



Contacts &Purchase Department
02-A, District Shopping Centre
Saraswati Nagar
Basni
Jodhpur – 342 005
Rajasthan
E-mail: amar_singh@oilindia.in

CORRIGENDUM

AMENDMENT No. 02 DATED 23.01.2026

TO

TENDER NO. CJI0901P26

This amendment against Tender No. CJI0901P26 is issued as under:

- A)** The Bid Evaluation Criteria (Part-2) has been revised. The revised Bid Evaluation Criteria (Part-2) is enclosed as **Annexure-AA**.
- B)** Clarifications on Pre-Bid queries of bidder's are enclosed vide **Annexure-BB**.
- C)** All other Terms & Conditions of the Bid Document remain unchanged.

sd/-
A. D. SINGH
Sr. Manager (C&P)

PART – 2 (Revised)

**BID EVALUATION CRITERIA (BEC)
FOR SALE OF EMULSIFIED CRUDE OIL PRODUCED IN BAGHEWALA FIELD,
RAJASTHAN**

The bids shall broadly conform to the specifications and terms & conditions given in this bid document. Non-conformity to Government guidelines and the terms & conditions stipulated in the tender document shall lead to rejection of Bid. Notwithstanding the general conformity of the bids to the stipulated specifications and terms & conditions, the following requirements shall have to be particularly met by the Bidders; without which their bids shall be considered non-responsive and rejected.

1.0 BID EVALUATION CRITERIA (BRC):

1.1 Bids shall be submitted under **Single Stage Two-Bid System**. Bidder must upload their Technical Bid and Commercial Bid separately in OIL's e-tender Portal as designated respectively. The Technical (Unpriced) Bid should contain all techno-commercial details as per Tender document, **except prices** and to be uploaded in the "**Technical RFX Response**" Tab. Bid shall be outrightly rejected, if the price is quoted in the Technical Bid. The Commercial/Price Bid (**strictly as per PROFORMA-A**) and should be uploaded separately under "**Notes & Attachment**" Tab. Bids not complying with above submission procedure shall be rejected outright without any further reference.

1.2 LIFTING CAPACITY AND QUANTITY COMMITMENT

Based on their approved plant capacity and existing procurement commitments, Bidders shall bid for offtake and purchase of Heavy Emulsified Crude Oil from OIL's Baghewala Field. Bids without confirming monthly quantity commitment or offering less than 3,000 KL/month (approx. 100 KL/day) shall be rejected outright.

1.3 TECHNICAL AND STATUTORY QUALIFICATION REQUIREMENTS

The Bidder shall be crude oil refiner/mini refiner/processor **OR** waste oil recycler/re-refiner /processor **OR** lube oil manufacturer who can process this emulsified crude and shall have:

- (1) Valid State Pollution Control board authorization/CCA.
- (2) Valid PESO approval to store petroleum class A or B either owned or leased.

- (3) Monthly Processing/Consented Unit capacity of a minimum of 3,000 KL.
- (4) Procured and processed more than average 18,000 KL per year in last three years.

In support of qualifications, the Bidder shall upload scanned copies of the following valid documents along with their Technical Bid:

- (a) Copy of valid Registration Certificate from Authorized Government Body authorizing processing of hydrocarbon / petroleum products.
- (b) Copy of valid State Pollution Control board authorization / Consolidated Consent & Authorization.
- (c) Copy of Valid PESO approval to store petroleum class A or B either owned or leased.
- (d) Complete details of processing facility/plant where the bidder proposes to process the produced emulsified crude oil procured from OIL.
- (e) Documentary evidence confirming bidder's Annual Processing/Consented Unit capacity of a minimum of 36,000 KL or Monthly Processing/Consented Unit capacity of a minimum of 3,000 KL
- (f) Satisfactory work completion certificate against point no (4) of clause 1.2 above.
- (g) Undertaking confirming possession or commitment to obtain Explosives License for transportation of petroleum products by licensed tankers/bowsers for this contract.
- (h) Valid Insurance coverage for the Bidder's plant, machinery, building, and stock.
- (i) Tax Registration Certificates (State and Central GST).
- (j) Auditor/Chartered Accountant's Report on Bidder's business turnover and crude oil / waste oil / lube oil processing activities for the last three (3) completed financial years.
- (k) A detailed utilization plan describing the intended use and processing method of the emulsified Crude Oil to be procured from OIL, including a declaration that the product will not be resold, adulterated, or diverted for unauthorized purposes.

