

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

**CORRIGENDUM NO. 1 DATED 09.07.2025**

To

**BID NO. GEM/2025/B/6355634 dated 18-06-2025 for Hiring services for procurement of additional layer of email security for O365.**

This Corrigendum is issued to notify the following changes:

1. The following clauses are modified as replacement of the existing clauses:

S. No	Section	Clause No.	Original Tender Clause	Amended Clause
1	Section-II, SCC	Clause No. 10.0, Terms of Payment, Point No. 4	Payment for the additional licenses utilized by OIL shall be made on actual usage basis in the subsequent quarterly bills, calculated per user per month unit.	Payment for the additional licenses utilized by OIL shall be done within 45 days from the receipt of invoice after issuance/delivery of requisite licenses.
2	Section-II, SCC	Clause No. 1.0, Mobilization	<p>The mobilization should be completed by the Contractor as per the following timeline:</p> <p>i) <b><u>Initial mobilization for 3500 number of user subscription licenses:</u></b>  The Contractor shall mobilize 3500 number of user subscription licenses initially within <b>Thirty (30) days from the date of issuance of LOA.</b> During mobilization, the Contractor shall carry out the following activities:</p> <p>a) Mobilize required personnel, materials &amp; tools for deployment to the nominated locations.</p> <p>b) Installation &amp; Commissioning (I&amp;C): The vendor must ensure proper deployment of the solution within the organization's network infrastructure and integrate it seamlessly with the existing M365 email solution ensuring that all the requirements stated in the scope of work as per</p>	<p>The mobilization should be completed by the Contractor as per the following timeline:</p> <p>i) <b><u>Initial mobilization for 3500 number of user subscription licenses:</u></b>  The Contractor shall mobilize 3500 number of user subscription licenses initially within <b>forty-five (45) days from the date of issuance of LOA.</b> During mobilization, the Contractor shall carry out the following activities:</p> <p>a) Mobilize personnel, materials, &amp; tools for deployment to the nominated locations.</p> <p>b) Installation &amp; Commissioning (I&amp;C): The vendor must ensure proper deployment of the solution within the organization's network infrastructure and integrate it seamlessly with the existing M365 email solution ensuring that all the requirements stated in the scope of work</p>

			<p>Clause No. 2.0 shall be met.</p> <p>c) Arrange to make 'Photo Gate-Passes', for all the personnel for working inside the OIL premises (wherever required).</p> <p>Mobilization shall be deemed to be completed upon completion of the above activities. The date on which the initial mobilization is completed in all respects is treated as date of commencement of the contract.</p> <p>ii) <b>For balance 4950 licenses:</b> The Contractor shall make available to OIL the remaining 4950 licenses within <b>Ten (10) days from the date of written intimation by OIL</b>, complying to the required mobilization activities outlined above under i).</p> <p>If the Contractor fails to mobilize within the stipulated date (i and ii), the Company reserves the right to cancel the Contract without any prior notice.</p>	<p>as per Clause No. 2.0 shall be met.</p> <p>c) Arrange to make 'Photo Gate-Passes', for all the personnel for working inside the OIL premises (wherever required).</p> <p>Mobilization shall be deemed to be completed upon completion of the above activities. The date on which the mobilization is completed in all respects is treated as date of commencement of the contract.</p> <p>ii) <b>For balance 4950 licenses:</b> The Contractor shall make available to OIL the remaining 4950 licenses within <b>Fifteen (15) days from the date of written intimation by OIL</b>, complying to the mobilization activities outlined above in i).</p>
3	Section-II, SCC	Clause No. 6.0, Liquidated Damage Clause specific to Tender	<p>Liquidated Damages (LD) shall be applicable as below:</p> <p>i) In the event of the Contractor's default in timely mobilization for initial 3500 number of user subscription licenses as stipulated under SI No. 1 i), within thirty (30) days from the date of issuance of LOA, the Contractor shall be liable to pay liquidated damages at 0.5% of the total cost for the 3500 number of user subscription licenses per week, or part thereof, of delay. This is subject to a maximum of 7.5% of the total cost for the 3500 number of user subscription licenses. The LD will be calculated from the scheduled initial mobilization completion date.</p> <p>ii) In the event of the Contractor's default in timely mobilization for remaining 4950 number of user subscription licenses as stipulated under SI No. 1 ii), within ten (10) days</p>	<p>Liquidated Damages (LD) shall be applicable as below:</p> <p>i) In the event of the Contractor's default in timely mobilization for initial 3500 number of user subscription licenses as stipulated under SI No. 1 i), within forty-five (45) days from the date of issuance of LOA, the Contractor shall be liable to pay liquidated damages at 0.5% of the total cost for the 3500 number of user subscription licenses per week, or part thereof, of delay. This is subject to a maximum of 7.5% of the total cost for the 3500 number of user subscription licenses. The LD will be calculated from the scheduled initial mobilization completion date.</p> <p>ii) In the event of the Contractor's default in timely mobilization for remaining 4950 number of user subscription licenses as stipulated under SI No. 1 ii), Fifteen (15) days from</p>

			from the date of written intimation by OIL, the Contractor shall be liable to pay liquidated damages at 0.5% of the total cost for the 4950 number of user subscription licenses per week, or part thereof, of delay. This is subject to a maximum of 7.5% of the total cost for the 4950 number of user subscription licenses. The LD will be calculated from the scheduled mobilization completion date.	the date of written intimation by OIL, the Contractor shall be liable to pay liquidated damages at 0.5% of the total cost for the 4950 number of user subscription licenses per week, or part thereof, of delay. This is subject to a maximum of 7.5% of the total cost for the 4950 number of user subscription licenses. The LD will be calculated from the scheduled mobilization completion date.
4	Section-III, SOW	Clause No. 2.2, Functional Requirements, 1. Inline Email Protection, Point No. 6	Solution should have the ability to rescan and reclassify emails as an automated post delivery mechanism for threats discovered after deliver to inbox and provide actions to remove the delivered emails.	Solution should have the ability to rescan and reclassify emails as an automated /manual post delivery mechanism for threats discovered after deliver to inbox and provide actions to remove the delivered emails.  <b>Definition of Manual Mechanism:</b>  The solution should alert the administrator about any possible threat in the admin's dashboard thereafter which the admin can trigger a manual action to mitigate the risk.
6	Section-III, SOW	Clause No. 2.2, Functional Requirements, 2. Advanced Threat Detection Point no. 7 Point no. 9	Solution should perform anomaly detection by analysing the metadata (reputation of the sender's address, sending domain, IP, attempts to deceive the sender's identity and authentication).  Solution should detect calendar invite attacks (CIAs).	Solution should perform anomaly detection by analysing the metadata (reputation of the sender's address, sending domain, attempts to deceive the sender's identity and authentication).  Solution should detect calendar invite attacks (CIAs) if the malicious .ics file comes as an attachment or as embedded links.
7	Section-III, SOW	Clause No. 2.2, Functional Requirements, 3. Content Disarm and Reconstruction (CDR) Point no. 3 Point no. 4	Solution should have the capability to scan any file type used as email attachment and has to retain the file type post performing the CDR.  Provide sanitized versions of files for safe consumption by recipients.	Solution should have the capability to scan Microsoft Office, TXT, PDF file types used as email attachment and has to retain the file type post performing the CDR. Provide sanitized versions of files for safe consumption by recipients  In addition, the solution should have the capability to define policies to block usage of certain file types as attachments.
8	Section-III, SOW	Clause No. 2.2, Functional Requirements, 5. 2.5 Email Encryption Point No. 2	Support for policy-based encryption for sensitive information	This clause stands deleted.

9	Section-III, SOW	2.4 Security Standards	<p>2. Backup and Recovery</p> <ul style="list-style-type: none"> <li>Automated and secure backup of email data.</li> <li>Quick recovery options to restore email traffic during outages.</li> </ul>	<p>2. Backup and Recovery</p> <ul style="list-style-type: none"> <li>Automated and secure backup of quarantined email data.</li> <li>Quick recovery options to restore quarantined email traffic during outages.</li> </ul>
10	Section-III, SOW	2.5 Management Point No. 7	Solution should have the capability to identify and log users that clicked phishing URLs or users who proceeded to visit a website after a security reminder prompt/warning.	This clause stands deleted.
11	Section-III, SOW	2.6 Managed Services Point No. 7. Service Level Agreements (SLAs)	<p>7. Service Level Agreements (SLAs)</p> <ul style="list-style-type: none"> <li>Availability: 99.9% uptime for email protection solution.</li> <li>Incident Response: <ul style="list-style-type: none"> <li>Critical issues: Response within 30 minutes, resolution within 4 hours.</li> <li>High-priority issues: Response within 1 hour, resolution within 8 hours.</li> <li>Medium/low priority issues: Response within 4 hours, resolution within 24 hours.</li> </ul> </li> <li>Reporting: Monthly and quarterly reports as per agreed format.</li> </ul>	<p>7. Service Level Agreements (SLAs)</p> <ul style="list-style-type: none"> <li>Availability: 99.9% uptime for email protection solution.</li> <li>Incident Response: <ul style="list-style-type: none"> <li>Critical issues: Response within 30 minutes, resolution within 4 hours.</li> <li>High-priority issues: Response within 1 hour, resolution within 8 hours.</li> <li>Medium/low priority issues: Response within 4 hours, resolution within 24 hours.</li> </ul> </li> <li>Reporting: Monthly and quarterly reports as per agreed format.</li> </ul> <p>Severity Definition:</p> <p>1. Critical: Issues causing complete business outage or severe degradation of critical services. No workaround is available. For example: - Complete email communication outage - Security breach or ransomware attack - High false positives/negatives affecting multiple users</p> <p>2. High: Issues significantly affecting business operations. Partial service degradation, limited workaround possible. For example: -Delayed inbound/outbound email delivery - Failed security updates</p> <p>3. Medium/Low: Issues with minimal business impact. Workarounds are available or non-urgent tasks. For example: -Requests for non-critical configuration changes</p>

				-Minor performance issues
12	Section-III, SOW	3.0 GENERAL TERMS Point No. 4.	Clause newly incorporated	The solution should be a non-Microsoft product since the existing email security is provided by Microsoft, and we intend to have an additional non-Microsoft layer of email security.

