

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

**CORRIGENDUM NO. 2 DATED 02.05.2024**

To

**GEM/2024/B/4819523 dated 27-03-2024 for Microsoft active directory managed services.**

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This Corrigendum is issued to notify the following changes:

**1. Extension of dates:**

- Last Date of Bid Submission is **16.05.2024 (14:00 Hrs IST)**
- Last Date of Bid Opening is **16.05.2024 (14:30 Hrs IST)**

**2. The following documents have been newly uploaded in GeM Portal as replacements of the earlier:**

- PQC/BEC/BRC REVISED
- PROFORMAS

PROFORMA-XVII FORMAT OF AGREEMENT BETWEEN BIDDER AND THEIR PARENT COMPANY/SUBSIDIARY COMPANY (*As the case may be*),

PROFORMA-XVIII PARENT COMPANY/SUBSIDIARY COMPANY GUARANTEE,

PROFORMA-XIX FORM OF PERFORMANCE BANK GUARANTEE FOR ULTIMATE PARENT/SUPPORTING COMPANY

PROFORMA-XX FORMAT OF UNDERTAKING BY BIDDERS QUOTED UNDER BID SUBMITTED ON THE BASIS OF THE TECHNICAL EXPERIENCE OF THE PARENT/SUBSIDIARY COMPANY

PROFORMA-XVI PARENT/ULTIMATE PARENT/HOLDING COMPANY'S CORPORATE GUARANTEE TOWARDS FINANCIAL STANDING

- CHECKLIST FOR BEC/BRC REVISED

**OIL INDIA LIMITED**  
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- 3. Clause No. 3.8 ‘Human resources for system support services’, point no. iii) of Section-III (Scope of Work) to be read as below in place of existing:**

OIL reserves the right to replace any service engineer anytime due to unsatisfactory service and the bidder shall be obliged to do so and the replacement engineer shall be placed within 30 days of OIL placing the request with you.

- 4. Clause No. 4.0 of Section-II (Special Conditions of Contract), Performance Security to be read as below in place of existing:**

Upon awarding of the contract, the contractor shall furnish performance security for an amount of 5% of Contract value within 30 (Thirty) days from the date of issuance of LOA with a validity of 03 (Three) months beyond the period of contract expiry.

All others terms and conditions of the Bid Document remain unchanged. Details can be viewed at [www.oil-india.com](http://www.oil-india.com).

**Note: Please be noted that no further extension shall be granted against the subject tender. Bidders are requested to submit their bid within 16.05.2024 (14:00 Hrs IST).**

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**REVISED PRE-QUALIFICATION CRITERIA/(BID EVALUATION CRITERIA/BID REJECTION CRITERIA)**

**1.0 VITAL CRITERIA FOR BID ACCEPTANCE:**

The bid shall conform generally to the specifications and terms and conditions given in this bid document. Bids shall be rejected in case the services offered do not conform to required parameters stipulated in the technical specifications. Notwithstanding the general conformity of the bids to the stipulated specifications, the following requirements shall have to be particularly met by the bidders without which the same shall be considered as non-responsive and rejected. All the documents related to BEC must be submitted along with the techno-commercial Bid.

**2.0 TECHNICAL CRITERIA:**

Bidder must have experience of successfully providing support for operational and security activities related to on-premises or cloud-based Active Directory of minimum value of **Rs. 20,53,000.00 (Rupees Twenty Lakh Fifty-Three Thousand only)**, in previous 07 (seven) years reckoned from the original bid closing date with PSUs/Central Government/State Government Organization/Public Limited Company, in India.

**Notes to BEC Clause 2.0 above:**

**A.** For proof of requisite experience (refer Clause No. 2.0 above), the following documents/photocopy (self-attested/attested) must be submitted along with the bid:

i) Contract document/LOI/LOA/WO showing details of work,

AND

ii) Job Completion Certificate 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
- B)** 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.
- C)** 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. 2.0 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. 2.0) 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 07 (seven) years reckoned from the original bid closing date.
  - (c)** If the prospective bidder has executed a contract in which work (as mentioned under Clause No. 2.0) 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 quantity/period of work (as mentioned under Clause No. 2.0) which should be certified by the end user.
- E)** Experience of executing work (as mentioned under Clause No. 2.0) through 'sub-contracting' shall not be considered for evaluation.
- F)** Work executed (as mentioned under Clause No. 2.0) 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 1.1.
- H)** Bidders submitting their bid based on the experience of their Technical Collaborator/Joint Venture/~~Parent/Subsidiary~~/Co subsidiary/Sister Subsidiary/MOU with another party shall not be considered. Bids from 'Consortium of Companies', Joint Venture shall also not be considered.

