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(A GOVT. OF INDIA ENTERPRISE)
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CORRIGENDUM NO.-3

Tender No. GEM/2025/B/6700575

This **Corrigendum No. 3** dated **31.10.2025** to GeM Tender No. **GEM/2025/B/6700575** for “**Hiring services for Appointment of Indirect Tax Consultant for all spheres of OIL India Limited**” is issued to amend the following:

Sl. No	Reference	New Clause
1.	3.0 of PQC (Proposed to be newly incorporated in the PQC)	<p><u>3.4 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. 3.2 and 3.3 above can also be considered provided the bidder is a subsidiary company of the parent company [supporting company, which holds more than fifty percent of the paid-up equity share capital of the bidder] who fulfils the experience criteria. Similarly, bid from parent company can also be considered on the strength of requisite experience of its subsidiary [supporting company, in which the bidder holds more than fifty percent of the paid-up equity share capital]. However, the parent/subsidiary company (as the case may be) 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-sub subsidiary company or through any other arrangement like Technical Collaboration agreement.</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,</p>

the participating bidder should enclose a Parent/Subsidiary Agreement (**As per Proforma-Q**) and also a parent/subsidiary Guarantee (**As per Proforma-R**) to OIL for fulfilling the obligation under the Agreement, along with the technical bid.

3.5 ELIGIBILITY CRITERIA IN CASE BID IS SUBMITTED ON THE BASIS OF TECHNICAL EXPERIENCE OF SISTER-SUBSIDIARY/CO-SUBSIDIARY COMPANY:

Offers of those bidders who themselves do not meet the technical experience criteria stipulated in **Clause No. 3.2 and 3.3** above can also be considered based on the experience of their Sister Subsidiary/Co-Subsidiary company (supporting company) within the ultimate parent/holding company subject to meeting the following conditions:

- (a) Provided that the sister subsidiary/co-subsubsidiary company and the bidding company are both wholly owned subsidiaries of an ultimate parent/holding company either directly or through intermediate subsidiaries of the ultimate parent/holding company or through any other subsidiary company within the ultimate parent/holding company.
- (b) Provided that the sister subsidiary/co-subsubsidiary company on its own meets the technical experience criteria laid down in **Clause 3.2 and 3.3** above and not through any other arrangement like technical collaboration etc.
- (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-S**, between them & their ultimate parent/holding company, along with the technical bid.

In the situations mentioned in **Clause No. 3.4 and 3.5** above, the supporting company shall not be allowed to submit their separate/independent bid against this tender. In such case, all such bids shall be rejected. Also, bids having technical support from the same entity shall be rejected. Further,

		<p>bidders shall submit the following in addition to the documents mentioned above:</p> <ol style="list-style-type: none"> i. Undertaking should be submitted by the Supporting Company to provide additional Performance Security (Proforma-T) equivalent to 50% of the value of the Performance Security which is to be submitted by the bidding company in case the bidding company is the successful bidder. ii. In cases where Supporting Company do not have Permanent Establishment in India, the bidding company can furnish Performance Security equivalent to 150% of the value of the Performance Security which is to be submitted by the bidding company. In such case bidding company shall furnish an undertaking that their subsidiary/parent company (i.e. supporting company) is not having any Permanent Establishment in India in terms of Income Tax Act of India. iii. Undertaking from the supporting company shall be submitted to the effect that in addition to invoking the performance security submitted by the contractor, the performance security provided by supporting company shall be invoked by OIL due to non-performance of the contractor. iv. 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. <p>Note: The above certificate should not be more than 30 days old as on the original bid closing date.</p> <ol style="list-style-type: none"> v. 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.
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		<p>3.6 Bidders quoting under the categories as mentioned under Clause nos. 3.4 and 3.5 above should provide the respective services from the identified party (Supporting Company) on whose strength the bidder meets the qualifying criteria including key personnel for a minimum duration of 50% of the contract period during execution of the contract. Declaration from the bidder as well as from the supporting Company are required to be submitted with Un-Priced Techno-Commercial bid as per Proforma-U.</p>
2	<p>6.0 of PQC (Proposed to be newly incorporated in the PQC)</p>	<p>6.3 In case the bidder is a subsidiary company, who does not meet financial criteria by itself and submits bid based on the financial strength of its parent/ultimate parent/holding company, then documents need to be submitted along with the technical bid in support of the following:</p> <ul style="list-style-type: none"> (i) The parent/ ultimate parent / holding company (supporting company) should meet the Financial Evaluation Criteria stipulated in Clause Nos. 6.1 & 6.2 above. (ii) Corporate Guarantee (Proforma-W) on parent/ultimate parent/ holding company's (supporting company) letter head signed by an authorized official undertaking that they would financially support their subsidiary company for executing the project/job in case the same is awarded to them. (iii) A certificate from the Statutory Auditor of the bidding company as well as of the supporting company to establish the relationship and equity percentage holding between bidding company and the supporting company. The certificates should be duly concurred/endorsed by the Company Secretary or one of the Directors of the company concerned. <p>Note: The above certificate should not be more than 30 days old as on the original bid closing date.</p>