2.0 The following document has been newly uploaded as replacement of the existing:

**Pre-Qualification Criteria/(Bid Evaluation Criteria/Bid Rejection Criteria) Revised** with the following newly added clauses:

S. No	Clause No.	Amended Clause/Newly added Clause
1	Notes to BEC Clause 3.0, I.	<p><b>I. ELIGIBILITY CRITERIA IN CASE BID IS SUBMITTED ON THE BASIS OF THE TECHNICAL EXPERIENCE OF THE PARENT/SUBSIDIARY COMPANY</b></p> <p>Offers of those bidders who themselves do not meet the experience criteria as stipulated in <b>Clause no. 3.0</b> above can also be considered provided the bidder is a subsidiary company of the parent company [<b>supporting company, which holds more than fifty percent of the paid-up equity share capital of the bidder</b>] who fulfils the experience criteria. Similarly, bid from parent company can also be considered on the strength of requisite experience of its subsidiary [<b>supporting company, in which the bidder holds more than fifty percent of the paid-up equity share capital</b>]. However, the parent/subsidiary company (as the case may be) of the bidder should on its own meet the experience as stipulated in the BEC and should not rely for meeting the experience criteria on its sister subsidiary/co-sub subsidiary company or through any other arrangement like Technical Collaboration agreement.</p> <p>In case of bidder who is a subsidiary company dependent upon the experience of the parent company or vice-versa with a view to ensure commitment and involvement of the parent/subsidiary company (Supporting Company) for successful execution of the contract, the participating bidder should enclose a Parent/Subsidiary Agreement (<b>As per format enclosed vide PROFORMA-XVI a</b>) and also a parent/subsidiary Guarantee (<b>As per format enclosed vide PROFORMA-XVI b</b>) to OIL for fulfilling the obligation under the Agreement, along with the technical bid.</p> <p><b>Notes:</b> In the situations mentioned in <b>Clause No. I</b> above, the supporting company shall not be allowed to submit their separate/independent bid against this tender. In such case, all such bids shall be rejected. Also, bids having technical support from the same entity shall be rejected. Further, bidders shall submit the following in addition to the documents mentioned above:</p> <p>i. An undertaking should be submitted by the Supporting Company to provide additional Performance Security (<b>as per format and instructions enclosed as PROFORMA-XVII</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.</p> <p>ii. Undertaking from the supporting company to the effect that in addition to invoking the performance security submitted by the contractor, the performance security provided by supporting company shall be invoked by OIL due to non-performance of the contractor.</p> <p>iii. A certificate from the Statutory Auditor of the bidding company to establish the relationship and equity percentage holding between bidding company and the supporting company. The certificate should be duly concurred/endorsed by the Company Secretary or one of the Directors of the company concerned. The above certificate should not be more than 30 days old as on the original bid closing date.</p>

		iv. Bidders quoting on the technical strength of Supporting Company [Parent/ Subsidiary] (who qualifies the Technical requirement as per the tender qualifying criteria) should provide the respective services of key personnel from the supporting company for a minimum duration of 50% of the Contract period during execution of the contract. Declaration from the bidder as well as from the supporting Company are required to be submitted with Un-Priced Techno-Commercial bid <b>as per format enclosed as PROFORMA-XVIII.</b>												
2	<b>4.0 FINANCIAL CRITERIA:</b>	<p>4.3 In case the bidder is a <b>subsidiary company</b> (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, then documents need to be submitted along with the technical bid in support of the following:</p> <p>(i) Annual Financial Turnover from the operation of the supporting company shall be as per clause no. 4.1 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 4.2 above.</p> <p>(iii) <b>Corporate Guarantee (as per format enclosed as PROFORMA-XIX)</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 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 supporting company to establish the relationship and equity percentage holding between bidding company and the supporting company. The certificates should be duly concurred/endorsed by the Company Secretary or one of the Directors of the company concerned.</p> <p><b>Note:</b> The above certificate should not be more than 30 days old as on the original bid closing date.</p>												
4	<b>5.0 COMMERCIAL EVALUATION CRITERIA:</b>	5.15 The bidder shall submit an undertaking/declaration as per <b>Appendix-3</b> confirming that they have read and understood OIL's Banning Policy and that neither they nor any of their allied concerns or partners or associates or directors, or proprietors involved in any capacity, are currently on OIL's Holiday/Banning List. Further, the bidder shall confirm that neither they nor any of their aforementioned entities have, during the last three years, been involved in any transgression with any company conforming to the Transparency International (TI) approach or with any Public Sector Enterprise of India that could justify exclusion from the tender process. The bidder shall also disclose details of all such allied entities, if any, as required under the Banning Policy.												
5	<b>11.0 CERTIFICATION OF DOCUMENTS BY INDEPENDENT THIRD-PARTY INSPECTION AGENCIES (TPIA):</b>	<p>11.1 Oil India Limited (OIL) has engaged the following 17 (Seventeen) Independent Inspection Agencies for a period of 04 (Four) years up to 06.06.2028 to verify and certify various documents submitted by the bidders required against BEC/BRC of the tender:</p> <table border="1" data-bbox="625 1503 1414 1957"> <thead> <tr> <th>Sl. No.</th> <th>Name of Independent Inspection Agency</th> <th>Contact E-mail ID</th> </tr> </thead> <tbody> <tr> <td>i.</td> <td>M/s. Dr. Amin Controllers Pvt. Ltd.</td> <td>a. <a href="mailto:rkjain@rcaindia.net">rkjain@rcaindia.net</a> b. <a href="mailto:Pradeep.mathur@rcaindia.net">Pradeep.mathur@rcaindia.net</a> c. <a href="mailto:info@rcaindia.net">info@rcaindia.net</a></td> </tr> <tr> <td>ii.</td> <td>M/s. TUV India Private Limited</td> <td>a. <a href="mailto:noida@tuv-nord.com">noida@tuv-nord.com</a> b. <a href="mailto:mumbai@tuv-nord.com">mumbai@tuv-nord.com</a> c. <a href="mailto:salim@tuv-nord.com">salim@tuv-nord.com</a></td> </tr> <tr> <td>iii.</td> <td>M/s Conformity India International Private Limited</td> <td>a. <a href="mailto:mktg@ciindia.in">mktg@ciindia.in</a></td> </tr> </tbody> </table>	Sl. No.	Name of Independent Inspection Agency	Contact E-mail ID	i.	M/s. Dr. Amin Controllers Pvt. Ltd.	a. <a href="mailto:rkjain@rcaindia.net">rkjain@rcaindia.net</a> b. <a href="mailto:Pradeep.mathur@rcaindia.net">Pradeep.mathur@rcaindia.net</a> c. <a href="mailto:info@rcaindia.net">info@rcaindia.net</a>	ii.	M/s. TUV India Private Limited	a. <a href="mailto:noida@tuv-nord.com">noida@tuv-nord.com</a> b. <a href="mailto:mumbai@tuv-nord.com">mumbai@tuv-nord.com</a> c. <a href="mailto:salim@tuv-nord.com">salim@tuv-nord.com</a>	iii.	M/s Conformity India International Private Limited	a. <a href="mailto:mktg@ciindia.in">mktg@ciindia.in</a>
Sl. No.	Name of Independent Inspection Agency	Contact E-mail ID												
i.	M/s. Dr. Amin Controllers Pvt. Ltd.	a. <a href="mailto:rkjain@rcaindia.net">rkjain@rcaindia.net</a> b. <a href="mailto:Pradeep.mathur@rcaindia.net">Pradeep.mathur@rcaindia.net</a> c. <a href="mailto:info@rcaindia.net">info@rcaindia.net</a>												
ii.	M/s. TUV India Private Limited	a. <a href="mailto:noida@tuv-nord.com">noida@tuv-nord.com</a> b. <a href="mailto:mumbai@tuv-nord.com">mumbai@tuv-nord.com</a> c. <a href="mailto:salim@tuv-nord.com">salim@tuv-nord.com</a>												
iii.	M/s Conformity India International Private Limited	a. <a href="mailto:mktg@ciindia.in">mktg@ciindia.in</a>												

