

Tender No. CLI 4043 L15 dated 02.07.2014

This tender is issued to the following 5 (five) parties:

- (i) M/s. Accenture Services Pvt. Ltd, New Delhi
- (ii) M/s Boston Consulting Group (India) Pvt . Ltd., Gurgaon
- (iii) M/s Mckinsey & Company, Gurgaon
- (iv) M/s Deloitte Touche Tohmatsu India Pvt. Ltd, Gurgaon
- (v) M/s Bain & Co. India Pvt. Ltd, Gurgaon.



ऑयल इंडिया लिमिटेड

(भारत सरकार का उपक्रम) पंजीकृत कार्यालय : दुलियाजान, असम

Oil India Limited

(A Government of India Enterprise) Registered Office : Duliagan, Assam

प्लॉट नं० 19, सेक्टर 16-ए, नोएडा-201301, उत्तर प्रदेश
Plot No. 19, Sector 16-A, Noida-201301, Uttar Pradesh
दूरभाष / Telephone : 0120 - 2488333 - 347 फैक्स / Fax : 0120 - 2488310

SECTION – I

C O V E R I N G N O T E

e-Tender No. CLI 4043 L15 Dated 02.07.2014
Bid Closing Date: 24.07.2014

INVITATION TO e-BID UNDER SINGLE STAGE TWO BID SYSTEM FOR RESTRUCTURING OF ORGANISATION FOR OPERATIONAL EXCELLENCE OF OIL INDIA LIMITED

Oil India Limited (OIL), a Govt. of India Enterprise, invites quotations under Single Stage Two Bid System through its online portal, from experienced and competent Consulting firms for Restructuring of Organisation for Operational Excellence of Oil India Limited.

1.0 The bid document for the above service comprises of the following Sections:

SECTION-I	:	COVERING NOTE
SECTION-II	:	INSTRUCTIONS TO BIDDERS
SECTION-III	:	GENERAL TERMS AND CONDITIONS
SECTION-IV	:	SCOPE OF WORK
SECTION-V	:	SPECIAL CONDITIONS OF CONTRACT
SECTION-VI	:	BID FORM AND SCHEDULE OF RATES
SECTION-VII	:	FORM OF BID SECURITY (BANK GUARANTEE)
SECTION-VIII	:	FORM OF PERFORMANCE BANK GUARANTEE (UNCONDITIONAL)
SECTION-IX	:	SAMPLE FORM OF AGREEMENT
SECTION-X	:	BID REJECTION / EVALUATION CRITERIA (BRC/BEC)
APPENDIX-I	:	TECHNICAL POINTS DISTRIBUTION
PROFORMA-I	:	STATEMENT OF COMPLIANCE
PROFORMA-II	:	INTEGRITY PACT
ANNEXURE-I	:	GENERAL GUIDELINES TO BIDDERS FOR PARTICIPATING IN OIL'S e-PROCUREMENT TENDERS
ANNEXURE-II	:	CONFIDENTIALITY AGREEMENT
ANNEXURE-III	:	DECLARATION FROM CEO/ HEAD OF THE ORGANISATION
ANNEXURE-IV	:	CHECK LIST FOR BEC/BRC

2.0 You are requested to submit your most competitive bid well before the scheduled bid closing date and time. For your ready reference, few salient points (covered in details in this Bid document) are high-lighted below:

- i) Tender No. : **CLI 4043 L15 Dated 02.07.2014**
- ii) Type of Bid : **Single Stage - Two Bid System**
- iii) Tender Fee (Non-refundable) : Not applicable
- iv) Address to send application for User-ID & Password : Office of Chief Advisor
(Contracts & Purchase)
OIL INDIA LIMITED
Plot No. 19, Sector-16A
NOIDA 201 301, UTTAR PRADESH
- v) Bid Closing Date & Time : **As Mentioned in the On-line Tender**
- vi) Bid Opening Date & Time : **As Mentioned in the On-line Tender**
- viii) Bid Opening Place : OIL INDIA LIMITED
Plot No. 19, Sector-16A, NOIDA 201 301
- ix) Bid Security Amount : Rs. 47,50,000.00
- ix) Amount of Performance Guarantee : 7.5 % of the Total Contract Value
- x) Duration of the Contract : Duration of the contract will be for a period of 2 (two) years. Detailed time frame is given in Section – V.