- (i)** Incorporation of the following Clause in PQC/BEC of the subject tender.
- (ii)** Modified PQC/BEC is enclosed herewith as **ENCLOSURE-I**.
- (iii)** Extension of bid closing & opening dates & time:
 - a) Extended Bid Closing Date & Time: **14.11.2025 [14:00 Hrs. (IST)]**
 - b) Extended Bid Opening Date & Time: **14.11.2025 [14:30 Hrs. (IST)]**
- (iv)** All other terms and conditions of the Bid Document (including any amendment issued thereof) remain unchanged. Details can be viewed at www.oil-india.com.

Sd/-
SR. OFFICER – CONTRACTS (S)

BID EVALUATION CRITERIA(BEC)/PRE-QUALIFICATION CRITERIA (PQC)

1.0 VITAL CRITERIA FOR BID ACCEPTANCE:

- 1.1 Bidders are advised not to take any exception/deviations to the bid document. Exceptions/Deviations, if any, should be brought out and discussed during the pre-bid conference. In case Pre-bid conference is not held, the exceptions/ deviations along with suggested changes are to be communicated to OIL within the date specified in the NIT and bid document. OIL after processing such requests, OIL may communicate the changes, if any, through an addendum to the tender document. If the bidder(s) still maintains exceptions/deviations in the bid, such conditional/non-conforming bids shall not be considered and will be liable for rejection.
- 1.2 The bid shall conform generally to the full scope of work, specifications and terms & conditions given in this tender document. 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.

2.0 ELIGIBILITY CRITERIA:

The bidder must be incorporated/registered 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 **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. P45021/2/2017-PP (BE-II) dated 16th September 2020 (and as amended time to time) with modifications as notified vide MoP&NG 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.

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) The bidder must provide the **specific percentage (%) of local content** in their bid, without which the bid shall be liable for rejection being non-compliant.

- (b) The Bidder shall submit an undertaking from the authorised signatory of bidder 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-XII**].
- (c) Bidder to submit a copy of their Certificate of Incorporation/registration in India.

3.0 TECHNICAL CRITERIA:

- 3.1 The bidder must be a firm/entity incorporated/registered in India.
- 3.2 The bidder must be a consultancy firm with a minimum of twenty (20) years of cumulative experience in providing Indirect Tax Consultancy Services as on the original bid closing date.
- 3.3 Bidder must have experience of successfully completed/executed at least one '**Similar Work**' of minimum value of ₹ 20,91,400.00 (Rupees Twenty Lakh Ninety-One Thousand Four Hundred only), over the last seven (07) years reckoned from the original bid closing date in PSUs/Central Government/State Government Organization/Public Limited Company, in India.

Note: Similar Work mentioned above means experience in '**Providing indirect tax consultancy services such as providing indirect tax consultancy/ legal opinion/ filing returns/ reconciliations / representation in tax litigation before Govt. departments**' in areas of Excise/ Service Tax/Customs/ VAT & CST/ GST in Oil and Gas sector (client). The client must have an average annual turnover of minimum Rs. 500 crores as on the original bid closing date (as per standalone audited financial statements) during the last three (03) financial years, i.e., FY 2022-23, FY 2023-24 and FY 2024-25'.

Notes to BEC Clause 3.1, 3.2 and 3.3 above:

- A.** For proof of registration (refer Clause No. 3.1 above), bidders must furnish the followings documentary evidence(s):
- Copy of valid ICAI/ICMAI/Bar Council Registration Certificate.
- Or
- Copy of Certificate of Incorporation/Registration/ Partnership Deed in India showing firm's establishment date.
- B.** For proof of requisite experience (refer Clause No. 3.2 above) bidders must furnish the followings documentary evidence(s):
- i) Copies of Work orders/Contracts/LOA from clients as a proof for providing service in Indirect Tax consultancy for 20 years and more.

Or

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- ii) Notarized affidavit stating that the firm has been providing services in the field of Indirect Tax Consultancy for over 20 years.

C. For proof of requisite experience (refer Clause No. 3.3 above), the following documents/photocopy (self-attested/attested) must be submitted along with the bid:

- i) Copies of audited P&L Statement of PSUs/Central Government/State Government Organization/Public Limited Company, in India where services were provided.
- ii) Contract document/LOI/LOA/WO showing details of work,

AND

- iii) Job Completion Certificate issued by the end user/client in their official letter head duly sealed and signed showing:
 - a) Gross value of job done
 - b) Nature of jobs done and Work Order No./Contract No.
 - c) Contract period and date of completion.