1.3.1 BID FROM JOINT VENTURE COMPANY

(A) In case the bidder is Joint Venture Company, they must be registered in India and incorporated under the Companies Act 1956/Companies Act 2013/ Limited Liability Partnership Act 2008 and any amendment thereunder. They should meet the technical qualification requirements as under:

- (i) The JV on its own shall meet the experience criteria as per **Clause No. 1.3 above.**

OR

- (ii) Any member of the JV having a stake of at least 26% in the JV, on its own shall meet experience requirement as per **Clause No. 1.3 above.**

Note to clause 1.3.1:

I. In case of (ii) above, the following should be complied with:

1. An undertaking from the Joint Venture partner, based on whose experience the JV seek qualification, shall be submitted with the techno commercial bid stating that they shall maintain minimum 26% shareholding in the JV till the execution of the contract.
2. Undertaking should be submitted by the supporting Company/JV Partner [on whose strength/support the bidder is bidding] to provide additional Performance Security (as per **Proforma-JV1**) equivalent to 50% of the value of the Performance Security which is to be submitted by the bidding company in case the bidding company is the successful bidder. In cases where supporting company do not have Permanent Establishment in India, the bidding company can furnish Performance Security equivalent to 150% of the value of the Performance Security which is to be submitted by the bidding company. In such case the bidding company shall furnish an undertaking that their supporting company/JV partner is not having any Permanent Establishment in India in terms of Income Tax Act of India.
3. Undertaking from the supporting company/JV partner to the effect that in addition to invoking the performance security submitted by the contractor, the performance security provided by supporting company/JV partner shall be invoked by OIL due to non-performance of the contractor.

II. Experience of the JV or its member (as the case may be) relying on the experience of its supporting company/ subsidiary/ co-subsidiary/ sister subsidiary /parent /holding /affiliating /associate company or through any other arrangement like technical collaborator, Consortium etc. for meeting the technical criteria shall not be considered for evaluation.

III. Documents showing the existing shareholdings of the JV Partners must be submitted along with the bid.

IV. The documents establishing experience of the JV or its member (as the case may be) shall be submitted as per **BEC Clause No. 1.3** above.

(B) Constitution of Joint Venture: The members of the JV should not be more than three. If after submission of bid, a JV leader effects any alterations/changes in the constitution or replacement or inclusion or expulsion of any partner(s)/member(s) of the Joint Venture which had originally submitted the bid, the bid of such a JV shall be liable for rejection. Similarly, under such a situation the contract shall be liable for termination, if already awarded.

(C) Indian Bidders whose proposal for Joint Venture involves foreign equity participation or payment of royalty and / or lumpsum for technical know-how and wherever Govt. approval is necessary, are required to submit their application submitted to SIA/RBI (along with the copy of Govt. approval) in their bid, prior to the date price bid opening. Confirmation to this effect and declaration on the same to be provided as part of their technical offer.

(D) Members of the JV are not allowed to quote separately/independently/or through any other arrangement like part of any other 'JV/Subsidiary/ Parent company/Sister-subsidiary/Co-

subsidiary' against this tender. All the bids received in such a case shall be summarily rejected. Further, all bids from parties with technical support from the same Principal shall be rejected.

1.4 MODE OF BID SUBMISSION

- Bids shall be submitted only through the OIL e-tender portal.
- Any bid received in physical form (except hard copies specifically requested) shall be rejected outright. All documents must be digitally signed and uploaded before the bid closing date and time.
- Post-closing modification or submission of additional documents not forming part of the online bid shall not be accepted under any circumstances.

1.5 OUTSTANDING DUES

Bidders having any outstanding dues or pending financial obligations payable to Oil India Limited (Rajasthan Field) under any existing agreement as on the Bid Closing Date shall have their offers rejected.

1.6 BID VALIDITY

The Bid shall remain valid for a minimum period of 120 (one hundred twenty) days from the Bid Opening Date. Bids with lesser validity shall be summarily rejected.

