

CORRIGENDUM-3

GeM Tender No. GEM/2023/B/3791672

This **Corrigendum No. 3** dated 27.09.2023 to GeM Tender No. GEM/2023/B/3791672 for **“Hiring of Services for Establishing and Maintaining Cyber Security Operations Centre (CSOC) for OIL.”** is issued to amend the following:

(i) The Comparison table for amended PQC/BEC-BRC Clauses w.r.t their corresponding existing Clauses and the amended Clauses in SCC (Special Conditions of Contract) /SOW (Scope Of Work)/Section-II of STC w.r.t corresponding existing Clauses of the tender are enclosed as **ANNEXURE-I** and **ANNEXURE-II** respectively.

(ii) To read the ‘Value of Performance Security’ in the SLA & wherever mentioned in the tender document as **‘10% of Annualized Contract Value’** in lieu of the existing.

(iii) Bid Closing / Opening dates extended as per following:

(A) Bid Closing Date & Time : Extended up to **12.10.2023 [1400 Hrs (IST)]**

(B) Bid Opening Date & Time : Extended up to **12.10.2023 [1430 Hrs (IST)]**

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

SR. OFFICER – CONTRACTS (S)

OIL INDIA LIMITED
CONTRACTS DEPARTMENT
DULIAJAN

ANNEXURE-I

Sl. No.	Clause Ref.	Existing Tender Clause	Amended/Newly Added Clause
1.	2.1.3 of PQC	<p>The bidder must have minimum two (02) customers (PSUs / Central Government / State Government Organization / Public Limited Company only) to whom they are currently providing managed SOC services using the proposed SIEM solution leveraging <u>Big Data Analytic Platform</u> and machine learning for at least one year reckoned from the original bid closing date of this tender.</p> <p>In support of substantiating the above experience, the bidder must submit copies of relevant pages of the Contract(s) executed showing detailed address(es) of client(s), scope of work along with any of the following documentary evidence to substantiate the above-mentioned experience:</p> <p>(i) Completion certificate(s) issued by the client(s) (OR)</p> <p>(ii) Certificate(s) of Payment issued/acknowledged by the client(s) (OR)</p> <p>(iii) Any other document(s) which substantiate the</p>	<p>The bidder must have minimum two (02) customers (PSUs / Central Government / State Government Organization / Public Limited Company only) to whom they are currently providing managed SOC services using the proposed SIEM solution leveraging <u>common data lake (Security Data Lake)</u> and machine learning for at least one year reckoned from the original bid closing date of this tender.</p> <p>In support of substantiating the above experience, the bidder must submit copies of relevant pages of the Contract(s) executed showing detailed address(es) of client(s), scope of work along with any of the following documentary evidence to substantiate the above-mentioned experience:</p> <p>(i) Job Execution certificate(s) issued by the client(s) (OR)</p> <p>(ii) Certificate(s) of Payment issued/acknowledged by the client(s) (OR)</p> <p>(iii) Any other document(s) issued by client which substantiate the aforesaid experience criteria as defined above in PQC Clause No. 2.1.3.</p>

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		aforesaid experience criteria as defined above in PQC Clause No. 2.1.3.	
2.	2.1.7 of PQC	The bidder must be ISO 27001:2013 (or later), ISO 20000-1:2011 (or later) and SOC 2 Type 2 certified and shall have to furnish copies of the same.	The bidder must be ISO 27001:2013 (or later), ISO 20000-1:2011 (or later) and SOC 2 Type 1/ Type 2 certified and shall have to furnish copies of the same.
3.	2.1.8 of PQC	<p>The bidder must submit the following documents:</p> <p>(a) Non-Disclosure Agreement (NDA) enclosed herewith as Annexure-A.</p> <p>(b) Contractor's Response Sheet enclosed herewith as Annexure-B.</p> <p>(c) Approach Paper on setting up the CSOC solution for OIL as per Clause No. 6.0 (xv) of SCC of the tender.</p> <p>(d) Location address, contact person name/email/phone number for DC and DR locations of SOC datacentre on company's letterhead, duly signed by authorized signatory/ Company Secretary.</p> <p>(e) An Undertaking on company's letterhead, duly signed by authorized signatory/ Company Secretary stating that their data shall never move outside India for any purpose.</p>	<p>The bidder must submit the following documents:</p> <p>(a) Non-Disclosure Agreement (NDA) enclosed herewith as Annexure-A.</p> <p>(b) Contractor's Response Sheet enclosed herewith as Annexure-B.</p> <p>(c) Approach Paper on setting up the CSOC solution for OIL as per Clause No. 6.0 (xv) of SCC of the tender.</p> <p>(d) Location address, contact person name/email/phone number for DC and DR locations of SOC on company's letterhead, duly signed by authorized signatory/ Company Secretary.</p> <p>(e) An Undertaking on company's letterhead, duly signed by authorized signatory/ Company Secretary stating that their data shall never move outside India for any purpose.</p> <p>(f) Location address for OFFSITE DC & DR for compute infrastructure of CSOC solution hosted by a MeitY empanelled Cloud Service Provider on company's letterhead, duly signed by authorized signatory/ Company Secretary.</p>

