidentiality, security and non-disclosure.	
9.	<p>Clause 26 of the GCC: Data Privacy</p> <p>We request authority to add the following clause to the SLA: “Without limiting the foregoing, if McKinsey processes data as part of the Services and on behalf of Client which relates to an identified or identifiable person (“personal data”), McKinsey shall (i) only process such personal data, including with respect to McKinsey’s use of subcontractors or sub-processors, as set forth in this agreement and the Protocols, as otherwise authorized in writing by Client, or as required by applicable law, (ii) implement appropriate technical and organizational measures to protect such personal data as set forth in the Protocols, (iii) promptly notify Client of any incident in which the confidentiality, integrity or security of the personal data has been compromised, and (iv) collaborate with Client as required by applicable law or Client’s request to document the personal data, data subjects and processing activities related to the Services, including as part of an applicable Proposal. Certain McKinsey Tools (e.g., McKinsey Academy) may require individual users to register for access and agree to a privacy policy which will notify the individual user of how their personal data is collected and processed in connection with that McKinsey Tool. With respect to transfers of personal data from Client to McKinsey, where required by law to ensure an adequate level of data protection, the Parties agree that such standard contractual clauses as applicable to the respective transfer and to McKinsey’s Services and as available at <a href="https://solutions.mckinsey.com/msd/sccs.pdf">https://solutions.mckinsey.com/msd/sccs.pdf</a> shall be deemed automatically incorporated into this agreement and binding upon the parties hereto, including their affiliates, unless an alternate data transfer arrangement authorized by applicable law is agreed by the parties. McKinsey will comply with Client’s reasonable requests to furnish information regarding McKinsey’s processing activities as is</p>	No change can be made in company approved GCC

	reasonably necessary to enable Client to verify that McKinsey is complying with its obligations under this agreement, including by making its Director of IT Security or person of comparable knowledge and position available to provide information about the Protocols and McKinsey's processing in connection with the Services, and the foregoing shall apply in full satisfaction of any Client audit or inspection rights of McKinsey, but shall not limit or restrict the ability of any legal or regulatory authority to conduct such audit or inspection pursuant to applicable law.	
10.	<p>Clause 26 of the GCC Publicity</p> <p>We request authority to add the following clause:- McKinsey's work for the Client is confidential and for the Client's internal use only. McKinsey will not disclose the Deliverables to any third parties without the Client's prior written permission. Similarly, the Client agrees that it will not disclose any materials or information that McKinsey furnishes to the Client, including the Deliverables, to any third parties without McKinsey's prior written permission unless it has a legal obligation to do so including the disclosure required in relation to the right to information act under the applicable law. In such case, the Client shall promptly notify and consult with McKinsey prior to disclosing any proprietary materials or information provided by McKinsey in tendering for, discussing, performing under or otherwise in connection with this agreement. Parties agree to limit the extent of such disclosure to such information that is legally necessary. The Client acknowledges that such materials or information may be covered by exemptions from disclosure and acknowledges that disclosure of such materials or information may result in irreparable, unquantifiable and continuing damage to McKinsey. Each party further agrees not to use the other party's name or trademarks in any communication with any third party without the other party's prior written permission unless it has a legal obligation to do so.</p>	No change can be made in company approved GCC

11.	<p>Clause 44 of the GCC: Mutual Termination for convenience and payment</p> <p>We request authority to add the following clause:- Except as otherwise provided in the applicable Proposal, either party may terminate the Services at any time effective upon fourteen (14) calendar days written notice to the other and, in the event of such termination, Client will pay all McKinsey's earned or accrued fees and expenses for Services performed by McKinsey (consisting of all fixed fees, potential performance fees, potential milestone fees or potential variable fees (as applicable), calculated on a pro-rated basis based on the number of working days worked by McKinsey for the engagement) up to the effective date of termination.</p>	No change can be made in company approved GCC
12.	<p>New Clause: Conflicts of Interest</p> <p>We request authority to add the following clause:- It is McKinsey's long-standing policy to serve competing clients and clients with potentially conflicting interests as well as counterparties in merger, acquisition and alliance opportunities, and to do so without compromising McKinsey's professional responsibility to maintain the confidentiality of client information. Consistent with such practice and McKinsey's confidentiality obligations to its other clients, McKinsey is not able to advise or consult with the Client about McKinsey's serving the Client's competitors or other parties. Nothing in this section shall operate to limit or reduce McKinsey's obligations with respect to the Client's Confidential Information, including the confidentiality and non-disclosure obligations with respect thereto. Subject to any applicable public procurement laws, the Client agrees that the Services provided under this agreement will not automatically prohibit McKinsey in participating in any future procurement carried out by the Client and that the Client will act in a transparent and proportionate manner not to favor or disadvantage McKinsey in any such procurement.</p>	No change can be made in company approved GCC

13.	<p><b>New Clause: Intellectual property</b> We request authority to add the following clause to the SLA: McKinsey will retain its background intellectual property. Upon payment in full of McKinsey's fees, the Client will own all reports and other deliverables prepared for and furnished to the Client by McKinsey in connection with the Services (the "Deliverables"), save that McKinsey (or its licensor) retains ownership of all concepts, know-how, tools, questionnaires and assessments, modules, courses, frameworks, software, algorithms, databases, content, models, and industry perspectives developed or enhanced outside of or in connection with the Services (the "McKinsey Tools"), it being understood that none of the McKinsey Tools will contain the Client's Confidential Information. To the extent the Deliverables include any embedded McKinsey Tools, McKinsey hereby grants the Client a non-exclusive, non-transferable, non-sublicensable, worldwide, royalty-free license to use and copy the McKinsey Tools solely as part of the Deliverables and subject to the limitations herein on disclosure of McKinsey materials and publicity. The Client agrees that, without McKinsey's prior written permission, it will (a) not permit any third party to access or copy any McKinsey Tool or Deliverable; and (b) not itself, nor permit any third party to, remove or circumvent security or technological safeguards, including notices, digital protection mechanisms, metadata, watermarks, or disclaimers provided with, or reverse engineer, any McKinsey Tool or Deliverable.</p>	No change can be made in company approved GCC
14.	<p><b>New Clause: Client's dependency</b> We request authority to add the following clause to the SLA: In order to be able to complete the Services within the agreed timeframe and to fulfill its responsibilities on a timely basis, McKinsey will rely on the Client's timely cooperation, including the Client making available relevant data, information and personnel, performing any tasks or responsibilities assigned to the Client and notifying McKinsey of any issues or concerns the Client may have relating to the Services. The Client acknowledges and agrees that any results, options, data, recommendations,</p>	No change can be made in company approved GCC

	analyses, or other information generated by the Deliverables are dependent upon the accuracy of the information processed by the Deliverables (including as provided by the Client), as well as upon the Client's proper use of the Deliverables	
15.	Requested to extend the Bid Closing Date	OIL mentioned that due to sensitive and urgent nature of the contract, the bid closing date cannot be extended.
<b>A. T. KEARNEY CONSULTING (INDIA) PRIVATE LIMITED</b>		
<b>Sl. No</b>	<b>Tender Clause &amp; Bidder Query</b>	<b>Response</b>
1.	Clause 3.7: Price evaluation criteria  Given the strategic nature and criticality of this engagement, recommended that only top 3 bidders with technical scores to qualify for commercial bid opening	OIL clarified that QCBS criteria has been made inline with company policy and with due approval from competent authority, hence no change in the clause can be made.
2.	Clause 1.2.2 Technical Criteria  Recommended to rationalize project manager's experience to 50% of current requirement (in terms of YoE)	Given the specialized nature of this project, the project manager designated as the nodal SOPC must possess a minimum years of experience specified to align with our specific requirements. Therefore, there is no change to the experience criteria.
3.	CLAUSE 1.2.2 TECHNICAL CRITERIA  Kindly share specific format for the undertaking	Please refer to the PROFORMAS
4.	PQC BEC-BRC - Technical Criteria: Clause: 1.2.3 Proforma XIII and Proforma XIV misrepresented in the documents. Kindly share correct relevant formats	Please refer to the PROFORMAS
5.	Section- Introduction: Clause 1.0 (xii and xiii) Amount of Performance security and Validity of Performance Security - Not applicable for this tender. Given performance security is not applicable, kindly confirm if Proforma-VII and Proforma-XIII needs to be filled	Not required

6.	Section: Instructions to Bidders - Performance Security: Clause: 27.1 Given performance security is not applicable, kindly confirm if Proforma-VII and Proforma-XIII needs to be filled	Not required
<b>ERNST &amp; YOUNG ASSOCIATES LLP</b>		
<b>Sl. No</b>	<b>Tender Clause &amp; Bidder Query</b>	<b>Response</b>
1.	CLAUSE 1.2.1 TECHNICAL CRITERIA  As PRE-QUALIFICATION CRITERIA (PQC) criteria given separately in RFP document, we understand that the past experience of similar work will not be applicable for this RFP.	OIL mentioned that OIL's PQC criteria supersedes GeM's criteria
2.	4.0 EVALUATION METHODOLOGY  We understand that if a single credential, which are qualifying for clause no I a, b, c, d, e can be used under clause no I a, b, c, d, e . Please confirm.	Yes
3.	4.0 EVALUATION METHODOLOGY  We understand that we can use network / sister firm credential here. Please confirm.	Please refer to Revised PQC
4.	4.0 EVALUATION METHODOLOGY  Please allow authorized partner of the company having valid POA or Board resolution to issue the certificate and amend clause as following:  Note: In case bidder expresses its inability to submit necessary documents i.e. copies of work order and completion certificate for reasons of Non-Disclosure Agreement (NDA) or other reasons (clearly specifying the reasons) in support of meeting the experience criteria mentioned in the QCBS table, a certificate certifying all the required information, issued by CEO / Head of bidding entity/ CFO of the company/ Authorized Partner of the company and certified by Chartered Accountant /Statutory Auditor /Certified Public Accountant (not being an employee or a Director or not having any interest in the bidder(s) company / firm) along with a declaration that the bidding company is not in	As per tender conditions the "Head of the bidding entity" also can certify, which meet your requirement. Hence no change.

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	a position to submit the required documents owing to the NDA or other reason may be submitted.	
5.	<p>2.0 Context</p> <p>Is this scope of work the extension of Project Pragati? Do we need to consider inputs from the Project Pragati for the deliverables?</p>	Project Pragati serves as the overarching corporate strategy for the company. While the Environment Strategy job operates independently as a strategy consulting initiative, though it will seek certain inputs from Project Pragati to ensure alignment with OIL's vision.
6.	<p>What is the role of consultant for automation software requirement? Any software can be recommended or any specific ask here?</p>	The Consultant is tasked with examining OIL's current environmental data points and existing digital platforms. Their role includes recommending the most suitable software for integration that aligns with OIL's needs. Additionally, the consultant will propose any necessary customizations for the platform and shall provide specifications, terms and references for procurement including complete bid package
7.	<p>Mentions JVs, subsidiaries? which are these? Is it expected to cover all?</p>	The expectation is to incorporate OIL's JVs and subsidiaries, to the extent that their involvement is attributable to our business, wherever the scope of greenhouse gas (GHG) accounting is mandated by national or international guidelines.



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8.	Priorities and 2040 vision. Before initiating work as detailed hereinunder, the consultant is expected to furnish a timeline against each work item / deliverable & present to OIL the modalities and draft work-plan for preparation of the strategy and work plan to achieve net-zero by 2040 or earlier (2030, 2035) and the requirement for capital and capability to achieve these targets. The overall assignment is split into two (02) parts.	OIL's current target for achieving net zero is by 2040. However, the consultant has to study & propose target based on different scenarios guided by scientific framework by 2040 or earlier to align with any national imperatives as deemed necessary.
<b>DELOITTE TOUCHE TOHMATSU INDIA LLP</b>		
<b>Sl. No</b>	<b>Tender Clause &amp; Bidder Query</b>	<b>Response</b>
1.	In lieu of proof towards completion (completion certificate or SES or COP), we request OIL to kindly allow following certification which is generally adopted by other PSUs:  "In case where the bidder cites the reasons of Non-Disclosure Agreement (NDA) for its inability to submit necessary documents in support of meeting the experience criteria, a certificate, in original, certifying all the required information, issued by CEO/ CFO/ Head of bidding entity may be accepted"	Revised conditions provided under Note to Clause 1.2.1 & 1.2.2 (iii) of PQC.
2.	We request to extend the bid submission date by 2 weeks	The Bid Closing date is revised.
3.	4.0 EVALUATION METHODOLOGY Sl. 1(B) We request to consider allocating maximum marks (10) for 10 projects.	Please refer to Revise PQC
<b>KPMG ASSURANCE AND CONSULTING SERVICES LLP</b>		
<b>Sl. No</b>	<b>Tender Clause &amp; Bidder Query</b>	<b>Response</b>
1.	Does KPMG need to develop a data platform or help you identify a suitable vendor?	The Consultant is tasked with examining OIL's current environmental data points and existing digital platforms. Their role includes recommending the most suitable software for integration that aligns with OIL's needs. Additionally, the consultant will propose any necessary

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		customizations for the platform and shall provide specifications, terms and references for procurement including complete bid package.
2.	What is the level of the training to be imparted? Is it only to Departmental HODs and first line managers? Also, what is the mode of training expected?	The training will be provided to a critical mass of officers to bring in changes aligned with the strategy, and the mode of training will be physical.
3.	6.0 TEAM STRUCTURE AND EXPERIENCE  Is the expectation around stationing the team in OIL office during the entire execution of the project?	The Project Manager and consultants are not expected to be stationed in OIL's office, however to devote their full time and efforts for OIL's SOW and deliverables and visit OIL's site/ offices for data collection/discussion/training /presentation etc.