1.7 BID SECURITY / EARNEST MONEY DEPOSIT (EMD)

All Bidders except PSUs shall furnish Bid Security (EMD) in original of **INR 4,65,92,000/-** and validity as specified in the Forwarding Letter of this Tender, must reach OIL's Office at Jodhpur before Bid Closing Date and Time. A scanned copy of the same must be uploaded to OIL's e-procurement portal with the Technical Bid. Bid without proper & valid Bid Security shall be rejected

1.8 MISREPRESENTATION OR CONDITIONAL OFFERS

Bids containing incorrect, false, or misleading information will be rejected. Unsolicited, conditional, or incomplete Bids shall not be considered.

1.9 PERFORMANCE SECURITY

The successful Bidder shall furnish Performance Security equivalent to 10% of the total evaluated annualized value of the contract within 30 (thirty) days of award. Failure to do so shall entitle OIL to cancel the award and forfeit the Bid Security. Performance Security shall be valid for 90 days beyond the contract period.

The amount of the Performance Security shall be in INR and shall be calculated as 10% of the total evaluated annualized value of the contract for heavy crude oil supply in

accordance with Clause 1.2 above (with the number of days in a month considered as 30). The calculation shall be made using the quantity allocated to the bidder(s), and the price of Baghewala Field Crude Oil shall be determined in accordance with Clause 3.0 of Section-II of Part-3 of the Crude Oil Offtake and Sale Contract, based on the immediately preceding fortnight prior to the date of letter of award (LOA).

The foreign exchange rate used for converting US Dollars to INR shall be the average of the reference rates published by the Reserve Bank of India or available on the website <https://www.fbil.org> for the immediately preceding fortnight prior to the date of letter of award (LOA), rounded off to two decimal places.

A sample calculation sheet is attached as Annexure VIII.

1.10 INTEGRITY PACT

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

1.11 RIGHT OF REJECTION

- OIL reserves the absolute right to accept or reject any or all offers, annul the bidding process, or cancel the tender at any stage without assigning reasons and without any liability to the Bidders.
- If, in OIL's opinion, the price quoted by the H1 Bidder is unreasonable or non-reflective of market trends, OIL may reject the bid without further reference.

1.12 NON-TRANSFERABILITY

The Bid Document and credentials are non-transferable. Bids shall be submitted only in the name of the Bidder to whom the User ID and password have been issued. Unsolicited or proxy bids shall not be entertained.

1.13 DIRECT PARTICIPATION

Bidders must quote directly and not through intermediaries, agents, associates, or representatives.

1.14 CORRECTIONS IN BID

Bids shall contain no erasures, overwriting, or interlineations except where necessary to correct errors. All corrections must be authenticated with initials of the authorized signatory.

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

1.15.1 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. Alfred H Knight India Private Limited	a. rkjain@ahkgroup.com ; b. Pradeep.mathur@ahkgroup.com ; c. info@ahkgroup.com ;
ii.	M/s. TUV India Private Limited	a. noida@tuv-nord.com b. mumbai@tuv-nord.com c. salim@tuv-nord.com
iii.	M/s Conformity India International Private Limited	a. mktg@ciindia.in
iv.	M/s Ravi Energic Private Limited	a. baroda@ravienergic.com b. tpia@ravienergic.com
v.	M/s SGS India Private Limited	a. dhaval.vora@sgs.com b. sgs.india@sgs.com
vi.	M/s Assure Quality Management Certification Services Private Limited	a. aqmcs@aqmcs.com
vii.	M/s. IRCLASS Systems and Solutions Private Limited	a. industrial_services@irclass.org b. Bhavesh.satam@irclass.org
viii.	M/s. TÜV Rheinland (India) Pvt. Ltd.	a. Shailesh.deotale@ind.tuv.com b. Kaushal.gohil@ind.tuv.com c. info@ind.tuv.com d. ravi.kumar@ind.tuv.com
ix.	M/s Gulf Lloyds (India) Limited	a. contact@gulflloyds.com b. inspection@gulflloyds.com