iv.	M/s Ravi Energic Private Limited	a. <a href="mailto:baroda@ravienergic.com">baroda@ravienergic.com</a> b. <a href="mailto:tpia@ravienergic.com">tpia@ravienergic.com</a>
v.	M/s SGS India Private Limited	a. <a href="mailto:dhaval.vora@sgs.com">dhaval.vora@sgs.com</a> b. <a href="mailto:sgs.india@sgs.com">sgs.india@sgs.com</a>
vi.	M/s Assure Quality Management Certification Services Private Limited	a. <a href="mailto:aqmcs@aqmcs.com">aqmcs@aqmcs.com</a>
vii.	M/s. IRCLASS Systems and Solutions Private Limited	a. <a href="mailto:industrial_services@irclass.org">industrial_services@irclass.org</a> b. <a href="mailto:Bhavesh.satam@irclass.org">Bhavesh.satam@irclass.org</a>
viii.	M/s. TÜV Rheinland (India) Pvt. Ltd.	a. <a href="mailto:Shailesh.deotale@ind.tuv.com">Shailesh.deotale@ind.tuv.com</a> b. <a href="mailto:Kaushal.gohil@ind.tuv.com">Kaushal.gohil@ind.tuv.com</a> c. <a href="mailto:info@ind.tuv.com">info@ind.tuv.com</a> d. <a href="mailto:ravi.kumar@ind.tuv.com">ravi.kumar@ind.tuv.com</a>
ix.	M/s Gulf Lloyd Industrial Services (I) Pvt. Ltd.	a. <a href="mailto:contact@gulflloyds.com">contact@gulflloyds.com</a> b. <a href="mailto:inspection@gulflloyds.com">inspection@gulflloyds.com</a>
x.	M/s Baltic Testing India Pvt. Ltd.	a. <a href="mailto:office@balticcontrolindia.com">office@balticcontrolindia.com</a>
xi.	M/s Sanmarg Engineering Validation & Assessment	a. <a href="mailto:Amitra@sanmargeva.com">Amitra@sanmargeva.com</a>
xii.	M/s Meenar Global Consultants LLP	a. <a href="mailto:sales@mgellp.in">sales@mgellp.in</a>
xiii.	M/s Rites Limited	a. <a href="mailto:nrinspn@rites.com">nrinspn@rites.com</a> b. <a href="mailto:info@rites.com">info@rites.com</a> c. <a href="mailto:sbu.ninsp@rites.com">sbu.ninsp@rites.com</a>
xiv.	M/s Bureau Veritas (India) Private Limited	a. <a href="mailto:bvindia.corporate@bureauveritas.com">bvindia.corporate@bureauveritas.com</a>
xv.	M/s TUV SUD South Asia Private Limited	a. <a href="mailto:Hemant.chavan@tuvsud.com">Hemant.chavan@tuvsud.com</a> b. <a href="mailto:Jayashree.rane@tuvsud.com">Jayashree.rane@tuvsud.com</a>
xvi.	M/s Adornment Engineers India Private Limited	a. <a href="mailto:jks@adornmentengineers.com">jks@adornmentengineers.com</a>
xvii.	M/s TCRC Inspections Pvt. Ltd.	a. <a href="mailto:admin@tereinspections.com">admin@tereinspections.com</a> b. <a href="mailto:ashismallick@teregroup.com">ashismallick@teregroup.com</a> c. <a href="mailto:tenders@teregroup.com">tenders@teregroup.com</a>

11.2 Bidders are required to have their documents, as mandated under the Bid Evaluation Criteria (BEC)/Bid Rejection Criteria (BRC) of the tender, verified and certified by any one of the empanelled Independent Third-Party Inspection Agencies listed above. The Inspection Certificate, duly issued by the selected agency, must be submitted along with the Technical Bid. All costs related to verification and certification by the Third-Party Inspection Agencies shall be borne solely by the respective bidders. Payments in this regard shall be made directly by the bidders to the Inspection Agencies. OIL

shall not be held responsible for any payment-related dispute between the bidders and the inspection agencies.

11.3 The verified and certified documents must be submitted along with the Technical Bid. Any bid submitted with un-verified supporting documents shall not be considered. However, in case a bidder submits its bid along with all relevant supporting documents as per BEC/BRC without getting all/some of them verified by the designated Independent Inspection agency, such bid can be provisionally considered, provided it is accompanied by an **Undertaking by the Bidder on their official letterhead towards submission of the duly verified and certified copies/Inspection Certificate within 07 (Seven) days from the actual date of bid opening.** No reminders or clarifications will be issued by the Company in this regard, and failure to submit the verified/certified documents within the stipulated time shall result in outright rejection of the bid, at the sole risk and responsibility of the bidder.

11.4 The methodology of verification/certification of documents followed by the agencies is broadly as under, but not limited to:

(a) It is the sole responsibility of the bidders intending to participate in the tender to thoroughly understand the requirements of the tender, particularly the documents required under BEC/BRC. The bidders must present all relevant documents to any of the empaneled third-party certifying agencies for verification/certification. Neither OIL nor the Inspection Agencies shall be responsible for the selection or appropriateness of the documents submitted for verification. It is entirely the bidder's responsibility to ensure that the appropriate documents are verified/certified in support of BEC/BRC compliance.

(b) The concerned Independent Third-Party Inspection Agencies shall depute their qualified/competent inspector to the Bidder's premises to check the original documents and certify the copies which the bidder shall submit along with their bids. OIL will reserve the right to ask the inspection agencies to verify the documents with source, if required at no extra cost to OIL. Verification/Certification of documents by OIL's empanelled third-party inspection agencies shall not automatically make the bidder techno-commercially-acceptable or eligible for award of contract.

(c) Verification/Certification of documents are normally categorized as under:

**i General Requirement:**

- Check Bidder's PAN Card
- Check Bidder's GST Certificate
- Check Bidder's Certificate of Incorporation
- Power of Attorney

**ii Additional Documents: (If applicable against the tender)**

- Bidders general structure and organization
- Joint Ventures Agreements – To cross-check with JV Partners
- Consortium Agreements – To cross-check with Consortium Partners
- Holding/Parent/Subsidiary/Sister Subsidiary/Co-Subsidiary Company – To check the Share Holding pattern, Corporate Guarantee etc.

**iii Technical Criteria**

- To check Experience Proof- Completion Certificates, Reference contact verification, Original Work Order/Contract Copy and any other document(s), if called for vide BEC/BRC of the Tender.
- Health, Safety and Environmental Management Policy

		<p><b>iv Financial Criteria</b></p> <ul style="list-style-type: none"> <li>Line of credit, if incorporated in the tender.</li> </ul> <p><b>Notes:</b></p> <p>(i) Bidder's self-declared undertakings, Audited Balance Sheet &amp; Profit-loss statement and/or CA certificate having UDIN are not required to be verified by the TPI agency. If any documents, LOI/LOA/Contracts, etc., submitted towards BEC/BRC experience criteria are issued by Oil India Limited, such documents need not be verified by TPI agency.</p> <p>(ii) Undertaking from TPI Agency as per format (<b>PROFORMA-XX</b>) enclosed should be submitted along with the Bid.</p> <p>(iii) <b>In case of clarifications sought by OIL against BEC/BRC, supporting documents (historical in nature) to those submitted in the original bid will also have to be verified from the same TPI agency which has originally verified their bid documents. OIL shall categorically mention the documents that are to be submitted with TPI verification in the clarification sought. In case the bidder fails to submit the TPI verified documents, as sought by OIL, as part of their clarification, their offer will be liable for rejection.</b></p>
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**3.0** The following list of Proformas has been newly uploaded:

- i) **PROFORMA-XVI (a)** FORMAT OF AGREEMENT BETWEEN BIDDER AND THEIR PARENT COMPANY/SUBSIDIARY COMPANY *(As the case may be)*
- ii) **PROFORMA-XVI (b)** PARENT COMPANY/SUBSIDIARY COMPANY GUARANTEE
- iii) **PROFORMA-XVII** FORM OF PERFORMANCE BANK GUARANTEE FOR ULTIMATE PARENT/SUPPORTING COMPANY
- iv) **PROFORMA-XVIII** FORMAT OF UNDERTAKING BY BIDDERS QUOTED UNDER BID SUBMITTED ON THE BASIS OF THE TECHNICAL EXPERIENCE OF THE PARENT/SUBSIDIARY COMPANY
- v) **PROFORMA-XIX** PARENT/ULTIMATE PARENT/HOLDING COMPANY'S CORPORATE GUARANTEE TOWARDS FINANCIAL STANDING
- vi) **PROFORMA-XX** PROFORMA FOR UNDERTAKING FROM THIRD PARTY INSPECTION AGENCY
- v) **APPENDIX-3** DECLARATION THAT BIDDER IS NOT UNDER HOLIDAY LIST/DELISTED/BLACKLISTED/DEBARRED

**3.1** The following document has been newly uploaded as replacement of the existing:

TECHNICAL EVALUATION SHEET FOR BEC/BRC/PQC REVISED

**4.0 EXTENSION OF DATES:**

- Last Date of Bid Submission is **17.07.2025 (14:00 Hrs IST)**
- Last Date of Bid Opening is **17.07.2025 (14:30 Hrs IST)**

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

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

**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 ELIGIBILITY CRITERIA:**

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

Regarding calculation of local content and submission of documents during bidding & execution of contracts, provision of **Public Procurement (Preference to Make in India) Order, 2017 of Department for Promotion of Industry and Internal Trade (DPIIT), Govt. of India as revised vide Order No. P45021/2/2017-PP (BE-II) dated 16th September 2020 (and as amended time to time) with modifications as notified vide MoP&NG Order No. FP-20013/2/2017-FP-PNG-Part (4) (E-41432) dated 26th April 2022 (including subsequent amendments thereof, if any)**, shall be applicable.

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

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

- (a) The bidder must provide the **specific percentage (%) of local content** in their bid, without which the bid shall be liable for rejection being non-compliant.
- (b) The Bidder shall submit an undertaking from the authorised signatory of bidder having the Power of Attorney along with the bid specifying the LC Percentage and such undertaking shall become a part of the contract, if awarded. [Format enclosed as **PROFORMA-XII**].
- (c) Bidder to submit a copy of their Certificate of Incorporation/registration in India.

**3.0 TECHNICAL CRITERIA:**

- 3.1 Bidder must have experience of successfully executing/completing at least one job in **‘providing managed services in security solutions like email security/NGFW/EDR (Endpoint Detection & Response)/Zero-trust Network Access (ZTNA)/DNS Security/CASB’**, of value of minimum **Rs. 82,72,500.00 (Rupees Eighty-Two Lakh Seventy-Two Thousand Five Hundred)** only, over the last seven (07) years reckoned from the original bid closing date in PSUs/Central Government/State Government Organization/Nationalized Banks/Public Limited Company, in India.
- 3.2 The bidder must submit along with the bid a valid and authentic Manufacturer Authorization Form (MAF) issued by the OEM, duly signed and sealed, on the OEM’s official letterhead. Bids without the MAF shall be summarily rejected.

**Notes to BEC Clause 3.0 above:**

**A.** For proof of requisite experience (refer Clause No. 3.0 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 issued by the end user/client in their official letter head duly sealed and signed showing:

- a) Gross value of job done
- b) Nature of jobs done and Work Order No./Contract No.
- c) Contract period and date of completion.

