

CORRIGENDUM-4

GeM Tender No. GEM/2023/B/3791672

This **Corrigendum No. 4** dated 28.09.2023 to GeM Tender No. GEM/2023/B/3791672 for “**Hiring of Services for Establishing and Maintaining Cyber Security Operations Centre (CSOC) for OIL.**” is issued to amend the following:

(i) Incorporation/amendment of the following Clauses in PQC/BEC-BRC of the subject tender:

Sl. No.	Clause Ref. in the PQC/BEC-BRC of the tender	Existing Clause	Clause Description
1.	PQC Clause No.2.2.3 under Financial Criteria 2.2 (newly incorporated)	-	<p>2.2.3 In case, the bidder is a subsidiary company (should be a wholly owned 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 and the following needs to be complied/submitted:</p> <p>(i) The parent/ ultimate parent / holding company (supporting company) should meet the Financial Evaluation Criteria stipulated in Clause Nos. 2.2.1 & 2.2.2 above.</p> <p>(ii) Corporate Guarantee (as per Proforma-T) 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, and</p> <p>(iii) A certificate from the statutory Auditor of the bidding company as well as of the parent/ ultimate/ holding parent company (supporting</p>

			<p>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>Note: The above certificate should not be more than 30 days old as on the original bid closing date.</p>
2.	PQC Clause No.6.1 under PURCHASE PREFERENCE CLAUSE (6.0):	<p><u>6.1 PURCHASE PREFERENCE TO MSE BIDDERS:</u> <u>Purchase</u> Preference to Micro and Small Enterprises is applicable for this tender. 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 as amended time to time) issued by MINISTRY OF MICRO, SMALL AND MEDIUM ENTERPRISES. 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</p>	<p><u>6.1 PURCHASE PREFERENCE TO MSE BIDDERS:</u> Purchase Preference to Micro and Small Enterprises is applicable for this tender.</p> <p>6.1.1 Provisions such as seeking support from another company by way Parent/Subsidiary/Sister Subsidiary/Co Subsidiary Company's experience etc., wherever allowed in the tender document shall be available to all interested bidders including MSEs. In those scenarios, MSEs quoting on the strength of Parent/Subsidiary/Sister Subsidiary/Co Subsidiary (whichever applicable) will be eligible for the benefits reserved for MSEs. In those scenarios, MSEs quoting on the strength of Parent/Subsidiary/Sister-Subsidiary/Co-Subsidiary (whichever applicable) will be eligible for the benefits reserved for MSEs provided the supporting company for technical and financial strength is/are also a MSE(s).</p> <p><u>6.1.2 Documentation required to be submitted by MSEs:</u> 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 as amended time to time) issued by MINISTRY OF MICRO, SMALL AND MEDIUM ENTERPRISES. The bidder claiming the MSE status</p>

		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.	(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.
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Note: Relevant additional PROFORMAS have been enclosed herewith.

(ii) Modified BEC-BRC/PQC is enclosed herewith as **ANNEXURE-AA**.

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

SR. OFFICER – CONTRACTS (S)

PRE QUALIFICATION CRITERIA (PQC)

BID EVALUATION CRITERIA (BEC)/BID REJECTION CRITERIA (BRC)

1.0 GENERAL CONFORMITY:

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

1.1 ELIGIBILITY CRITERIA:

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

Regarding calculation of local content and submission of documents during bidding & execution of contracts, provision of Purchase preference under Public Procurement (Preference to Make in India) Order, 2017 of Department for Promotion of Industry and Internal Trade (DPIIT), Govt. of India and as amended time to time with modifications as notified vide MoPNG Order No. FP-20013/2/2017-FP-PNG-Part (4) (E-41432) dated 26th April 2022 (including subsequent amendments thereof, if any) shall be applicable.