x.	M/s Baltic Testing India Pvt. Ltd.	a. office@balticcontrolindia.com
xi.	M/s Sanmarg Engineering Validation & Assessment	a. Amitra@sanmargeva.com
xii.	M/s Meenar Global Consultants LLP	a. sales@mgellp.in
xiii.	M/s Rites Limited	a. nrinspn@rites.com b. info@rites.com c. sbu.ninsp@rites.com
xiv.	M/s Bureau Veritas (India) Private Limited	a. bvindia.corporate@bureauveritas.com
xv.	M/s TUV SUD South Asia Private Limited	a. Hemant.chavan@tuvsud.com b. Jayashree.rane@tuvsud.com
xvi.	M/s Adornment Engineers India Private Limited	a. jks@adornmentengineers.com
xvii.	M/s TCRC Inspections Pvt. Ltd.	a. admin@tereinspections.com b. ashismallick@teregroup.com c. tenders@teregroup.com

1.15.2 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.

1.15.3 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.

1.15.4 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 empanelled 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

Notes:

- Line of credit, if incorporated in the tender.
- (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-V**) 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.

1.16 COMPLIANCE STATEMENT

A duly filled Compliance Statement (Proforma–D) clearly indicating “NIL Deviation” must be uploaded along with the Technical Bid. Any deviation shall make the bid non-compliant.

1.17 PRECEDENCE OF BEC CLAUSES

If any clause of this BEC contradicts provisions elsewhere in the Bid Document, the provisions of the BEC shall prevail.

1.18 NON-NEGOTIABLE CLAUSES

The following clauses (including their sub-clauses) are non-negotiable; any deviation shall result in rejection of the bid:

- i) Performance Guarantee Bond Clause
- ii) Force Majeure Clause
- iii) Tax Liabilities Clause
- iv) Arbitration Clause
- v) Jurisdiction and Applicable Law Clause
- vi) Liquidated Damages and Penalty Clause
- vii) Safety and Labour Law Compliance Clause
- viii) Insurance Clause

- ix) Termination Clause
- x) Integrity Pact Clause
- xi) Firm Price
- xii) Bid security
- xiii) Bid Validity
- xiv) Price Schedule

Note: It is the sole responsibility of the Bidder to ensure that all required documents and evidence are submitted in proper form. OIL reserves the right to verify the originals before award. Failure to produce originals when called for will lead to disqualification.

1.19 EVALUATION PROCEDURE

Technical evaluation shall be carried out in accordance with this BEC. Commercial Bids of only those technically qualified Bidders shall be opened. Ranking shall be based on the Premium Percentage (up to 2 decimal places) quoted over the PPAC Indian Basket-derived base price, strictly as per Proforma-A. Bidders shall be ranked as H1, H2, H3, etc., in descending order of quoted premium. Contract shall be awarded to the H1 Bidder.

1.20 STATUTORY LEVIES

NCCD, Educational Cess, Excise, VAT/ CST and other Government levies imposed or levied by any governmental or local authorities on the sale of product supplied to the buyer shall be borne by the Buyer.

1.21 SPLITTING OF CONTRACT

In order to ensure timely execution and operational flexibility, the contract may be awarded on a split basis under the following circumstances:

Case-I: When two or more Bidders quote identical premium percentages (considered up to two decimal places)

- (a) When two or more bidders quote an identical premium percentage (rounded to two decimal places), the contract/work shall be awarded on an equal-split basis among the bidders quoting this identical premium, subject to their acceptance of the split award. If any of the bidders quoting the identical premium declines the split award, the work/contract shall be equally split among the remaining H1 bidder(s).
- (b) If all H1 bidders quoting identical premium decline the split award, OIL reserves the right to offer the work/contract to the next ranked bidder(s) at the same premium percentage (H1). For the purpose of splitting among the next ranked bidder(s), the same procedure stated in Clause (a) above shall apply.