**3.0 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. 2.0 above** can also be considered, provided the bidder is a wholly owned subsidiary company of the parent company [supporting company] who meets the requisite experience criteria or parent company can also be considered on the strength of its wholly owned subsidiary [supporting company] who meets the requisite experience criteria. However, the parent/subsidiary company of the bidder should on its own meet the experience as stipulated in the BEC and should not rely for meeting the experience criteria on its sister subsidiary/co-subsubsidiary company or through any other arrangement like Technical Collaboration agreement.

In case of bidder who is a subsidiary company dependent upon the experience of the parent company or vice-versa, with a view to ensure commitment and involvement of the parent/subsidiary company (supporting company) for successful execution of the contract, the participating bidder should enclose an Parent/Subsidiary Agreement (**Proforma-XVII**) between the parent and the subsidiary company or vice-versa and Parent/Subsidiary Guarantee (**Proforma-XVIII**) from the parent/subsidiary company to OIL for fulfilling the obligation under the Agreement, along with the technical bid.

In the situation mentioned in **Clause No. 3.0 above**, following conditions are required to be fulfilled/documents to be submitted:

- i. Undertaking should be submitted by the supporting company to provide additional Performance Security (as per format and instructions enclosed as **Proforma-XIX**) 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.
- ii. Undertaking from the supporting company shall be submitted to the effect that, in addition to invoking the performance security submitted by the contractor, the additional performance security provided by supporting company shall be invoked by OIL due to non-performance of the contractor.
- iii. A certificate from the Statutory Auditor of the bidding company to establish the relationship and equity percentage holding between bidding company and the supporting company. The certificate should be duly concurred/endorsed by the Company Secretary or one of the Directors of the company concerned.

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

- iv. The supporting company shall not be allowed to submit their separate/independent bid against the tender. In such case, all such bids shall be rejected. Also, bids having technical support from the same entity shall be rejected.
- v. Bidders quoting under the category as mentioned under Clause no. 3.0 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-XX** in this respect to be submitted with Un-Priced Techno-Commercial bid.

#### **4.0 HUMAN RESOURCES FOR SYSTEM SUPPORT SERVICES**

The bidder shall submit an undertaking regarding deployment of minimum two 'Service Engineers' as per Clause No. 3.8 of SOW, along with the bid confirming the same. The service engineers must have an experience of at least 01 (one) year in providing support to 'Microsoft Active Directory' infrastructure on Windows 2012 R2/2019/2022 AD. The Curriculum Vitae (CV) of the proposed Engineers must be submitted as per **Annexure-I** along with their offer containing the following information:

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

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. 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.

#### **5.0 FINANCIAL CRITERIA:**

- 5.1 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. 12,32,000.00 (Rupees Twelve Lakh Thirty-Two Thousand) only.**
- 5.2 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'.

5.3 In case the bidder is a subsidiary company (should be a subsidiary of the parent/ultimate parent/holding 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) Annual Financial Turnover of the supporting company shall be as per clause no. 5.1 above.
- (ii) Net worth of the supporting company should be positive for the accounting year preceding the original bid closing date as per Clause 5.2 above.
- (iii) **Corporate Guarantee** (as per format enclosed as **Proforma-XVI**) 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.
- (iv) A certificate from the statutory Auditor of the bidding company as well as of the parent/ultimate/holding parent company (supporting company) to establish the relationship and equity percentage holding between bidding company and the supporting company. The certificates should be duly certified by the Company Secretary or one of the Directors of the company concerned.
- (v) The above certificate should not be more than 30 days old as on the original bid closing date.

**Notes to BEC Clause No. 5.0 above:**

- a. For proof of Annual Turnover & Net worth, any one of the following documents/photocopies must be submitted along with the bid:
  - (i) Audited Balance Sheet along with Profit & Loss account.
  - OR
  - (ii) A certificate issued by a practicing Chartered/Cost Accountant (with Membership Number and Firm Registration Number), as per format prescribed in **PROFORMA-IX**.

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 5.1 & 5.2.