OR

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

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

**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. 3.0 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. 3.0) 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 seven (07) years reckoned from the original bid closing date. In this case, the value of work done during the period falling within the last seven years must be equal to or more than the minimum prescribed value under Clause No. 3.0.
  - (c)** If the prospective bidder has executed a contract in which work (as mentioned under Clause No. 3.0) 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 value/quantity/period of work (as mentioned under Clause No. 3.0) which should be certified by the end user or a certificate issued by a practicing Chartered/Cost Accountant Firm (with Membership Number & Firm Registration Number).
- E.** Experience of executing work (as mentioned under Clause No. 3.0) through 'sub-contracting' shall not be considered for evaluation.
- F.** Work executed (as mentioned under Clause No. 3.0) 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 3.0.
- 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, Joint Venture shall also not be considered.

**I. ELIGIBILITY CRITERIA IN CASE BID IS SUBMITTED ON THE BASIS OF THE TECHNICAL EXPERIENCE OF THE PARENT/SUBSIDIARY COMPANY**

Offers of those bidders who themselves do not meet the experience criteria as stipulated in **Clause no. 3.0** above can also be considered provided the bidder is a subsidiary company of the parent company [**supporting company, which holds more than fifty percent of the paid-up equity share capital of the bidder**] who fulfils the experience criteria. Similarly, bid from parent company can also be considered on the strength of requisite experience of its subsidiary [**supporting company, in which the bidder holds more than fifty percent of the paid-up equity share capital**]. However, the parent/subsidiary company (as the case may be) of the bidder should on its own meet the experience as stipulated in the BEC and should not rely for meeting the experience criteria on its sister subsidiary/co-subsidiary company or through any other arrangement like Technical Collaboration agreement.

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

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

- i. An undertaking should be submitted by the Supporting Company to provide additional Performance Security (**as per format and instructions enclosed as PROFORMA-XVII**) 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 to the effect that in addition to invoking the performance security submitted by the contractor, the performance security provided by supporting company shall be invoked by OIL due to non-performance of the contractor.
- 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. Bidders quoting on the technical strength of Supporting Company [Parent/ Subsidiary] (who qualifies the Technical requirement as per the tender qualifying criteria) should provide the respective services of key personnel from the supporting company for a minimum duration of 50% of the Contract period during execution of the contract. Declaration from the bidder as well as from the supporting Company are required to be submitted with Un-Priced Techno-Commercial bid **as per format enclosed as PROFORMA-XVIII.**

#### **4.0 FINANCIAL CRITERIA:**

- 4.1 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. 82,72,500.00 (Rupees Eighty-Two Lakh Seventy-Two Thousand Five Hundred)** only.
- 4.2 Net worth of the bidder must be Positive for the preceding financial/accounting year preceding the Original Bid Closing date.

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'.
- 4.3 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, then documents need to be submitted along with the technical bid in support of the following:
- (i) Annual Financial Turnover from the operation of the supporting company shall be as per clause no. 4.1 above.
  - (ii) Net worth of the supporting company should be positive for the accounting year preceding the original bid closing date as per Clause 4.2 above.

- (iii) **Corporate Guarantee (as per format enclosed as PROFORMA-XIX)** 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 supporting company to establish the relationship and equity percentage holding between bidding company and the supporting company. The certificates should be duly concurred/endorsed by the Company Secretary or one of the Directors of the company concerned.

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

**Notes to BEC Clause No. 4.0 above:**

- a. For proof of Annual Turnover & Net worth, any one of the following documents/photocopies must be submitted along with the bid:
  - (i) Financial Statements (Balance Sheet & Profit & Loss account **along with all the schedules/notes forming part of the Balance sheet & Profit and Loss Account**) audited by the auditors appointed under the statute like Companies Act etc. wherever applicable. In cases where the bidding/supporting company (as applicable) are not required to prepare Audited Financial Statements as per the Law of the Land of the country of the bidding/supporting company as applicable, the bidder shall provide documentary evidence for the same along with a certificate from a practicing Chartered Accountant or equivalent to this effect. The bidder must also submit the financial statement as per the accounting standards of the country of the bidding/supporting company as the case may be, duly certified by the practicing-chartered accountant or equivalent.

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 4.1 & 4.2.

**5.0 COMMERCIAL EVALUATION CRITERIA:**

- 5.1 The bids are to be submitted in single stage under Two Bid System i.e., Un-priced Techno-Commercial Bid and Price Bid together. The Un-priced techno-commercial bid (or Technical bid) must comprise of all the technical documents substantiating the previous experience, financial & technical credentials of the bidder and any other document as asked for in the bid document. **There should not be any indication of price in the Technical bid; otherwise, the bid shall be rejected straightaway.**
- 5.2 **Bidders must fill the 'PRICE BIDDING FORMAT/FINANCIAL DOCUMENT' and compute all-inclusive (including GST) bid value. This all-inclusive (including GST) bid value is to be entered against the 'OFFER PRICE' field in the GeM portal. The duly filled 'PRICE BID/FINANCIAL DOCUMENT' in electronic form must be submitted by the bidders through GeM Portal only along with the Financial Bid. Any Financial Bid without the duly filled Price Bid shall be liable for rejection.] Bidder(s) should ensure that the Total Bid Price (including GST) in the GeM Portal is equal to the Total estimated contract cost (including GST) in PRICE BIDDING FORMAT.**

**Note:**

- a) **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.**
- b) **The total price entered in the GeM portal (inclusive GST) shall be used for ranking. In case of mismatch between the Total Price (inclusive GST) in the**

**GeM Portal and the Total estimated contract cost (inclusive GST) in PRICE BIDDING FORMAT, then the Total Price (inclusive GST) in the GeM Portal shall prevail for award of contract.**

- 5.3 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 adjustable price quotation other than the above shall be treated as non-responsive and rejected.
- 5.4 **EMD/Bid Security:** Bid Security in original shall be furnished as a part of the Techno Commercial Un-priced Bid and shall reach the office of the CGM-Contracts, OIL, FHQ at Duliajan on or before **14:15 Hrs (IST)** on the bid closing/opening date. A scanned copy of the bid security shall however be uploaded along with the Technical Bid. The amount of Bid Security shall be as per the EMD/Bid Security amount mentioned in **“FORWARDING LETTER”** of the tender. Bid without proper & valid bid security shall be rejected.  
**Note:** For detailed procedure for submission of bid security and rejection criteria, please refer to **Clause No. 12.0 of ITB.**
- Exemption from submission of bid security shall be governed by GeM GTC.
- 5.5 Bid Documents are non-transferable. Bid can only be submitted in the name of the bidder in whose name the bid document has been issued.
- 5.6 Any bid received in the form of Physical document/Telex/Cable/Fax/E-mail shall not be accepted.
- 5.7 Bids shall be typed or written in indelible ink. 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.
- 5.8 Any bid containing false statement shall be rejected and action shall be taken by Company as per Bid Document.
- 5.9 Bidder must accept and comply with the following provisions as given in the Tender Document in toto, failing which the offer will be rejected:
- (i) Firm price
  - (ii) Bid 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

5.10 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.

5.11 Bid received with validity of offer less than 120 (One Hundred Twenty) days from bid opening date shall be rejected.

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

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

5.13 Bidders should not be under liquidation/bankruptcy/undergoing any insolvency resolution process as on Bid Closing date. Further neither the Bidders nor any of any of its allied concerns/partners or associates or directors or proprietors involved in any capacity should be under Holiday List/Banning List/Suspension List of OIL as on Bid Closing date. Bidders shall submit undertaking towards compliance of above as per the prescribed formats (**Appendix-1 & Appendix-2**) along with the bid. If any bidder declines to submit the above undertakings, their bids shall be liable for rejection.

5.14 Only one bid against a party offering individually as well as under Proprietorship/Partnership firms shall be accepted. In case any bidder is found to submit more than one bid including separate bids under proprietorship as well as under any Partnership firm then all the bids submitted by the bidder in his own name or in the name of firm where he/she is a partner/sole proprietor will be rejected.

- 5.15 The bidder shall submit an undertaking/declaration as per **Appendix-3** confirming that they have read and understood OIL's Banning Policy and that neither they nor any of their allied concerns or partners or associates or directors, or proprietors involved in any capacity, are currently on OIL's Holiday/Banning List. Further, the bidder shall confirm that neither they nor any of their aforementioned entities have, during the last three years, been involved in any transgression with any company conforming to the Transparency International (TI) approach or with any Public Sector Enterprise of India that could justify exclusion from the tender process. The bidder shall also disclose details of all such allied entities, if any, as required under the Banning Policy.

**6.0 PRICE EVALUATION CRITERIA:**

- 6.1 The bids conforming to the technical specifications, terms and conditions stipulated in the bidding document and considered to be responsive after subjecting to Evaluation Criteria mentioned above will be considered for Price Evaluation as per criteria given below.
- 6.2 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 will be paid on the basis of the actual number of days/parameter, as the case may be.
- 6.3 Bidders are required to quote for all the items as per Price Bid Format. In case the bidder does not quote against any of the line items, the total bid value shall be considered as inclusive of the cost of the service/item.
- 6.4 The bidders are advised not to offer any discount/rebate separately and to offer their prices after considering discount/rebate, if any.
- 6.5 Conditional and unsolicited discount will not be considered in evaluation. However, if such bidder happens to be the lowest recommended bidder, unsolicited discount without any condition will be considered for computing the contract price.
- 6.6 The inter-se-ranking of the techno-commercially qualified bidders will be determined on overall lowest cost basis (L-1 offer) i.e. considering the Total quoted price inclusive of all liabilities and quoted GST.
- 6.7 Based on the evaluation of techno-commercially qualified bidders, the job will be awarded to the L-1 bidder.
- 6.8 In case of identical overall lowest offered rate by more than 01 (one) bidder, the selection shall be made in accordance with GeM GTC.
- 6.9 OIL shall prefer to deal with registered bidder under GST. Therefore, bidders are requested to get themselves registered under GST, if not registered yet. However, in

case any unregistered bidder is submitting their bid, their prices will be loaded with applicable GST while evaluation of bid.