Case–II: When there is one H1 Bidder and one or more H2 Bidders quoting a lower premium percentage (considered up to two decimal places)

- (a) If there is only one H2 bidder, and that bidder agrees to match the premium percentage quoted by the H1 bidder, the contract/work shall be awarded on a 70:30 split basis, with 70% to the H1 bidder and 30% to the H2 bidder.
- (b) If there are multiple H2 bidders, and all of them agree to match the H1 premium percentage, the 30% portion of the contract/work shall be equally split among the H2 bidders.
- (c) If only some of the H2 bidders agree to match the H1 premium percentage, the 30% portion shall be equally split only among those H2 bidders who agree to match.
- (d) If none of the H2 bidders agree to match the H1 premium percentage, the entire contract/work shall be awarded to the H1 bidder.

For splitting among such next-ranked bidder(s), the procedures outlined in Case–I(a) and Case–II(a), (b), (c), (d) shall apply as relevant.

In all such cases, the contract shall be executed at the same premium percentage, and OIL’s decision regarding the distribution of work and award of contract shall be final and binding on all participating Bidders.

1.22 Land Border Sharing: Bidders should submit an Undertaking that, their bid is compliant to Order No. F.No. 6/18/2019-PPD dated 23.07.2020 issued by Ministry of Finance, Department of Expenditure, Public Procurement Division, Govt. of India (including subsequent amendments thereto, if any), regarding restrictions on procurement from a bidder of a country which shares land border with India.

1.23 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 available in the OIL’s website. Accordingly, service provider/vendor to submit the Undertaking of authenticity of information/documents submitted as per Proforma-G.

1.24 Bidders should not be under liquidation/bankruptcy/undergoing any insolvency resolution process as on Bid Closing date. Bidders shall submit undertaking towards compliance of above as per **Appendix-1** along with the bid. If any bidder declines to submit the above undertaking, their bids shall be liable for rejection.

1.25 The bidder shall submit an undertaking/declaration as per **Appendix-2** 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.

1.26 Purchase Preference Policy (Linked with Local Content) (PPP-MII) and Purchase Preference for Micro & Small Enterprise (MSE) are not applicable against this tender.

1.27 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.

2.0 FINANCIAL CRITERIA

2.1 Turnover and Net-Worth of the bidder shall be considered for ascertaining commercial eligibility at their quoted price:

i) **Annual Financial Turnover of Bidder:** Annual Financial Turnover of the bidder from operations during any of preceding 03 (Three) financial/accounting years (2022-23, 2023-24 & 2024-25) shall be equal to or more than **INR 58.24 Crore**.

Note: 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 (i.e., bidding entity, as the case may be) during a financial year" as per the Companies Act, 2013 Section 2 (91).

ii) **Net-worth of Bidder:** Positive as per audited Annual accounts of previous three financial years (2022-23, 2023-24 & 2024-25).

Note: Net worth shall mean the aggregate value of the paid-up share capital and all reserves created out of the profits and securities premium account, after deducting the aggregate value of the accumulated losses, deferred expenditure and miscellaneous expenditure not written off, as per the audited balance sheet, but does not include reserves created out of revaluation of assets, write-back of depreciation and amalgamation.

Note: PSUs are exempted from the above provisions.

2.2 For proof of Annual Turnover and Net worth, any one of the following documents must be submitted along with the bid:

- i. Audited Balance Sheet along with Profit & Loss account.

OR

- ii. A certificate issued by a practicing Chartered / Cost Accountant (with Membership Number and Firm Registration Number), as per the format prescribed in **PROFORMA-M**.

Note:

- a) Mention of UDIN (Unique Document Identification Number) is mandatory for all Certificates issued w.e.f. 1st February 2019 by Chartered Accountant in Practice.
- b) In case the Audited Balance sheet and Profit Loss Account submitted along with the Bid are in currencies other than INR, the Bidder shall have to convert the figures in equivalent INR considering the prevailing conversion rate on the date on which the Audited Balance Sheet and Profit & Loss Account is signed. A CA Certificate is to be submitted by the Bidder regarding converted figures in equivalent INR. Otherwise, the Audited Balance Sheet and Profit & Loss Account shall be evaluated by considering the BC selling rate declared by the State Bank of India (on the date on which the Audited Balance Sheet and Profit & Loss Account are signed) for conversion to INR.

2.3 Considering the time required for the preparation of Financial Statements, if the last date of the 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 (as per **PROFORMA-L**) in support of the same along with their technical Bid.