**6.0 COMMERCIAL EVALUATION CRITERIA:**

- 6.1 The bids are to be submitted in Composite 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. Only the Price Bid should contain the quoted price.
- 6.2 **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.]**

**Note: Supplementing the quoted “OFFER PRICE” the price bid to be filled up and submitted accordingly i.e., by matching their total price including GST to the “OFFER PRICE” mentioned in the GeM Portal.**

- 6.3 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.
- 6.4 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.
- 6.5 **EMD/Bid Security:** Bid Security in original shall be furnished as a part of the Technical 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.**

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

- 6.6 Any bid received in the form of Physical document/Telex/Cable/Fax/E-mail shall not be accepted.
- 6.7 Bids shall be typed or written in indelible ink.
- 6.8 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.
- 6.9 Any bid containing false statement shall be rejected and action shall be taken by Company as per Bid Document.
- 6.10 Bidder must accept and comply with the following provisions as given in the Tender Document in toto, failing which offer will be rejected:
- (i) Firm price
  - (ii) Bid Securing Declaration
  - (iii) Period of validity of Bid
  - (iv) Price Schedule

- (v) Performance Bank Guarantee/Security deposit
- (vi) Delivery/Completion Schedule
- (vii) Scope of work
- (viii) Guarantee of material/work
- (ix) Liquidated Damages clause
- (x) Tax liabilities
- (xi) Arbitration/Resolution of Dispute Clause
- (xii) Force Majeure
- (xiii) Applicable Laws
- (xiv) Specifications
- (xv) Integrity Pact

- 6.11 There should not be any indication of price in the Un-priced Techno-Commercial Bid. A bid will be straightway rejected if this is given in the Un-priced Techno-Commercial Bid.
- 6.12 Bid received with validity of offer less than 90 (Ninety) days from bid opening date shall be rejected.
- 6.13 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.

**7.0 PRICE EVALUATION CRITERIA:**

- 7.1 Price bid shall be opened along with the technical bid on the bid opening date.
- 7.2 The quantities shown against each item in the "Price Bid Format" shall be considered for the purpose of Bid Evaluation. 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 shall be paid on the basis of the actual number of days/parameters, as the case may be.
- 7.3 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.
- 7.4 The bidders are advised not to offer any discount/rebate separately and to offer their prices in the Price Bid Format after considering discount/rebate, if any.
- 7.5 The inter-se-ranking of the techno-commercially qualified bidders shall be determined on overall lowest cost basis (L-1 offer) i.e., considering the total quoted

price inclusive of all liabilities and GST (CGST & SGST/UTGST or IGST) as mentioned in the GeM portal.

- 7.6 In case of identical overall lowest offered rate by more than 01 (one) bidder, the selection shall be made in accordance with GeM GTC.
- 7.7 Conditional and unsolicited discount shall 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.
- 7.8 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.

- 7.9 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.
- 7.10 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.
- 7.11 Price Bid uploaded without giving any details of the taxes (Including rates and amounts) shall be considered as inclusive of all taxes including GST.
- 7.12 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.

## **8.0 GENERAL:**

- 8.1 In case bidder takes exception to any clause of bidding document not covered under BEC/BRC, then the Company has the discretion to load or reject the offer on account of such exception if the bidder does not withdraw/modify the deviation when/as advised by company. The loading so done by the company will be final and binding on the bidders. No deviation will however be accepted in the clauses covered under BEC/BRC.
- 8.2 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.

- 8.3 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.

- 8.4 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/BRC also and such clarifications fulfilling the BEC/BRC clauses in toto must be received on or before the deadline given by the company, failing which the offer will be evaluated based on the submission. However, mere submission of such clarification shall not make the offer responsive, unless company is satisfied with the substantial responsiveness of the offer.

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

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

- 8.5 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.

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

**9.0 PURCHASE PREFERENCE CLAUSE:**

- 9.1 **PURCHASE PREFERENCE TO MSE BIDDERS:** Purchase Preference to Micro and Small Enterprises is applicable for this tender.

- 9.1.1 **Documentation required to be submitted by MSEs:** Categorization and various criteria applicable to MSE bidders shall be guided by the Gazette Notification No. **CG-DL-E-26062020-220191 dated 26.06.2020** and Amendment vide Gazette Notification no. **CG-DL-E-16062021-227649 dated 16.06.2021** and **No. CG-DL-E-19012022-232763 dated 19.01.2022** and **CG-DL-E-06052022-235600 dated 06.05.2022** issued by MINISTRY OF MICRO, SMALL AND MEDIUM ENTERPRISES, and any amendment thereof.

The bidder claiming the MSE status (MSE-General, MSE-SC/ST, MSE-Woman) against this tender has to submit Udyam Registration Number with Udyam Registration Certificate along with the technical bid for availing the benefits applicable to MSEs.

**Note:** In case bidding MSE is owned by Schedule Caste or Schedule Tribe or Woman entrepreneur, valid documentary evidence issued by the agency who has registered the bidder as MSE owned by SC/ST/Woman entrepreneur should also be enclosed.