- 6.10 Quoted unit rates against each Line Item of the price bidding format shall be considered only up to 2 decimal places without rounding off for evaluation. In case the unit rate against a line item is found blank, the cost of that particular service shall be considered as inclusive in the total offered price.
- 6.11 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.
- 6.12 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.
- 6.13 Price Bid uploaded without giving any details of the taxes (Including rates and amounts) shall be considered as inclusive of all taxes including GST.
- 6.14 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.

**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 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.
- 7.3 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.

- 7.4 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 shall be evaluated based on the submission. Clarifications if decided to be sought at the option of Company, the same shall be limited to the original submissions only and no independent fresh submission shall be called for/permitted. However, mere submission of such clarification shall not make the offer responsive, unless company is satisfied with the substantial responsiveness of the offer.
- 7.5 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.
- 7.6 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.
- 7.7 OIL shall not be responsible for delay, loss or non-receipt of applications for participating in the bid sent by mail and will not entertain any correspondence in this regard.
- 7.8 The originals of such documents [furnished by bidder(s)] shall have to be produced by bidder(s) to OIL as and when asked for.
- 8.0 PURCHASE PREFERENCE CLAUSE:** Purchase Preference to Micro and Small Enterprises (MSE) falling within the price band of L1+15% and Purchase Preference Policy Linked with Local Content (PP-LC) falling within the price band of L1+20% shall be applicable to this tender.
- 8.1.1 **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.

- 8.1.2 **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. The margin of purchase preference shall be 20%.
- 8.1.3 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.

## **9.0 DOCUMENT AUTHENTICITY UNDERTAKING:**

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

- 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 CERTIFICATION OF DOCUMENTS BY INDEPENDENT THIRD-PARTY INSPECTION AGENCIES (TPIA):**

- 11.1 Oil India Limited (OIL) has engaged the following 17 (Seventeen) Independent Inspection Agencies for a period of 04 (Four) years up to 06.06.2028 to verify and certify various documents submitted by the bidders required against BEC/BRC of the tender:

<b>Sl. No.</b>	<b>Name of Independent Inspection Agency</b>	<b>Contact E-mail ID</b>
i.	M/s. Dr. Amin Controllers Pvt. Ltd.	a. <a href="mailto:rkjain@rcaindia.net">rkjain@rcaindia.net</a> b. <a href="mailto:Pradeep.mathur@rcaindia.net">Pradeep.mathur@rcaindia.net</a> c. <a href="mailto:info@rcaindia.net">info@rcaindia.net</a>
ii.	M/s. TUV India Private Limited	a. <a href="mailto:noida@tuv-nord.com">noida@tuv-nord.com</a> b. <a href="mailto:mumbai@tuv-nord.com">mumbai@tuv-nord.com</a> c. <a href="mailto:salim@tuv-nord.com">salim@tuv-nord.com</a>
iii.	M/s Conformity India International Private Limited	a. <a href="mailto:mktg@ciindia.in">mktg@ciindia.in</a>
iv.	M/s Ravi Energic Private Limited	a. <a href="mailto:baroda@ravienergic.com">baroda@ravienergic.com</a> b. <a href="mailto:tpia@ravienergic.com">tpia@ravienergic.com</a>
v.	M/s SGS India Private Limited	a. <a href="mailto:dhaval.vora@sgs.com">dhaval.vora@sgs.com</a> b. <a href="mailto:sgs.india@sgs.com">sgs.india@sgs.com</a>
vi.	M/s Assure Quality Management Certification Services Private Limited	a. <a href="mailto:aqmcs@aqmcs.com">aqmcs@aqmcs.com</a>
vii.	M/s. IRCLASS Systems and Solutions Private Limited	a. <a href="mailto:industrial_services@irclass.org">industrial_services@irclass.org</a> b. <a href="mailto:Bhavesh.satam@irclass.org">Bhavesh.satam@irclass.org</a>
viii.	M/s. TÜV Rheinland (India) Pvt. Ltd.	a. <a href="mailto:Shailesh.deotale@ind.tuv.com">Shailesh.deotale@ind.tuv.com</a> b. <a href="mailto:Kaushal.gohil@ind.tuv.com">Kaushal.gohil@ind.tuv.com</a> c. <a href="mailto:info@ind.tuv.com">info@ind.tuv.com</a> d. <a href="mailto:ravi.kumar@ind.tuv.com">ravi.kumar@ind.tuv.com</a>
ix.	M/s Gulf Lloyd Industrial Services (I) Pvt. Ltd.	a. <a href="mailto:contact@gulflloyds.com">contact@gulflloyds.com</a> b. <a href="mailto:inspection@gulflloyds.com">inspection@gulflloyds.com</a>
x.	M/s Baltic Testing India Pvt. Ltd.	a. <a href="mailto:office@balticcontrolindia.com">office@balticcontrolindia.com</a>
xi.	M/s Sanmarg Engineering Validation & Assessment	a. <a href="mailto:Amitra@sanmargeva.com">Amitra@sanmargeva.com</a>
xii.	M/s Meenar Global Consultants LLP	a. <a href="mailto:sales@mgellp.in">sales@mgellp.in</a>
xiii.	M/s Rites Limited	a. <a href="mailto:nrinspn@rites.com">nrinspn@rites.com</a> b. <a href="mailto:info@rites.com">info@rites.com</a> c. <a href="mailto:sbu.ninsp@rites.com">sbu.ninsp@rites.com</a>
xiv.	M/s Bureau Veritas (India) Private Limited	a. <a href="mailto:bvindia.corporate@bureauveritas.com">bvindia.corporate@bureauveritas.com</a>
xv.	M/s TUV SUD South Asia Private Limited	a. <a href="mailto:Hemant.chavan@tuvsud.com">Hemant.chavan@tuvsud.com</a> b. <a href="mailto:Jayashree.rane@tuvsud.com">Jayashree.rane@tuvsud.com</a>
xvi.	M/s Adornment Engineers India Private Limited	a. <a href="mailto:jks@adornmentengineers.com">jks@adornmentengineers.com</a>

xvii.	M/s TCRC Inspections Pvt. Ltd.	a. <a href="mailto:admin@tereinspections.com">admin@tereinspections.com</a> b. <a href="mailto:ashismallick@teregroup.com">ashismallick@teregroup.com</a> c. <a href="mailto:tenders@teregroup.com">tenders@teregroup.com</a>
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- 11.2 Bidders are required to have their documents, as mandated under the Bid Evaluation Criteria (BEC)/Bid Rejection Criteria (BRC) of the tender, verified and certified by any one of the empanelled Independent Third-Party Inspection Agencies listed above. The Inspection Certificate, duly issued by the selected agency, must be submitted along with the Technical Bid. All costs related to verification and certification by the Third-Party Inspection Agencies shall be borne solely by the respective bidders. Payments in this regard shall be made directly by the bidders to the Inspection Agencies. OIL shall not be held responsible for any payment-related dispute between the bidders and the inspection agencies.
- 11.3 The verified and certified documents must be submitted along with the Technical Bid. Any bid submitted with un-verified supporting documents shall not be considered. However, in case a bidder submits its bid along with all relevant supporting documents as per BEC/BRC without getting all/some of them verified by the designated Independent Inspection agency, such bid can be provisionally considered, provided it is accompanied by an **Undertaking by the Bidder on their official letterhead towards submission of the duly verified and certified copies/Inspection Certificate within 07 (Seven) days from the actual date of bid opening**. No reminders or clarifications will be issued by the Company in this regard, and failure to submit the verified/certified documents within the stipulated time shall result in outright rejection of the bid, at the sole risk and responsibility of the bidder.
- 11.4 The methodology of verification/certification of documents followed by the agencies is broadly as under, but not limited to:
- (a) It is the sole responsibility of the bidders intending to participate in the tender to thoroughly understand the requirements of the tender, particularly the documents required under BEC/BRC. The bidders must present all relevant documents to any of the empaneled third-party certifying agencies for verification/certification. Neither OIL nor the Inspection Agencies shall be responsible for the selection or appropriateness of the documents submitted for verification. It is entirely the bidder's responsibility to ensure that the appropriate documents are verified/certified in support of BEC/BRC compliance.
  - (b) The concerned Independent Third-Party Inspection Agencies shall depute their qualified/competent inspector to the Bidder's premises to check the original documents and certify the copies which the bidder shall submit along with their bids. OIL will reserve the right to ask the inspection agencies to verify the documents with source, if required at no extra cost to OIL. Verification/Certification of documents by OIL's empanelled third-party inspection agencies shall not automatically make the bidder techno-commercially-acceptable or eligible for award of contract.

(c) Verification/Certification of documents are normally categorized as under:

**i General Requirement:**

- Check Bidder's PAN Card
- Check Bidder's GST Certificate
- Check Bidder's Certificate of Incorporation
- Power of Attorney

**ii Additional Documents: (If applicable against the tender)**

- Bidders general structure and organization
- Joint Ventures Agreements – To cross-check with JV Partners
- Consortium Agreements – To cross-check with Consortium Partners
- Holding/Parent/Subsidiary/Sister Subsidiary/Co-Subsidiary Company – To check the Share Holding pattern, Corporate Guarantee etc.

**iii Technical Criteria**

- To check Experience Proof- Completion Certificates, Reference contact verification, Original Work Order/Contract Copy and any other document(s), if called for vide BEC/BRC of the Tender.
- Health, Safety and Environmental Management Policy

**iv Financial Criteria**

- Line of credit, if incorporated in the tender.