Or

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

- a) Work Order No./Contract No.
- b) Gross value of jobs done.
- c) Period of service
- d) Nature of service

C. Only Letter of Intent (LOI)/Letter of Award (LOA) and/or Work Order(s), Job Completion certificates are not acceptable as evidence of experience. However, in case the requisite experience is against OIL's contract, the bidder shall only be required to categorically specify OIL's Contract No.

D. Mere award of contract(s) shall not be counted towards experience. Successful completion of the awarded contract(s) to the extent of value, as stipulated respectively under Clause No. 3.3 shall only be treated as acceptable experience.

D. Following work experience shall also be taken into consideration:

- (a)** If the prospective bidder is executing a contract in which work (as mentioned under Clause No. 3.3) is still running and the contract value executed prior to original bid closing date is equal to or more than the minimum prescribed value in the BEC.

- (b) In case the start date of the requisite experience is beyond the prescribed 07 (seven) years reckoned from the original bid closing date, but completion is within the prescribed seven (07) years reckoned from the original bid closing date. In this case, the value of work done during the period falling within the last seven years must be equal to or more than the minimum prescribed value under Clause No. 3.3.
- (c) If the prospective bidder has executed a contract in which work (as mentioned under Clause No. 3.3) is a component of the contract.
- In case the document submitted as per **Para A** above are not sufficient to establish the value/period of the work experience against **Para D**, above, the bidder shall also have to submit the breakup of the works executed under such contract(s) clearly indicating the value/quantity/period of work (as mentioned under Clause No. 3.3) which should be certified by the end user or a certificate issued by a practicing Chartered/Cost Accountant Firm (with Membership Number & Firm Registration Number).
- E.** Experience of executing work (as mentioned under Clause No. 3.3) through 'sub-contracting' shall not be considered for evaluation.
- F.** Work executed (as mentioned under Clause No. 3.3) by a bidder for its own organization/subsidiary cannot be considered as experience for the purpose of meeting BEC.
- G.** Bid will be rejected if not accompanied with adequate documentary proof in support of work experience as mentioned in Para 3.3.
- H.** Bidders submitting their bid based on the experience of their Technical Collaborator/Joint Venture/ MOU with another party shall not be considered. Bids from Consortium, Joint Venture shall also not be considered.

3.4 ELIGIBILITY CRITERIA IN CASE BIDS ARE SUBMITTED ON THE BASIS OF TECHNICAL EXPERIENCE OF THE PARENT/SUBSIDIARY COMPANY:

Offers of those bidders who themselves do not meet the experience criteria as stipulated in **Clause no. 3.2 and 3.3** above can also be considered provided the bidder is a subsidiary company of the parent company [supporting company, which holds **more than fifty percent** of the paid-up equity share capital of the bidder] who fulfils the experience criteria. Similarly, bid from parent company can also be considered on the strength of requisite experience of its subsidiary [supporting company, in which the bidder holds more than fifty percent of the paid-up equity share capital]. However, the parent/subsidiary company (as the case may be) 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 a Parent/Subsidiary Agreement (**As per Proforma-Q**) and also a parent/subsidiary Guarantee (**As per Proforma-R**) to OIL for fulfilling the obligation under the Agreement, along with the technical bid.

3.5 ELIGIBILITY CRITERIA IN CASE BID IS SUBMITTED ON THE BASIS OF TECHNICAL EXPERIENCE OF SISTER-SUBSIDIARY/CO-SUBSIDIARY COMPANY:

Offers of those bidders who themselves do not meet the technical experience criteria stipulated in **Clause No. 3.2 and 3.3** above can also be considered based on the experience of their Sister Subsidiary/Co-Subsidiary company (supporting company) within the ultimate parent/holding company subject to meeting the following conditions:

- (a) Provided that the sister subsidiary/co-subsidiary company and the bidding company are both wholly owned subsidiaries of an ultimate parent/holding company either directly or through intermediate subsidiaries of the ultimate parent/holding company or through any other subsidiary company within the ultimate parent/holding company.
- (b) Provided that the sister subsidiary/co-subsidiary company on its own meets the technical experience criteria laid down in **Clause 3.2 and 3.3** above and not through any other arrangement like technical collaboration etc.
- (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-S**, between them & their ultimate parent/holding company, along with the technical bid.

In the situations mentioned in **Clause No. 3.4 and 3.5** above, the supporting company shall not be allowed to submit their separate/independent bid against this tender. In such case, all such bids shall be rejected. Also, bids having technical support from the same entity shall be rejected. Further, bidders shall submit the following in addition to the documents mentioned above:

- i. Undertaking should be submitted by the Supporting Company to provide additional Performance Security (**Proforma-T**) equivalent to 50% of the value of the Performance Security which is to be submitted by the bidding company in case the bidding company is the successful bidder.
- ii. In cases where Supporting Company do not have Permanent Establishment in India, the bidding company can furnish Performance Security equivalent to 150% of the value of the Performance Security which is to be submitted by the bidding company. In such case bidding company shall furnish an undertaking that their

subsidiary/parent company (i.e. supporting company) is not having any Permanent Establishment in India in terms of Income Tax Act of India.