**PRICE WATER HOUSE COOPERS PRIVATE LIMITED**

<b>Sl. No</b>	<b>Tender Clause &amp; Bidder Query</b>	<b>Response</b>
1.	SCOPE OF WORK  Please confirm if any aspect of GeM GTC is applicable. We understand GeM is only used for submission purposes.	OIL's PQC criteria supersedes GeM's criteria
2.	Clause 16.0 at page 61-62 : Limitation of Liability The client is requested to delete exceptions to the limitation of liability. The exceptions render the limitation of liability ineffective and make the liability unlimited.	No change can be made in company approved GCC
3.	Limitation of Liability: The client is requested to limit the consultant's liability to 1X of the total contract value. This is as per GFR, and the guidelines issued by MeitY. It is also normal industry practice	No change can be made in company approved GCC
4.	Clause 16.0 at page 61-62- Limitation of Liability The client is requested to include a clause to state that we will not be liable for any indirect	No change can be made in company approved GCC

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	and consequential losses or damages. This is as per GFR and MeitY guidelines and also the industry standard.	
5.	<p>Indemnity: Indemnity for breach of contract obligations</p> <p>There are several remedies available under law and contract to you for such breach of obligations. For example, there are penalties and LDs that may be imposed for some of these breaches. Seeking indemnities for such breaches frustrates the entire purpose of such remedies available to you. We understand that remedies other than indemnity will be sufficient for such breaches. We request you to kindly delete this section.</p> <p>If you still insist on retaining this section, then we request you to at least make them subject to the overall cumulative liability cap of total contract value and subject to final determination of court/arbitrator.</p>	No change can be made in company approved GCC
6.	<p>Indemnity: In the GST regime, this clause may not be feasible. We request you to kindly delete this clause. Alternatively, kindly limit liability under this clause to reimburse you any penalty / fine that may be imposed on you solely due to breach of GST laws on our part, subject to overall cap of one time the fees payable to us under this agreement.</p>	No change can be made in company approved GCC
7.	<p>Clause 20.0 at page 63: Indemnity</p> <p>Request client to kindly delete these. Alternatively, kindly cap these indemnities to limitation of liability cap or one time the fees payable to us under this Agreement</p>	No change can be made in company approved GCC
8.	<p>No clause in RFP. Please include in pre-bid: Termination</p> <p>To uphold the principles of natural justice and to bring parity in the contract, we request client to give us the right to terminate the contract in case client breaches any of its material obligations under the contract, provided a notice for such breach is given to client along with a rectification period of 30 days.</p>	No change can be made in company approved GCC
9.	<p>Termination: We request the client to delete this ground for termination as it is unreasonable and there are several remedies in contract and law available to the client for such breach.</p>	No change can be made in company approved GCC
10.	<p>Cancellation: Cancellation / Rescission means voiding the contract and making the contract ineffective from its inception, thereby restoring</p>	No change can be made in company approved GCC

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	the parties to the positions they would have occupied if no contract had ever been formed. In this scenario, the bidder may be deprived of any payment and a refund of all payments made already may be sought. Request deletion of this clause	
11.	Clause 19.0 at page 62, Clause 45.0 at page 80- Risk Purchase Request client to limit our liability under this clause to 10% of the value of corresponding goods/services not delivered by us. Please also confirm that the client will use government procurement norms (including price discovery) for procurement of such services from third parties.	No change can be made in company approved GCC
12.	Clause 8.3 at page 45, Clause 30.0 at page 68: Liquidated damages / Penalties We request client to cap the liquidated damages/penalties cumulatively to 5% of the total contract value.	No change can be made in company approved GCC
13.	Clause 30.0 at page 68 Liquidated damages We understand that as per the Contract Act, where LDs are stipulated, generally any other damages cannot be claimed. Therefore, we request you to kindly make imposition of liquidated damages as sole and exclusive remedy for corresponding breaches.	No change can be made in company approved GCC
14.	Clause 30.0 at page 68: Liquidated damages We understand that we would be liable to pay liquidated damages to the extent corresponding breach is solely attributable to us. Kindly confirm.	No change can be made in company approved GCC
15.	Clause 5.0 at page 5, Clause 30.0 at page 68 Times is of essence and LDs for delay By making time of essence of the contract, you retain the right to void the contract ab initio in case timelines are not met. There are various dependencies on the client and other third parties for completing the project. There may be delays on the part of our client and other parties also. Thus, the contract can be voided by you even if the fault is not entirely ours. We understand that it is not the intention to make the agreement void ab initio in case of any delay in achieving the timelines. Further, since there are LDs for delay in achieving the timelines, it does not look legally feasible to have time as the essence of the contract. Thus, we request you to kindly delete this clause.	No change can be made in company approved GCC

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16.	<p>Clause 14.0 at page 57 Insurance</p> <p>We wish to clarify that we maintain insurance, at the firm level, which is required to be maintained by us as per the provision of laws. Separate insurances for this project may not be required considering such firm level insurance. We can provide you with a Confirmation about our firm level insurance and that to the extent required by law, this project will also be covered under that insurance. We hope that should suffice. Please confirm.</p>	No change can be made in company approved GCC
17.	<p>Clause 25.0 at page 64 Records, Reports and Inspection</p> <p>We wish to clarify that we will retain our records as per our records retention policies. Upon reasonable notice, we will allow Client to inspect our invoicing records under this engagement; such inspection shall be done in a pre-agreed manner and during normal business hours. For avoidance of doubt, such inspection should not cause us to be in breach of our organizational confidentiality requirements. Please acknowledge that our audit related obligations will be subject to foregoing statement</p>	No change can be made in company approved GCC
18.	<p>Clause 42.1 at page 74 Arbitration</p> <p>In order to uphold the principles of natural justice (Nemo judex in causa sua- no one should be judge in ones own case) and the provisions of the Arbitration and Conciliation Act, we request that the arbitrator(s) be appointed with mutual consent of both the parties. Alternatively, a panel of three arbitrators may be set up in which one arbitrator is appointed by Consultant, one by the client and the two arbitrators appoint third arbitrator. Please confirm.</p>	No change can be made in company approved GCC
19.	<p>No third party disclaimer</p> <p>We will be providing services and deliverables to you under the contract. We accept no liability to anyone, other than you, in connection with our services, unless otherwise agreed by us in writing. You agree to reimburse us for any liability (including legal costs) that we incur in connection with any claim by anyone else in relation to the services. Please confirm our understanding is correct</p>	No change can be made in company approved GCC
20.	<p>Acceptance</p> <p>If the project is to be completed on time, it would require binding both parties with</p>	No change can be made in company approved GCC

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	timelines to fulfil their respective part of obligations. We request you that you incorporate a deliverable acceptance procedure, perhaps the one provided by MeitY in their guidelines, or the one suggested below, to ensure that acceptance of deliverables is not denied or delayed and comments, if any, are received by us well in time. Y	
21.	List of proformas pg 100 of 145 Please advise if these needs to be attached mandatorily. Unless otherwise the bid amount is paid as a bank guarantee mentioned in clause 12.2 a. The Bid Security may be submitted in the form of irrevocable Bank Guarantee (as per PROFORMA-V) issued by Nationalized or Scheduled Bank in favour of M/s Oil India Limited and payable at DULIAJAN. The Bank Guarantee must be on Non-Judicial Stamp Paper of requisite value as per Indian Stamp Act purchased in the name of Banker	Only applicable Proformas need to be filled up and submit.
22.	Clause 7.1 Pg 90 of 145 Can the costs associated with travel and accommodation be reimbursed as Out-of-pocket expenses basis actual bills?	No
23.	Performa XVI Pg.118 of 145: UNDERTAKING FOR LOCAL CONTENT Please provide clarity if the same needs to be annexed since this is a consultancy work.	Yes. The undertaking must be submitted.
24.	Pg 34 of 145 clause 4: Against Sl. No. (I) a to d of above table: Bidders shall submit copies of work orders and completion certificate (both) in support of their fulfilling the respective criteria When completion certificate is not available can we produce either of these documents in place of the same, 1) confirmation mail from the company 2) invoice raised against work completion	No
25.	SCOPE OF WORK  Data template will be provided by us. Is there a SPOC who will be appointed to co-ordinate data collation from Oil India's end and bear accountability of the numbers. Is there a possibility to use a digital platform to enable collection of data from all the units, so that a digital footprint can be left. This can help the team be prepared for a limited assurance in future	The consultant is expected to carry out all the data collection across sphere. However, OIL shall extend all help to support the consultant. As per the SOW, the consultant is required to suggest a digital platform which would be used for data capturing in the future.

26.	SCOPE OF WORK  Can the timeline be made 6 months instead of 3?	The consultant's engagement during Phase 2 is envisioned with a maximum cap of three months per annum. Payments will be disbursed based on the milestones achieved within three-month timeframe or earlier.
27.	SCOPE OF WORK  Can the word Environmental be replaced with 'Environmental, Social and Governance'?	The scope of the said consultancy work is only to make the Environment strategy of OIL.
28.	SCOPE OF WORK  Are these stakeholders be spread across different locations or this interaction will happen centrally? Please take clarity from client	Consultant is expected to suggest during the business presentation
29.	SCOPE OF WORK Is there a possibility to modify the language as 'support policy' instead of suggest policy?	Consultant is expected to suggest/recommend the policy framework to OIL
30.	SCOPE OF WORK  Who will borne the cost for these consultations? Will this be through physical mode or virtual? No of potential partners? Place for these consultations and no of such consultations to be held? Please advise if you can provide some clarity on the same	The consultant is expected to facilitate connections between OIL and potential partners to provide support in achieving the goals outlined in the strategy formulated by the consultant. The mode of these consultations can be mutually decided between OIL and the consultant
31.	SCOPE OF WORK  Bring in global experts to validate internal diagnostics and introduce global benchmarks and ideas.  Can the cost related to this be raised as OPE expenses based on actual expenditure? If there arises a travel/flight and lodging expenses	The intention is to benchmark our strategy against the best global practices, and this benchmarking process, led by a global expert, will be worked out by the consultant. No additional expenses will be incurred by OIL in this regard.

**PRE-QUALIFICATION CRITERIA (PQC)**

**BID EVALUATION CRITERIA (BEC) – BID REJECTION CRITERIA (BRC)**

**1.0 BID EVALUATION CRITERIA (BEC):**

The bid shall conform to the specifications and terms and conditions given in the Bidding Documents. Bids will be rejected in case material and services offered do not conform to the required parameters stipulated in the technical specifications. Notwithstanding the general conformity of the bid to the stipulated specifications, the following requirements will have to be particularly met by the Bidders without which the same will be considered as non-responsive and will not be considered for evaluation. All the documents related to BEC shall be submitted along with the Technical Bid.

**1.1 Eligibility Criteria:**

**The bidder must be incorporated in India and must maintain more than or equal to 20% local content (LC) for the offered services to be eligible to bid against this tender.**

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

If such local content is not maintained during execution of contract, OIL reserves the right to invoke the Performance Securities submitted by the bidding and supporting companies, in addition to resorting to other options as may be deemed appropriate.

Whether or not the bidders want to avail PP-LC benefit against this tender, it is mandatory for them to meet the following at the bidding stage:

- (a) Without specifying the unit rates and bid amount in the technical bid, the bidder must provide the exact specific percentage (%) of local content in their bid, without which the bid shall be summarily rejected being non-compliant.
- (b) The Bidder shall submit an undertaking from the authorised signatory of bidder having the Power of Attorney alongwith the bid, specifying the exact LC Percentage and such undertaking shall become a part of the contract, if awarded. [Format enclosed as Proforma-XVI].
- (c) Bidder to submit a copy of their Certificate of Incorporation/registration in India.



## **1.2 Technical Criteria:**

**1.2.1** Bidder must have experience of successfully executing **Similar Work** under **01 (One) single contract** in the last 7 (Seven) years preceding the original bid closing date with Central/State Government/ PSUs/ Public Limited Company in India.

**1.2.2 Team Structure and Experience:** The bidder shall submit a self-declaration that they would deploy a team comprising minimum number of the below resources for Phase I & II respectively:

### For Phase I:

- Team Leader: 01
- Experts: 03
- Project Manager: 01
- Consultants: 03
- Other related experts and adequate support staff

### For Phase II:

- Team Leader: 01
- Project Manager: 01
- Consultants: 02
- Other related experts and adequate support staff.

***Minimum experience of the team members required as on the original bid closing date:***

**Team Leader:** Team leader should have minimum of 15 years of overall experience, and 10 years' experience in Oil & Gas with minimum of 2 assignments on Environmental/decarbonisation /renewables.

**Oil & Gas Expert:** Minimum 18 years of overall experience with minimum 14 years of experience in Oil & Gas Industry.

**ESG/Decarbonisation Expert:** Minimum 15 years of overall experience with minimum 7 years of experience in GHG emissions, accounting & mapping/net zero/decarbonization.

**Renewable/ New Energy Expert:** Minimum 15 years of overall experience with minimum 10 years of experience in Renewable Energy /New Energy/ Decarbonization technology/Energy Transition.

**Project Manager:** Project Manager should have minimum of 10 years of overall experience and minimum of 7 years of experience in Oil & Gas sector.

**Consultants:** Consultants should have more than 2 years of experience with minimum 1 year experience in Oil & Gas/Renewable/New energy.

Bidder must submit, along with the bid, the CVs of the Team members certifying the tenure, nature of experience and Qualification by CEO or the authorised signatory having the Power of Attorney of the bidder. Minimum qualification of team members shall be Engineering graduate or post graduate/MBA from a reputed Institute. The CVs are to be submitted as per the Annexure-1 enclosed.

The team members cannot be changed during the contract period unless under unavoidable circumstances. In such a situation the change will only be permitted with prior consent of OIL. The experience of the new member must be more or equivalent to that of the member being replaced. An undertaking in this respect to be submitted by the bidder along with the technical bid.

**Notes to BEC Clause No. 1.2.1 & 1.2.2:**

**“SIMILAR work” mentioned above means – ‘Experience in formulation of strategy related to any one or more of Corporate Portfolio/ Business Development/Renewable energy/ New Energy/ Net Zero Roadmap/ Decarbonization’.**

**A.** For proof of requisite Experience (refer Clause No. 1.2.1), the following documents / photocopy (self-attested / attested) must be submitted along with the bid:

(i) Contract document / LoA / WO showing details of work,

AND

(ii) Job Completion Certificate showing:

- (i) Nature of job done and Work order no. / Contract no.
- (ii) Contract period and date of completion

OR

SES (Service Entry Sheet) / Certificate of Payment (COP) issued by the company indicating the following:

- (i) Work order no. / Contract no.
- (ii) Period of Service
- (iv) Nature of Service

**B.** Only Letter of Intent (LOI) / Letter of Award (LOA) and/ or Work Order(s), Job Completion certificate are not acceptable as evidence of experience. Successful completion of the awarded contract(s) to the extent of value/volume, as stipulated respectively under Clause 1.2 will only be treated as acceptable experience.

**C.** In case requisite experience is against **OIL’s contract**, bidder shall only be required to categorically specify OIL’s Contract Number and date to consider the experience.

**D.** Following work experience will also be taken into consideration:

If the prospective bidder has executed the similar work which is a component of a completed/running contract.