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 PPP-MII benefit against this tender, it is mandatory for them to meet the following at the bidding stage:

(a) Without specifying the unit rates and bid amount in the technical bid, the bidder must specify the **percentage (%) of local content** in their bid as per format prescribed in **PROFORMA-XVI (duly signed & sealed by the Power of Attorney holder)**, without which the bid may be rejected being non-compliant. Such undertaking shall become a part of the contract, if awarded.

(b) The aforesaid undertaking of the bidder shall also be supported by a certificate from the statutory auditor or cost auditor of the company (in case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of other than companies) giving the percentage of local content.

(c) Alongwith the technical bid, bidder must submit a copy of their Certificate of Incorporation/Registration or any other valid document(s) which substantially establishes its constitution in India.

2.0 TECHNICAL EVALUATION CRITERIA:

2.1 TECHNICAL REQUIREMENTS:

2.1.1 Bidder must have experience of successfully completing at least one **SIMILAR work** of value **Rs. 3,63,50,100.00 (Rupees Three Crore Sixty-Three Lakh Fifty Thousand One Hundred)** only in previous 07 (seven) years reckoned from the original bid closing date with PSUs / Central Government / State Government Organization / Public Limited Company.

2.1.2 The bidder must be Original Equipment Manufacturer (OEM) for the proposed SIEM (Security Information and Event Management) solution . They must submit a self-certified document in support of the same.

OR

The bidder must be Authorized Business partner/Authorized dealer/Authorized system integrators of OEM for the proposed SIEM solution. If the bidder is authorized Business partner or authorized dealer/authorized system integrators of OEM, such bidders shall also submit a certificate as per the enclosed format as **ANNEXURE-C** issued by the OEM authorising them to participate in the Tender. Any bid not meeting this requirement shall be straightway rejected

2.1.3 The bidder must have minimum two (02) customers (PSUs / Central Government / State Government Organization / Public Limited Company only) to whom they are currently providing managed SOC services using the proposed SIEM solution leveraging common data lake (Security Data Lake) and machine learning for at least one year reckoned from the original bid closing date of this tender.

In support of substantiating the above experience, the bidder must submit copies of relevant pages of the Contract(s) executed showing detailed address(es) of client(s), scope of work along with any of the following documentary evidence to substantiate the above-mentioned experience:

- (i) Job Execution certificate(s) issued by the client(s) (OR)
- (ii) Certificate(s) of Payment issued/acknowledged by the client(s) (OR)
- (iii) Any other document(s) issued by client which substantiate the aforesaid experience criteria as defined above in PQC Clause No. 2.1.3.

2.1.4 The bidder must be operating SOC in India for at least last 5 years reckoned from the original bid closing date of this tender with minimum EPS handling of 1000 EPS.

In support of substantiating the above experience, the bidder must submit copies of relevant pages of the Contract(s) executed showing detailed address(es) of client(s), scope of work along with any of the following documentary evidence to substantiate the above-mentioned experience:

- (i) Completion certificate(s) issued by the client(s) (OR)
- (ii) Certificate(s) of Payment issued/acknowledged by the client(s) (OR)
- (iii) Any other document(s) which substantiate the aforesaid experience criteria as defined above in PQC Clause No. 2.1.4.

2.1.5 The bidder must furnish documentation/declaration from respective OEMs of SIEM (Security Information and Event Management), SOAR (Security Automation, Orchestration, and Response) regarding duration of operation and number of implementations in India substantiating the following conditions:

- (a) The proposed SIEM solution must be operational in at least ten SOC implementations in India for the last 5 years reckoned from the original bid closing date of this tender.
- (b) The proposed SOAR solution must be operational in at least five SOC implementations in India for the last 2 years reckoned from the original bid closing date of this tender.

2.1.6 The bidder must furnish detailed technical BOM (Bill of Materials) for the CSOC solution along with product and OEM name.

2.1.7 The bidder must be ISO 27001:2013 (or later), ISO 20000-1:2011 (or later) and SOC 2 Type1/Type 2 certified and shall have to furnish copies of the same.