9.2 Single contract shall be awarded for the entire scope of work under this tender subject to concurrent application of Public Procurement Policy for MSE Order 2012 as per **Order No. F.1/4/2021-PPD dated 18.05.2023** issued by Public Procurement Division, Department of Expenditure, Ministry of Finance, Govt. of India and any subsequent amendment thereto.

**10.0 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.

**11.0 CHECKLIST FOR BEC-BRC:** Enclosed as BEC/BRC 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 PQC/BEC/BRC*

**FORMAT OF AGREEMENT BETWEEN BIDDER AND THEIR PARENT COMPANY/  
SUBSIDIARY COMPANY *(As the case may be)***

**(TO BE EXECUTED ON STAMP PAPER OF REQUISITE VALUE AND NOTORISED)**

This agreement made this \_\_\_ day of \_\_\_ month \_\_\_ year by and between M/s \_\_\_\_\_ (Fill in the 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 (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/wholly owned **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

**Witness:**

2. Signature  
Full Name  
Address

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

Signature \_\_\_\_\_

Name

Designation

Common seal of the Company

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

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

WHEREAS \_\_\_\_\_ (Name and address of Contractor) (hereinafter called "Contractor", which expression shall, unless repugnant to the context or meaning thereof include all its successors, administrators, executors and assignees) had undertaken, in pursuance of Contract No. \_\_\_\_\_ to execute -----(Brief Description of the Work) (hereinafter called "the Contract").

Further, M/s \_\_\_\_\_ (Name of the ultimate parent) having its registered/head office at \_\_\_\_\_ is the **"Ultimate Parent"** of **"Supporting Company"** M/s.....(Name of the supporting company with address)/M/s.....(Name of the Contractor with address, in case experience is taken from the ultimate parent) (hereinafter referred to as the 'SUPPORTING COMPANY'/ "ULTIMATE PARENT", which expression shall, unless repugnant to the context or meaning thereof include all its successors, administrators, executors and assignees). Based on the experience/technical strength of the **"Supporting Company"/ "Ultimate Parent"** (whichever is applicable), the CONTRACTOR has qualified for award of contract and has agreed to provide complete technical and other support to the CONTRACTOR for successful completion of the contract as mentioned above, entered between OIL and the CONTRACTOR and OIL having agreed that the **"ULTIMATE PARENT/SUPPORTING COMPANY"**, shall furnish to OIL a performance guarantee for Indian Rupees ..... 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 must ensure the following:

(a) The Bank Guarantee issued by the bank must be routed through SFMS platform as per the following details:

- i) "MT 760 / MT 760 COV for issuance of bank guarantee.
- ii) "MT 760 / MT 767 COV for amendment of bank guarantee.

The above message/intimation indicating the Contract No.-----shall be sent through SFMS by the BG issuing bank branch to HDFC Bank, Duliajan Branch; IFS Code – HDFC0002118; SWIFT Code – HDFCINBBCAL; Branch Address: HDFC Bank Limited,

Duliajan Branch, Utopia Complex, BOC Gate, Jayanagar, Duliajan, Dibrugarh, PIN – 786602.

(b) Bank Guarantee issued by a Scheduled Bank in India at the request of some other Non-Scheduled Bank of India shall not be acceptable.

(c) Further correspondence against BG towards Performance Security must contain the Contract Number.

**FORMAT OF UNDERTAKING BY BIDDERS QUOTED UNDER BID SUBMITTED ON THE BASIS OF THE TECHNICAL EXPERIENCE OF THE PARENT/SUBSIDIARY COMPANY**

(To be typed on the letter head of the bidder)

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

Date \_\_\_\_\_

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

**Sub:** Undertaking to provide the respective services with Key Personnel as quoted under the categories as mentioned under Clause nos. 3.3 (A) and 3.3 (B) of BEC.

Sir,

With reference to our quotation against your above-referred tender, M/s.....(Parent/Subsidiary Company) hereby undertake that we will provide the respective services as quoted under the categories as mentioned under Clause nos. 3.0 of BEC/BRC should provide the respective services including key personnel for a minimum duration of 50% of the contract period during execution of the contract.

We also agree that, in case any deviation from above statement during the contract period and execution of the contract, OIL has right to reject this contract at any stage including forfeiture of EMD and/or PBG and/or cancel the award of contract and/or carry out any other penal action on us, as deemed fit.

Yours faithfully,  
For (type name of the firm here)  
Signature of Authorised Signatory  
Name:  
Designation:  
Phone No.  
Place:  
Date:

(Affix Seal of the Organization here, if applicable)

**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 wholly owned 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.