- In case the document submitted as per **Para A, (i) & (ii)** above are not sufficient to establish the completion of similar work against **Para D** above the bidder shall also have to submit the breakup of the works executed under such contract(s) clearly indicating completion of SIMILAR work with execution period which should be certified by the end user.
- E.** Experience of executing similar work through 'sub-contracting' shall not be considered for evaluation.
- F.** SIMILAR work executed by a bidder for its own organization / subsidiary cannot be considered as experience for the purpose of meeting BEC.
- G.** If a bidder qualifies the BEC Clause No. 1.2.1 & 1.2.2 on their own strength, then the experience of bidder shall only be considered for marking purposes under the Quality Criteria of QCBS. Experience of parent/subsidiary company, even if submitted shall not be considered for QCBS marking. However, if a bidder qualifies based on the experience of their supporting company, the experience of the supporting company shall be considered for QCBS marking.
- H.** In case bidder expresses its inability to submit necessary documents i.e. copies of work order and completion certificate for reasons of Non-Disclosure Agreement (NDA) or other reasons (clearly specifying the reasons) in support of meeting the experience criteria mentioned above, a certificate certifying all the required information, issued by CEO / Head of bidding entity/ CFO of the company and certified by Chartered Accountant / Statutory Auditor / Certified Public Accountant (not being an employee or a Director or not having any interest in the bidder(s) company / firm) along with a declaration that the bidding company is not in a position to submit the required documents owing to the NDA or other reason may be submitted.

### **1.2.3 ELIGIBILITY CRITERIA IN CASE BIDS ARE SUBMITTED ON THE BASIS OF EXPERIENCE OF THE PARENT/SUBSIDIARY COMPANY:**

Offers of those bidders who themselves do not meet the experience criteria as stipulated in clause no. 1.2.1 & 1.2.2 above can also be considered, provided the bidder is a wholly owned subsidiary company of the parent company [supporting company] who meets the requisite experience criteria or parent company can also be considered on the strength of its wholly owned subsidiary [supporting company] who meets the requisite experience criteria. However, the parent/subsidiary company of the bidder should on its own meet the experience as stipulated in the BEC and should not rely for meeting the experience criteria on its sister subsidiary/co-subsidiary company or through any other arrangement like Technical Collaboration agreement. In case of bidder who is a subsidiary company dependent upon the experience of the parent company or vice-versa, with a view to ensure commitment and involvement of the parent/subsidiary company (Supporting Company) for successful execution of the contract, the participating bidder should enclose an Parent/Subsidiary Agreement (Proforma-XIII) between the parent and the subsidiary company or vice-versa and Parent/Subsidiary Guarantee (Proforma-XIV) from the parent/subsidiary

company to OIL for fulfilling the obligation under the Agreement, along with the technical bid.

**1.2.4 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 No. 1.2.1 & 1.2.2 above can also be considered based on the experience criteria of their sister-subsubsidiary/co-subsidiary company [supporting company] within the ultimate parent/holding company subject to meeting of the following conditions:

- i) Provided that the sister-subsubsidiary/co-subsidiary company and the bidding company are both wholly owned subsidiaries of an ultimate parent/holding company either directly or through intermediate wholly owned subsidiaries of the ultimate parent/holding company or through any other wholly owned subsidiary company within the ultimate/ holding parent company. Documentary evidence to this effect to be submitted along with the technical bid.
- ii) Provided that the sister subsidiary/co-subsidiary company on its own meets the experience criteria stipulated in Clause 1.2.1 & 1.2.2 above and not through any other arrangement like Technical Collaboration agreement.
- iii) Provided that with a view to ensure commitment and involvement of the ultimate parent/holding company for successful execution of the contract, the participating bidder must submit an agreement as per format furnished vide Proforma-XV, between them & their ultimate parent/holding company, along with the technical bid.

**Note to Clause 1.2.3 & 1.2.4 above.**

In case of situations mentioned in Clause No. 1.2.3 or 1.2.4 above, the following conditions should be complied:

- i. Undertaking should be submitted by the Supporting Company to provide additional Performance Security (as per format and instructions enclosed as 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. In cases where Supporting Company do not have Permanent Establishment in India, the bidding company can furnish Performance Security equivalent to „sum of performance security amount required to be submitted by the bidder and additional performance security amount required to be submitted by the supporting company“. In such case bidding company shall furnish an undertaking that their Supporting Company is not having any Permanent Establishment in India in terms of Income Tax Act of India.
- ii. Undertaking from the supporting company shall be submitted to the effect that, in addition to invoking the performance security submitted by the contractor, the additional performance security provided by supporting company shall be invoked by OIL due to non-performance of the contractor.
- iii. A certificate from the Statutory Auditor of the bidding company to establish the relationship and equity percentage holding between bidding company and the supporting company. The certificate should be duly concurred/endorsed by the Company Secretary or one of the Directors of the company concerned.

- The above certificate should not be more than 30 days old as on the original bid closing date.
- iv. The supporting company shall not be allowed to submit their separate/independent bid against the tender. In such case, all such bids shall be rejected. Also, bids having technical support from the same entity shall be rejected.

### **1.3 Financial Criteria:**

(i) Annual Financial Turnover of the bidder in any of preceding 03 (three) financial / accounting years, reckoned from the original bid closing date should be at least **Rs. 54,40,000.00 (Rupees Fifty-Four Lakh Forty Thousand) only.**

(ii) **Net worth** of bidder must be positive for preceding financial / accounting year.

#### **Note:**

- Annual Financial Turnover of the bidder from operations shall mean: "Aggregate value of the realisation of amount made from the sale, supply or distribution of goods or on account of services rendered, or both, by the company (bidder) during a financial year" as per the Companies Act, 2013 Section 2 (91).
- Net worth shall mean: "Share capital + Reserves created out of profits and securities Premium – Aggregate value of accumulated losses (excluding revaluation reserves) – deferred expenditure – Miscellaneous Expenditure to the extent not written off and carried forward Loss - Reserves created out of write back of depreciation and amalgamation"
- The Net worth to be considered against the clause above, should be read in conjunction with the definition of Net worth as mentioned in Section 2 (57) of The Companies Act, 2013.

#### **Notes to BEC Clause No. 1.3:**

**A.** For proof of Annual Turnover & Net worth any one of the following documents must be submitted along with the bid:

(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 **PROFORMA-XV.**

OR

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

\*Note:

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

- In case the bidder is a Central Govt. organization / PSU / State Govt. organization / Semi-State Govt. Organization or any other Central / State Govt. Undertaking, where the auditor is appointed only after the approval of Comptroller

and Auditor General of India and the Central Government, their certificates may be accepted even though FRN is not available. However, bidder to provide documentary evidences for the same.

**B.** Considering the time required for preparation of Financial Statements, if the last date of preceding financial/accounting year falls within the preceding six months / within the due date for furnishing of audit report as per Section 139(1) of IT Act, 1961 (read along with latest circulars/notifications issued by CBDT from time to time) reckoned from the original bid closing date and the Financial Statements of the preceding financial / accounting year are not available with the bidder, then the financial turnover of the previous three financial / accounting years excluding the preceding financial/accounting year 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 bidder has to submit an undertaking in support of the same along with their technical bid as per **PROFORMA-X**.

**C.** In case the bidder is a Government Department, they are exempted from submission of documents mentioned under para-A. and **B.** above.

## **2.0 COMMERCIAL EVALUATION CRITERIA**

2.1 Bids are to be submitted under Single-Stage Two-Bid System i.e., Un-priced Techno-Commercial Bid and Price Bid in their respective fields in GeM-tender portal. Only the Price Bid should contain the quoted price. Bids received from bidders who are not in the list shall be rejected.

2.2 The price quoted by the successful bidder must be firm during the performance of the contract and not subject to variation on any account except as mentioned in the bid document. Any bid submitted with adjustable price quotation other than the above will be treated as non- responsive and rejected.

**Note: The breakup of the quoted/offered price i.e., the duly filled Price Bid Format MUST NOT be uploaded with the technical bid; otherwise, the bid shall be rejected straightway.**

2.3 Bid Security in Original shall be furnished as a part of the Technical Bid and shall reach the office of CGM- Contracts, OIL at Duliajan on or before 12.45 Hrs (IST) on the bid closing date. A scanned copy of the bid security shall however be uploaded in OIL's E-Procurement portal along with the Technical Bid. The amount of Bid Security shall be **₹ 10,88,000.00**. Bid without proper & valid Bid Security will be rejected. Exemption from submission of Bid Security shall be as per GeM GTC.

2.4 Any bid received in the form of Physical document/ Telex/ Cable/ Fax/ E-mail will not be accepted.

2.5 Bids shall be typed or written in indelible ink. The bidder or his authorized representative shall sign the bid digitally, failing which the bid will be rejected.

2.6 Bids shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by bidder, in which case such corrections shall be initiated by the persons(s) signing (digitally) the bid. However, white fluid should not be

used for making corrections. Any bid not meeting this requirement shall be rejected.

- 2.7 Any bid containing false statement will be rejected and action will be taken by Company as per Bid Document.
- 2.8 Bidder must accept and comply with the following provisions as given in the Tender Document in toto, failing which offer will be rejected:
- (i) Firm price
  - (ii) Bid Security
  - (iii) Period of validity of Bid
  - (iv) Price Schedule
  - (v) Performance Bank Guarantee / Security deposit
  - (vi) Delivery / Completion Schedule
  - (vii) Scope of work
  - (viii) Guarantee of material / work
  - (ix) Liquidated Damages clause
  - (x) Tax liabilities
  - (xi) Arbitration / Resolution of Dispute Clause
  - (xii) Force Majeure
  - (xiii) Applicable Laws
  - (xiv) Specifications
  - (xv) Integrity Pact
- 2.9 There should not be any indication of price in the Un-priced Techno-Commercial Bid. A bid will be straightway rejected if this is given in the Un-priced Techno-Commercial Bid.
- 2.10 Bid received with validity of offer less than **One Hundred and Twenty (120) Days** from Bid Closing Date will be rejected.
- 2.11 The Integrity Pact is applicable against this tender. OIL shall be entering into an Integrity Pact with the bidders as per format enclosed vide **PROFORMA-XIII** of the tender document. This Integrity Pact proforma has been duly signed by OIL's competent signatory. The proforma must be returned by the bidder (along with the Un-priced Techno-Commercial Bid) duly signed (digitally) by the same signatory who signed the bid, i.e., who is duly authorized to sign the bid. Uploading the Integrity Pact with digital signature will be construed that all pages of the Integrity Pact have been signed by the bidder's authorized signatory who sign the Bid.

### **3.0 PRICE EVALUATION CRITERIA**

- 3.1 Price bid shall be opened in respect of only the techno-commercially acceptable bidders whose bids have been found to be substantially responsive. A substantially responsive bid is one that meets the terms and conditions of the Tender and/or the acceptance of which bid will not result in indeterminate liability on OIL.

- 3.2 Bidders are required to quote for all the items in the BOQ/Price Bid/ Financial Document. In case the bidder does not quote against any of the line items, the total bid value shall be considered as inclusive of the cost of the service/item.
- 3.3 It is to be clearly understood that the assumptions made in respect of the quantities for various operations are only for the purpose of evaluation of the bid and the Contractor will be paid on the basis of the actual number of days/parameters.
- 3.4 The bidders are advised not to offer any discount/rebate separately and to offer their prices after considering discount/rebate, if any.
- 3.5 Conditional and unsolicited discount will not be considered in evaluation. However, if such bidder happens to be the lowest recommended bidder, unsolicited discount without any condition will be considered for computing the contract price.
- 3.6 The inter-se-ranking of the techno-commercially qualified bidders will be determined as per Clauses 4.0 & 5.0 below.**
- ~~3.7 Based on the evaluation of techno-commercially qualified bidders, the job will be awarded to the L-1 bidder.~~
- ~~3.8 In case of identical overall lowest offered rate by more than 01 (one) bidder, the selection will be made by draw of lot between the parties offering the same overall lowest price.~~
- 3.9 OIL will prefer to deal with registered bidder under GST. Therefore, bidders are requested to get themselves registered under GST, if not registered yet. However, in case any unregistered bidder is submitting their bid, their prices will be loaded with applicable GST while evaluation of bid.
- 3.10 When a bidder mentions taxes as extra without specifying the rates & amount, the offer will be loaded with maximum value towards taxes received against the tender for comparison purposes. If the bidder emerges as lowest bidder after such loading, in the event of order on that bidder, taxes mentioned by OIL on the Purchase Order/Contracts will be binding on the bidder.
- 3.11 Input Tax Credit on GST (Goods & Service Tax) for this service is NOT available to OIL & the bids will be evaluated based on total price including GST.
- 3.12 For evaluation purpose, quoted unit rates against each Line Item of the price bidding format shall be considered only upto 02 (two) decimal places without rounding off for evaluation.

**4.0 EVALUATION METHODOLOGY:** The bids conforming to the technical specifications, terms and conditions stipulated in the bidding document and considered to be responsive after subjecting to Bid Rejection Criteria will be considered for further evaluation as given below:

Bids shall be evaluated both in terms of 'Quality' as well as 'Quoted Price' i.e. Quality & Cost Based Selection (QCBS) methodology. **The weightage for the 'Quality' is 80 and the weightage for the 'Quoted' price is 20.**



An Evaluated Bid Score (B) will be calculated for each bid using the following formula in order to have a comprehensive assessment of the Bid price and the Quality of each bid:

$$B = \frac{C_{low}}{C} \times 100 \times X + \frac{T}{T_{high}} \times 100 \times Y$$

where,

C = Evaluated Bid Price of the bidder

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

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

T<sub>high</sub> = The highest mark scored against “Quality” criteria among all responsive bids

X = 0.2 (The weightage for “Quoted price” is 20 %)

Y = 0.8 (The weightage for “Quality” is 80 %)

**Note: The Evaluated Bid Score (B) shall be considered up to two decimal places.**

1. Marks will be awarded as per the number of relevant assignments submitted by the bidder in the respective heads/subheads. Whether the assignment submitted by the bidder is relevant or not shall be decided by OIL based on the documentary evidence submitted by the bidder at the time of submitted the bid and decision of OIL shall be binding on the bidders. The onus of providing the required inputs on each criteria will be the responsibility of the bidder. In case the requisite documents are not submitted/partly submitted by the bidder and not sufficient to establish the exact marks, then marks assigned will be the lowest wherever applicable.
2. All the bidders post submission of bid shall make a detailed presentation to OIL as per Clause 4 ; Evaluation Methodology. Bidder(s) will be called for in person presentation (Business) for which notice of date and venue will be intimated before minimum 7 days. The presentation should be made by the proposed team who shall be working on this assignment with OIL. The proposed team including the team leader, domain experts, project manager shall be available for the presentation. Bidders are required to submit hard copies of this version of presentation duly signed/certified by Authorized signatory (Authorised signatory, i.e., CEO / Head of bidding entity/ CFO) on the day of the presentation. Immediately after the presentation the bidders will be required to email the presented version to OIL. The presentation of the bidder(s) will be evaluated by OIL’s Internal Committee. The marks assigned will be based on the judgement of the committee and will be confidential. The evaluation by officials will be final and no representation shall be made by any bidder at any point of time.