4.	Notes to Clause 2.1.1 of PQC (Proposed to be newly incorporated in the PQC)		J. Bidders submitting their bid based on the experience of their Joint Venture shall not be considered. Bids from 'Consortium of Companies' shall also not be considered
5.	3.0 of PQC (Proposed to be newly incorporated in the PQC)		<p><u>3.0 Bids of those bidders who themselves do not meet the experience criteria as stipulated in Clause No. 2.1 of the tender, can also quote under the categories listed below:</u></p> <p><u>(i) ELIGIBILITY CRITERIA IN CASE BIDS ARE SUBMITTED ON THE BASIS OF TECHNICAL EXPERIENCE OF THE PARENT/SUBSIDIARY COMPANY:</u></p> <p>Offers of those bidders who themselves do not meet the experience criteria as stipulated in clause no. 2.1 above can also be considered provided the bidder is a wholly owned subsidiary company of the parent company [supporting company] who meets experience criteria as stipulated in Clause no. 2.1 above or parent company can also be considered on the strength of its wholly owned subsidiary [supporting company] who meets experience criteria as stipulated in Clause no. 2.1 above. However, the parent/subsidiary company (as the case may be) of the bidder must on its own meet the experience criteria as stipulated in the BEC and should not rely on its sister subsidiary/co-subsidiary company or through any other arrangement like Technical</p>

			<p>Collaboration agreement etc. for meeting the experience criteria.</p> <p>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 a Parent/Subsidiary Agreement (as per PROFORMA-N) between the parent and the subsidiary company or vice-versa and Parent/Subsidiary Guarantee (as per as PROFORMA-O) from the parent/subsidiary company to OIL for fulfilling the obligation under the Agreement, along with the technical bid.</p> <p><u>(i) ELIGIBILITY</u> <u>CRITERIA IN CASE BID IS SUBMITTED ON THE BASIS OF TECHNICAL EXPERIENCE OF SISTER-SUBSIDIARY/CO-SUBSIDIARY COMPANY:</u></p> <p>Offers of those bidders who themselves do not meet the technical experience criteria stipulated in 2.1 above can also be considered based on the experience of their Sister Subsidiary/Co-Subsidiary company within the ultimate parent/holding company subject to meeting the following conditions:</p> <p>(a) Provided that the sister subsidiary/co-subsidiary company and the bidding company are both wholly owned subsidiaries of an ultimate parent/holding</p>
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			<p>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 parent/holding company. Documentary evidence to this effect to be submitted by the ultimate parent/holding company along with the technical bid.</p> <p>(b) Provided that the sister subsidiary/co-subsidiary company on its own meets the technical experience criteria laid down in Clause 2.1 above and not through any other arrangement like technical collaboration etc.</p> <p>(c) 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-Q, between them & their ultimate parent/holding company, along with the technical bid.</p> <p>In the situations mentioned in Clause No. 3.0 (i) and 3.0 (ii) above, following conditions are required to be fulfilled/documents to be submitted:</p> <p>(i) Valid legal documents, showing the legal relationship between the bidder and the parent/subsidiary/co-subsidiary/sister subsidiary</p>
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			<p>(supporting company), as the case may be, along with shareholding pattern and linkage between the bidder and the parent/subsidiary (supporting company)/ultimate parent/holding company.</p> <p>(ii) Undertaking by the supporting company to provide additional Performance Security (as per format and instructions enclosed as PROFORMA-R), 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 foreign based supporting company does not have permanent establishment in India, the bidding company can furnish performance security for an amount which is sum of performance security amount to be submitted by the bidder and performance security amount required to be submitted by the supporting company. In such case bidding company shall furnish an undertaking that their foreign based supporting company is not having any permanent establishment in India in terms of Income Tax Act of India.</p> <p>(iii) Undertaking from the supporting company to the effect that in addition to invoking the performance security submitted by the contractor, the additional</p>
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			<p>performance security provided by supporting company shall be invoked by OIL due to non-performance of the contractor.</p> <p>(iv) Bidders quoting under the categories as mentioned under Clause nos. 3.0 (i) and 3.0 (ii) above should provide the respective services including key personnel for a minimum duration of 50% of the contract period during execution of the contract. A declaration as per PROFORMA-S in this respect to be submitted as part of technical bid.</p>
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ANNEXURE-II