**•TECHNICAL EVALUATION SHEET FOR BEC (CHECKLIST FOR BEC/BRC REVISED)**

**Bidder's Name:** \_\_\_\_\_

Sl. No.	Clause No. of BEC/BRC	Description	Compliance		Bidder to indicate Relevant Page No. of their Bid to support the remarks/ compliance
			Yes	No	
1	1.0	<p><b><u>VITAL CRITERIA FOR BID ACCEPTANCE:</u></b></p> <p>The bid shall conform generally to the specifications and terms and conditions given in this bid document. Bids shall be rejected in case the services offered do not conform to required parameters stipulated in the technical specifications. Notwithstanding the general conformity of the bids to the stipulated specifications, the following requirements shall have to be particularly met by the bidders without which the same shall be considered as non-responsive and rejected. All the documents related to BEC must be submitted along with the techno-commercial Bid.</p>			
2	2.0	<p><b><u>TECHNICAL CRITERIA:</u></b></p> <p>Bidder must have experience of successfully providing support for operational and security activities related to on-premises or cloud-based Active Directory of minimum value of <b>Rs. 20,53,000.00 (Rupees Twenty Lakh Fifty-Three Thousand only)</b>, in previous 07 (seven) years reckoned from the original bid closing date with PSUs/Central</p>			

		Government/State Government Organization/Public Limited Company, in India.			
3		<p><b>Notes to BEC Clause 2.0 above:</b></p> <p><b>A.</b> For proof of requisite experience (refer Clause No. 2.0 above), the following documents/photocopy (self-attested/attested) must be submitted along with the bid:</p> <p>i) Contract document/LOI/LOA/WO showing details of work,</p> <p style="text-align: center;">AND</p> <p>ii) Job Completion Certificate showing:</p> <p>a) Gross value of job done</p> <p>b) Nature of jobs done and Work Order No./Contract No.</p> <p>c) Contract period and date of completion</p> <p style="text-align: center;">OR</p> <p>SES (Service Entry Sheet)/Certificate of Payment (COP) issued by the company indicating the following:</p> <p>a) Work Order No./Contract No.</p> <p>b) Gross value of jobs done.</p> <p>c) Period of service</p> <p>d) Nature of service</p> <p><b>B)</b> Only Letter of Intent (LOI)/Letter of Award (LOA) and/or Work</p>			

		<p>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.</p> <p><b>C)</b> 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. 2.0 shall only be treated as acceptable experience.</p> <p><b>D)</b> Following work experience shall also be taken into consideration:</p> <p><b>(a)</b> If the prospective bidder is executing a contract in which work (as mentioned under Clause No. 2.0) 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.</p> <p><b>(b)</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 07 (seven) years reckoned from the original bid closing date.</p> <p><b>(c)</b> If the prospective bidder has executed a contract in which work (as mentioned under Clause No. 2.0) is a component of the contract.</p> <ul style="list-style-type: none"> <li>• In case the document submitted as per <b>Para (A)</b> above are not sufficient to establish the value/period of the work</li> </ul>			
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		<p>experience against <b>Para D</b>, above, the bidder shall also have to submit the breakup of the works executed under such contract(s) clearly indicating the quantity/period of work (as mentioned under Clause No. 2.0) which should be certified by the end user.</p> <p><b>E)</b> Experience of executing work (as mentioned under Clause No. 2.0) through ‘sub-contracting’ shall not be considered for evaluation.</p> <p><b>F)</b> Work executed (as mentioned under Clause No. 2.0) by a bidder for its own organization/subsidiary cannot be considered as experience for the purpose of meeting BEC.</p> <p><b>G)</b> Bid will be rejected if not accompanied with adequate documentary proof in support of Work experience as mentioned in Para 1.1.</p> <p><b>H)</b> Bidders submitting their bid based on the experience of their Technical Collaborator/Joint Venture/Parent/Subsidiary/Co subsidiary/Sister Subsidiary/MOU with another party shall not be considered. Bids from ‘Consortium of Companies’, Joint Venture shall also not be considered.</p>			
4	3.0	<p><b><u>ELIGIBILITY CRITERIA IN CASE BIDS ARE SUBMITTED ON THE BASIS OF TECHNICAL EXPERIENCE OF THE PARENT/SUBSIDIARY COMPANY:</u></b></p> <p>Offers of those bidders who themselves do not meet the experience criteria as stipulated in <b>Clause No. 2.0 above</b> can also be considered, provided the bidder is a wholly owned subsidiary company of the parent</p>			