The marks allocated against various subsections under Quality of Bid shall be as under:

**Computation Table**

<b>Sl. No.</b>	<b>Criteria</b>	<b>Scoring metric</b>	<b>Max. marks on sub criteria</b>
	<b>Technical Score</b>	<b>Maximum Mark 100</b>	
<b>I</b>	<b>Experience and expertise of bidder</b>	<b>Maximum Mark 40</b>	
a	Number of global or Indian assignment focusing on Strategy formulation/ Business Development in the last 7 years. Project value of Consultancy to be more than or equal to Rs 1.5 Crores	<b>Maximum Marks</b>	<b>10</b>
		Number of Projects >05	10
		Number of Projects ≥2 and ≤5	8
		Number of Project=1	6
		<i>The project list should include experience of at least one Indian project, otherwise for missing on Indian experience, 02 Marks shall be deducted from the marks obtained above.</i>	
b	Number of consultancy projects undertaken in India or globally in at least 2 of the following sectors in the last 7 years of project value more than or equal to Rs. 1.5 Crore.	<b>Maximum Marks</b>	<b>10</b>
		Number of Projects >15	8
		Number of Projects ≥10≤15	6
		Number of Projects ≥5<10	4
		Number of Projects ≥2<5	2
	1.Exploration & Production of Hydrocarbon 2. Hydrocarbon Refining 3.Petrochemical 4.Renewables/New Energy	<i>Additional 1 mark shall be given for experience in each additional sector</i>	

c	Number of projects completed globally or ongoing in India over the last 7 years on net-zero and its related topics (like ESG, de-carbonization, scenario development, policy shaping, technology assessment, etc.)	<b>Maximum Marks</b>	<b>10</b>
		Number of Projects $\geq 5$	10
		Number of Projects $\geq 3 < 5$	7
		Number of Projects $\geq 1$ and $< 3$	5
d	Number of projects completed in India over last 7 years on energy transition related topics (such as Hydrogen, CCUS/CCS, Biofuels, CBG, Renewables, energy storage etc.)	<b>Maximum Marks</b>	<b>5</b>
		Number of Projects $\geq 5$	5
		Number of Projects $\geq 3 < 5$	3
		Number of Projects = 2	2
e	Experience of developing net zero / decarbonization roadmap for an oil and gas sector in India	<b>Maximum Marks</b>	<b>5</b>
		Yes	5
		No	0
II	<b>Experience and expertise of implementation team</b>	<b>Maximum Marks 30</b>	
a	<b>Team Leader:</b>	<b>Maximum Marks</b>	<b>6</b>
	Total number of projects related to Net Zero / decarbonization / Alternate energy, Renewable, New Energy handled as a Team Leader.	<b>Maximum Marks</b>	3
		Number of projects $\geq 4$	3
		Number of Projects $\geq 2 < 4$	2
		<b>Maximum Marks</b>	3
	<b>Experience in years:</b>	Overall Experience $\geq 18$ years	3

		Overall Experience $\geq 15$ years < 18	2
b	<b>Oil &amp; Gas Expert:</b>	<b>Maximum Marks</b>	<b>6</b>
	<b>Number of Projects:</b>	<b>Maximum Marks</b>	4
	Number of projects in Oil & Gas sector.	Number of projects $\geq 10$	4
		Number of projects $\geq 8 < 10$	3
		Number of Projects $\geq 5 < 8$	2
	<b>Experience in years:</b>	Experience in Oil & Gas Industry $\geq 14$ years	2
c	<b>ESG/Decarbonization Expert</b>	<b>Maximum Marks</b>	<b>6</b>
	<b>Number of Projects:</b>	<b>Maximum Marks</b>	4
	Number of projects in GHG emissions, accounting & mapping/net zero/ decarbonization.	Number of projects $\geq 10$	4
		Number of projects $\geq 8 < 10$	3
		Number of projects $\geq 5 < 8$	2
	<b>Experience in years:</b>	$\geq 7$ years	2
d	<b>Renewables/ New Energy Expert:</b>	<b>Maximum Marks</b>	<b>6</b>
	<b>Number of Projects:</b>	<b>Maximum Marks</b>	4
	Number of projects in Renewable Energy /New Energy/ Decarbonization technology/Energy Transition.	Number of projects $\geq 10$	4
		Number of projects $\geq 8 < 10$	3
		Number of projects $\geq 5 < 8$	2

	<b>Experience in years:</b> Experience in Renewable Energy /New Energy/ Decarbonization technology/Energy Transition.	≥ 10 years	2
e	<b>Project Manager:</b>	<b>Maximum Marks</b>	<b>6</b>
	<b>Number of Projects:</b> Total number of projects related to Net Zero / decarbonization / Alternate energy, Renewable, New Energy handled as a Project Manager.	<b>Maximum Marks</b>	2
		Number of projects ≥ 3	2
		Number of projects ≥ 1<3	1
	<b>Experience in years:</b> Experience in Net Zero / decarbonization / Alternate energy, Renewable, New Energy.	<b>Overall Experience: Max. marks</b>	2
		≥ 14 years	2
		≥ 10 years <14 years	1
		<i>Experience in Oil &amp; Gas sector</i> ≥ 7 years	2
III	<b>Business presentation</b>		<b>30</b>
a	Understanding of scope of work, deliverables & OIL's business requirements. Robustness of work plan, approach & methodology to meet objectives and timeline of deliverables with weekly/monthly break up of activities, specific requirement from OIL and specific timelines against each activity for effectiveness and milestones tracking	<b>Maximum Marks</b>	<b>10</b>
		Objective Clarity	2
		Timeline Breakdown	2
		Alignment with OIL's specific requirements	2
		Milestone Definition	2
		Organogram for this assignment including support staff, back up experts / support executive	2
b		<b>Maximum Marks</b>	<b>10</b>

	Past case studies for similar nature of work and similar complexity and scale and relevance to OIL's context (net zero, ESG strategy) executed by the bidder.	Relevance of the Case Study	5
		Key Learnings to be deployed for this assignment	5
c	Innovative approach	<b>Maximum Marks</b>	<b>10</b>
		Tool and Technique	5
		Feasibility of ideas for implementation.	2
		Expertise and preparedness to implement innovative approach	3

**Note:** i) *For conversion of foreign currency into Indian currency for evaluation of QCBS criteria, B.C. selling (Market) rate declared by State Bank of India, one day prior to the date of technical bid opening shall be considered.*

*ii) Against a particular quality criterion, if a qualified bidder does not have the requisite minimum criteria indicated in the table above, zero marks shall be assigned for that particular criteria.*

**Documentary Evidence to be submitted by bidders along with their offers:**

i) **Against Sl. No. (I) a to d** of above table:

Bidders shall submit copies of work orders and completion certificate (both) in support of their fulfilling the respective criteria.

**For Sl. No. I-e,** If the prospective bidder has the requisite experience which is a component of a completed/running contract shall also be considered. Bidders shall submit copies of work orders and completion certificate (both) in support of their fulfilling the criteria.

ii) **Against Sl. No. II- a to e** of above table:

Documentary evidence certified by the CEO / Head of bidding entity/ CFO of the bidding organisation.

iii) **Against Sl. No. III** of above table:

Bidders shall prepare and present their proposal before a committee of OIL for evaluation.

Note: In case bidder expresses its inability to submit necessary documents i.e. copies of work order and completion certificate for reasons of Non-Disclosure Agreement (NDA) or other reasons (clearly specifying the reasons) in support of meeting the experience criteria mentioned in the QCBS table, a certificate certifying

all the required information, issued by CEO / Head of bidding entity/ CFO of the company and certified by Chartered Accountant /Statutory Auditor /Certified Public Accountant (not being an employee or a Director or not having any interest in the bidder(s) company / firm) along with a declaration that the bidding company is not in a position to submit the required documents owing to the NDA or other reason may be submitted.

**5.0 AWARD OF CONTRACT:** Contract shall be awarded to the bidder with the highest Evaluated Bid Score (B).

In the event of any other situation other than above, awarding shall be guided by GeM GTC.

**6.0 GENERAL**

6.1 In case bidder takes exception to any clause of bidding document not covered under BEC/BRC, then the Company has the discretion to load or reject the offer on account of such exception if the bidder does not withdraw/modify the deviation when/as advised by company. The loading so done by the company will be final and binding on the bidders. No deviation will however be accepted in the clauses covered under BEC/BRC.

6.2 To ascertain the substantial responsiveness of the bid the Company reserves the right to ask the bidder for clarification in respect of clauses covered under BEC/BRC also and such clarifications fulfilling the BEC/BRC clauses in toto must be received on or before the deadline given by the company, failing which the offer will be evaluated based on the submission. However, mere submission of such clarification shall not make the offer responsive, unless company is satisfied with the substantial responsiveness of the offer.

6.3 If any of the clauses in the BEC/BRC contradict with other clauses of bidding document elsewhere, the clauses in the BEC/BRC shall prevail.

6.4 Bidder(s) must note that requisite information(s)/financial values etc. as required in the BEC/BRC & Tender are clearly understandable from the supporting documents submitted by the Bidder(s); otherwise, Bids shall be rejected.

6.5 OIL will not be responsible for delay, loss, or non-receipt of applications for participating in the bid sent by mail and will not entertain any correspondence in this regard.

6.6 The originals of such documents [furnished by bidder(s)] shall have to be produced by bidder(s) to OIL as and when asked for.

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

**8.0 CHECKLIST FOR BEC-BRC:** Enclosed as **TECHNICAL EVALUATION SHEET (PROFORMA-XX)** and **COMMERCIAL CHECK-LIST (PROFORMA-XII)**. The checklists must be submitted along with the technical bid. Non submission of the same shall render the bid liable for rejection.

\*\*\*\*\*END OF PQC\*\*\*\*\*

**BID FORM**

**To**  
**M/s Oil India Limited,**  
**P.O. Duliajan, Assam, India**

**Sub: “Hiring of consultancy services for development of environment strategy and action plan with handholding for Oil India Limited.”**

*Gentlemen,*

Having examined the General and Special Conditions of Contract and the Terms of Reference including all attachments thereto, the receipt of which is hereby duly acknowledged, we the undersigned offer to perform the work/services in conformity with the said conditions of Contract and Terms of Reference for the sum quoted in the Price Bid Format or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Bid.

We undertake, if our Bid is accepted, to commence the work as per the terms & conditions set out in the subject tender.

If our Bid is accepted, we will submit the Performance Security Deposit as specified in the tender document for the due performance of the Contract.

We agree to abide by this Bid for a period of 120 days from the date of bid opening and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

Until a formal Contract is prepared and executed, this Bid, together with your written acceptance thereof in your notification of award shall constitute a binding Contract between us.

We understand that you are not bound to accept the lowest or any Bid you may receive.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2024.

**Authorised Person’s Signature:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Designation:** \_\_\_\_\_

**Seal of the Bidder:**



**STATEMENT OF NON-COMPLIANCE (IF ANY)**

**(Only exceptions/deviations to be rendered)**

**1.0** The Bidder shall furnish detailed statement of **exceptions/deviations**, if any, to the IFB stipulations, terms, and conditions in respect of each Section of Bid Document in the following format:

<b>Section No.</b>	<b>Clause No. (Page No.)</b>	<b>Non-Compliance</b>	<b>Remarks</b>

**Signature of Bidder:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**NOTE:** OIL INDIA LIMITED expects the bidders to fully accept the terms and conditions of the bid document. However, should the bidders still envisage some exceptions/deviations to the terms and conditions of the bid document, the same should be indicated as per above format and submit along with their bids. If the **“Statement of Non-Compliance”** in the above Proforma is left blank (or not submitted along with the Bid), then it would be constructed that the bidder has not taken any exception/deviation to the IFB requirements.

**PROFORMA LETTER OF AUTHORISATION FOR ATTENDING BID OPENING**

**TO**  
**CGM-CONTRACTS (HoD)**  
**OIL INDIA LIMITED**  
**P.O. DULIAJAN-786602**  
**Assam, India**

Sir,

**SUB: “Hiring of consultancy services for development of environment strategy and action plan with handholding for Oil India Limited.”**

I/We \_\_\_\_\_ confirm that Mr. \_\_\_\_\_ (Name and address) as authorised to represent us during bid opening on our behalf with you against IFB for **“Hiring of consultancy services for development of environment strategy and action plan with handholding for Oil India Limited.”**

Yours Faithfully,

**Authorised Person’s Signature:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Signature of Bidder:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**PROFORMA LETTER OF AUTHORITY**

**TO**  
**CGM-CONTRACTS (HoD)**  
**Contracts Department**  
**P.O. DULIAJAN PIN-786602**  
**Dist. Dibrugarh, Assam**  
**India**

Dear Sir,

**SUB: "Hiring of consultancy services for development of environment strategy and action plan with handholding for Oil India Limited."**

We \_\_\_\_\_ of \_\_\_\_\_  
Confirm that Mr. \_\_\_\_\_  
\_\_\_\_\_ (Name and Address) is authorised to represent us to Bid,  
negotiate and conclude the agreement on our behalf with you against IFB for  
**"Hiring of consultancy services for development of environment strategy and  
action plan with handholding for Oil India Limited."** for any commercial/ legal  
purpose etc.

We confirm that we shall be bound by all and whatsoever our said  
representative shall commit.

**Authorised Person's Signature:** \_\_\_\_\_

**Name:** \_\_\_\_\_

Yours faithfully,

Signature: \_\_\_\_\_

Name & Designation \_\_\_\_\_

For & on behalf of \_\_\_\_\_

**NOTE:** This letter of authority shall be on printed letter head of the bidder and shall be signed by a person competent and having the power of attorney (Power of attorney shall be annexed) to bind such Bidder.