2.1.8 The bidder must submit the following documents:

- (a) Non-Disclosure Agreement (NDA) enclosed herewith as **Annexure-A**
- (b) Contractor's Response Sheet enclosed herewith as **Annexure-B**
- (c) Approach Paper on setting up the CSOC solution for OIL as per Clause No. 6.0 (xv) of SCC of the tender.
- (d) Location address, contact person name/email/phone number for DC and DR locations of SOC on company's letterhead, duly signed by authorized signatory/ Company Secretary.
- (e) An Undertaking on company's letterhead, duly signed by authorized signatory/ Company Secretary stating that **their data shall never move outside India for any purpose.**
- (f) **Location address for OFFSITE DC & DR for compute infrastructure of CSOC solution hosted by a MeitY empanelled Cloud Service Provider on company's letterhead, duly signed by authorized signatory/ Company Secretary.**

Notes to Clause 2.1.1 above:

A. **"SIMILAR Work"** mentioned above means, ***'Experience in successful completion of establishing and operating Cybersecurity Operations Center (CSOC).'***

B. For proof of requisite Experience (refer **Clause No. 2.1.1**), the following documents / photocopy (self-attested / attested) must be submitted along with the bid:

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

AND

- (b) Job Completion Certificate showing:

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

OR

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

- (i) Work order no. / Contract no.
- (ii) Gross value of jobs done
- (iii) Period of Service
- (iv) Nature of Service

C. Only Letter of Intent (LOI) / Letter of Award (LOA) and/ or Work Order(s), Job Completion certificate are not acceptable as evidence of experience. However, if Letter of Intent (LOI) / Letter of Award (LOA) and/ or Work Order(s) are issued from OIL, then the same will be considered as evidence subject to successful verification with OIL's own records of execution.

D. Mere award of contract(s) will not be counted towards experience. Successful completion of the awarded contract(s) to the extent of volume & value, as stipulated respectively under **Clause Nos. 2.1.1** will only be treated as acceptable experience.

E. Following work experience will also be taken into consideration:

(a) If the prospective bidder is executing similar work which is still running and the contract value/quantity 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 similar work is a component of the contract.

- In case the document submitted as per **Para B.** above are not sufficient to establish the value of the similar work against **Para E, (a), (b) & (c)** 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 SIMILAR work 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).

F. Experience of executing similar work through 'sub-contracting' shall not be considered for evaluation.

G. SIMILAR work executed by a bidder for its own organization / subsidiary cannot be considered as experience for the purpose of meeting BEC.

H. Bids submitted for part of the 'SIMILAR WORK' will be rejected.

I. Bid will be rejected if not accompanied with adequate documentary proof in support of Work experience as mentioned in **Para 2.1.1.**

J. Bidders submitting their bid based on the experience of their Joint Venture shall not be considered. Bids from 'Consortium of Companies' shall also not be considered.

2.2 FINANCIAL CRITERIA:

2.2.1 Annual Financial Turnover of the bidder in any of preceding 03 (three) financial / accounting years, reckoned from the original bid closing date should be at least **Rs. 3,63,50,100.00 (Rupees Three Crore Sixty-Three Lakh Fifty Thousand One Hundred)** only.

2.2.2 Net worth of bidder must be positive for preceding financial / accounting year.

Note:

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

2.2.3 In case, the bidder is a **subsidiary company** (should be a wholly owned 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 and the following needs to be complied/submitted:

- (i) The parent/ ultimate parent / holding company (supporting company) should meet the Financial Evaluation Criteria stipulated in Clause Nos. 2.2.1 & 2.2.2 above.

(ii) Corporate Guarantee (**as per Proforma-T**) 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, and

(iii) 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.

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

Notes to BEC Clause 2.2 above:

A. For proof of Annual Turnover & Net worth any one of the following document 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-VII**.

OR

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

*Note:

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

- In case the bidder is a Central Govt. organization / PSU / State Govt. organization / Semi-State Govt. Organization or any other Central / State Govt. Undertaking, where the auditor is appointed only after the approval of Comptroller and Auditor General of India and the Central Government, their certificates may be accepted even though FRN is not available. However, bidder to provide documentary evidences for the same.