3.0 Description of Service: Restructuring of Organisation for Operational Excellence of Oil India Limited. Detailed Scope of Work is given in Section – IV.

4.0 Integrity Pact:

OIL shall be entering into an Integrity Pact with the bidders as per the format enclosed vide **PROFORMA-II** of the bid document. Each page of this Integrity Pact Proforma has been duly signed by OIL's Competent Signatory. This Proforma has to be uploaded by the Bidder (along with the Technical Bid) duly signed by the same Signatory who sign the bid. Any bid not accompanied by the Integrity Pact Proforma, duly signed by the Bidder shall be rejected. All pages of the Integrity Pact is to be signed by the bidder's authorized signatory who sign the bid.

NAME OF INDEPENDENT EXTERNAL MONITOR:

- (a) Shri N. Gopaldaswami, IAS (Retd.).
Phone: +91-44-2834-2444 (Res), 96001 44444 (Mobile).
E-mail: gopaldaswamin@gmail.com
- (b) Shri Ramesh Chandra Agarwal, IPS.
Phone: +91-9810787089, 91-1122752749.
E-mail: rcagarwal@rediffmail.com

5.0 This tender is invited under **SINGLE STAGE- TWO BID SYSTEM**. The bidders are required to submit their bids through electronic format in OIL's e-Tender portal within the Bid Closing Date and Time stipulated in the e-Tender. Detailed Guidelines to bidders for participating in OIL's e-Procurement tenders are given in website. Please ensure that **TECHNO-COMMERCIAL UNPRICED BID / ALL TECHNICAL DOCUMENTS RELATED TO THE TENDER** are uploaded in the **Technical RFX Response link** only. **Please note that no price details should be uploaded in Technical RFX Response link.** Details of prices as per Bid format / Price-bid can be uploaded as Attachment in the attachment link under **“Notes and Attachments”**. A screen shot in this regard is given below. However, we request bidders to go through OIL's e – Portal / Website before uploading their bids for updated information regarding participation requirements and procedure for OIL's e – tenders. Offer not complying with above submission procedure will be rejected as per Bid Rejection Criteria mentioned in Section - X.

On “EDIT” Mode- The following screen will appear. Bidders are advised to Upload “Techno-Commercial Unpriced Bid” and “Priced Bid” in the places as indicated above:

Display RFX Response:

| | | | | |

RFX Response Number 60006452 RFX Number TEST2 Status Submitted
 RFX Owner WIPRO_TEST1 Total Value 0.00 INR RFX Response Value

| | | | |

Basic Data | Questions

Event Parameters

Currency:

Detailed Price Information:

Terms of Payment: 90% against despatch+10% after receipt

Partners and Delivery Information

| | |

Function	Number	Name	Valid fr
The table does not contain any data			

Callout 1: Go to this Tab “Technical RFX Response” for Uploading “Techno-commercial Unpriced Bid”.
 Callout 2: Go to this Tab “Notes and Attachments” for Uploading “Priced Bid” files.

Edit RFX Response:

Submit | Read Only | Print Preview | Check | Technical RFX Response | Close | Save | Verify sign

Bid on "EDIT" Mode

RFX Response Number 60006452 RFX Number TEST2 Status Withdrawn Submission Deadline 13.04.2013 11:00:00 INDIA
RFX Owner WIPRO_TEST1 Total Value 0.00 INR RFX Response Version Number 2 RFX Version Number 5

RFX Information | Items | **Notes and Attachments** | Conditions | Summary

Area for uploading Techno-Commercial Unpriced Bid*

▼ Notes

Add ▲ Clear

Assigned To	Category	Text Preview

▼ Attachments

Sign Attachment | Add Attachment | Edit Description | Versioning ▲ | Delete | Create Qualification Prof

Area for uploading Priced Bid**

Assigned To	Category	Description	File Name	Version	Processor	Checked
The table does not contain any data						

Notes :