**FORM OF BID SECURITY (BANK GUARANTEE FORMAT)**

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

WHEREAS, (Name of Bidder) \_\_\_\_\_ (hereinafter called "the Bidder") has submitted their offer Dated \_\_\_\_\_ for the provision of certain services (hereinafter called "the Bid") against OIL INDIA LIMITED, Duliajan, Assam, India (hereinafter called the Company's) Tender No. \_\_\_\_\_ KNOW ALL MEN BY these presents that we (Name of Bank) \_\_\_\_\_ of (Name of Country) \_\_\_\_\_ having our registered office at \_\_\_\_\_ (hereinafter called "Bank") are bound unto the Company in the sum of (\*\_\_\_\_\_ ) for which payment well and truly to be made to Company, the Bank binds itself, its successors and assignees by these presents.

SEALED with the said Bank this \_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_

THE CONDITIONS of these obligations are:

1. If the Bidder withdraws their Bid within its original/extended validity; or
2. The Bidder modifies/revises their bid suomoto; or
3. The Bidder does not accept the contract; or
4. The Bidder does not furnish Performance Security Deposit within the stipulated time as per tender/contract; or
5. If it is established that the Bidder has submitted fraudulent documents or has indulged into corrupt and fraudulent practice.

We undertake to pay to Company up to the above amount upon receipt of its first written demand (by way of letter/fax/cable), without Company having to substantiate its demand provided that in its demand Company will note that the amount claimed by it is due to it owing to the occurrence of any of the conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to and including the date (\*\*--/--/--) and any demand in respect thereof should reach the Bank not later than the above date.

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

A. Issuing Bank:

BANK FAX NO:

BANK EMAIL ID:

BANK TELEPHONE NO.:

IFSC CODE OF THE BANK:

B. 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 \_\_\_\_\_

Name of Bank & Address \_\_\_\_\_

Witness \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_  
(Signature, Name and Address)

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

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

- \* The Bidder should insert the amount of the guarantee in words and figures.
- \*\* Date of expiry of Bank Guarantee should be minimum 30 days after the end of the validity period of the Bid/as specified in the Tender.

**Note:**

The Bank Guarantee issuing bank branch shall ensure the following:

- a. The Bank Guarantee issued by the Bank must be routed through SFMS platform as per 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 (indicating the Contract Number) by the BG issuing bank branch to ICICI BANK LTD., Duliajan Branch; IFS Code – ICIC0000213; SWIFT Code – ICICINBBXXX; Branch Address: Kunja Bhavan, Daily Bazaar, Duliajan, Dibrugarh, Assam – 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.

**PROFORMA-VI**

**[TO BE FILLED-UP/SUBMITTED BY THE VENDOR ON ITS LETTER HEAD FOR  
E-REMITTANCE]**

Name:

FULL Address:

Phone Number:

Mobile Number:

E-mail address:

Fax Number:

Bank Account Number (in which the Bidder wants remittance against invoices):

Bank Name:

Branch:

Address of the Bank:

Bank Code:

IFSC/RTGS Code of the Bank:

NEFT Code of the Bank:

PAN Number:

GST Registration Number:

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Signature of Bidder with Official Seal

**FORM OF PERFORMANCE BANK GUARANTEE**

To:

M/s. Oil India Limited  
Contracts Department  
Duliajan, Assam - 786602

WHEREAS \_\_\_\_\_ (Name and address of Contractor) (hereinafter called "Contractor") had undertaken, in pursuance of Contract No. \_\_\_\_\_ to execute (Name of Contract and Brief Description of the Work) \_\_\_\_\_ (hereinafter called "the Contract").

AND WHEREAS it has been stipulated by you in the said Contract that the Contractor shall furnish you with a Bank Guarantee as security for compliance with Contractor's obligations in accordance with the Contract.

AND WHEREAS we (May incorporate the Bank Name) have agreed to give the Contractor such a Bank Guarantee; NOW THEREFORE we hereby affirm that we are Guarantors on behalf of the Contractor, 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 arguments, 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 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 thereunder 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:

A. Issuing Bank:  
BANK FAX NO:  
BANK EMAIL ID:  
BANK TELEPHONE NO:  
IFSC CODE OF THE BANK:

B. Controlling Office:

Address of the Controlling Office of the BG issuing Bank:

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

Notwithstanding anything contained herein:

- a) Our liability under this Bank Guarantee shall be restricted up to Rs.\_\_\_\_\_
- b) This guarantee shall be valid till .....
- c) We are liable to pay the guarantee amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before .....(Date of Expiry of BG PLUS one year claim period).
- d) At the end of the claim period that is on or after ..... (Date of expiry of the Bank Guarantee Plus Minimum of 1 year claim period shall be stipulated) all your rights under this Guarantee shall stand extinguished and we shall be discharged from all our liabilities under this Guarantee irrespective of receipt of original Bank Guarantee duly discharged, by 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 the Bank \_\_\_\_\_  
Address \_\_\_\_\_

**Note:**

The Bank Guarantee issuing bank branch shall ensure the following:

- a. The Bank Guarantee issued by the Bank must be routed through SFMS platform as per 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 (indicating the Contract Number) by the BG issuing bank branch to ICICI BANK LTD., Duliajan Branch; IFS Code – ICIC0000213; SWIFT Code – ICICINBBXXX; Branch Address: Kunja Bhavan, Daily Bazaar, Duliajan, Dibrugarh, Assam – 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.



**AGREEMENT FORM**

This Agreement is made on \_\_\_\_ day of \_\_\_\_\_ between Oil India Limited, a Government of India Enterprise, incorporated under the Companies Act 1956, having its registered office at Duliajan in the State of Assam, hereinafter called the "Company" which expression unless repugnant to the context shall include executors, administrators and assignees on the one part, and M/s. \_\_\_\_\_ (Name and address of Contractor) hereinafter called the "Contractor" which expression unless repugnant to the context shall include executors, administrators and assignees on the other part,

WHEREAS the Company desires that Services \_\_\_\_\_ (brief description of services) should be provided by the Contractor as detailed hereinafter or as Company may requires;

WHEREAS, Contractor engaged themselves in the business of offering such services represents that they have adequate resources and equipment, material etc. in good working order and fully trained personnel capable of efficiently undertaking the operations and is ready, willing and able to carry out the said services for the Company as per Section-II attached herewith for this purpose and

WHEREAS, Company had issued a firm Letter of Award No. \_\_\_\_\_ dated \_\_\_\_\_ based on Offer No. \_\_\_\_\_ dated \_\_\_\_\_ submitted by the Contractor against Company's IFB No. \_\_\_\_\_ and the Contractor accepted the same vide Letter No. \_\_\_\_\_ dated \_\_\_\_\_.

WHEREAS, the Contractor has furnished to Company the performance security in the form of DD/BC/BG for Rs. \_\_\_\_\_ (being 3% of Annualized Contract value) with validity of 90 (Ninety) days beyond the contract period.

All these aforesaid documents shall be deemed to form and be read and construed as part of this agreement/contract. However, should there be any dispute arising out of interpretation of this contract in regard to the terms and conditions with those mentioned in Company's tender document and subsequent letters including the Letter of Intent and Contractor's offer and their subsequent letters, the terms and conditions attached hereto shall prevail. Changes, additions or deletions to the terms of the contract shall be authorized solely by an amendment to the contract executed in the same manner as this contract.

NOW WHEREAS, in consideration of the mutual covenants and agreements hereinafter contained, it is hereby agreed as follows –

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. In addition to documents herein above, the following Sections and Annexures attached herewith shall be deemed to form and be read and construed as part of this agreement viz.:

- (a) PART-I indicating the General Conditions of this Contract;
- (b) PART-II indicating the Schedule of work, unit, quantities & rates;
- (c) PART-III indicating the Special Conditions of Contract;
- (d) PART-V indicating the Safety Measures.

3. In consideration of the payments to be made by the Company to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Company to provide the Services and to remedy defects therein in conformity in all respect with the provisions of this Contract.

4. The Company hereby covenants to pay the Contractor in consideration of the provision of the Services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of this Contract at the times and in the manner prescribed by this Contract.

IN WITNESS thereof, each party has executed this contract at Duliajan, Assam as of the date shown above.

Signed, Sealed and Delivered,

For and on behalf of  
Company (Oil India Limited)

for and on behalf of Contractor  
(M/s. \_\_\_\_\_)

Name:

Name:

Status:

Status:

In presence of

In presence of

1.

1.

2.

2.

**Format of undertaking by Bidders towards submission of authentic information/documents (To be typed on the letter head of the bidder)**

Ref. No \_\_\_\_\_

Date \_\_\_\_\_

**Sub: Undertaking of authenticity of information/documents submitted**

**To,  
The CGM-Contracts (HoD)  
Contracts Department,  
OIL, Duliajan**

**Sir,**

With reference to our quotation against your above-referred tender, we hereby undertake that no fraudulent information/documents have been submitted by us.

We take full responsibility for the submission of authentic information/documents against the above cited bid.

We also agree that, during any stage of the tender/contract agreement, in case any of the information/documents submitted by us are found to be false/forged/fraudulent, OIL has right to reject our bid at any stage including forfeiture of our PBG and/or cancel the award of contract and/or carry out any other penal action on us, as deemed fit.

Yours faithfully,

For (type name of the firm here)

Signature of Authorized Signatory

Name:

Designation:

Phone No.

Place:

Date:

(Affix Seal of the Organization here, if applicable)

**(TO BE EXECUTED BY THE AUTHORIZED SIGNATORY OF THE BIDDER ON  
THE OFFICIAL LETTER HEAD OF THE BIDDER)**

**CERTIFICATE OF COMPLIANCE TO FINANCIAL CRITERIA**

**Ref: Note 'b' under Clause 3.0 Financial Criteria of BEC/BRC**

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 \_\_\_\_\_  
have actually not been audited as on the Original Bid Closing Date.**

Yours faithfully,

For (type name of the firm here)

Signature of Authorized Signatory

Name:

Designation:

Phone No.

Place:

Date:

(Affix Seal of the Organization here, if applicable)

Note: 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 within the due date for furnishing of audit report as per Section 139(1) of IT Act, 1961 (read along with latest circulars/notifications issued by CBDT from time to time) reckoned from the Original Bid Closing Date.

**COMMERCIAL CHECK LIST****Bidder's Name:** \_\_\_\_\_

This Questionnaire duly filled in should be returned along with each copy of Un-priced Bid. Clauses confirmed hereunder should not be repeated in the Bid.

<b>Sl. No.</b>	<b>Description</b>	<b>Bidder's Confirmation</b>
1.	Type of Bidding Entity	
2.	Bidder's name and address:	
3.	It is noted that deviations to Terms & Conditions shall lead to rejection of offer, as specified in the Tender.	
4.	Ensure and confirm that prices quoted in 'Schedule of Rates', are for complete scope of work as defined in the tender	
5.	Indicate SAC Code Indicate rate of GST applicable.	SAC Code: GST .....%
6.	EMD Details: Whether Bid Security of requisite value submitted	
7.	Confirm to Submit PBG as per Tender requirement	
8.	Confirm that the offer shall remain valid for acceptance up to 120 (One Hundred Twenty) days from Date of bid opening.	
9.	Whether Mobilization and Completion period of contract is complied?	
10.	Whether Integrity Pact Submitted (if applicable)?	
11.	Confirm that quoted prices shall remain firm and fixed until completion of the contract, except as otherwise mentioned in the bid document.	
12.	Confirm that percentage of Local Content along with Certificate of Incorporation/registration and	

	other relevant documents required under BEC Clause No. 1.0 has been submitted.	
13.	<del>Confirm whether you want to avail/claim Purchase Preference. If yes, specify under which category: <b>PP-LC or MSE?</b></del>	
14.	Confirm that you have submitted all documents as mentioned in the Tender/Annexures.	
15.	Confirm acceptance to all terms & conditions of the Tender.	
16.	Confirm that all correspondence must be in English Language only.	
17.	Indicate Name & Contact No. (Telephone/Fax/E-mail) of person signing the bid.	Name: Contact No.: Fax: Email:
18.	Confirm that all Bank charges associated with Bidder's Bank shall be borne by Bidder.	
19.	Please indicate the following: (i) PAN No. (ii) GST Regn. No.	
20	Confirm that you have duly filled up and submitted the Technical Evaluation Sheet for BEC BRC	

Bidder confirms that in case of conflicting version of various terms & conditions at different places, the confirmation furnished as above shall be considered over-riding and final and any other deviation indicated elsewhere shall be treated as redundant.

Signature \_\_\_\_\_

Name \_\_\_\_\_

Designation \_\_\_\_\_

Office Stamp \_\_\_\_\_

**UNDERTAKING TOWARDS SUBMISSION OF BANK GUARANTEE**

To,  
Oil India Limited  
Contracts Department  
Duliajan, Assam - 786602

We, M/s..... are submitting the Performance Security in favour of Oil India Limited, Duliajan in the form of bank guarantee bearing Reference No. ....for an amount of INR..... valid up to ..... as per terms and conditions of Tender/Contract No. ....

**BG issuing bank details:-**

Bank Branch IFS Code	
<b>Contact Details</b> E-mail Addresses	Mobile Telephone Fax
<b>Correspondence Address</b> H No/Street/City	State Country Pin Code

Declaration:

We have arranged to send the confirmation of issuance of the bank guarantee via SFMS portal through our bank using the details mentioned in the tender and hereby confirming the correctness of the details mentioned.

Authorized Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Vendor Code: \_\_\_\_\_  
Email ID: \_\_\_\_\_  
Mobile No: \_\_\_\_\_

Encl: Original bank guarantee

**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 Bidder) for the last 03 (Three) completed accounting years upto..... **(as the case may be)** are correct.

<b>YEAR</b>	<b>TURN OVER</b> In INR	<b>NET WORTH</b> In INR

Place:

Date:

Seal:

Membership Number:

Signature

Registration No.:

UDIN:



**UNDERTAKING FOR LOCAL CONTENT**  
**(To be submitted in the letter head of the bidder)**

We, \_\_\_\_\_ (Name of the bidder) have submitted Bid No. \_\_\_\_\_ against Tender No. \_\_\_\_\_ dated \_\_\_\_\_ for **“Hiring of consultancy services for development of environment strategy and action plan with handholding for Oil India Limited.”**

We hereby undertake that we meet the mandatory minimum local content requirement as mandated by Public Procurement (Preference to Make in India) Order, 2017 of Department for Promotion of Industry and Internal Trade (DPIIT), Govt. of India as revised vide Order No. P-45021/2/2017-PP (BE-II) dated 16th September 2020 (and as amended time to time) with modifications as notified vide MoPNG Order No. FP-20013/2/2017-FP-PNG-Part (4) (E-41432) dated 26th April 2022 (including subsequent amendments thereof, if any). The percentage of Local Content is \_\_\_\_ %.