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

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

3.0 Bids of those bidders who themselves do not meet the experience criteria as stipulated in Clause No. 2.1 of the tender, can also quote under the categories listed below:

(i) 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. 2.1 above can also be considered provided the bidder is a wholly owned subsidiary company of the parent company [supporting company] who meets experience criteria as stipulated in Clause no. 2.1 above or parent company can also be considered on the strength of its wholly owned subsidiary [supporting company] who meets experience criteria as stipulated in Clause no. 2.1 above. However, the parent/ subsidiary company (as the case may be) of the bidder must on its own meet the experience criteria as stipulated in the BEC and should not rely on its sister subsidiary/co-subsidary company or through any other arrangement like Technical Collaboration agreement etc. for meeting the experience criteria.

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

(ii) 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 2.1 above can also be considered based on the experience of their Sister Subsidiary/Co-Subsidiary company within the ultimate parent/holding company subject to meeting the following conditions:

- (a)** Provided that the sister subsidiary/co-subsidary company and the bidding company are both wholly owned subsidiaries of an ultimate parent/holding company either directly or through intermediate wholly owned subsidiaries of the ultimate parent/holding company or through any other wholly owned subsidiary company within the ultimate parent/holding company. Documentary evidence to this effect to be submitted by the ultimate parent/holding company along with the technical bid.

- (b) Provided that the sister subsidiary/co-subsidary company on its own meets the technical experience criteria laid down in Clause 2.1 above and not through any other arrangement like technical collaboration etc.
- (c) Provided that with a view to ensure commitment and involvement of the ultimate parent/holding company for successful execution of the contract, the participating bidder must submit an agreement, as per format furnished vide **Proforma-Q**, between them & their ultimate parent/holding company, along with the technical bid.

In the situations mentioned in Clause No. 3.0 (i) and 3.0 (ii) above, following conditions are required to be fulfilled/documents to be submitted:

- (i) Valid legal documents, showing the legal relationship between the bidder and the parent/subsidiary/co-subsidary/sister subsidiary (supporting company), as the case may be, along with shareholding pattern and linkage between the bidder and the parent/subsidiary (supporting company)/ultimate parent/holding company.
- (ii) Undertaking by the supporting company to provide additional Performance Security (as per format and instructions enclosed as **PROFORMA-R**), equivalent to 50% of the value of the Performance Security which is to be submitted by the bidding company, in case the supported bidding company is the successful bidder. In cases where foreign based supporting company does not have permanent establishment in India, the bidding company can furnish performance security for an amount which is sum of performance security amount to be submitted by the bidder and performance security amount required to be submitted by the supporting company. In such case bidding company shall furnish an undertaking that their foreign based supporting company is not having any permanent establishment in India in terms of Income Tax Act of India.
- (iii) Undertaking from the supporting company 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.
- (iv) **Bidders quoting under the categories as mentioned under Clause nos. 3.0 (i) and 3.0 (ii) above should provide the respective services including key personnel for a minimum duration of 50% of the contract period during execution of the contract. A declaration as per PROFORMA-S in this respect to be submitted as part of technical bid.**

4.0 COMMERCIAL EVALUATION CRITERIA

4.1 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 straightway.**

4.2 Bidders must fill in 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 may be liable for rejection.

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.

4.3 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 an adjustable price quotation other than the above will be treated as non- responsive and rejected.

4.4 EMD/Bid Security: Bid Security in Original shall be furnished as a part of the Technical Bid and shall reach the office of **CGM- CONTRACTS, OIL at Duliajan** on or before **14.15 Hrs (IST)** on the Bid Closing Date (BCD). A scanned copy of the bid security shall however be uploaded in GeM portal along with the Technical Bid.

The amount of Bid Security shall be **₹ 42,49,500.00 (Rupees Forty-Two Lakh Forty-Nine Thousand Five Hundred)**. Bid without proper & valid Bid Security will be rejected. For detailed may please refer to **Clause No. 12.0 of INSTRUCTIONS TO BIDDERS (ITB)**.