	<p>company [supporting company] who meets the requisite experience criteria or parent company can also be considered on the strength of its wholly owned subsidiary [supporting company] who meets the requisite experience criteria. However, the parent/subsidiary company of the bidder should on its own meet the experience as stipulated in the BEC and should not rely for meeting the experience criteria on its sister subsidiary/co-subsidiary company or through any other arrangement like Technical Collaboration agreement.</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 an Parent/Subsidiary Agreement (<b>Proforma-XVII</b>) between the parent and the subsidiary company or vice-versa and Parent/Subsidiary Guarantee (<b>Proforma-XVIII</b>) from the parent/subsidiary company to OIL for fulfilling the obligation under the Agreement, along with the technical bid.</p> <p>In the situation mentioned in <b>Clause No. 3.0 above</b>, following conditions are required to be fulfilled/documents to be submitted:</p> <ol style="list-style-type: none"><li>i. Undertaking should be submitted by the supporting company to provide additional Performance Security (as per format and instructions enclosed as <b>Proforma-XIX</b>) 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.</li><li>ii. Undertaking from the supporting company shall be submitted to the effect that, in addition to invoking the performance security</li></ol>			
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		<p>submitted by the contractor, the additional performance security provided by supporting company shall be invoked by OIL due to non-performance of the contractor.</p> <p>iii. A certificate from the Statutory Auditor of the bidding company to establish the relationship and equity percentage holding between bidding company and the supporting company. The certificate should be duly concurred/endorsed by the Company Secretary or one of the Directors of the company concerned.</p> <p>The above certificate should not be more than 30 days old as on the original bid closing date.</p> <p>iv. The supporting company shall not be allowed to submit their separate/independent bid against the tender. In such case, all such bids shall be rejected. Also, bids having technical support from the same entity shall be rejected.</p> <p>v. Bidders quoting under the category as mentioned under Clause no. 3.0 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 <b>PROFORMA-XX</b> in this respect to be submitted with Un-Priced Techno-Commercial bid.</p>			
5	4.0	<p><b><u>HUMAN RESOURCES FOR SYSTEM SUPPORT SERVICES</u></b></p> <p>The bidder shall submit an undertaking regarding deployment of minimum two ‘Service Engineers’ as per Clause No. 3.8 of SOW, along with the bid confirming the same. The service engineers must have an experience of at least 01 (one) year in providing support to ‘Microsoft Active Directory’ infrastructure on Windows 2012 R2/2019/2022 AD.</p>			

		<p>The Curriculum Vitae (CV) of the proposed Engineers must be submitted as per <b>Annexure-I</b> along with their offer containing the following information:</p> <ul style="list-style-type: none"> <li>• Employee ID</li> <li>• Date of Birth</li> <li>• Educational Qualification</li> <li>• Experience</li> <li>• Industry Certificate with Number/ID</li> </ul> <p>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. 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.</p>			
6	5.0	<p>5.1 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 <b>Rs. 12,32,000.00 (Rupees Twelve Lakh Thirty-Two Thousand) only.</b></p> <p>5.2 Net worth of the bidder must be Positive for the preceding financial/accounting year.</p> <p><u>Note:</u></p> <p>i. Annual Financial Turnover of the bidder from operations shall</p>			

		<p>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).</p> <p>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'.</p> <p>5.3 In case the bidder is a subsidiary company (should be a subsidiary of the parent/ultimate parent/holding 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> <p>(i) Annual Financial Turnover of the supporting company shall be as per clause no. 5.1 above.</p> <p>(ii) Net worth of the supporting company should be positive for the accounting year preceding the original bid closing date as per Clause 5.2 above.</p> <p>(iii) <b>Corporate Guarantee</b> (as per format enclosed as <b>Proforma-XVI</b>) 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</p>			
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		<p>executing the project/job in case the same is awarded to them.</p> <p>(iv) A certificate from the statutory Auditor of the bidding company as well as of the parent/ultimate/holding parent company (supporting company) to establish the relationship and equity percentage holding between bidding company and the supporting company. The certificates should be duly certified by the Company Secretary or one of the Directors of the company concerned.</p> <p>(v) The above certificate should not be more than 30 days old as on the original bid closing date.</p>			
7		<p><b><u>Notes to BEC Clause No. 5.0 above:</u></b></p> <p>a. For proof of Annual Turnover &amp; Net worth, any one of the following documents/photocopies must be submitted along with the bid:</p> <p>(i) Audited Balance Sheet along with Profit &amp; Loss account. OR</p> <p>(ii) A certificate issued by a practicing Chartered/Cost Accountant (with Membership Number and Firm Registration Number), as per format prescribed in <b>PROFORMA-IX.</b></p> <p>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.</p> <p>b. Considering the time required for preparation of Financial</p>			