For and on behalf of \_\_\_\_\_

Authorized signatory \_\_\_\_\_

Name \_\_\_\_\_

Designation \_\_\_\_\_

Contact No. \_\_\_\_\_

**INTEGRITY PACT**

Between

Oil India Limited (OIL) hereinafter referred to as "The Principal"

And

(Name of the bidder).....hereinafter referred to as  
"The Bidder"

**Preamble:**

The Principal intends to award, under laid down organizational procedures, contract/s for **"Hiring of consultancy services for development of environment strategy and action plan with handholding for Oil India Limited"**. The Principal values full compliance with all relevant laws and regulations, and the principles of economic use of resources, and of fairness and transparency in its relations with its Bidder/s.

In order to achieve these goals, the Principal cooperates with the renowned international Non-Governmental Organization "Transparency International" (TI). Following TI's national and international experience, the Principal will appoint an external independent Monitor who will monitor the tender process for compliance with the principles mentioned above.

**Section: 1 -Commitments of the Principal**

**(1)** The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:

- (i) No employee of the Principal, personally or through family members, will in connection with the tender for, or during execution of a contract, demand, take a promise for or accept, for him/herself or third person, any material or immaterial benefit which he/she is not legally entitled to.
- (ii) The Principal will, during the tender process treat all Bidders with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidders the same information and will not provide to any Bidder confidential/additional information through which the Bidder could obtain an advantage in relation to the tender process.
- (iii) The Principal will exclude from the process all known prejudiced persons.

**(2)** If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the relevant Anti-Corruption Laws of India, or if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officers and in addition can initiate disciplinary actions.

## **Section: 2 -Commitments of the Bidder/Contractor**

**(1)** The Bidder commits itself to take all measures necessary to prevent corruption. During his participation in the tender process, the Bidder commits himself to observe the following principles:

- (i) The Bidder will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or immaterial benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during subsequent contract execution, if awarded.
- (ii) The Bidder will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, Subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
- (iii) The Bidder(s) will not commit any offence under the relevant Anticorruption Laws of India, further, the Bidder(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
- (iv) The Bidder will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
- (v) Bidders to disclose any transgressions with any other public/government organization that may impinge on the anti-corruption principle. The date of such transgression, for the purpose of disclosure by the bidders in this regard, would be the date on which cognizance of the said transgression was taken by the competent authority. The period for which such transgressions (s) is/are to be reported by the bidders shall be the last **three years** to be reckoned from date of bid submission. The transgression (s), for which cognizance was taken even before the said period of three years, but are pending conclusion, shall also be reported by the bidders.
- (vi) The Bidder(s) of foreign origin shall disclose the name and address of the Agents/ representatives in India, if any. Similarly, the Bidder(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further, all the payments made to the Indian agent/ representative have to be in India Rupees only.
- (vii) Bidders not to pass any information provided by Principal as part of business relationship to others and not to commit any offence under PC/ IPC Act;

**(2)** The Bidder will not instigate third persons to commit offences outlined above or be an accessory to such offences.

- (3) The Bidder signing Integrity Pact shall not approach the Courts while representing the matters to IEMs and he/she will await their decision in the matter.

### **Section 3 -Disqualification from tender process and exclusion from future Contracts**

If the Bidder, before contract award has committed a transgression through a violation of Section 2 or in any other form such as to put his reliability or risibility as Bidder into question, the Principal is entitled to disqualify the Bidder from the tender process, for such reason.

1. If the Bidder has committed a transgression through a violation of Section 2 such as to put his reliability or credibility into question, the Principal is entitled also to exclude the Bidder from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of the transgression. The severity will be determined by the circumstances of the case, in particular the number of transgressions, the position of the transgressions within the company hierarchy of the Bidder and the amount of the damage. The exclusion will be imposed for a minimum of 6 months and maximum of 2 years.
2. The Bidder accepts and undertakes to respect and uphold the Principal's Absolute right to resort to and impose such exclusion and further accepts and undertakes not to challenge or question such exclusion on any ground, including the lack of any hearing before the decision to resort to such exclusion is taken. This undertaking is given freely and after obtaining independent legal advice.
3. If the Bidder can prove that he has restored/recouped the Damage caused by him and has installed a suitable corruption prevention system, the Principal may revoke the exclusion prematurely.
4. A transgression is considered to have occurred if in light of available evidence, no reasonable doubt is possible.
5. Integrity Pact, in respect of a particular contract, shall be operative from the date Integrity Pact is signed by both the parties or as mentioned in Section 9 - Pact Duration whichever is later. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings.

### **Section 4 -Compensation for Damages**

- (1) If the Principal has disqualified the Bidder from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover from the Bidder liquidated damages equivalent to Earnest Money Deposit / Bid Security.
- (2) The bidder agrees and undertakes to pay the said amounts without protest or demur subject only to condition that if the Bidder can prove and establish that the exclusion of the Bidder from the tender process has caused no damage or less damage than the amount or the liquidated damages, the Bidder shall compensate the Principal only to the extent of the damage in the amount proved.

### **Section 5 -Previous transgression**

- (1) The Bidder declares that no previous transgression occurred in the last 3 years with any other company in any country conforming to the TI approach or with any

other Public Sector Enterprise in India that could justify his exclusion from the tender process.

(2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process for such reason.

#### **Section: 6 -Equal treatment of all Bidders/Contractor/Subcontractors**

(1) The Principal will enter into Pacts on identical terms with all bidders.

(2) The Bidder undertake(s) to procure from all subcontractors a commitment in conformity with this Integrity Pact. The Bidder shall be responsible for any violation(s) of the provisions laid down in this agreement/Pact by any of its subcontractors/sub-vendors.

(3) The Principal will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

#### **Section: 7 -Criminal charges against violating Bidders/Contractors/Subcontractors**

If the Principal obtains knowledge of conduct of a Bidder, Contractor or Subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor, which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the Vigilance Office.

#### **Section: 8 -External Independent Monitor/Monitors**

(1) The Principal appoints competent and credible Independent External Monitor (IEM) for this Pact.

(2) The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the Chairperson of the Board of the Principal.

(3) The Bidder accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Bidder. The Bidder will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder/Contractor/Subcontractor with confidentiality.

(4) The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Bidder. The parties offer the Monitor the option to participate in such meetings.

(5) As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or heal the violation, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action. However, the Independent External Monitor shall give an opportunity to the bidder to present its case before making its recommendations to the Principal.

(6) The Monitor will submit a written report to the Chairperson of the Board of the Principal within 8 to 10 weeks from the date of reference or intimation to him by the 'Principal' and, should the occasion arise, submit proposals for correcting problematic situations.

(7) If the Monitor has reported to the Chairperson of the Board a Substantiated suspicion of an offence under relevant Anti-Corruption Laws of India, and the Chairperson has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Vigilance Office, the Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.

(8) The word 'Monitor' would include both singular and plural.

(9) In case of any complaints referred under IP Program, the role of IEMs is advisory and the advice of IEM is non-binding on the Organization. However, as IEMs are invariably persons with rich experience who have retired as senior functionaries of the government, their advice would help in proper implementation of the IP.

#### **Section:9 -Pact Duration**

This Pact begins when both parties have legally signed it. It expires for the Contractor 12 months after the last payment under the respective contract, and for all other Bidders 6 months after the contract has been awarded.

If any claim is made/ lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged/determined by Chairperson of the Principal.

#### **Section:10 -Other provisions**

(1) This agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the Principal. The Arbitration clause provided in the main tender document / contract shall not be applicable for any issue / dispute arising under Integrity Pact.

(2) Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.

(3) In case of a joint venture, all the partners of the joint venture should sign the Integrity Pact. In case of sub-contracting, the principal contractor shall take the responsibility of the adoption of IP by the sub-contractor. It is to be ensured that all sub-contractors also sign the IP. In case of sub-contractors, the IP will be a tri-partite arrangement to be signed by the Organization, the contractor, and the sub-contractor.

(4) Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

..... <b>For the Principal</b>     Date :	..... <b>For the Bidder/Contractor</b>    Witness 1: .....
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Place :	Witness 2: .....
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**DECLARATION ABOUT BIDDER'S FINANCIAL STANDING**

**To,  
CGM-CONTRACTS  
OIL INDIA LIMITED  
DULIAJAN - 786602**

**Sub:** Undertaking/Declaration regarding financial standing

**Ref:** Tender No. \_\_\_\_\_

We, \_\_\_\_\_ (name of bidder), hereby confirm that:

(1) We are neither bankrupt nor undergoing any insolvency resolution process or liquidation or bankruptcy proceeding under any law.

**(OR)**

(2) No insolvency resolution process or liquidation or bankruptcy proceeding is initiated under any law against us.

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

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

\_\_\_\_\_  
(Name & Signature of the  
authorised signatory of the bidder)



**DECLARATION THAT BIDDER IS NOT UNDER HOLIDAY  
LIST/DELISTED/BLACKLISTED/DEBARRED IN OIL**

**To,  
CGM-CONTRACTS  
OIL INDIA LIMITED  
DULIAJAN - 786602**

**Sub:** Undertaking/Declaration regarding Holiday List, debarment etc.

**Ref:** Tender No. \_\_\_\_\_

We, \_\_\_\_\_ (Name of the bidder) hereby declare that neither our company nor any of its allied concerns, partners or associates or directors or proprietors involved in any capacity, are currently put on holiday list/banning list by OIL debarring us/them from carrying on business dealings with OIL.

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

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

\_\_\_\_\_  
(Name & Signature of the  
authorised signatory of the bidder)

**FORMAT OF AGREEMENT BETWEEN BIDDER AND THEIR PARENT COMPANY/SUBSIDIARY COMPANY/SISTER-SUBSIDIARY/CO-SUBSIDIARY/ MEMBER OF SAME NETWORK OR MEMBER OF SAME GLOBAL FIRM (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 Bidder's full name, constitution and registered office address) hereinafter referred to as bidder on the first part and M/s. \_\_\_\_\_ (Fill in full name, constitution and registered office address of Parent Company/Subsidiary Company) hereinafter referred to as "Parent Company/Subsidiary Company/Sister-Subsidiary/Co-Subsidiary/Member of same network or Member of same global firm (Delete whichever not applicable)" of the other part:

**WHEREAS**

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

1. M/s. \_\_\_\_\_ (Bidder) will submit an offer to OIL for the full scope of work as envisaged in the tender document as a main bidder and liaise with OIL directly for any clarifications etc. in this context.
2. M/s. \_\_\_\_\_ (Parent Company/Subsidiary Company (Delete whichever not applicable)) undertakes to provide technical support and expertise, expert manpower and procurement assistance and project management to support the bidder to discharge its obligations as per the Scope of work of the tender/ Contract for which offer has been made by the Parent Company/Subsidiary Company (Delete whichever not applicable) and accepted by the bidder.
3. This agreement will remain valid till validity of bidder's offer to OIL including extension if any and till satisfactory performance of the contract in the event the contract is awarded by OIL to the bidder.
4. It is further agreed that for the performance of work during contract period bidder and Parent Company/Subsidiary Company (Delete whichever not

applicable) shall be jointly and severely responsible to OIL for satisfactory execution of the contract.

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

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

For and on behalf of  
(Bidder)

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

M/s.  
Witness:  
1)  
2)

M/s.  
Witness:  
1)  
2)

**PARENT COMPANY/SUBSIDIARY COMPANY GUARANTEE** ***(Delete whichever not applicable)***

**(TO BE EXECUTED ON STAMP PAPER OF REQUISITE VALUE AND 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 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/**wholly owned Subsidiary Company** ***(Delete whichever not applicable)***) unconditionally agrees that in case of nonperformance 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 \_\_\_\_\_

**FORMAT OF AGREEMENT BETWEEN BIDDER, THEIR SISTER SUBSIDIARY/CO-SUBSIDIARY 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/Co-subsidiary 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)

M/s.  
Witness

1)  
2)

For and on behalf of  
(Sister Subsidiary/ Co-  
subsidiary)

M/s.  
Witness

1)  
2)

For and on behalf of  
(Ultimate Parent /  
Holding Company)

M/s.  
Witness

1)  
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/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 INR .....(or equivalent USD ..... ) 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.  
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.

**FORM OF PERFORMANCE BANK GUARANTEE BY 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:

A. Issuing Bank:

BANK FAX NO:

BANK EMAIL ID:

BANK TELEPHONE NO:

IFSC CODE OF THE BANK:

B. 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:

- b. The Bank Guarantee issued by the Bank must be routed through SFMS platform as per 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 (indicating the Contract Number) by the BG issuing bank branch to ICICI BANK LTD., Duliajan Branch; IFS Code – ICIC0000213; SWIFT Code – ICICINBBXXX; Branch Address: Kunja Bhavan, Daily Bazaar, Duliajan, Dibrugarh, Assam – 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.