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

Note: The above certificate should not be more than 30 days old as on the original bid closing date.

- v. 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.
- 3.6 Bidders quoting under the categories as mentioned under Clause nos. 3.4 and 3.5 above should provide the respective services from the identified party (Supporting Company) on whose strength the bidder meets the qualifying criteria including key personnel for a minimum duration of 50% of the contract period during execution of the contract. Declaration from the bidder as well as from the supporting Company are required to be submitted with Un-Priced Techno-Commercial bid as per **Proforma-U**.

4.0 CORE TEAM EXPERIENCE

As a part of the project execution, bidder shall deploy a team comprising of at least a team of three (03) professionally qualified members (Chartered Accountant/Cost Accountant/LLB) and shall submit the Curriculum Vitae (CV) of the proposed personnels as per **Annexure-A** along with their offer. The CV must contain the following information:

- Employee ID
- Date of Birth
- Educational Qualification
- Experience
- Industry Certificate with Number/ID

To ascertain the competency of offered personnels, CVs shall be evaluated based on qualification and experience criteria as below (as per Clause No. 2.0 of SOW):

i) **Team Leader/Partner/Senior Partner:**

- Qualification: Certificates issued by ICAI/ICMAI/Universities.
- Experience: The member must have a minimum of fifteen (15) years of post-qualification experience in indirect tax consultancy, including at least five (05) years of relevant experience in the Oil and Gas Sector, as on the original bid closing date.

ii) **Senior Manager:**

- Qualification: Certificates issued by ICAI/ICMAI/Universities.
- Experience: The Senior Manager must have a minimum of eight (08) years post qualification experience in providing indirect tax consultancy as on the original bid closing date.

iii) **Manager:**

- Qualification: Certificates issued by ICAI/ICMAI/Universities.
- Experience: The Manager must have a minimum of five (05) years post qualification experience in providing indirect tax consultancy as on the original bid closing date.

Note:

- The bidder should submit the following documentary evidence to substantiate the above:
 - i) For Qualification- certificates issued by ICAI/ICMAI/Universities.
 - ii) For Experience Documentary evidence certified by the Authorized signatory of the bidder including nomination of the leader for OIL project with details of team.
- The CVs should be certified by the CEO/Country Head/Chief Operating Officer/HR Head or a partner with Power of Attorney. Service Provider/Bidder should submit CVs for at least the specified nos. of qualified **personnels** as above (Clause 4.0). Failing to provide the same, the bid shall be considered as non-responsive and shall be liable for rejection. However, bidder can propose/offer more than requisite number of personnels as indicated above for selection/consideration by the company under this tender.
- The bidders are also required to upload the qualification certificate of the team members along with the Bid.
- The bidder should provide an undertaking in its letterhead signed by the authorized representative that if there is a change in any team member during the tenure of the assignment, the change should be communicated

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to OIL within 30 days of such change and Bidder should ensure that the replaced team member is either of same grade/experience or of higher grade /experience. The company at its discretion may also request a change in the team member (s).

5.0 QUALITY & COST BASED SELECTION (QCBS)-SCORING AND EVALUATION CRITERIA

Bids which are techno-commercially and financially qualified shall be evaluated both in terms of quality as well as quoted price i.e., Quality & Cost Based Selection (QCBS) methodology. The weightage for quality is 70 and the weightage for the quoted price is 30 i.e., Quality: Quoted price is 70:30. Competency of the bidder shall be evaluated through the QCBS matrix as indicated below:

SI No	Criteria	Marks
A	Experience/Sectoral Knowledge of the firm.	60 (Max)
(i)	Bidder must have experience of successfully executing/completing at least one job in ‘providing indirect tax consultancy services in areas of Excise, Service Tax, Customs, VAT & CST and GST in Oil and Gas sector having an average annual turnover of minimum Rs. 500 crores as on the original bid closing date (as per standalone audited financial statements) during the last three (03) financial years, i.e., FY 2022-23, FY 2023-24 and FY 2024-25’ of value of minimum Rs. 20,91,400.00 (Rupees Twenty Lakh Ninety-One Thousand Four Hundred only), over the last seven (07) years reckoned from the original bid closing date in PSUs/Central Government/State Government Organization/Public Limited Company, in India.	60 (Max)
a	Experience in providing the above experience in more than 05 (five) nos. of contracts.	60
b	Experience in providing the above experience in 04 (four) to 05 (five) no. of contracts.	55
c	Experience in providing the above experience in 02 (two) to 03 (three) no. of contracts.	50
d	Experience in providing the above experience in 01 (one) no. of contract.	45
<u>Note to SL No. A of QCBS:</u> The bidder firm must furnish the following documents:		