2.3.1 If the bidder is an Incorporated Joint Venture (JV) Company: In case the Incorporated JV who does not meet financial criteria as per **Clauses 2.1 and 2.2 above** by itself, can submit the bid based on the financial strength of any of the JV member having a stake more than 50% in the JV Company, and the following needs to be complied/submitted:

(i) The JV member having more than 50% stake in the JV should meet the Financial Evaluation Criteria stipulated in **Clause Nos 2.1 and 2.2 above**. Their documents as per Clause 2.0 above must be submitted with the bid.

(ii). Corporate Guarantee (**PROFORMA-JV2**) on the letter head of the member having more than 50% stake in the JV signed by an authorized official undertaking that they would financially support their JV for executing the project / job in case the same is awarded to them.

(iii). A Certificate from the statutory Auditor of the JV company/ A Certificate from a practicing Chartered Accountant on the shareholding pattern in the JV. The certificate should be duly concurred/ endorsed by the Company Secretary or one of the Directors of the company concerned or Managing/Authorized partner of the LLP.

(iv). An undertaking from the Joint Venture partner, based on whose financial strength the JV seek financial qualification, shall be submitted with the techno commercial bid stating that they shall maintain more than 50% shareholding in the JV till execution of the contract is accomplished.

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

2.4 The Bid will be liable for rejection if not accompanied by adequate documentary proof in support of Annual Turnover & Net Worth as mentioned above in Para 2.1.

BID EVALUATION CRITERIA (BEC):

Bids will be evaluated technically subjecting to the Bid Rejection Criteria (BRC) detailed above. Thereafter, the Commercial Bids of technically qualified bidders shall only be opened by Company and their inter-se- ranking shall be determined based on the prices quoted strictly as per the format enclosed vide **PROFORMA-A**. Bidders shall be ranked as H1, H2, H3 and so on in order of their quoted prices from highest to lowest. For award of Contract, Bidder quoting highest price will be ranked as H1 and so on in that order.

PROFORMA-A

**PRICE BID/PRICE SCHEDULE FORMAT
(FOR SALE OF CRUDE OIL)**

Sl. No.	Item Description / Particulars	Unit	Value
1.0	PREMIUM in positive percentage (PP)	% (Percentage)	(Bidders to quote Positive Percentage up to two decimal places in figures and words)

NOTE:

- a) For the heavy crude oil to be lifted by the Purchaser/Contractor from OIL during the currency of agreement, billing/invoicing for payment shall be done as per the Sale Price/Billing Rate for Heavy Crude Oil determined from time to time as shown below:

$$S = AP \times (1 + PP)$$

Where:

S = Sale Price (to be rounded off to three decimal places)

PP = Premium in positive percentage quoted by the buyer

AP = Price of Baghewala Field Crude Oil for sale.

Note: The price of Baghewala Field Crude Oil for sale shall be calculated in accordance with Clause 3.0 of Section-II of Part-3 of the Crude Oil Offtake and Sale Contract.

**Sample Calculations for Performance Security equivalent to 10%
of the total evaluated annualized value of the contract**

Committed daily quantity, KL	a	100.00
Total Quantity eligible for allocation to the Bidder, BBL at 15 deg C for the contract period of 2 years	$b=a*6.29297*365*2$	15,103.128
Price of Baghewala Field Crude Oil for sale: The price of Baghewala Field Crude Oil shall be determined in accordance with Clause 3.0 of Section-II of Part-3, based on the immediately preceding fortnight prior to the date of letter of award (LOA).	AP	54.455
Premium in positive percentage quoted by the buyer <i>(taken as sample here)</i>	PP	5.00% <i>(Indicative % for sample calculation only)</i>
Sale Price (to be rounded off to three decimal places)	$S = AP * (1+PP)$	57.178
The foreign exchange rate used for converting US Dollars to INR shall be the average of the reference rates published by the Reserve Bank of India or available on the website https://www.fbil.org for the immediately preceding fortnight prior to the date of letter of award (LOA), rounded off to two decimal places.	c	88.69
Basic value of the contract without Taxes in INR	$d=c*S*b$	2,32,96,04,179
<u>Performance Security equivalent to 10% of the total evaluated annualized value of the contract</u>	$e=d/2*0.10$	11,64,80,209