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

4.6 Bids shall be typed or written in indelible ink.

4.7 Bids shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by bidder, in which case such corrections shall be initiated by the persons(s) signing (digitally) the bid. However, white fluid should not be used for making corrections. Any bid not meeting this requirement shall be rejected.

4.8 Any bid containing false statement will be rejected and action will be taken by Company as per Bid Document.

4.9 Bidder must accept and comply with the following provisions as given in the Tender Document in toto, failing which offer will be rejected:

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

4.10 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.

4.11 Bid received with validity of offer less than **One Hundred and Twenty (120) Days** from Bid Closing Date will be rejected.

4.12 The Integrity Pact is applicable against this tender. OIL shall be entering into an Integrity Pact with the bidders as per format enclosed vide **PROFORMA-XV** of the tender document. This Integrity Pact proforma has been duly signed by OIL's competent signatory. The proforma must be returned by the bidder (along with the Un-priced Techno-Commercial Bid) duly signed (digitally) by the same signatory who signed the bid, i.e., who is duly authorized to sign the bid. Uploading the Integrity Pact with digital signature will be construed that all pages of the Integrity Pact have been signed by the bidder's authorized signatory who sign the Bid.

5.0 PRICE EVALUATION CRITERIA

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

5.2 Bidders are required to quote for all the items in the BOQ/Price Bid/Financial Document, else the bid will be summarily rejected.

5.3 It is to be clearly understood that the assumptions made in respect of the quantities for various operations are only for the purpose of evaluation of the bid and the Contractor will be paid on the basis of the actual number of days/parameters.

5.4 The bidders are advised not to offer any discount/rebate separately and to offer their prices after considering discount/rebate, if any.

5.5 Conditional and unsolicited discounts will not be considered in the evaluation. However, if such a bidder happens to be the lowest recommended

bidder, an unsolicited discount without any condition will be considered for computing the contract price.

5.6 The inter-se-ranking of all 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 GST (CGST & SGST/UTGST or IGST) as mentioned in the GeM portal.

5.7 Based on the evaluation of techno-commercially qualified bidders, the job will be awarded to the L-1 bidder.

5.8 In the case of identical overall lowest offered rate by more than one (01) bidder, the selection will be made in accordance with GeM GTC.

5.9 OIL will prefer to deal with registered bidder under GST. Therefore, bidders are requested to get themselves registered under GST, if not registered yet. However, in case any unregistered bidder is submitting their bid, their prices will be loaded with applicable GST while evaluation of bid. Where OIL is entitled for input credit of GST, the same will be considered for evaluation of bid as per evaluation methodology of tender document.

5.10 When a bidder mentions taxes as extra without specifying the rates & amount, the offer will be loaded with maximum value towards taxes received against the tender for comparison purposes. If the bidder emerges as lowest bidder after such loading, in the event of order on that bidder, taxes mentioned by OIL on the Purchase Order/Contracts will be binding on the bidder.

5.11 Input Tax Credit on GST (Goods & Service Tax) for this service is NOT available to OIL & the bids will be evaluated based on total price including GST.

5.12 For evaluation purposes, quoted unit rates against each Line Item of the price bidding format shall be considered only up to two (2) decimal places without rounding off for evaluation.

5.13 The sum of One Time Charges (OTC) towards solution delivery & training (i.e. sum of amounts of Line Item Nos. 10 & 20) shall not exceed more than 15% of the total fixed charges component of the solution (i.e. sum of amounts of Line Item Nos. 10, 20,30,40,50,60,70 & 80; may refer to BOQ/Price Bidding Format for reference). If any bidder quotes the '*One Time Charges (OTC) towards solution delivery & training*' more than 15% percent of the total fixed charges component of the solution, then their bid shall be evaluated considering their quoted Charges only. However, if the bidder emerges as the successful bidder, the contract shall be awarded limiting the sum of One Time Charges (OTC) towards solution delivery & training to 15% of the corresponding total fixed charges component of the solution, where the sum of '*One Time Charges (OTC) towards solution delivery & training*' is quoted beyond the prescribed limit.