**Notes:**

- (i) Bidder's self-declared undertakings, Audited Balance Sheet & Profit-loss statement and/or CA certificate having UDIN are not required to be verified by the TPI agency. If any documents, LOI/LOA/Contracts, etc., submitted towards BEC/BRC experience criteria are issued by Oil India Limited, such documents need not be verified by TPI agency.
- (ii) Undertaking from TPI Agency as per format (**PROFORMA-XX**) enclosed should be submitted along with the Bid.
- (iii) **In case of clarifications sought by OIL against BEC/BRC, supporting documents (historical in nature) to those submitted in the original bid will also have to be verified from the same TPI agency which has originally verified their bid documents. OIL shall categorically mention the documents that are to be submitted with TPI verification in the clarification sought. In case the bidder fails to submit the TPI verified documents, as sought by OIL, as part of their clarification, their offer will be liable for rejection.**

**12.0 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*

**PROFORMA-XVI (a)**

**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

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

Signature \_\_\_\_\_

Name

Designation

Common seal of the Company

**Witness:**

2. Signature  
Full Name  
Address

**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/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 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.

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.

**PROFORMA-XVIII**

**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. I of **Notes to BEC Clause 3.0.**

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.

**PROFORMA FOR UNDERTAKING FROM THIRD PARTY INSPECTION AGENCY**

**(to be submitted on official letter head)**

**TO  
M/s OIL INDIA LIMITED**

-----

-----

Sir,

**SUB: OIL's Tender No.....**

M/s. \_\_\_\_\_ having registered office at \_\_\_\_\_  
intend to participate in the above referred tender of OIL INDIA LIMITED.

The tender conditions stipulates that the bidder shall submit documents pertaining to Bid Evaluation Criteria (BEC), duly verified and certified by designated independent Third-Party Inspection Agency.

In this regard this is to certify that copies of documents pertaining to Bid Evaluation Criteria (BEC)/Bid Rejection Criteria (BRC) submitted to us by the bidder have been verified and certified by us with originals and found to be genuine and authentic. We have signed and stamped on the copies of all the verified and certified documents having \_\_\_nos. pages.

Note: In the event of any requirement, OIL reserves the right to ask the inspection agencies to verify the documents with source, if required at no extra cost to OIL.

Thanking you,

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

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

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

**To,  
M/s. OIL INDIA LIMITED**

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**TENDER NO.** \_\_\_\_\_

**Tender Description:** \_\_\_\_\_

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

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

- a) We, \_\_ (Name of the bidder) solemnly affirm that we have read and understood OIL's Banning Policy as available at OIL's website <https://www.oil-india.com/banning-policy> and accept the Banning Policy in toto without any demur, protest, reservations and agree to be bound by the said Policy.
- b) We, hereby declare that neither our company nor any of its allied concerns, partners or associates or directors or proprietors involved in any capacity, are currently put on holiday list/banning list by OIL debarring us/them from carrying on business dealings with OIL.
- c) We, also hereby declare that neither our company nor any of its allied concerns, partners or associates or directors or proprietors involved in any capacity, have not been involved in any previous transgressions in the last 3 years with any other company in any country conforming to the TI (Transparency International) approach or with any other Public Sector Enterprise in India that could justify his exclusion from the tender process.

d) We, disclose the following allied concerns, partners or associates or directors or proprietors involved in any capacity in terms of the definition of Allied firms given in the “Banning Policy” of Oil India Limited:

<b>Sl. No.</b>	<b>Name</b>	<b>Address</b>	<b>PAN No.</b>	<b>GST No.</b>	<b>OIL Vendor Code</b>

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

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

(Name & Signature of the authorized signatory  
the bidder)

**TECHNICAL EVALUATION SHEET FOR BEC/BRC/PQC 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>ELIGIBILITY CRITERIA:</u></b></p> <p><b>The bidder must be incorporated/registered in India and must maintain more than or equal to 20% local content (LC) for the offered services to be eligible to bid against this tender.</b></p>			

	<p>Regarding calculation of local content and submission of documents during bidding &amp; execution of contracts, provision of <b>Public Procurement (Preference to Make in India) Order, 2017 of Department for Promotion of Industry and Internal Trade (DPIIT), Govt. of India as revised vide Order No. P45021/2/2017-PP (BE-II) dated 16th September 2020 (and as amended time to time) with modifications as notified vide MoP&amp;NG Order No. FP-20013/2/2017-FP-PNG-Part (4) (E-41432) dated 26th April 2022 (including subsequent amendments thereof, if any)</b>, shall be applicable.</p> <p>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.</p> <p>Whether or not the bidders want to avail PP-LC benefit against this tender, it is mandatory for them to meet the following at the bidding stage:</p> <p>(a) The bidder must provide the <b>specific percentage (%) of local content</b> in their bid, without which the bid shall be liable for rejection being non-compliant.</p> <p>(b) The Bidder shall submit an undertaking from the authorised signatory of bidder having the Power of Attorney along with the bid specifying the LC Percentage and such undertaking shall become a part of the contract, if awarded. [Format enclosed as <b>PROFORMA-XII</b>].</p> <p>(c) Bidder to submit a copy of their Certificate of Incorporation/registration in India.</p>			
3	<b>3.0 TECHNICAL CRITERIA:</b>			

	<p>3.1 Bidder must have experience of successfully executing/completing at least one job in <b>‘providing managed services in security solutions like email security/NGFW/EDR (Endpoint Detection &amp; Response)/Zero-trust Network Access (ZTNA)/DNS Security/CASB’</b>, of value of minimum <b>Rs. 82,72,500.00 (Rupees Eighty-Two Lakh Seventy-Two Thousand Five Hundred)</b> only, over the last seven (07) years reckoned from the original bid closing date in PSUs/Central Government/State Government Organization/Nationalized Banks/Public Limited Company, in India.</p> <p>3.2 The bidder must submit along with the bid a valid and authentic Manufacturer Authorization Form (MAF) issued by the OEM, duly signed and sealed, on the OEM’s official letterhead. Bids without the MAF shall be summarily rejected.</p>			
4	<p><b><u>Notes to BEC Clause 3.0 above:</u></b></p> <p><b>A.</b> For proof of requisite experience (refer Clause No. 3.0 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, AND</p> <p>ii) Job Completion Certificate issued by the end user/client in their official letter head duly sealed and signed showing:</p> <p>a) Gross value of job done b) Nature of jobs done and Work Order No./Contract No. 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> <ul style="list-style-type: none"> <li>a) Work Order No./Contract No.</li> <li>b) Gross value of jobs done.</li> <li>c) Period of service</li> <li>d) Nature of service</li> </ul> <p><b>B.</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.</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. 3.0 shall only be treated as acceptable experience.</p> <p><b>D.</b> Following work experience shall also be taken into consideration:</p> <ul style="list-style-type: none"> <li><b>(a)</b> If the prospective bidder is executing a contract in which work (as mentioned under Clause No. 3.0) 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.</li> <li><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 seven (07) years</li> </ul>			
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		<p>reckoned from the original bid closing date. In this case, the value of work done during the period falling within the last seven years must be equal to or more than the minimum prescribed value under Clause No. 3.0.</p> <p><b>(c)</b> If the prospective bidder has executed a contract in which work (as mentioned under Clause No. 3.0) 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 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 value/quantity/period of work (as mentioned under Clause No. 3.0) which should be certified by the end user or a certificate issued by a practicing Chartered/Cost Accountant Firm (with Membership Number &amp; Firm Registration Number).</li> </ul> <p><b>E.</b> Experience of executing work (as mentioned under Clause No. 3.0) through 'sub-contracting' shall not be considered for evaluation.</p> <p><b>F.</b> Work executed (as mentioned under Clause No. 3.0) 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 3.0.</p> <p><b>H.</b> Bidders submitting their bid based on the experience of their Technical Collaborator/Joint Venture/Parent/Subsidiary/Co</p>			
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subsidiary/Sister Subsidiary/MOU with another party shall not be considered. Bids from Consortium, Joint Venture shall also not be considered.

**I. ELIGIBILITY CRITERIA IN CASE BID IS SUBMITTED ON THE BASIS OF THE TECHNICAL EXPERIENCE OF THE PARENT/SUBSIDIARY COMPANY**

Offers of those bidders who themselves do not meet the experience criteria as stipulated in **Clause no. 3.0** above can also be considered provided the bidder is a subsidiary company of the parent company [**supporting company, which holds more than fifty percent of the paid-up equity share capital of the bidder**] who fulfils the experience criteria. Similarly, bid from parent company can also be considered on the strength of requisite experience of its subsidiary [**supporting company, in which the bidder holds more than fifty percent of the paid-up equity share capital**]. However, the parent/subsidiary company (as the case may be) of the bidder should on its own meet the experience as stipulated in the BEC and should not rely for meeting the experience criteria on its sister subsidiary/co-subsidiary company or through any other arrangement like Technical Collaboration agreement.

In case of bidder who is a subsidiary company dependent upon the experience of the parent company or vice-versa with a view to ensure commitment and involvement of the parent/subsidiary company (Supporting Company) for successful execution of the contract, the participating bidder should enclose a Parent/Subsidiary Agreement (**As per format enclosed vide**

**PROFORMA-XVI a)** and also a parent/subsidiary Guarantee (**As per format enclosed vide PROFORMA-XVI b)** to OIL for fulfilling the obligation under the Agreement, along with the technical bid.