## TECHNICAL EVALUATION SHEET FOR BEC/BRC

Bidder's Name: \_\_\_\_\_ PROFORMA-XX

Sl. No.	Clause No. of BEC/BRC	Description	Compliance		Bidder must indicate Relevant Page No. of their Bid to support the remarks/ compliance
			Yes	No	
1.	1.0	The bid shall conform to the specifications and terms and conditions given in the Bidding Documents. Bids shall be rejected in case material and services offered do not conform to the required parameters stipulated in the technical specifications. Notwithstanding the general conformity of the bid to the stipulated specifications, the following requirements will have to be particularly met by the Bidders without which the same will be considered as non-responsive and will not be considered for evaluation. All the documents related to BEC shall be submitted along with the Technical Bid			
2.	1.1	<p><b><u>ELIGIBILITY CRITERIA:</u></b></p> <p><b>The bidder must be incorporated in India and must maintain more than or equal to 20% local content (LC) for the offered services to be eligible to bid against this tender.</b></p> <p>Regarding calculation of local content and submission of documents during bidding &amp; execution of contracts, provision of Purchase preference under Public</p>			

## TECHNICAL EVALUATION SHEET FOR BEC/BRC

Sl. No.	Clause No. of BEC/BRC	Description	Compliance		Bidder must indicate Relevant Page No. of their Bid to support the remarks/ compliance
			Yes	No	
		<p>Procurement (Preference to Make in India) Order, 2017 of Department for Promotion of Industry and Internal Trade (DPIIT), Govt. of India and as amended time to time with modifications as notified vide MoPNG Order No. FP-20013/2/2017-FP-PNG-Part (4) (E-41432) dated 26th April 2022 (including subsequent amendments thereof, if any) shall be applicable.</p> <p>Whether <b>or not</b> the bidders want to avail PP-LC benefit against this tender, it is mandatory for them to meet the following at the bidding stage:</p> <p>(a) The bidder must provide the <b>specific percentage (%) of local content</b> in their bid, without which the bid shall be liable for rejection being non-compliant.</p> <p>(b) The Bidder shall submit an undertaking from their authorised signatory having the Power of Attorney along with the bid specifying the LC Percentage and such undertaking shall become a part of the contract, if awarded [Format enclosed as Proforma-XIII].</p> <p>(d) Bidder to submit a copy of their Certificate of Incorporation/ Registration in India.</p>			

## TECHNICAL EVALUATION SHEET FOR BEC/BRC

Sl. No.	Clause No. of BEC/BRC	Description	Compliance		Bidder must indicate Relevant Page No. of their Bid to support the remarks/ compliance
			Yes	No	
1.2 <u>TECHNICAL CRITERIA</u>					
3.	1.2.1	Bidder must have experience of successfully executing <b>Similar Work</b> under <b>01 (One) single contract</b> in the last 7 (Seven) years preceding the original bid closing date with Central/State Government/ PSUs/ Public Limited Company in India.			
4.	1.2.2	<p><b>Team Structure and Experience:</b> The bidder shall submit a self-declaration that they would deploy a team comprising minimum number of the below resources for Phase I &amp; II respectively:</p> <p><u>For Phase I:</u></p> <ul style="list-style-type: none"><li>• Team Leader: 01</li><li>• Experts: 03</li><li>• Project Manager: 01</li><li>• Consultants: 03</li><li>• Other related experts and adequate support staff</li></ul> <p><u>For Phase II:</u></p> <ul style="list-style-type: none"><li>• Team Leader: 01</li><li>• Project Manager: 01</li><li>• Consultants: 02</li><li>• Other related experts and adequate support staff.</li></ul>			

## TECHNICAL EVALUATION SHEET FOR BEC/BRC

Sl. No.	Clause No. of BEC/BRC	Description	Compliance		Bidder must indicate Relevant Page No. of their Bid to support the remarks/ compliance
			Yes	No	
		<p><b><i>Minimum experience of the team members required as on the original bid closing date:</i></b></p> <p><b><u>Team Leader:</u></b> Team leader should have minimum of 15 years of overall experience, and 10 years' experience in Oil &amp; Gas with minimum of 2 assignments on Environmental/decarbonisation /renewables.</p> <p><b><u>Oil &amp; Gas Expert:</u></b> Minimum 18 years of overall experience with minimum 14 years of experience in Oil &amp; Gas Industry in India/ globally.</p> <p><b><u>ESG/Decarbonisation Expert:</u></b> Minimum 15 years of overall experience with minimum 7 years of experience in GHG emissions, accounting &amp; mapping/net zero/ decarbonization.</p> <p><b><u>Renewable/ New Energy Expert:</u></b> Minimum 15 years of overall experience with minimum 10 years of experience in Renewable Energy /New Energy/ Decarbonization technology/Energy Transition.</p> <p><b><u>Project Manager:</u></b> Project Manager should have minimum of 10 years of overall experience and minimum of 7 years of experience in Oil &amp; Gas sector.</p> <p><b><u>Consultants:</u></b> Consultants should have more than 2 years of experience with minimum 1 year experience in Oil &amp; Gas/Renewable/New energy.</p>			

## TECHNICAL EVALUATION SHEET FOR BEC/BRC

Sl. No.	Clause No. of BEC/BRC	Description	Compliance		Bidder must indicate Relevant Page No. of their Bid to support the remarks/ compliance
			Yes	No	
		<p>Bidder must submit, along with the bid, the CVs of the Team members certifying the tenure, nature of experience and Qualification by CEO or the authorised signatory having the Power of Attorney of the bidder. Minimum qualification of team members shall be Engineering graduate or post graduate/MBA from a reputed Institute.</p> <p>The team members cannot be changed during the contract period unless under unavoidable circumstances. In such a situation the change will only be permitted with prior consent of OIL. The experience of the new member must be more or equivalent to that of the member being replaced. An undertaking in this respect to be submitted by the bidder along with the technical bid.</p>			
5.	<b>Notes to BEC Clause No. 1.2.1:</b>	<b>“SIMILAR work”</b> mentioned above means – <b>Experience in formulation of strategy related to any one or more of Corporate Portfolio/ Business Development/Renewable energy/ New Energy/ Net Zero Roadmap/ Decarbonization’.</b>			
6.		<p><b>A.</b> For proof of requisite Experience (refer Clause No. 1.2.1), the following documents / photocopy (self-attested / attested) must be submitted along with the bid:</p> <p><b>(i)</b> Contract document / LoA / WO showing details of work,</p>			



## TECHNICAL EVALUATION SHEET FOR BEC/BRC

Sl. No.	Clause No. of BEC/BRC	Description	Compliance		Bidder must indicate Relevant Page No. of their Bid to support the remarks/ compliance
			Yes	No	
		<p style="text-align: center;">AND</p> <p><b>(ii)</b> Job Completion Certificate showing:</p> <p style="padding-left: 40px;">(i) Nature of job done and Work order no. / Contract no.</p> <p style="padding-left: 40px;">(ii) Contract period and date of completion</p> <p style="text-align: center;">OR</p> <p>SES (Service Entry Sheet) / Certificate of Payment (COP) issued by the company indicating the following:</p> <p style="padding-left: 40px;">(i) Work order no. / Contract no.</p> <p style="padding-left: 40px;">(ii) Period of Service</p> <p style="padding-left: 40px;">(iv) Nature of Service</p>			
7.		<b>B.</b> Only Letter of Intent (LOI) / Letter of Award (LOA) and/ or Work Order(s), Job Completion certificate are not acceptable as evidence of experience. Successful completion of the awarded contract(s) to the extent of value/volume, as stipulated respectively under Clause 1.2 will only be treated as acceptable experience.			
8.		<b>C.</b> In case requisite experience is against <b><u>OIL's contract</u></b> , bidder shall only be required to categorically specify OIL's Contract Number and date to consider the experience.			

## TECHNICAL EVALUATION SHEET FOR BEC/BRC

Sl. No.	Clause No. of BEC/BRC	Description	Compliance		Bidder must indicate Relevant Page No. of their Bid to support the remarks/ compliance
			Yes	No	
9.		<p><b>D.</b> Following work experience will also be taken into consideration:</p> <p>If the prospective bidder has executed the similar work which is a component of a completed/running contract.</p> <ul style="list-style-type: none"> <li>In case the document submitted as per <b>Para A, (i) &amp; (ii)</b> above are not sufficient to establish the completion of similar work against <b>Para D</b> above the bidder shall also have to submit the breakup of the works executed under such contract(s) clearly indicating completion of SIMILAR work with execution period which should be certified by the end user.</li> </ul>			
10.		<p><b>E.</b> Experience of executing similar work through 'sub-contracting' shall not be considered for evaluation.</p>			
11.		<p><b>F.</b> SIMILAR work executed by a bidder for its own organization / subsidiary cannot be considered as experience for the purpose of meeting BEC.</p>			
12.	<b>1.2.3</b>	<p><b>ELIGIBILITY CRITERIA IN CASE BIDS ARE SUBMITTED ON THE BASIS OF EXPERIENCE OF THE PARENT/SUBSIDIARY COMPANY:</b></p> <p>Offers of those bidders who themselves do not meet the experience criteria as stipulated in clause no. 1.2.1 above can also be considered, provided the bidder is a wholly owned subsidiary company of the parent company [supporting company] who meets the requisite experience criteria or parent company can</p>			

## TECHNICAL EVALUATION SHEET FOR BEC/BRC

Sl. No.	Clause No. of BEC/BRC	Description	Compliance		Bidder must indicate Relevant Page No. of their Bid to support the remarks/ compliance
			Yes	No	
		also be considered on the strength of its wholly owned subsidiary [supporting company] who meets the requisite experience criteria. However, the parent/subsidiary company of the bidder should on its own meet the experience as stipulated in the BEC and should not rely for meeting the experience criteria on its sister subsidiary/co-subsubsidiary company or through any other arrangement like Technical Collaboration agreement. In case of bidder who is a subsidiary company dependent upon the experience of the parent company or vice-versa, with a view to ensure commitment and involvement of the parent/subsidiary company (Supporting Company) for successful execution of the contract, the participating bidder should enclose an Parent/Subsidiary Agreement (Proforma-XIII) between the parent and the subsidiary company or vice-versa and Parent/Subsidiary Guarantee (Proforma-XIV) from the parent/subsidiary company to OIL for fulfilling the obligation under the Agreement, along with the technical bid.			
13.	1.2.4	<p><b>ELIGIBILITY CRITERIA IN CASE BID IS SUBMITTED ON THE BASIS OF EXPERIENCE OF SISTER SUBSIDIARY/ CO-SUBSIDIARY COMPANY:</b></p> <p>Offers of those bidders who themselves do not meet the experience criteria as stipulated in Clause No. 3.1 above can also be considered based on the experience criteria of their sister-subsubsidiary/co-subsubsidiary company [supporting company] within the ultimate parent/holding company subject to meeting of the</p>			

## TECHNICAL EVALUATION SHEET FOR BEC/BRC

Sl. No.	Clause No. of BEC/BRC	Description	Compliance		Bidder must indicate Relevant Page No. of their Bid to support the remarks/ compliance
			Yes	No	
		<p>following conditions:</p> <p>i) Provided that the sister-subsubsidiary/co-subsubsidiary company and the bidding company are both wholly owned subsidiaries of an ultimate parent/holding company either directly or through intermediate wholly owned subsidiaries of the ultimate parent/holding company or through any other wholly owned subsidiary company within the ultimate/ holding parent company. Documentary evidence to this effect to be submitted along with the technical bid.</p> <p>ii) Provided that the sister subsidiary/co-subsubsidiary company on its own meets the experience criteria stipulated in Clause 3.1 above and not through any other arrangement like Technical Collaboration agreement.</p> <p>iii) Provided that with a view to ensure commitment and involvement of the ultimate parent/holding company for successful execution of the contract, the participating bidder must submit an agreement as per format furnished vide Proforma-XV, between them &amp; their ultimate parent/holding company, along with the technical bid.</p>			
14.	<b>Note to Clause 1.2.3 &amp; 1.2.4 above.</b>	<p>In case of situations mentioned in Clause No. 1.2.3 or 1.2.4above, the following conditions should be complied:</p> <p>i. Undertaking should be submitted by the Supporting Company to provide additional Performance Security (as per format and instructions enclosed as 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</p>			

## TECHNICAL EVALUATION SHEET FOR BEC/BRC

Sl. No.	Clause No. of BEC/BRC	Description	Compliance		Bidder must indicate Relevant Page No. of their Bid to support the remarks/ compliance
			Yes	No	
		<p>bidding company is the successful bidder. In cases where Supporting Company do not have Permanent Establishment in India, the bidding company can furnish Performance Security equivalent to „sum of performance security amount required to be submitted by the bidder and additional performance security amount required to be submitted by the supporting company“. In such case bidding company shall furnish an undertaking that their Supporting Company is not having any Permanent Establishment in India in terms of Income Tax Act of India.</p> <p>ii. Undertaking from the supporting company shall be submitted to the effect that, in addition to invoking the performance security submitted by the contractor, the additional performance security provided by supporting company shall be invoked by OIL due to non-performance of the contractor.</p> <p>iii. A certificate from the Statutory Auditor of the bidding company to establish the relationship and equity percentage holding between bidding company and the supporting company. The certificate should be duly concurred/endorsed by the Company Secretary or one of the Directors of the company concerned. The above certificate should not be more than 30 days old as on the original bid closing date.</p> <p>iv. The supporting company shall not be allowed to submit their separate/independent bid against the tender. In such case, all such bids shall be rejected. Also, bids having technical support from the same entity shall be rejected.</p>			
<b>1.3 FINANCIAL CRITERIA</b>					

## TECHNICAL EVALUATION SHEET FOR BEC/BRC

Sl. No.	Clause No. of BEC/BRC	Description	Compliance		Bidder must indicate Relevant Page No. of their Bid to support the remarks/ compliance
			Yes	No	
15.	1.3	<p>(i) Annual Financial Turnover of the bidder in any of preceding 03 (three) financial / accounting years, reckoned from the original bid closing date should be at least <b>Rs. 54,40,000.00 (Rupees Fifty-Four Lakh Forty Thousand)</b> only.</p> <p>(ii) <b>Net worth</b> of bidder must be positive for preceding financial / accounting year.</p>			
16.	<u>Notes to BEC Clause No. 1.3:</u>	<p><b>A.</b> For proof of Annual Turnover &amp; Net worth any one of the following documents must be submitted along with the bid:</p> <p>(i) A certificate* issued by a practicing Chartered / Cost Accountant (with Membership Number and Firm Registration Number), certifying the Annual turnover &amp; Net worth as per format prescribed in <b>PROFORMA-XV</b>. OR</p> <p>(ii) Audited Balance Sheet along with Profit &amp; Loss account.</p>			

## TECHNICAL EVALUATION SHEET FOR BEC/BRC

QCBS Computation Table

Sl. No.	Criteria	Scoring metric	Max. marks on sub criteria	Ref. No. of the documentary proof submitted
	<b>Technical Score</b>	<b>Maximum Mark 100</b>		
<b>I</b>	<b>Experience and expertise of bidder</b>	<b>Maximum Mark 40</b>		
a	Number of global or Indian assignment focusing on Strategy formulation/ Business Development in the last 7 years. Project value of Consultancy to be more than or equal to Rs 1.5 Crores	<b>Maximum Marks</b>	<b>10</b>	
		Number of Projects >05	10	
		Number of Projects $\geq 2$ and $\leq 5$	8	
		Number of Project=1	6	
		<i>The project list should include experience of at least one Indian project, otherwise for missing on Indian experience, 02 Marks shall be deducted from the marks obtained above.</i>		
b	Number of consultancy projects undertaken in India or globally in at least 2 of the following sectors in the last	<b>Maximum Marks</b>	<b>10</b>	
		Number of Projects >15	8	