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<ul style="list-style-type: none"> • <u>At least One (01) Assignment in Oil & Gas Sector with minimum contract value of ₹ 20,91,400.00, only, over the last seven (07) years, reckoned from the original bid closing date:</u> Copies of Experience Certificate/ Completion Certificates from client of Oil & Gas sector mentioning scope of work, duration and Contract Value along with a self-declaration in Annexure B. • <u>Experience with Central/State Government Organizations/PSUs/Public Limited Companies (with ₹500 crore turnover or more in the previous three financial years as on the original bid closing date):</u> Copies of Work Orders/Engagement Letters/Contracts from the client clearly mentioning the scope of work and duration, along with a self-declaration in Annexure C confirming that the client had an annual turnover of ₹500 crore or more at the time of engagement. 			
B	Experience of Key Personnel		40 (Max)
(i)	Cumulative years of experience of Team Leader (i.e., Qualified Chartered Accountant/LLB) in the areas of Indirect Taxes years in Oil & Gas Sector.		20 (Max)
a	Experience of 25 (Twenty-Five) years or more to be reckoned from the original bid closing date in the areas of Indirect Taxes (Other than Customs) in Oil & Gas Sector.	20	
b	Experience of more than 15 (Fifteen) years but less than 25 (Twenty-Five) years to be reckoned from the original bid closing date in the areas of Indirect Taxes (Other than Customs) in Oil & Gas Sector.	15	
(ii)	Cumulative years of experience of Senior Manager or equivalent rank (i.e., Qualified Chartered Accountant/Cost Accountant/LLB) in the areas of Indirect Taxes (Other than Customs) in the Oil & Gas Sector.		15 (Max)
a	Experience of 15 (Fifteen) years or more to be reckoned from the original bid closing date in the areas of Indirect Taxes (Other than Customs) in Oil & Gas Sector.	15	
b	Experience of more than 08 (Eight) years but less than 15 (Fifteen) years to be reckoned from the original bid closing date in the areas of Indirect Taxes (Other than Customs) in Oil & Gas Sector.	12	
(iii)	Experience of Manager or equivalent rank (i.e., Qualified Chartered Accountant/Cost Accountant/LLB) in the areas of Indirect Taxes (Other than Customs) in the Oil & Gas Sector.		5 (Max)

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a	Experience of 10 (Ten) years or more to be reckoned from the original bid closing date in the areas of Indirect Taxes (Other than Customs) in Oil & Gas Sector.	5	
b	Experience of more than 05 (Five) years but less than 10 (Ten) years to be reckoned from the original bid closing date in the areas of Indirect Taxes (Other than Customs) in Oil & Gas Sector.	3	
Note to SL No. B of QCBS:			
The bidder should submit the following documentary evidence to substantiate the above:			
iii) For Qualification- certificates issued by ICAI/ICMAI/Universities. iv) For Experience Documentary evidence certified by the Authorized signatory of the bidder including nomination of the leader for OIL project with details of team. v) To substantiate this, the bidder must submit CVs including copies of the industry certificates and qualifications of the proposed team members, certified by the CEO/Country Head/Chief Operating Officer/HR Head or a partner with Power of Attorney, along with the bid.			
	TOTAL MARKS		100 (Max)

Notes:

- i) It shall be the bidder's responsibility to ensure submission of unambiguous/clear and sufficient documentary evidence in support of the evaluation criteria/QCBS.
- ii) OIL reserves the right to verify any or all data/document/information provided by the bidder. False statement by bidder shall make it liable for appropriate action.
- iii) It may be noted that OIL shall not seek any clarification against the documents submitted by the bidder to substantiate the QCBS score (quality parameters tabulated above), after the technical bid opening. Therefore, bidders must ensure that such documents (in toto) are submitted as part of the original submission. **Also, the bidders must indicate – (i) Details of the document (Document Ref. No., relevant Pg. No. etc.) submitted & (ii) Marks Claimed by the bidder against each Quality parameter, in the format prescribed in ‘QCBS CHECKLIST’ and submit the same along with the technical bid.**
- iv) A bid shall have to meet the **Minimum Qualifying Marks of 75 in ‘Quality’ Criteria**. The Bids meeting the minimum qualifying marks shall be called ‘Qualified Bids’ and shall be eligible for price evaluation of the bid.
- v) Since bidder’s qualification marks are linked with the qualification & experience of Core Team, bidders should ensure that the same persons, whose CV’s are part of

the offer are deployed during the execution of the Project. An undertaking in this respect to be provided by the bidder. Bidders are free to quote for multiple persons against the personnels of the Core Team meeting the experience & qualification criteria. However, for marking against QCBS, person with least qualifications (relevant experience in terms of years) shall be considered.

6.0 FINANCIAL CRITERIA:

- 6.1 Annual Financial Turnover of the bidder during any of preceding 03 (Three) financial/accounting years from the original bid closing date should be at least **Rs. 20,91,400.00 (Rupees Twenty Lakh Ninety-One Thousand Four Hundred)** only.
- 6.2 Net worth of the bidder must be Positive for the preceding financial/accounting year.