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

- i. An undertaking should be submitted by the Supporting Company to provide additional Performance Security (**as per format and instructions enclosed as PROFORMA-XVII**) 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 to the effect that in addition to invoking the performance security submitted by the contractor, the performance security provided by supporting company shall be invoked by OIL due to non-performance of the contractor.
- 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

		<p>by the Company Secretary or one of the Directors of the company concerned. The above certificate should not be more than 30 days old as on the original bid closing date.</p> <p>iv. Bidders quoting on the technical strength of Supporting Company [Parent/ Subsidiary] (who qualifies the Technical requirement as per the tender qualifying criteria) should provide the respective services of key personnel from the supporting company for a minimum duration of 50% of the Contract period during execution of the contract. Declaration from the bidder as well as from the supporting Company are required to be submitted with Un-Priced Techno-Commercial bid <b>as per format enclosed as PROFORMA-XVIII.</b></p>			
5	4.0	<p><b><u>FINANCIAL CRITERIA:</u></b></p> <p>4.1 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. 82,72,500.00 (Rupees Eighty-Two Lakh Seventy-Two Thousand Five Hundred)</b> only.</p> <p>4.2 Net worth of the bidder must be Positive for the preceding financial/accounting year preceding the Original Bid Closing date.</p> <p>4.3 In case the bidder is a <b>subsidiary company</b> (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, then documents need to be submitted along with the technical bid in support of the following:</p>			

		<p>(i) Annual Financial Turnover from the operation of the supporting company shall be as per clause no. 4.1 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 4.2 above.</p> <p>(iii) <b>Corporate Guarantee (as per format enclosed as PROFORMA-XIX)</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 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 supporting company to establish the relationship and equity percentage holding between bidding company and the supporting company. The certificates should be duly concurred/endorsed by the Company Secretary or one of the Directors of the company concerned.</p> <p><b>Note:</b> The above certificate should not be more than 30 days old as on the original bid closing date.</p> <p><u>Note:</u></p> <p>i. Annual Financial Turnover of the bidder from operations shall mean: 'Aggregate value of the realization of amount made from the</p>			
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		<p>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>			
6		<p><b><u>Notes to BEC Clause No. 4.0 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) Financial Statements (Balance Sheet &amp; Profit &amp; Loss account <b>along with all the schedules/notes forming part of the Balance sheet &amp; Profit and Loss Account</b>) audited by the auditors appointed under the statute like Companies Act etc. wherever applicable. In cases where the bidding/ supporting company (as applicable) are not required to prepare Audited Financial Statements as per the Law of the Land of the country of the bidding/supporting company as applicable, the bidder shall provide documentary evidence for the same along with a certificate from a practicing Chartered Accountant or equivalent to this effect. The bidder must also submit the financial statement as per the accounting standards of the country of the bidding/supporting company as the case may be, duly certified by the practicing-chartered accountant or equivalent.</p> <p style="text-align: center;">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 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>			
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		<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 4.1 &amp; 4.2.</p>			
7	5.0	<p><b><u>COMMERCIAL EVALUATION CRITERIA:</u></b></p> <p>5.1 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 &amp; technical credentials of the bidder and any other document as asked for in the bid document. <b>There should not be any indication of price in the Technical bid; otherwise, the bid shall be rejected straightaway.</b></p> <p>5.2 <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.] Bidder(s) should ensure that the Total Bid Price (including GST) in the GeM Portal is equal to the Total estimated contract cost (including GST) in PRICE BIDDING FORMAT.</b></p>			

	<p><b>Note:</b></p> <p>a) <b>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.</b></p> <p>b) <b>The total price entered in the GeM portal (inclusive GST) shall be used for ranking. In case of mismatch between the Total Price (inclusive GST) in the GeM Portal and the Total estimated contract cost (inclusive GST) in PRICE BIDDING FORMAT, then the Total Price (inclusive GST) in the GeM Portal shall prevail for award of contract.</b></p> <p>5.3 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 adjustable price quotation other than the above shall be treated as non-responsive and rejected.</p> <p>5.4 <b>EMD/Bid Security:</b> Bid Security in original shall be furnished as a part of the Techno Commercial Un-priced Bid and shall reach the office of the CGM-Contracts, OIL, FHQ at Duliajan on or before <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>			
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		<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></p> <p>Exemption from submission of bid security shall be governed by GeM GTC.</p> <p>5.5 Bid Documents are non-transferable. Bid can only be submitted in the name of the bidder in whose name the bid document has been issued.</p> <p>5.6 Any bid received in the form of Physical document/Telex/Cable/Fax/E-mail shall not be accepted.</p> <p>5.7 Bids shall be typed or written in indelible ink. 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.</p> <p>5.8 Any bid containing false statement shall be rejected and action shall be taken by Company as per Bid Document.</p> <p>5.9 Bidder must accept and comply with the following provisions as given in the Tender Document in toto, failing which the 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> </ul>			
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	<ul style="list-style-type: none"> <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>5.10 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.</p> <p>5.11 Bid received with validity of offer less than 120 (One Hundred Twenty) days from bid opening date shall be rejected.</p> <p>5.12 The Integrity Pact is applicable against this tender. OIL shall be entering into an Integrity Pact with the bidders as per format enclosed vide “<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>			
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In the event of any dispute between the management and the management and the contractor relating to those contracts where Integrity Pact is applicable, in case, both parties are agreeable, they may try to settle dispute through mediation before the panel of IEMs in a time bound manner. if required, the organizations may adopt any mediation rules for this purpose. In case, the dispute remains unresolved even after mediation by the panel of IEMs, the organization may take further action as per the terms and conditions of the contract. The fees/expenses on dispute resolution shall be equally shared by both parties.

5.13 Bidders should not be under liquidation/bankruptcy/undergoing any insolvency resolution process as on Bid Closing date. Further neither the Bidders nor any of any of its allied concerns/partners or associates or directors or proprietors involved in any capacity should be under Holiday List/Banning List/Suspension List of OIL as on Bid Closing date. Bidders shall submit undertaking towards compliance of above as per the prescribed formats **(Appendix-1 & Appendix-2)** along with the bid. If any bidder declines to submit the above undertakings, their bids shall be liable for rejection.

5.14 Only one bid against a party offering individually as well as under Proprietorship/Partnership firms shall be accepted. In case any bidder is found to submit more than one bid including separate bids under proprietorship as well as under any Partnership firm then all the bids submitted by the bidder in his own name or in the name of firm where he/she is a partner/sole proprietor will be rejected.

		<p>5.15 The bidder shall submit an undertaking/declaration as per <b>Appendix-3</b> confirming that they have read and understood OIL's Banning Policy and that neither they nor any of their allied concerns or partners or associates or directors, or proprietors involved in any capacity, are currently on OIL's Holiday/Banning List. Further, the bidder shall confirm that neither they nor any of their aforementioned entities have, during the last three years, been involved in any transgression with any company conforming to the Transparency International (TI) approach or with any Public Sector Enterprise of India that could justify exclusion from the tender process. The bidder shall also disclose details of all such allied entities, if any, as required under the Banning Policy.</p>			
8	6.0	<p><b><u>PRICE EVALUATION CRITERIA:</u></b></p> <p>6.1 The bids conforming to the technical specifications, terms and conditions stipulated in the bidding document and considered to be responsive after subjecting to Evaluation Criteria mentioned above will be considered for Price Evaluation as per criteria given below.</p> <p>6.2 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 will be paid on the basis of the actual number of days/parameter, as the case may be.</p> <p>6.3 Bidders are required to quote for all the items as per Price Bid Format. In case the bidder does not quote against any of the line</p>			

		<p>items, the total bid value shall be considered as inclusive of the cost of the service/item.</p> <p>6.4 The bidders are advised not to offer any discount/rebate separately and to offer their prices after considering discount/rebate, if any.</p> <p>6.5 Conditional and unsolicited discount will not be considered in evaluation. However, if such bidder happens to be the lowest recommended bidder, unsolicited discount without any condition will be considered for computing the contract price.</p> <p>6.6 The inter-se-ranking of the techno-commercially qualified bidders will be determined on overall lowest cost basis (L-1 offer) i.e. considering the Total quoted price inclusive of all liabilities and quoted GST.</p> <p>6.7 Based on the evaluation of techno-commercially qualified bidders, the job will be awarded to the L-1 bidder.</p> <p>6.8 In case of identical overall lowest offered rate by more than 01 (one) bidder, the selection shall be made in accordance with GeM GTC.</p> <p>6.9 OIL shall prefer to deal with registered bidder under GST. Therefore, bidders are requested to get themselves registered under GST, if not registered yet. However, in case any unregistered bidder is submitting their bid, their prices will be loaded with applicable GST while evaluation of bid.</p> <p>6.10 Quoted unit rates against each Line Item of the price bidding format shall be considered only up to 2 decimal places without</p>			
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		<p>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.</p> <p>6.11 When a bidder mentions taxes as extra without specifying the 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>6.12 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>6.13 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>6.14 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>			
9	7.0	<p><b><u>GENERAL:</u></b></p> <p>7.1 In case bidder takes exception to any clause of bidding document not covered under BEC/BRC, then the Company has the</p>			

		<p>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.</p> <p>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 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>7.3 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>7.4 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</p>			
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		<p>which the offer shall be evaluated based on the submission. Clarifications if decided to be sought at the option of Company, the same shall be limited to the original submissions only and no independent fresh submission shall be called for/permitted. However, mere submission of such clarification shall not make the offer responsive, unless company is satisfied with the substantial responsiveness of the offer.</p> <p>7.5 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>7.6 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>7.7 OIL shall not be responsible for delay, loss or non-receipt of applications for participating in the bid sent by mail and will not entertain any correspondence in this regard.</p> <p>7.8 The originals of such documents [furnished by bidder(s)] shall have to be produced by bidder(s) to OIL as and when asked for.</p>			
10	<b>8.0</b>	<p><b><u>PURCHASE PREFERENCE CLAUSE:</u></b> Purchase Preference to Micro and Small Enterprises (MSE) falling within the price band of L1+15% and Purchase Preference Policy Linked with Local Content (PP-LC) falling within the price band of L1+20% shall be applicable to this tender.</p> <p>8.1.1 <b><u>Documentation required to be submitted by MSEs:</u></b> Categorization and various criteria applicable to MSE bidders shall</p>			

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.