## TECHNICAL EVALUATION SHEET FOR BEC/BRC

	7 years of project value more than or equal to Rs. 1.5 Crore.  1.Exploration & Production of Hydrocarbon 2. Hydrocarbon Refining 3.Petrochemical 4.Renewables/New Energy	Number of Projects $\geq 10 \leq 15$	6	
		Number of Projects $\geq 5 < 10$	4	
		Number of Projects $\geq 2 < 5$	2	
		<i>Additional 1 mark shall be given for experience in each additional sector</i>	2	
c	Number of projects completed globally or ongoing in India over the last 7 years on net-zero and its related topics (like ESG, de-carbonization, scenario development, policy shaping, technology assessment, etc.)	<b>Maximum Marks</b>	<b>10</b>	
		Number of Projects $\geq 5$	10	
		Number of Projects $\geq 3 < 5$	7	
		Number of Projects $\geq 1$ and $< 3$	5	
d	Number of projects completed in India over last 7 years on energy transition related topics (such as Hydrogen, CCUS/CCS, Biofuels, CBG, Renewables, energy storage etc.)	<b>Maximum Marks</b>	<b>5</b>	
		Number of Projects $\geq 5$	5	
		Number of Projects $\geq 3 < 5$	3	



## TECHNICAL EVALUATION SHEET FOR BEC/BRC

		Number of Projects = 2	2	
e	Experience of developing net zero / decarbonization roadmap for an oil and gas sector in India	<b>Maximum Marks</b>	<b>5</b>	
		Yes	5	
		No	0	
II	<b>Experience and expertise of implementation team</b>	<b>Maximum Marks 30</b>		
a	<b>Team Leader:</b>	<b>Maximum Marks</b>	<b>6</b>	
	<b>Number of Projects:</b>	<b>Maximum Marks</b>	<b>3</b>	
	Total number of projects related to Net Zero / decarbonization / Alternate energy, Renewable, New Energy handled as a Team Leader in India or globally.	Number of projects $\geq 4$	3	
		Number of Projects $\geq 2 < 4$	2	
	<b>Experience in years:</b>	<b>Maximum Marks</b>	<b>3</b>	
		Overall Experience $\geq 18$ years	3	
		Overall Experience $\geq 15$ years $< 18$	2	
b	<b>Oil &amp; Gas Expert:</b>	<b>Maximum Marks</b>	<b>6</b>	

## TECHNICAL EVALUATION SHEET FOR BEC/BRC

	<b>Number of Projects:</b> Number of projects in Oil & Gas sector in India or globally.	<b>Maximum Marks</b>	4	
		Number of projects $\geq 10$	4	
		Number of projects $\geq 8 < 10$	3	
		Number of Projects $\geq 5 < 8$	2	
	<b>Experience in years:</b>	Experience in Oil & Gas Industry $\geq 14$ years	2	
c	<b>ESG/Decarbonization Expert</b>	<b>Maximum Marks</b>	<b>6</b>	
	<b>Number of Projects:</b> Number of projects in GHG emissions, accounting & mapping/net zero/decarbonization.	<b>Maximum Marks</b>	4	
		Number of projects $\geq 10$	4	
		Number of projects $\geq 8 < 10$	3	
		Number of projects $\geq 5 < 8$	2	
	<b>Experience in years:</b> Experience in GHG emissions, accounting & mapping/net zero/decarbonization.	$\geq 7$ years	2	

## TECHNICAL EVALUATION SHEET FOR BEC/BRC

d	<b>Renewables/ New Energy Expert:</b>	<b>Maximum Marks</b>	<b>6</b>	
	<b>Number of Projects:</b>	<b>Maximum Marks</b>	4	
	Number of projects in Renewable Energy /New Energy/ Decarbonization technology/Energy Transition.	Number of projects $\geq 10$	4	
		Number of projects $\geq 8 < 10$	2	
		Number of projects $\geq 5 < 8$	1	
	<b>Experience in years:</b> Experience in Renewable Energy /New Energy/ Decarbonization technology/Energy Transition.	$\geq 10$ years	2	
e	<b>Project Manager:</b>	<b>Maximum Marks</b>	<b>6</b>	
	<b>Number of Projects:</b>	<b>Maximum Marks</b>	2	
	Total number of projects related to Net Zero / decarbonization / Alternate energy, Renewable, New Energy handled as a Project Manager in India or globally.	Number of projects $\geq 3$	2	
		Number of projects $\geq 1 < 3$	1	

## TECHNICAL EVALUATION SHEET FOR BEC/BRC

	<b>Experience in years:</b> Experience in Net Zero / decarbonization / Alternate energy, Renewable, New Energy in India or globally.	<b>Overall Experience: Max. marks</b>	2	
		≥ 14 years	2	
		≥ 10 years <14 years	1	
		<i>Experience in Oil &amp; Gas sector</i> ≥ 7 years	2	
III	<b>Business presentation</b>		<b>30</b>	
a	Understanding of scope of work, deliverables & OIL's business requirements. Robustness of work plan, approach & methodology to meet objectives and timeline of deliverables with weekly/monthly break up of activities, specific requirement from OIL and specific timelines against each activity for effectiveness and milestones tracking	<b>Maximum Marks</b>	<b>10</b>	
		Objective Clarity	2	
		Timeline Breakdown	2	
		Alignment with OIL's specific requirements	2	
		Milestone Definition	2	
		Organogram for this assignment including support staff, back up experts / support executive	2	
b	Past case studies for similar nature of	<b>Maximum Marks</b>	<b>10</b>	

**TECHNICAL EVALUATION SHEET FOR BEC/BRC**

	work and similar complexity and scale and relevance to OIL's context (net zero, ESG strategy) executed by the bidder.	Relevance of the Case Study	5	
		Key Learnings to be deployed for this assignment	5	
c	Innovative approach	<b>Maximum Marks</b>	<b>10</b>	
		Tool and Technique	5	
		Feasibility of ideas for implementation.	2	
		Expertise and preparedness to implement innovative approach	3	

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## Annexure \_\_\_\_ (Format for Experience and expertise of bidder)

Please provide separate forms for each of the following:

Technical Criteria 1.2.1	Bidder must have experience of successfully executing <b>Similar Work</b> under <b>01 (One) single contract</b> in the last 7 (Seven) years preceding the original bid closing date with Central/State Government/ PSUs/ Public Limited Company in India.	Number of Projects
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<b>4.0</b>	<b>Evaluation Methodology (Computation Table)</b>		
<b>Sl. No.</b>	<b>Criteria</b>	<b>Scoring metric</b>	<b>Max. marks</b>
	Technical Score	Maximum Mark 100	
I	Experience and expertise of bidder	Maximum Mark 40	
a	Number of global or Indian assignment focusing on Strategy formulation/ Business Development in the last 7 years. Project value of Consultancy to be more than or equal to Rs 1.5 Crores	Maximum Marks	10
		Number of Projects >05	10
		Number of Projects $\geq 2$ and $\leq 5$	8
		Number of Project=1	6
		<i>The project list should include experience of at least one Indian project, otherwise for missing on Indian experience, 02 Marks shall be deducted from the marks obtained above.</i>	

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b	Number of consultancy projects undertaken in India or globally in at least 2 of the following sectors in the last 7 years of project value more than or equal to Rs. 1.5 Crore.  1.Exploration & Production of Hydrocarbon 2. Hydrocarbon Refining  3.Petrochemical 4.Renewables/New Energy	Maximum Marks	10
		Number of Projects >15	8
		Number of Projects $\geq 10 \leq 15$	6
		Number of Projects $\geq 5 < 10$	4
		Number of Projects $\geq 2 < 5$	2
		<i>Additional 1 mark shall be given for experience in each additional sector</i>	2
c	Number of projects completed globally or ongoing in India over the last 7 years on net-zero and its related topics (like ESG, de-carbonization, scenario development, policy shaping, technology assessment, etc.)	Maximum Marks	10
		Number of Projects $\geq 5$	10
		Number of Projects $\geq 3 < 5$	7
		Number of Projects $\geq 1$ and $< 3$	5
d	Number of projects completed in India over last 7 years on energy transition related topics (such as Hydrogen, CCUS/CCS, Biofuels, CBG, Renewables, energy storage etc.)	Maximum Marks	5
		Number of Projects $\geq 5$	5
		Number of Projects $\geq 3 < 5$	3
		Number of Projects = 2	2
e	Experience of developing net zero / decarbonization	Maximum Marks	5

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	roadmap for an oil and gas sector in India	Yes	5
		No	0

Brief of the Client	Brief of the project	Global/ Indian	Value of the Project (Crore INR)	Industry Sector	Relevant Topic	Project Start Date	Project Delivery Date	Net Zero Project in O&G Y/N	Supporting document Reference No.
		(Sl a, b & c)	(Sl a & b)	(Sl b)	(Sl c & d)		(Ongoing for Sl. c)	(Sl e)	



**TECHNICAL EVALUATION SHEET FOR BEC/BRC**

\*Add or omit columns as per requirement of the above tables.

Certification:

I, the undersigned, certify that to the best of my knowledge and belief, the above declaration correctly describes myself, my qualifications, and my experience. I understand that any wilful misstatement described herein may lead to my disqualification or dismissal, from the assignment if engaged.

(Signature of consultant)

Day/Month/Year

Counter sign of CEO / Head of bidding entity/ CFO of the bidding organisation

## TECHNICAL EVALUATION SHEET FOR BEC/BRC

Annexure      (Format for Experience and expertise of implementation team)

Technical Criteria 1.2.2	<p><i>Minimum experience of the team members required as on the original bid closing date:</i></p> <p><u>Team Leader:</u> Team leader should have minimum of 15 years of overall experience, and 10 years' experience in Oil &amp; Gas with minimum of 2 assignments on Environmental/decarbonisation /renewables.</p> <p><u>Oil &amp; Gas Expert:</u> Minimum 18 years of overall experience with minimum 14 years of experience in Oil &amp; Gas Industry in India/ globally.</p> <p><u>ESG/Decarbonisation Expert:</u> Minimum 15 years of overall experience with minimum 7 years of experience in GHG emissions, accounting &amp; mapping/net zero/ decarbonization.</p> <p><u>Renewable/ New Energy Expert:</u> Minimum 15 years of overall experience with minimum 10 years of experience in Renewable Energy /New Energy/ Decarbonization technology/Energy Transition.</p> <p><u>Project Manager:</u> Project Manager should have minimum of 10 years of overall experience and minimum of 7 years of experience in Oil &amp; Gas sector.</p> <p><u>Consultants:</u> Consultants should have more than 2 years of experience with minimum 1 year experience in Oil &amp; Gas/Renewable/New energy.</p>
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## TECHNICAL EVALUATION SHEET FOR BEC/BRC

4.0	Evaluation Methodology (Computation Table)		
II	Experience and expertise of implementation team	Maximum Marks 30	
a	Team Leader:	Maximum Marks	6
	Number of Projects:	Maximum Marks	3
	Total number of projects related to Net Zero / decarbonization / Alternate energy, Renewable, New Energy handled as a Team Leader in India or globally.	Number of projects $\geq 4$	3
		Number of Projects $\geq 2 < 4$	2
	Experience in years:	Maximum Marks	3
		Overall Experience $\geq 18$ years	3
		Overall Experience $\geq 15$ years $< 18$	2
b	Oil & Gas Expert:	Maximum Marks	6
	Number of Projects:	Maximum Marks	4
	Number of projects in Oil & Gas sector in India or globally.	Number of projects $\geq 10$	4
		Number of projects $\geq 8 < 10$	3

## TECHNICAL EVALUATION SHEET FOR BEC/BRC

		Number of Projects $\geq 5 < 8$	2
	Experience in years:	Experience in Oil & Gas Industry $\geq 14$ years	2
c	ESG/Decarbonization Expert	Maximum Marks	6
	Number of Projects:	Maximum Marks	4
	Number of projects in GHG emissions, accounting & mapping/net zero/ decarbonization.	Number of projects $\geq 10$	4
		Number of projects $\geq 8 < 10$	3
		Number of projects $\geq 5 < 8$	2
	Experience in years:	$\geq 7$ years	2
d	Renewables/ New Energy Expert:	Maximum Marks	6
	Number of Projects:	Maximum Marks	4
	Number of projects in Renewable Energy /New Energy/ Decarbonization technology/Energy Transition.	Number of projects $\geq 10$	4
		Number of projects $\geq 8 < 10$	2
		Number of projects $\geq 5 < 8$	1

## TECHNICAL EVALUATION SHEET FOR BEC/BRC

	Experience in years:	≥ 10 years	2
	Experience in Renewable Energy /New Energy/ Decarbonization technology/Energy Transition.		
e	Project Manager:	Maximum Marks	6
	Number of Projects:	Maximum Marks	2
	Total number of projects related to Net Zero / decarbonization / Alternate energy, Renewable, New Energy handled as a Project Manager in India or globally.	Number of projects ≥ 3	2
		Number of projects ≥ 1<3	1
	Experience in years:	Overall Experience: Max. marks	2
	Experience in Net Zero / decarbonization / Alternate energy, Renewable, New Energy in India or globally.	≥ 14 years	2
		≥ 10 years <14 years	1
		<i>Experience in Oil &amp; Gas sector</i>	2
		≥ 7 years	

Please provide separate forms for Team Leader/ Project Manager/Domain Experts/Consultants :

**TECHNICAL EVALUATION SHEET FOR BEC/BRC**

Proposed Experience	Team Leader/ Project Manager/Domain Experts / Consultant		
Name of Firm	<div style="border: 1px solid black; padding: 5px; text-align: center;"> Affix a Passport Size Photograph  </div>		
Name of Consultant			
Date of Birth			
Nationality			
Passport No. and Validity <i>(In case of expatriate)</i>			
Education	Degree/Specialization	Institution	
a) Bachelors			
b) Post Grad/MBA			
c) Phd/Others			
Total overall Experience in years			
From <i>(Starting with present</i>	To	Company	Relevant technical/Management Experience (Ref Cl

## TECHNICAL EVALUATION SHEET FOR BEC/BRC

position)			1.2.2)
Total years of expertise as required for the Role (Ref C1 1.2.2)			
Number of projects undertaken as required for the Role ( <i>only if directly involved in the same</i> ):	1. 2. 3. And so on	Brief of involvement in such Projects ( <i>Max. 2 lines each against each project</i> )	
Relevant project Undertaken that Best Illustrates the experience as required for the Role ( <i>provide maximum of 10 lines</i> )	1. 2. 3. 4. 5.		

**TECHNICAL EVALUATION SHEET FOR BEC/BRC**

	And so on
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**Certification:**

I, the undersigned, certify that to the best of my knowledge and belief, the above declaration correctly describes myself, my qualifications, and my experience. I understand that any wilful misstatement described herein may lead to my disqualification or dismissal, from the assignment if engaged.

(Signature of consultant)

Day/Month/Year

Counter sign of CEO / Head of bidding entity/ CFO of the bidding organisation