Sl. No.	Clause Ref.	Existing Tender Clause	Amended/Newly Added Clause
1.	Clause 3 ii Solution Sizing in 1691238015.pdf document (SPECIAL CONDITIONS OF CONTRACT (SCC))& corresponding clause in SECTION-II: SPECIAL CONDITIONS OF CONTRACT (SCC) of 1691239662.pdf document (SPECIAL TERMS & CONDITIONS (STC))	The solution must be able to handle a burst of 1.5 times of the sustained EPS in real time at any given point in time without any drop or queuing of events.	The solution must be able to handle a burst of 1.5 times of the sustained EPS in real time at any given point in time without any drop or queuing of events. The solution must be able to handle a maximum burst duration of 1 hour in an interval of 24 hours.
2.	Clause vi of 3. Solution Sizing in 1691238015.pdf document (SPECIAL CONDITIONS OF CONTRACT (SCC)) & corresponding clause in SECTION-II: SPECIAL CONDITIONS OF CONTRACT (SCC) of 1691239662.pdf document (SPECIAL TERMS & CONDITIONS (STC))	Minimum 2 concurrent user license with no limitation on creation of number of user accounts.	Minimum 2 concurrent user license with no limitation on creation of number of user accounts.
3.	Clause iii of 3.1 Provisioning of the Technology Components in 1691238015.pdf document	All compute infrastructure needed for the CSOC solution which are not required to be deployed on-premises in OIL shall be “cloud-based” and	All compute infrastructure needed for the CSOC solution which are not required to be deployed on-premises in OIL shall be “cloud-based” and

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	(SPECIAL CONDITIONS OF CONTRACT (SCC)) & corresponding clause in SECTION-II: SPECIAL CONDITIONS OF CONTRACT (SCC) of 1691239662.pdf document (SPECIAL TERMS & CONDITIONS (STC))	shall be provisioned in the OFFSITE DC/DR.	shall be provisioned in the OFFSITE DC/DR. The bidder must have primary and secondary (DC and DR) SOC locations from where the MSSP team will operate.
4.	Clause vii of 3.1 Provisioning of the Technology Components in 1691238015.pdf document (SPECIAL CONDITIONS OF CONTRACT (SCC)) & corresponding clause in SECTION-II: SPECIAL CONDITIONS OF CONTRACT (SCC) of 1691239662.pdf document (SPECIAL TERMS & CONDITIONS (STC))	Offsite DC shall have at least one DR location for business continuity of the CSOC solution in case of non-availability of offsite DC. The Contractor must ensure continuous native online replication of all data pertaining to the CSOC solution between offsite DC and DR. The RPO and RTO for the SOC solution shall be 0 hours and 4 hours respectively.	Offsite DC shall have at least one DR location for business continuity of the CSOC solution in case of non-availability of offsite DC. The Contractor must ensure continuous native online replication of all data pertaining to the CSOC solution between offsite DC and DR. The RPO and RTO for the SOC solution shall be 0 hours and 4-hours 8 hours respectively.
5.	Clause xiii of 3.1 Provisioning of the Technology Components in 1691238015.pdf document (SPECIAL CONDITIONS OF CONTRACT (SCC)) & corresponding clause in SECTION-II: SPECIAL CONDITIONS OF CONTRACT (SCC) of		OIL's team should have at least full read-only access to the complete solution (all features, data, dashboards, documentation etc.) for the entire duration of the contract. OIL's team must be provided with the separate login credentials.