6.0 PURCHASE PREFERENCE CLAUSE:

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

6.1.1 Provisions such as seeking support from another company by way Parent/Subsidiary/Sister Subsidiary/Co Subsidiary Company's experience etc., wherever allowed in the tender document shall be available to all interested bidders including MSEs. In those scenarios, MSEs quoting on the strength of Parent/Subsidiary/Sister Subsidiary/Co Subsidiary (whichever applicable) will be eligible for the benefits reserved for MSEs. In those scenarios, MSEs quoting on the strength of Parent/Subsidiary/Sister-Subsidiary/Co-Subsidiary (whichever applicable) will be eligible for the benefits reserved for MSEs provided the supporting company for technical and financial strength is/are also a MSE(s).

6.1.2 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 as amended time to time) issued by MINISTRY OF MICRO, SMALL AND MEDIUM ENTERPRISES. 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.

6.2 PURCHASE PREFERENCE POLICY (LINKED WITH LOCAL CONTENT) (PP-LC): Purchase preference under Public Procurement (Preference to Make in India) Order, 2017 of Department for Promotion of Industry and Internal Trade (DPIIT), Govt. of India as revised vide Order No. P-45021/2/2017-PP (BE-II) dated 16th September 2020 (and as amended time to time) with modifications as notified vide MoPNG Order No. FP-20013/2/2017-FP-PNG-Part (4) (E-41432) dated 26th April 2022, shall be applicable in this tender. Bidders to check the provisions of the Order for their eligibility to bid and seek benefits for Purchase preference, accordingly.

6.3 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 and PP(MII) Order 2017 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.

Note: Services under this tender is not splittable.

7.0 GENERAL:

7.1 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.

7.2 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 will 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 before signing of contract agreement and issue of Work Order by OIL.

7.3 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 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.

7.4 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.

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

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

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

7.8 Any bidder who are on Holiday/ Banning/ Suspension list of OIL on due date of submission of bid/ during the process of evaluation of the bids, the offers of such bidders shall not be considered and will be straightaway rejected.

8.0 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.

9.0 CHECKLIST FOR BEC-BRC: Enclosed as **TECHNICAL EVALUATION SHEET (PROFORMA-XI)** and **COMMERCIAL CHECK-LIST (PROFORMA-XII)**. To be submitted along with the technical bid.

*******End of PQC*******

PROFORMA-N

FORMAT OF AGREEMENT BETWEEN BIDDER AND THEIR PARENT COMPANY/SUBSIDIARY COMPANY/SISTER-SUBSIDIARY/CO-SUBSIDIARY/MEMBER OF SAME NETWORK OR MEMBER OF SAME GLOBAL FIRM (As the case may be)

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

This agreement made this ____ day of ____ month ____ year by and between M/s _____ (Fill in the Bidder's full name, constitution and registered office address) hereinafter referred to as bidder on the first part and M/s. _____ (Fill in full name, constitution and registered office address of Parent Company/Subsidiary Company) hereinafter referred to as "Parent Company/Subsidiary Company/Sister-Subsidiary/Co-Subsidiary/Member of same network or Member of same global firm (Delete whichever not applicable)" of the other part:

WHEREAS

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

Now, it is hereby agreed to by and between the parties as follows:

1. M/s. _____ (Bidder) will submit an offer to OIL for the full scope of work as envisaged in the tender document as a main bidder and liaise with OIL directly for any clarifications etc. in this context.
2. M/s. _____ (Parent Company/Subsidiary Company (Delete whichever not applicable) undertakes to provide technical support and expertise, expert manpower and procurement assistance and project management to support the bidder to discharge its obligations as per the Scope of work of the tender/ Contract for which offer has been made by the Parent Company/Subsidiary Company (Delete whichever not applicable) and accepted by the bidder.