8.1.2 **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

		<p>Purchase preference, accordingly. The margin of purchase preference shall be 20%.</p> <p>8.1.3 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.</p> <p><b>Note:</b> Services under this tender is not splitable.</p>			
11	<b>9.0</b>	<p><b><u>DOCUMENT AUTHENTICITY UNDERTAKING:</u></b></p> <p>Bidders should note that Company (OIL) may verify authenticity of all the documents/certificates/information submitted by the bidder(s) against the tender. In case at any stage of tendering process or Contract execution etc., if it is established that bidder has submitted forged documents/certificates/information towards fulfilment of any of the tender/contract conditions, Company shall immediately reject the bid of such bidder(s) or cancel/terminate the contract besides taking action as per OIL's Banning Policy dated 6th January 2017 revised on 17.03.2023, available in the OIL's website. Accordingly, service provider/vendor to submit the Undertaking of authenticity of information/documents submitted as per <b>Proforma-VII</b>.</p>			
12	<b>10.0</b>	<p><b><u>COMPLIANCE OF THE COMPETITION ACT, 2002:</u></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>			
13	<b>11.0</b>	<p><b><u>CERTIFICATION OF DOCUMENTS BY INDEPENDENT THIRD-PARTY INSPECTION AGENCIES (TPIA):</u></b></p>			

11.1 Oil India Limited (OIL) has engaged the following 17 (Seventeen) Independent Inspection Agencies for a period of 04 (Four) years up to 06.06.2028 to verify and certify various documents submitted by the bidders required against BEC/BRC of the tender:

Sl. No.	Name of Independent Inspection Agency	Contact E-mail ID
i.	M/s. Dr. Amin Controllers Pvt. Ltd.	a. <a href="mailto:rkjain@rcaindia.net">rkjain@rcaindia.net</a> b. <a href="mailto:Pradeep.mathur@rcaindia.net">Pradeep.mathur@rcaindia.net</a> c. <a href="mailto:info@rcaindia.net">info@rcaindia.net</a>
ii.	M/s. TUV India Private Limited	a. <a href="mailto:noida@tuv-nord.com">noida@tuv-nord.com</a> b. <a href="mailto:mumbai@tuv-nord.com">mumbai@tuv-nord.com</a> c. <a href="mailto:salim@tuv-nord.com">salim@tuv-nord.com</a>
iii.	M/s Conformity India International Private Limited	a. <a href="mailto:mktg@ciindia.in">mktg@ciindia.in</a>
iv.	M/s Ravi Energic Private Limited	a. <a href="mailto:baroda@ravienergic.com">baroda@ravienergic.com</a> b. <a href="mailto:tpia@ravienergic.com">tpia@ravienergic.com</a>
v.	M/s SGS India Private Limited	a. <a href="mailto:dhaval.vora@sgs.com">dhaval.vora@sgs.com</a> b. <a href="mailto:sgs.india@sgs.com">sgs.india@sgs.com</a>
vi.	M/s Assure Quality Management Certification Services Private Limited	a. <a href="mailto:aqmcs@aqmcs.com">aqmcs@aqmcs.com</a>
vii.	M/s. IRCLASS Systems and Solutions Private Limited	a. <a href="mailto:industrial_services@irclass.com">industrial_services@irclass.com</a> b. <a href="mailto:Bhavesh.satam@irclass.com">Bhavesh.satam@irclass.com</a>

			viii.	M/s. TÜV Rheinland (India) Pvt. Ltd.	<ul style="list-style-type: none"> <li>a. <a href="mailto:Shailesh.deotale@ind.tuv.com">Shailesh.deotale@ind.tuv.com</a></li> <li>b. <a href="mailto:Kaushal.gohil@ind.tuv.com">Kaushal.gohil@ind.tuv.com</a></li> <li>c. <a href="mailto:info@ind.tuv.com">info@ind.tuv.com</a></li> <li>d. <a href="mailto:ravi.kumar@ind.tuv.com">ravi.kumar@ind.tuv.com</a></li> </ul>			
			ix.	M/s Gulf Lloyd Industrial Services (I) Pvt. Ltd.	<ul style="list-style-type: none"> <li>a. <a href="mailto:contact@gulffloyds.com">contact@gulffloyds.com</a></li> <li>b. <a href="mailto:inspection@gulffloyds.com">inspection@gulffloyds.com</a></li> </ul>			
			x.	M/s Baltic Testing India Pvt. Ltd.	<ul style="list-style-type: none"> <li>a. <a href="mailto:office@balticcontrolindia.com">office@balticcontrolindia.com</a></li> </ul>			
			xi.	M/s Sanmarg Engineering Validation & Assessment	<ul style="list-style-type: none"> <li>a. <a href="mailto:Amitra@sanmargeva.com">Amitra@sanmargeva.com</a></li> </ul>			
			xii.	M/s Meenar Global Consultants LLP	<ul style="list-style-type: none"> <li>a. <a href="mailto:sales@mgellp.in">sales@mgellp.in</a></li> </ul>			
			xiii.	M/s Rites Limited	<ul style="list-style-type: none"> <li>a. <a href="mailto:nrinspn@rites.com">nrinspn@rites.com</a></li> <li>b. <a href="mailto:info@rites.com">info@rites.com</a></li> <li>c. <a href="mailto:sbu.ninsp@rites.com">sbu.ninsp@rites.com</a></li> </ul>			
			xiv.	M/s Bureau Veritas (India) Private Limited	<ul style="list-style-type: none"> <li>a. <a href="mailto:bvindia.corporate@bureauveritas.com">bvindia.corporate@bureauveritas.com</a></li> </ul>			
			xv.	M/s TUV SUD South Asia Private Limited	<ul style="list-style-type: none"> <li>a. <a href="mailto:Hemant.chavan@tuvsud.com">Hemant.chavan@tuvsud.com</a></li> <li>b. <a href="mailto:Jayashree.rane@tuvsud.com">Jayashree.rane@tuvsud.com</a></li> </ul>			
			xvi.	M/s Adornment Engineers India Private Limited	<ul style="list-style-type: none"> <li>a. <a href="mailto:jks@adornmentengineers.com">jks@adornmentengineers.com</a></li> </ul>			
			xvii.	M/s TCRC Inspections Pvt. Ltd.	<ul style="list-style-type: none"> <li>a. <a href="mailto:admin@tereinspections.com">admin@tereinspections.com</a></li> <li>b. <a href="mailto:ashismallick@teregroup.com">ashismallick@teregroup.com</a></li> <li>c. <a href="mailto:tenders@teregroup.com">tenders@teregroup.com</a></li> </ul>			

	<p>11.2 Bidders are required to have their documents, as mandated under the Bid Evaluation Criteria (BEC)/Bid Rejection Criteria (BRC) of the tender, verified and certified by any one of the empanelled Independent Third-Party Inspection Agencies listed above. The Inspection Certificate, duly issued by the selected agency, must be submitted along with the Technical Bid. All costs related to verification and certification by the Third-Party Inspection Agencies shall be borne solely by the respective bidders. Payments in this regard shall be made directly by the bidders to the Inspection Agencies. OIL shall not be held responsible for any payment-related dispute between the bidders and the inspection agencies.</p> <p>11.3 The verified and certified documents must be submitted along with the Technical Bid. Any bid submitted with un-verified supporting documents shall not be considered. However, in case a bidder submits its bid along with all relevant supporting documents as per BEC/BRC without getting all/some of them verified by the designated Independent Inspection agency, such bid can be provisionally considered, provided it is accompanied by an <b>Undertaking by the Bidder on their official letterhead towards submission of the duly verified and certified copies/Inspection Certificate within 07 (Seven) days from the actual date of bid opening</b>. No reminders or clarifications will be issued by the Company in this regard, and failure to submit the verified/certified documents within the stipulated time shall result in outright rejection of the bid, at the sole risk and responsibility of the bidder.</p> <p>11.4 The methodology of verification/certification of documents followed by the agencies is broadly as under, but not limited to:</p>			
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		<p>(a) It is the sole responsibility of the bidders intending to participate in the tender to thoroughly understand the requirements of the tender, particularly the documents required under BEC/BRC. The bidders must present all relevant documents to any of the empaneled third-party certifying agencies for verification/certification. Neither OIL nor the Inspection Agencies shall be responsible for the selection or appropriateness of the documents submitted for verification. It is entirely the bidder's responsibility to ensure that the appropriate documents are verified/certified in support of BEC/BRC compliance.</p> <p>(b) The concerned Independent Third-Party Inspection Agencies shall depute their qualified/competent inspector to the Bidder's premises to check the original documents and certify the copies which the bidder shall submit along with their bids. OIL will reserve the right to ask the inspection agencies to verify the documents with source, if required at no extra cost to OIL. Verification/Certification of documents by OIL's empanelled third-party inspection agencies shall not automatically make the bidder techno-commercially-acceptable or eligible for award of contract.</p> <p>(c) Verification/Certification of documents are normally categorized as under:</p> <p><b>i General Requirement:</b></p> <ul style="list-style-type: none"> <li>• Check Bidder's PAN Card</li> <li>• Check Bidder's GST Certificate</li> <li>• Check Bidder's Certificate of Incorporation</li> </ul>			
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		<p>submitted towards BEC/BRC experience criteria are issued by Oil India Limited, such documents need not be verified by TPI agency.</p> <p>(ii) Undertaking from TPI Agency as per format (<b>PROFORMA-XX</b>) enclosed should be submitted along with the Bid.</p> <p>(iii) <b>In case of clarifications sought by OIL against BEC/BRC, supporting documents (historical in nature) to those submitted in the original bid will also have to be verified from the same TPI agency which has originally verified their bid documents. OIL shall categorically mention the documents that are to be submitted with TPI verification in the clarification sought. In case the bidder fails to submit the TPI verified documents, as sought by OIL, as part of their clarification, their offer will be liable for rejection.</b></p>			
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