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	1691239662.pdf document (SPECIAL TERMS & CONDITIONS (STC)) (Addition of New Clause)		
6.	Analytic Platform Engineering and Management of SOC Tools, Architecture, and Engineering in clause 3.5.1 of 1691238015.pdf document (SPECIAL CONDITIONS OF CONTRACT (SCC)) & corresponding clause in SECTION-II: SPECIAL CONDITIONS OF CONTRACT (SCC) of 1691239662.pdf document (SPECIAL TERMS & CONDITIONS (STC))	Engineering, deploying, operating, updating and maintaining SIEM, SOAR, CTI platforms, Big Data Platform, other SOC components and integrating with OIL's existing EDR, ticketing system and vulnerability management solution.	Engineering, deploying, operating, updating and maintaining SIEM, SOAR, CTI platforms, Big Data Platform , other SOC components and integrating with OIL's existing EDR, ticketing system and vulnerability management solution.
7.	Clause (iii) of 3.5.2 Terms & Conditions in 1691238015.pdf document (SPECIAL CONDITIONS OF CONTRACT (SCC)) & corresponding clause in SECTION-II: SPECIAL CONDITIONS OF CONTRACT (SCC) of 1691239662.pdf document (SPECIAL TERMS & CONDITIONS (STC))	OIL reserves the right to audit the CSOC solution for evaluation of effectiveness by OIL appointed 3rd party auditor as and when OIL feels necessary during the period of the contract. The Contractor shall co-operate with the auditor and provide the requested details/documentation pertaining to the solution.	OIL reserves the right to audit the CSOC solution for evaluation of effectiveness by OIL appointed 3rd party auditor as and when OIL feels necessary (maximum twice in a year with an advance notice of 30 days) during the period of the contract. The Contractor shall co-operate with the auditor and provide the requested details/documentation pertaining to the solution.
8.	Clause (i) of 3.5.3 Human Resources in 1691238015.pdf	OIL's office schedule at Duliajan	OIL's office schedule at Duliajan (7 AM to 11 AM, 12:30 PM to 3:30 PM)

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	document (SPECIAL CONDITIONS OF CONTRACT (SCC)) & corresponding clause in SECTION-II: SPECIAL CONDITIONS OF CONTRACT (SCC) of 1691239662.pdf document (SPECIAL TERMS & CONDITIONS (STC))		
9.	Clause (ii) of 5. Functional Specifications of the CSOC solution in 1691238015.pdf document (SPECIAL CONDITIONS OF CONTRACT (SCC)) & corresponding clause in SECTION-II: SPECIAL CONDITIONS OF CONTRACT (SCC) of 1691239662.pdf document (SPECIAL TERMS & CONDITIONS (STC))	The proposed solution should have central data repository which should act as common data lake (Security Big Data Lake) for SIEM and UEBA to avoid maintaining multiple data repositories.	The proposed solution should have central data repository which should act as common data lake (Security Big Data Lake) for SIEM and UEBA to avoid maintaining multiple data repositories.
10.	Clause (iii) of 5. Functional Specifications of the CSOC solution in 1691238015.pdf document (SPECIAL CONDITIONS OF CONTRACT (SCC)) & corresponding clause in SECTION-II: SPECIAL CONDITIONS OF CONTRACT (SCC) of 1691239662.pdf	The solution shall work by leveraging the Security Big Data Lake along with machine learning technology to deliver advanced threat detection beyond rules and signatures, automated incident response, incident analysis, customized security intelligence & Threat/Vulnerability advisories, as one solution.	The solution shall work by leveraging the Security Big Data Lake along with machine learning technology to deliver advanced threat detection beyond rules and signatures, automated incident response, incident analysis, customized security intelligence & Threat/Vulnerability advisories, as one solution.

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	document (SPECIAL TERMS & CONDITIONS (STC))		
11.	Clause (14) of 5.1 Log Management in 1691238015.pdf document (SPECIAL CONDITIONS OF CONTRACT (SCC)) & corresponding clause in SECTION-II: SPECIAL CONDITIONS OF CONTRACT (SCC) of 1691239662.pdf document (SPECIAL TERMS & CONDITIONS (STC))	Compression: The proposed solution must provide at least 50% compression which can be customized for the data to provide further bandwidth conservation.	Compression: The proposed solution must provide at least 50% data compression which can be customized for the data to provide further bandwidth conservation.
12.	Clause (vi) – j of 5.2 SIEM (Security Information and Event Management) in 1691238015.pdf document (SPECIAL CONDITIONS OF CONTRACT (SCC)) & corresponding clause in SECTION-II: SPECIAL CONDITIONS OF CONTRACT (SCC) of 1691239662.pdf document (SPECIAL TERMS & CONDITIONS (STC))	Policy compliance: Built-in and customizable content and reporting that satisfy elements of various regulatory compliance, such as PCI, SOX, and FISMA.	Policy compliance: Built-in and customizable content and reporting that satisfy elements of various regulatory compliance, such as PCI, SOX, and FISMA.
13.	Clause no (ii) of 5.3 UEBA (User Entity Behaviour Analytics) in 1691238015.pdf document (SPECIAL CONDITIONS OF CONTRACT (SCC))	UEBA solution shall leverage the data in Security Big Data Lake.	UEBA solution shall leverage the data in Security Big Data Lake.