3. This agreement will remain valid till validity of bidder's offer to OIL including extension if any and till satisfactory performance of the contract in the event the contract is awarded by OIL to the bidder.

4. It is further agreed that for the performance of work during contract period bidder and Parent Company/Subsidiary Company (Delete whichever not applicable) shall be jointly and severely responsible to OIL for satisfactory execution of the contract.

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

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

For and on behalf of
(Bidder)

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

M/s.
Witness:
1)
2)

M/s.
Witness:
1)
2)

PROFORMA-O

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

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

DEED OF GUARANTEE

THIS DEED OF GUARANTEE executed at this day of by M/s (mention complete name) a company duly organized and existing under the laws of (insert jurisdiction/country), having its Registered Office at hereinafter called “the Guarantor” which expression shall, unless excluded by or repugnant to the subject or context thereof, be deemed to include its successors and permitted assigns.

WHEREAS

M/s Oil India Limited, a company duly registered under the Companies Act 1956, having its Registered Office at Duliajan in the State of Assam, India, hereinafter called “OIL” which expression shall unless excluded by or repugnant to the context thereof, be deemed to include its successor and assigns, invited tender number for on M/s (mention complete name), a company duly organized and existing under the laws of (insert jurisdiction/country), having its Registered Office at (give complete address) hereinafter called “the Company” which expression shall, unless excluded by or repugnant to the subject or context thereof, be deemed to include its successor and permitted assigns, have, in response to the above mentioned tender invited by OIL, submitted their bid number to OIL with one of the condition that the Company shall arrange a guarantee from its parent company guaranteeing due and satisfactory performance of the work covered under the said tender including any change therein as may be deemed appropriate by OIL at any stage. The Guarantor represents that they have gone through and understood the requirement of the above said tender and are capable of and committed to provide technical and such other supports as may be required by the Company for successful execution of the same.

The Company and the Guarantor have entered into an agreement dated as per which the Guarantor shall be providing technical and such other supports as may be necessary for performance of the work relating to the said tender.

Accordingly, at the request of the Company and in consideration of and as a requirement for OIL to enter into agreement(s) with the Company, the Guarantor hereby agrees to give this guarantee and undertakes as follows:

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

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

Witness:

1. Signature _____
Full Name _____
Address _____

M/s _____

Signature _____

Name

Designation _____

Common seal of the

Company _____

Witness:

2. Signature _____
Full Name _____
Address _____

PROFORMA-Q

FORMAT OF AGREEMENT BETWEEN BIDDER, THEIR SISTER SUBSIDIARY/CO-SUBSIDIARY COMPANY AND THE ULTIMATE PARENT/HOLDING COMPANY OF BOTH THE BIDDER AND THE SISTER SUBSIDIARY/CO-SUBSIDIARY (Strike out whichever is not applicable between Ultimate Parent and Holding Company. Similarly strike out whichever is not applicable between Sister Subsidiary and Co-subsidiary Company)

(IN CASE OF INDIAN BIDDER TO BE EXECUTED ON STAMP PAPER OF REQUISITE VALUE AND NOTORISED)

This agreement made this ____ day of ____ month ____ year by and between M/s. _____ (Fill in Bidder's full name, constitution and registered office address) _____ hereinafter referred to as "Bidder" of the first part and M/s. _____ (Fill in full name, constitution and registered office address of Sister Subsidiary/Co-subsidiary Company of the Bidder) herein after referred to as "Sister Subsidiary/ Co-subsidiary" of the second part and M/s _____ (Fill in the full name, constitution and registered office address of the Ultimate Parent/Holding Company's of both the subsidiaries) hereinafter referred to as "Ultimate Parent/Holding Company" of the third part.

WHEREAS

M/s. Oil India Limited (hereinafter referred to as OIL) has invited offers vide their tender No. _____ for _____ and M/s. _____ (Bidder) intends to bid against the said tender and desires to have a technical support of M/s. _____ (Sister Subsidiary/Co-subsidiary Company) and Sister Subsidiary/Co-subsidiary Company represents that they have gone through and understood the requirements of subject tender and are capable and committed to provide the services as required by the bidder for successful execution of the contract, if awarded to the bidder.