		<p>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 <b>PROFORMA-X</b>.</p> <p>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.</p> <p>d. In case the bidder is a Government Department, they are exempted from submission of document mentioned under para <b>a.</b> and <b>b.</b> above.</p> <p>e. Bid shall be rejected if not accompanied with adequate documentary proof in support of Annual turnover and Net worth as mentioned in Para 5.1 &amp; 5.2.</p>			
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8	6.0	<p><b><u>COMMERCIAL EVALUATION CRITERIA:</u></b></p> <p>6.1 The bids are to be submitted in Composite 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 &amp; technical credentials of the bidder and any other document as asked for in the bid document. Only the Price Bid should contain the quoted price.</p> <p>6.2 <b>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.]</b></p> <p><b>Note: Supplementing the quoted “OFFER PRICE” the price bid to be filled up and submitted accordingly i.e., by matching their total price including GST to the “OFFER PRICE” mentioned in the GeM Portal.</b></p> <p>6.3 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</p>			
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		<p>basis of the actual Quantity consumed, as the case may be.</p> <p>6.4 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.</p> <p>6.5 <b>EMD/Bid Security:</b> Bid Security in original shall be furnished as a part of the Technical Bid and shall reach the office of the CGM-Contracts, OIL, FHQ at Duliajan on or before <b>14:15 Hrs (IST)</b> 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 <b>“FORWARDING LETTER”</b> of the tender. Bid without proper &amp; valid bid security shall be rejected.</p> <p><b>Note:</b> For detailed procedure for submission of bid security and rejection criteria, please refer to <b>Clause No. 12.0 of ITB</b>. For exemption from submission of bid security shall be governed by GeM GTC.</p> <p>6.6 Any bid received in the form of Physical document/Telex/Cable/Fax/E-mail shall not be accepted.</p> <p>6.7 Bids shall be typed or written in indelible ink.</p> <p>6.8 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</p>			
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		<p>signatory. However, white fluid should not be used for making corrections. Any bid not meeting this requirement shall be rejected.</p> <p>6.9 Any bid containing false statement shall be rejected and action shall be taken by Company as per Bid Document.</p> <p>6.10 Bidder must accept and comply with the following provisions as given in the Tender Document in toto, failing which offer will be rejected:</p> <ul style="list-style-type: none"> <li>(i) Firm price</li> <li>(ii) Bid Securing Declaration</li> <li>(iii) Period of validity of Bid</li> <li>(iv) Price Schedule</li> <li>(v) Performance Bank Guarantee/Security deposit</li> <li>(vi) Delivery/Completion Schedule</li> <li>(vii) Scope of work</li> <li>(viii) Guarantee of material/work</li> <li>(ix) Liquidated Damages clause</li> <li>(x) Tax liabilities</li> <li>(xi) Arbitration/Resolution of Dispute Clause</li> <li>(xii) Force Majeure</li> <li>(xiii) Applicable Laws</li> <li>(xiv) Specifications</li> <li>(xv) Integrity Pact</li> </ul> <p>6.11 There should not be any indication of price in the Un-priced Techno-Commercial Bid. A bid will be straightway rejected if this is given in the Un-priced Techno-Commercial Bid.</p>			
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		<p>6.12 Bid received with validity of offer less than 90 (Ninety) days from bid opening date shall be rejected.</p> <p>6.13 The Integrity Pact is applicable against this tender. OIL shall be entering into an Integrity Pact with the bidders as per format enclosed vide “<b>Integrity Pact</b>” 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.</p>			
9	7.0	<p><b><u>PRICE EVALUATION CRITERIA:</u></b></p> <p>7.1 Price bid shall be opened along with the technical bid on the bid opening date.</p> <p>7.2 The quantities shown against each item in the "Price Bid Format" shall be considered for the purpose of Bid Evaluation. 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 shall be paid on the basis of the actual number of days/parameters, as the case may be.</p> <p>7.3 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</p>			