ANNEXURE-II

	& corresponding clause in SECTION-II: SPECIAL CONDITIONS OF CONTRACT (SCC) of 1691239662.pdf document (SPECIAL TERMS & CONDITIONS (STC))		
14.	Clause (xi) of 5.4 SOAR (Security Automation, Orchestration, and Response) in 1691238015.pdf document (SPECIAL CONDITIONS OF CONTRACT (SCC)) & corresponding clause in SECTION-II: SPECIAL CONDITIONS OF CONTRACT (SCC) of 1691239662.pdf document (SPECIAL TERMS & CONDITIONS (STC))	SOAR should have minimum 2 concurrent user license with unlimited action and without any limitation on creation of number of user accounts.	SOAR should have minimum 2 concurrent user license with unlimited action and without any limitation on creation of number of user accounts.
15.	Clause (x) of 5.5 TIP (Threat Intel Platform) in 1691238015.pdf document (SPECIAL CONDITIONS OF CONTRACT (SCC)) & corresponding clause in SECTION-II: SPECIAL CONDITIONS OF CONTRACT (SCC) of 1691239662.pdf document (SPECIAL TERMS & CONDITIONS (STC))	TIP must have active subscription to minimum one premium threat intel feed (like but not limited to: CrowdStrike Falcon, Talos etc.) during the entire duration of the contract	TIP must have active subscription to minimum one premium threat intel feed during the entire duration of the contract. Threat Intel provider for the premium threat intel feed must have more than 5 years' experience in threat intelligence collection, analysis and tracking of threat groups.

PROFORMA-N

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)

PROFORMA-O

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/ **Subsidiary Company (Delete whichever not applicable)**) unconditionally agrees that in case of non-performance by the Company of any of its obligations in any respect, the Guarantor shall, immediately on receipt of notice of demand by OIL, take up the job without any demur or objection, in continuation and without loss of time and without any cost to OIL and duly perform the obligations of the Company to the satisfaction of OIL.
2. The Guarantor agrees that the Guarantee herein contained shall remain valid and enforceable till the satisfactory execution and completion of the work (including discharge of the warranty obligations) awarded to the Company.
3. The Guarantor shall be jointly with the Company as also severally responsible for satisfactory performance of the contract entered between the Company and OIL.
4. The liability of the Guarantor, under the Guarantee, is limited to the 50% of the annualized contract price entered between the Company and OIL. This will, however, be in addition to the forfeiture of the Performance Guarantee furnished by the Company.
5. The Guarantor represents that this Guarantee has been issued after due observance of the appropriate laws in force in India. The Guarantor hereby undertakes that the Guarantor shall obtain and maintain in full force and effect all the governmental and other approvals and consents that are necessary and do all other acts and things necessary or desirable in connection therewith or for the due performance of the Guarantor's obligations hereunder.
6. The Guarantor also agrees that this Guarantee shall be governed and construed in accordance with the laws in force in India and subject to the exclusive jurisdiction of the courts of, India.
7. The Guarantor hereby declares and represents that this Guarantee has been given without any undue influence or coercion, and that the Guarantor has fully understood the implications of the same.
8. The Guarantor represents and confirms that the Guarantor has the legal capacity, power and authority to issue this Guarantee and that giving of this Guarantee and the performance and observations of the obligations hereunder do not contravene any existing laws.

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

Witness:

1. Signature _____
Full Name _____
Address _____

M/s _____

Signature _____

Name

Designation _____

Common seal of the

Company _____

Witness:

2. Signature _____
Full Name _____
Address _____

PROFORMA-Q

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.

PROFORMA-R

**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:

- a. The Bank Guarantee issued by the bank shall be routed through SFMS platform as per the following details:
 - i) “MT 760/MT 760 COV” for issuance of bank guarantee.
 - ii) “MT 760/MT 767 COV” for amendment of bank guarantee.

Note: The above message/intimation shall be sent through SFMS 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-S

DECLARATION FORMAT

(as per Notes to BEC Clause No. 2.1)

[On Bidder's Letter Head]

To,

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

Dear Sir,

This has reference to your Tender No. Dated 20__ on the subject
.....

We.....(Name of the Company) confirm that we will engage/deploy the services including the key personnel of the Subsidiary/Parent /Sister Subsidiary/Co-subsidiary company experience (strike out whichever is not applicable) on whose strength we are meeting the tender's Technical requirement as per the tender qualifying criteria.

Signature

(Name & Designation of Authorized person)