Note:

- i. Annual Financial Turnover of the bidder from operations shall mean: 'Aggregate value of the realization 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).
- ii. 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'.

Notes to BEC Clause No. 6.1 and 6.2 above:

- a. For proof of Annual Turnover & Net worth, any one of the following documents/photocopies 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-IX)**.

Or

- ii. Financial Statements (Balance Sheet & Profit & Loss account **along with all the schedules/notes forming part of the Balance sheet & Profit and Loss Account**) audited by the auditors appointed under the statute like Companies Act etc. wherever applicable. In cases where the bidding/ supporting company (as applicable) are not required to prepare Audited Financial Statements as per the Law of the Land of the country of the bidding/supporting company as applicable, the bidder shall provide documentary evidence for the same along with a certificate from a practicing Chartered Accountant or equivalent to this effect. The bidder must also submit the financial statement as per the accounting

standards of the country of the bidding/supporting company as the case may be, duly certified by the practicing-chartered accountant or equivalent.

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.

- 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 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 evidence for the same.
- d. In case the bidder is a Government Department, they are exempted from submission of document mentioned under para **a.** and **b.** above.
- e. Bid shall be rejected if not accompanied with adequate documentary proof in support of Annual turnover and Net worth as mentioned in Para 6.1 & 6.2.

6.3 In case the bidder is a **subsidiary company**, who does not meet financial criteria by itself and submits bid based on the financial strength of its parent/ultimate parent/holding company, then documents need to be submitted along with the technical bid in support of the following:

- (i) The parent/ ultimate parent / holding company (supporting company) should meet the Financial Evaluation Criteria stipulated in Clause Nos. 6.1 & 6.2 above.
- (ii) **Corporate Guarantee (Proforma-W)** on parent/ultimate parent/ holding company's (supporting company) letter head signed by an authorized official undertaking that they would financially support their subsidiary company for executing the project/job in case the same is awarded to them.
- (iii) A certificate from the Statutory Auditor of the bidding company as well as of the supporting company to establish the relationship and equity percentage holding

between bidding company and the supporting company. The certificates should be duly concurred/endorsed by the Company Secretary or one of the Directors of the company concerned.

Note: The above certificate should not be more than 30 days old as on the original bid closing date.

7.0 COMMERCIAL EVALUATION CRITERIA:

7.1 The bids are to be submitted in single stage under Two Bid System i.e., Un-priced Techno-Commercial Bid and Price Bid together. The Un-priced techno-commercial bid (or Technical bid) must comprise of all the technical documents substantiating the previous experience, financial & technical credentials of the bidder and any other document as asked for in the bid document. There should not be any indication of price in the Technical bid; otherwise, the bid shall be rejected straightaway.

7.2 **Bidders must fill the 'PRICE BIDDING FORMAT/FINANCIAL DOCUMENT' and compute all-inclusive (including GST) bid value. This all-inclusive (including GST) bid value is to be entered against the 'OFFER PRICE' field in the GeM portal. The duly filled 'PRICE BID/FINANCIAL DOCUMENT' in electronic form must be submitted by the bidders through GeM Portal only along with the Financial Bid. Any Financial Bid without the duly filled Price Bid shall be liable for rejection. Bidder(s) should ensure that the Total Bid Price (including GST) in the GeM Portal is equal to the Total estimated contract cost (including GST) in PRICE BIDDING FORMAT.**

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.

7.3 The quantities shown against each item in the BOQ shall be considered for the purpose of Bid Evaluation. It is, however, 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 shall be paid on the basis of the actual Quantity consumed, as the case may be.

7.4 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 shall be treated as non-responsive and rejected.

7.5 **EMD/Bid Security:** Bid Security in original shall be furnished as a part of the Techno Commercial Un-priced Bid and shall reach the office of the CGM-Contracts, OIL, FHQ at Duliajan on or before **14:15 Hrs (IST)** on the bid closing/opening date. A scanned copy of the bid security shall however be uploaded along with the Technical Bid. The amount of Bid Security shall be as per the EMD/Bid Security

amount mentioned in **“FORWARDING LETTER”** of the tender. Bid without proper & valid bid security shall be rejected.

Note: For detailed procedure for submission of bid security and rejection criteria, please refer to **Clause No. 12.0 of ITB**.

Exemption from submission of bid security shall be governed by GeM GTC.

- 7.6 Any bid received in the form of Physical document/Telex/Cable/Fax/E-mail shall not be accepted.
- 7.7 Bids shall be typed or written in indelible ink.
- 7.8 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 authorized signatory. However, white fluid should not be used for making corrections. Any bid not meeting this requirement shall be rejected.
- 7.9 Any bid containing false statement shall be rejected and action shall be taken by Company as per Bid Document.
- 7.10 Bidder must accept and comply with the following provisions as given in the Tender Document in toto, failing which the 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
- 7.11 Bid received with validity of offer less than **120 (One Twenty) days** from bid opening date shall be rejected.
- 7.12 The Integrity Pact is applicable against this tender. OIL shall be entering into an Integrity Pact with the bidders as per format enclosed vide **“Integrity Pact”** of the tender document. The proforma has to be returned by the bidder (along with the Un-priced Techno-Commercial Bid) duly signed 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.