		<p>considered as inclusive in the total offered price.</p> <p>7.4 The bidders are advised not to offer any discount/rebate separately and to offer their prices in the Price Bid Format after considering discount/rebate, if any.</p> <p>7.5 The inter-se-ranking of the techno-commercially qualified bidders shall be determined on overall lowest cost basis (L-1 offer) i.e., considering the total quoted price inclusive of all liabilities and GST (CGST &amp; SGST/UTGST or IGST) as mentioned in the GeM portal.</p> <p>7.6 In case of identical overall lowest offered rate by more than 01 (one) bidder, the selection shall be made in accordance with GeM GTC.</p> <p>7.7 Conditional and unsolicited discount shall 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.</p> <p>7.8 OIL shall prefer to deal with registered bidder under GST. Therefore, bidders are requested to get themselves registered under GST, if not registered yet.</p> <p>However, in case any unregistered bidder is submitting their bid, their prices will be loaded with applicable GST while evaluation of bid.</p> <p>7.9 When a bidder mentions taxes as extra without specifying the</p>			
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		<p>rates &amp; 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.</p> <p>7.10 Input Tax Credit on GST (Goods &amp; Service Tax) for this service is NOT available to OIL &amp; the bids will be evaluated based on total price including GST.</p> <p>7.11 Price Bid uploaded without giving any details of the taxes (Including rates and amounts) shall be considered as inclusive of all taxes including GST.</p> <p>7.12 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.</p>			
10	<b>8.0</b>	<p><b><u>GENERAL:</u></b></p> <p>8.1 In case bidder takes exception to any clause of bidding document not covered under BEC/BRC, then the Company has the discretion to load or reject the offer on account of such exception if the bidder does not withdraw/modify the deviation when/as advised by company. The loading so done by the company will be</p>			

		<p>final and binding on the bidders. No deviation will however be accepted in the clauses covered under BEC/BRC.</p> <p>8.2 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.</p> <p>8.3 Bidder must have P.F. &amp; ESIC Registration. Documentary evidence for the same should be submitted along with technical bid.</p> <p style="text-align: center;">OR</p> <p>In case bidder doesn't have P.F. &amp; 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.</p> <p>8.4 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/BRC also and such clarifications fulfilling the BEC/BRC clauses in toto must be received on or before the deadline given by the company, failing which the offer will be evaluated based on the submission. However, mere submission of such clarification shall not make</p>			
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		<p>the offer responsive, unless company is satisfied with the substantial responsiveness of the offer.</p> <p>8.5 If any of the clauses in the BEC/BRC contradict with other clauses of bidding document elsewhere, the clauses in the BEC/BRC shall prevail.</p> <p>8.6 Bidder(s) must note that requisite information(s)/financial values etc. as required in the BEC/BRC &amp; Tender are clearly understandable from the supporting documents submitted by the Bidder(s); otherwise, Bids shall be rejected.</p> <p>8.5 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.</p> <p>8.7 The originals of such documents [furnished by bidder(s)] shall have to be produced by bidder(s) to OIL as and when asked for.</p>			
11	9.0	<p><b><u>PURCHASE PREFERENCE CLAUSE:</u></b></p> <p>9.1 <b><u>PURCHASE PREFERENCE TO MSE BIDDERS:</u></b> Purchase Preference to Micro and Small Enterprises is applicable for this tender.</p> <p>9.1.1 <b><u>Documentation required to be submitted by MSEs:</u></b> Categorization and various criteria applicable to MSE bidders shall be guided by the Gazette Notification No. <b>CG-DL-E-26062020-220191 dated 26.06.2020</b> and Amendment vide Gazette Notification no. <b>CG-DL-E-16062021-227649 dated 16.06.2021</b> and No. <b>CG-DL-E-19012022-232763 dated</b></p>			

		<p><b>19.01.2022</b> and <b>CG-DL-E-06052022-235600</b> <b>dated 06.05.2022</b> issued by MINISTRY OF MICRO, SMALL AND MEDIUM ENTERPRISES, and any amendment thereof.</p> <p>The bidder claiming the MSE status (MSE-General, MSE-SC/ST, MSE-Woman) against this tender has to submit Udyam Registration Number with Udyam Registration Certificate along with the technical bid for availing the benefits applicable to MSEs.</p> <p><b>Note:</b> In case bidding MSE is owned by Schedule Caste or Schedule Tribe or Woman entrepreneur, valid documentary evidence issued by the agency who has registered the bidder as MSE owned by SC/ST/Woman entrepreneur should also be enclosed.</p> <p>9.2 Single contract shall be awarded for the entire scope of work under this tender subject to concurrent application of Public Procurement Policy for MSE Order 2012 as per <b>Order No. F.1/4/2021-PPD dated 18.05.2023</b> issued by Public Procurement Division, Department of Expenditure, Ministry of Finance, Govt. of India and any subsequent amendment thereto.</p>			
12	<b>10.0</b>	<p><b>COMPLIANCE OF THE COMPETITION ACT, 2002:</b> 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.</p>			