Now, it is hereby agreed to by and between all the three parties as follows:

1. M/s. _____ (Bidder) will submit an offer to OIL for the full scope of work as envisaged in the tender document.
2. M/s. _____ (Sister Subsidiary/Co-subsidiary Company) undertakes to provide technical support and expertise and expert manpower, material, if any, to support the bidder to discharge its obligations as per the Scope of work of the tender / Contract for which offer has been made by the bidder.
3. This agreement will remain valid till validity of bidder's offer to OIL including extension if any and also till satisfactory performance of the contract in the event the bid is accepted and contract is awarded by OIL to the bidder.
4. Sister Subsidiary/ Co-subsidiary Company unconditionally agrees that in case of award of contract to the Bidder, if the Bidder is unable to execute the contract, they shall, immediately on receipt of notice by OIL, take up the job without any demur or objection, in continuation without loss of time and without any extra cost to OIL and duly perform the obligations of the Bidder/Contractor to the satisfaction of OIL.

5. The Ultimate Parent/Holding Company also confirms and undertakes that the commitment made by the Sister Subsidiary/ Co-subsidiary company in providing the technical support and technical expertise and expert manpower to support the bidder for execution of the contract are honoured.
6. The Ultimate Parent/Holding Company also takes full responsibility in getting the contract executed through the Sister subsidiary/ Co-subsidiary company in case the Bidder/Contractor is unable to execute the contract.
7. In witness whereof the parties hereto have executed this agreement on the date mentioned above.

For and on behalf of
(Bidder)

M/s.
Witness

1)
2)

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

M/s.
Witness

1)
2)

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

M/s.
Witness

1)
2)

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

PROFORMA-R

**FORM OF PERFORMANCE BANK GUARANTEE BY SUPPORTING
COMPANY**

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

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

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

AND WHEREAS we have agreed to give the **"ULTIMATE PARENT/SUPPORTING COMPANY"**, such a Bank Guarantee; NOW THEREFORE we hereby affirm that we are Guarantors on behalf of the **"ULTIMATE PARENT/SUPPORTING COMPANY"**, up to a total of (Amount of Guarantee in figures) _____ (in words _____), such amount being payable in the types and proportions of currencies in which the Contract price is payable, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of guarantee sum as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein. We hereby waive the

necessity of your demanding the said debt from the Contractor / **ULTIMATE PARENT/SUPPORTING COMPANY** before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the Contract or the work to be performed there under or of any of the Contract documents which may be made between you and the Contractor shall in any way cease us from any liability under this guarantee, and we hereby waive notice of such change, addition or modification.

This guarantee is valid until the _____ day of _____.

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

A. Issuing Bank:

BANK FAX NO:

BANK EMAIL ID:

BANK TELEPHONE NO:

IFSC CODE OF THE BANK:

B. Controlling Office:

Address of the Controlling Office of the BG issuing Bank:

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

SIGNATURE AND SEAL OF THE GUARANTORS _____

Designation _____

Name of Bank _____

Address _____

Witness _____

Address _____

Date: _____

Place: _____

Note:

The Bank Guarantee issuing bank branch shall ensure the following:

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

Note: The above message/intimation shall be sent through SFMS by the BG issuing bank branch to ICICI BANK LTD., Duliajan Branch; IFS Code – ICIC0000213; SWIFT Code – ICICINBBXXX; Branch Address: Kunja Bhavan, Daily Bazaar, Duliajan, Dibrugarh, Assam – 786602.

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

PROFORMA-S

DECLARATION FORMAT

(as per Notes to BEC Clause No. 2.1)

[On Bidder's Letter Head]

To,

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

Dear Sir,

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

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

Signature

(Name & Designation of Authorized person)

PROFORMA-T

**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.