In the event of any dispute between the management and the management and the contractor relating to those contracts where Integrity Pact is applicable, in case, both parties are agreeable, they may try to settle dispute through mediation before the panel of IEMs in a time bound manner. if required, the organizations may adopt any mediation rules for this purpose. In case, the dispute remains unresolved even after mediation by the panel of IEMs, the organization may take further action as per the terms and conditions of the contract. The fees/expenses on dispute resolution shall be equally shared by both parties.

- 7.13 Bidders should not be under liquidation/bankruptcy/undergoing any insolvency resolution process as on Bid Closing date. Further neither the Bidders nor any of any of its allied concerns/partners or associates or directors or proprietors involved in any capacity should be under Holiday List/Banning List/Suspension List of OIL as on Bid Closing date. Bidders shall submit undertaking towards compliance of above as per the prescribed formats (**Appendix-1 & Appendix-2**) along with the bid. If any bidder declines to submit the above undertakings, their bids shall be liable for rejection.
- 7.14 The bidder shall submit an undertaking/declaration as per **Appendix-3** confirming that they have read and understood OIL's Banning Policy and that neither they nor any of their allied concerns or partners or associates or directors, or proprietors involved in any capacity, are currently on OIL's Holiday/Banning List. Further, the bidder shall confirm that neither they nor any of their aforementioned entities have, during the last three years, been involved in any transgression with any company conforming to the Transparency International (TI) approach or with any Public Sector Enterprise of India that could justify exclusion from the tender process. The bidder shall also disclose details of all such allied entities, if any, as required under the Banning Policy.

8.0 QCBS EVALUATION CRITERIA:

- 8.1 The bids conforming to the technical specifications, terms and conditions stipulated in the bidding document and considered to be responsive after subjecting to Evaluation Criteria mentioned above shall be considered for QCBS evaluation as per criteria given below:
- 8.2 Bids shall be evaluated both in terms of Quality (as per Para 5.0 above) as well as Quoted Price i.e., Quality & Cost Based Selection (QCBS) methodology. **The weightage for Quality is 70 and the weightage for the Quoted price is 30.**

9.0 PRICE EVALUATION CRITERIA:

- 9.1 Both Technical & Price bid will be opened on scheduled Bid opening date & time. However, Price bids shall be evaluated of only the techno-commercially acceptable bidders, whose bids have been found to be substantially responsive. A substantially

ENCLOSURE-I (Modified BEC/PQC)

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.

- 9.2 The bids conforming to the technical specifications, terms and conditions stipulated in the bidding document and considered to be responsive after subjecting to Evaluation Criteria mentioned above will be considered for Price Evaluation as per criteria given below.
- 9.3 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/parameter, as the case may be.
- 9.4 The bidders are advised not to offer any discount/rebate separately and to offer their prices after considering discount/rebate, if any.
- 9.5 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.
- 9.6 The inter-se-ranking of the techno-commercially qualified bidders will be determined on overall lowest cost basis (L-1 offer) i.e. considering the Total quoted price inclusive of all liabilities and quoted GST **as mentioned in the GeM portal.**
- 9.7 Based on the evaluation of techno-commercially qualified bidders, the job will be awarded to the L-1 bidder.
- 9.8 In case of identical overall lowest offered rate by more than 01 (one) bidder, the selection shall be made in accordance with GeM GTC.
- 9.9 OIL shall 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.
- 9.10 Quoted unit rates against each Line Item of the price bidding format shall be considered only up to 2 decimal places without rounding off for evaluation. In case the unit rate against a line item is found blank, the cost of that particular service shall be considered as inclusive in the total offered price.
- 9.11 If a bidder quotes Total Charges/Consideration as NIL, the bid shall be treated as unresponsive and will not be considered.
- 9.12 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.

- 9.13 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.
- 9.14 Price Bid uploaded without giving any details of the taxes (Including rates and amounts) shall be considered as inclusive of all taxes including GST.
- 9.15 In case the GST rating of Contractor on the GST portal/Govt. official website is negative/black listed, then the bids may be rejected by OIL. Further, in case rating of bidder is negative/black listed after award of work for supply of goods/services, then OIL shall not be obligated or liable to pay or reimburse GST to such Contractor and shall also be entitled to deduct/recover such GST along with all penalties/interest, if any, incurred by OIL.