FORM OF PERFORMANCE BANK GUARANTEE BY SUPPORTING COMPANY

To,
M/s OIL INDIA LIMITED (OIL)
C&P Department
Rajasthan Fields, INDIA, PIN-342005

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 Contract Person at the Controlling Office with Mobile No. and e-mail address:

SIGNATURE AND SEAL OF THE GUARANTORS _____

Designation _____

Name of the Bank _____

Address _____

Note:

The Bank Guarantee issuing bank branch shall ensure the following:

a. The Bank Guarantee issued by the Bank must be routed through SFMS platform as per 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 shall be sent through SFMS by the BG issuing bank branch indicating the Tender No. _____ to 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.

**JOINT VENTURE COMPANY'S CORPORATE GUARANTEE TOWARDS FINANCIAL
STANDING**

(TO BE EXECUTED ON COMPANY'S LETTER HEAD)

DEED OF GUARANTEE

THIS DEED OF GUARANTEE executed at this day of by M/s [Name of JV member with more than 50% stake] 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 _____ [Name of the incorporated Joint Venture Company] intends to bid against the said tender based on the financial strength of M/s _____ [Complete Name of JV member with more than 50% stake] and whereas M/s _____ [Complete Name of JV member with more than 50% stake] 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 it hold..... (in percentage, should be more than 50%) stake in the M/s _____ [Name of the incorporated Joint Venture Company].
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 during any of the preceding 03(three) financial/accounting years reckoned from the original bid closing date.
4. **Net worth** of the Guarantor is minimum INR for the accounting year preceding the original bid closing date.
5. The Guarantor undertakes to provide financial support to [Name (s) of other JV members] for executing the project/job, in case the same is awarded to the M/s _____ [Name of the incorporated Joint Venture Company].

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 [Name of the incorporated Joint Venture Company].
- (b) The liability of the Guarantor, under the Guarantee, is limited to the 50% of the contract price entered between the M/s _____[Name of the incorporated Joint Venture Company] 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 the bidder M/s	For and on behalf of M/s (Name of JV member with more than 50% stake)
<u>Witne ss:</u> 1. 2.	<u>Witness:</u> 1. 2.

PRE BID QUERIES REPLY

Sr No	Clause No	Bidder's Query	OIL's Reply / Remarks
1	SCC	Please clarify whether the provision for one-year extension of the contract is at OIL's sole discretion or subject to mutual agreement between both parties.	The provision for one-year extension of the contract shall be exercised at OIL's sole discretion and shall be binding on the contractor as per terms and conditions of the contract.
2		Please confirm whether the experience of parent, subsidiary, or group companies shall be considered for meeting the eligibility criteria.	Bidder to be guided as per NIT and subsequent Bid corrigendums, if any.
3		Please clarify whether audited standalone financial statements or consolidated financial statements are acceptable for evaluation.	Bidder to be guided as per NIT and subsequent Bid corrigendums, if any.
4		Please confirm whether submission of missing non-critical documents may be permitted after bid opening, if required by the tendering authority.	Bidder to be guided as per NIT.
5		Please confirm that no commercial conditions other than the quoted premium percentage are required to be uploaded with the bid.	No price or premium percentage shall be uploaded or mentioned in the Technical Bid folder. Bidders are advised to strictly follow the guidelines provided in the NIT.
6		Please confirm the number of decimal places permitted while quoting the premium percentage and whether quoting a discounted percentage is also allowed	Bidder to be guided as per NIT.
7		Please confirm whether the quoted premium/discounted percentage shall remain firm during the extension period, if any.	Bidder to be guided as per NIT.
8		Please confirm whether submission of an Insurance Surety Bond is acceptable without a bank counter guarantee.	Bidder to be guided as per related NIT clause.
9		Please confirm that extension of bid validity or contract validity shall not require any revision in quoted price.	Bidder to be guided as per NIT.
10		Please clarify the exact timeline for release of Security Deposit (SD) after successful completion of the contract.	Bidder to be guided as per related NIT clause.
11		Please confirm the maximum cap applicable on Liquidated Damages and whether Liquidated Damages are exclusive of termination rights.	Bidder to be guided as per related NIT clause.