9.16 INTER SE-RANKING OF THE QUALIFIED BIDS:

To ascertain the inter se-ranking of the bids the Quality & Cost Based Selection **(QCBS) methodology** as mentioned below shall be adopted:

- (i) An **Evaluated Bid Score (B)** will be calculated for each bid, which meets the **minimum Qualifying marks of 75 in Quality Evaluation Criteria**, using the following formula in order to have a comprehensive assessment of the Bid price and the Quality of each bid:

$$B = (C_{\text{low}}/C) * 100 * X + (T/T_{\text{high}}) * 100 * Y$$

Where,

C = Offer Price of the bidder

C_{low} = The lowest of the Offer Price among responsive bids

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

T_{high} = The total marks achieved by the best bid among all responsive bids against *Quality* criteria

X = 0.30 (The weightage for *Quoted price* is 30)

Y = 0.70 (The weightage for *Quality* is 70)

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

- (ii) The bid with the **highest Evaluated Bid Score (B)** shall be **recommended for award of contract**.
- (iii) In the event of two or more bids having the same highest Evaluated Bid Score (B), the bid scoring the highest marks against *Quality* criteria shall be given preference and shall be ranked higher. Even then, if there is tie, the selection shall be made in accordance with GeM GTC.

10.0 GENERAL:

- 10.1 In case bidder takes exception to any clause of bidding document not covered under BEC/PQC, 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/PQC.
- 10.2 Bidders should provide self-attested copies of GST Registration Certificate, PAN Card, ESIC registration (if applicable), P.F. Registration Number OR Declaration (Declaration by applicant that provisions of Provident Fund Act are not applicable to them. In case P.F. is required to be deposited later on, the same shall be deposited by the bidder (Applicant). In case successful bidder doesn't have P.F. Code at the time of bidding and PF Act is applicable on him/her, the same has to be provided by him/her during mobilization phase of the contract.
- 10.3 Bidder must have P.F. & ESIC Registration. Documentary evidence for the same should be submitted along with technical bid.

Or

In case bidder doesn't have P.F. & ESIC Registration at the time of bidding then the bidder shall have to submit an undertaking that they shall get registered with P.F. and ESIC Authority and shall produce the documentary evidence for the same during mobilization phase of the contract.

- 10.4 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/PQC also and such clarifications fulfilling the BEC/PQC clauses in toto must be received on or before the deadline given by the company, failing which the offer shall be evaluated based on the submission. Clarifications if decided to be sought at the option of Company, the same shall be limited to the original submissions only and no independent fresh submission shall be called for/permitted. However, mere submission of such clarification shall not make the offer responsive, unless company is satisfied with the substantial responsiveness of the offer.
- 10.5 If any of the clauses in the BEC/PQC contradict with other clauses of bidding document elsewhere, the clauses in the BEC/PQC shall prevail.
- 10.6 Bidder(s) must note that requisite information(s)/financial values etc. as required in the BEC/PQC & Tender are clearly understandable from the supporting documents submitted by the Bidder(s); otherwise, Bids shall be rejected.
- 10.7 OIL shall 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.

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

11.0 PURCHASE PREFERENCE CLAUSE: Purchase Preference Clause for MSE bidders as well Purchase Preference Policy – Linked with Local Content (PP-LC) shall not be applicable against this tender.

Note: Services under this tender is not splittable.

12.0 DOCUMENT AUTHENTICITY UNDERTAKING:

Bidders should note that Company (OIL) may verify authenticity of all the documents/certificates/information submitted by the bidder(s) against the tender. In case at any stage of tendering process or Contract execution etc., if it is established that bidder has submitted forged documents/certificates/information towards fulfilment of any of the tender/contract conditions, Company shall immediately reject the bid of such bidder(s) or cancel/terminate the contract besides taking action as per OIL's Banning Policy dated 6th January 2017 revised on 17.03.2023, available in the OIL's website. Accordingly, service provider/vendor to submit the Undertaking of authenticity of information/documents submitted as per **Proforma-VII**.

13.0 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.

14.0 CHECKLIST FOR BEC-PQC: Enclosed as BEC/PQC CHECKLIST. To be submitted along with the technical bid.

Note: Bidder shall submit the prescribed checklists for BEC, Technical Criteria etc. If any bidder declines to submit the duly filled checklists, their bids shall not be considered for evaluation.

End of BEC /PQC

**OIL INDIA LIMITED, DULIAJAN
CONTRACTS DEPARTMENT**

PROFORMA-Q

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 severally 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.

M/s.

Witness:

Witness:

1)

1)

2)

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/ **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 _____

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)	For and on behalf of (Sister Subsidiary/ Co- subsidiary)	For and on behalf of (Ultimate Parent / Holding Company)
M/s.	M/s.	M/s.
Witness	Witness	Witness
1)	1)	1)
2)	2)	2)

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

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.

DECLARATION FORMAT

(As per BEC Clause No. 3.6)
[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 for **Hiring services for Appointment of Indirect Tax Consultancy for all spheres of OIL India Limited.**

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/JV 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)

**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 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.