- * The “Techno-Commercial Unpriced Bid” shall contain all techno-commercial details **except the prices**.
- ** The “Price bid” must contain the price schedule and the bidder’s commercial terms and conditions. For uploading Price Bid, first click on Sign Attachment, a browser window will open, select the file from the PC and click on Sign to sign the File. On Signing a new file with extension .SSIG will be created. Close that window. Next click on Add Attachment, a browser window will open, select the .SSIG signed file from the PC and name the file under Description, Assigned to General Data and click on OK to save the File.
- 5.1 The bid and all uploaded documents must be Digitally signed using “Class 3” digital certificate [e-commerce application (Certificate with personal verification and Organization name)] as per Indian IT Act obtained from the licensed Certifying Authorities operating under the Root Certifying Authority of India (RCAI), Controller of Certifying Authorities (CCA) of India.
- 5.2 The authenticity of above digital signature shall be verified through authorized CA after bid opening. If the digital signature used for signing is not of “Class -3” with Organizations name, the bid will be rejected.
- 5.3 Bidder is responsible for ensuring the validity of digital signature and its proper usage by their employee.
- 5.4 The bid including all uploaded documents shall be digitally signed by duly authorized representative of the bidding company.
- 6.0 Interested bidders may contact the following person for any technical clarifications against the tender.

Sri Arvind Jaini
General Manager (Corporate Affairs)
Oil India Limited
6th Floor, S B Tower
Sector 16A, NOIDA 201301
Mobile No. 9818642682
E-mail: ajaini@oilindia.in

- 7.0 We now look forward to your valuable offer through OIL’s e–portal against the tender.
- 8.0 OIL reserves the right to reject any/all bids and cancel the tender without assigning any reason whatsoever.

Thanking you,

Yours faithfully,
OIL INDIA LIMITED

(J.P.Sarmah)
Senior Advisor (C & P)
For Chief Advisor (C & P)
For Chairman & Managing Director

(END OF SECTION – I)

SECTION – II

INSTRUCTIONS TO BIDDERS

1.0 Bidder shall bear all costs associated with the preparation and submission of bid. Oil India Limited, hereinafter referred to as Company, will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

A. BIDDING DOCUMENTS

2.0 The services required, bidding procedures and contract terms are prescribed in the Bidding Document. This bidding document includes the following:

(a) A Covering Letter highlighting the following points:

- (i) Oil India Limited's Tender No.
- (ii) Type of Bidding
- (iii) Cost of Bid Document
- (iv) Address to send application for User-ID & Password
- (v) Bid closing date and time
- (vi) Bid opening date, time and place
- (vii) The amount of Bid Security
- (viii) The amount of performance guarantee
- (ix) Duration of Contract

(b) COVERING NOTE (Section - I)

(c) INSTRUCTIONS TO BIDDERS (Section - II)

(d) GENERAL TERMS AND CONDITIONS (Section - III)

(e) SCOPE OF WORK (Section - IV)

(f) SPECIAL CONDITIONS OF CONTRACT (Section - V)

(g) BID FORM AND SCHEDULE OF RATES (Section - VI)

(h) FORM OF BID SECURITY (BANK GUARANTEE) (Section - VII)

(i) FORM OF PERFORMANCE BANK GUARANTEE (Section - VIII)

(j) SAMPLE FORM OF AGREEMENT (Section - IX)

(k) BID REJECTION / EVALUATION CRITERIA (BRC/BEC) (Section - X)

(l) APPENDIX-I: TECHNICAL POINTS DISTRIBUTION

(m) PROFORMA - I: STATEMENT OF COMPLIANCE

(n) PROFORMA – II: INTEGRITY PACT

(o) ANNEXURE-I: GENERAL GUIDELINES TO BIDDERS FOR PARTICIPATING IN OIL'S e-PROCUREMENT TENDERS.

(p) ANNEXURE-II: CONFIDENTIALITY AGREEMENT

(q) ANNEXURE-III: DECLARATION FROM CEO/ HEAD OF THE ORGANISATION

(r) ANNEXURE-IV: CHECK LIST FOR BEC / BRC

2.1 The bidder is expected to examine all instructions, forms, terms and specifications in the Bid Document. Failure to furnish all information required as per the Bid Document or submission of a bid not substantially responsive to the Bid Document in every respect will be at the Bidder's risk & responsibility and may result in rejection of their bid.

3.0 AMENDMENT OF BIDDING DOCUMENTS:

- 3.1 At any time prior to the deadline for submission of bids, the Company may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the Bid Document through an Addendum/Corrigendum.
- 3.2 The Addendum/Corrigendum will be sent in writing or by Fax/E-mail/Courier/Post to all prospective Bidders to whom Company issued the bid documents. The Company may, at its discretion, extend the deadline for bid submission, if the Bidders are expected to require additional time in which to take the Addendum/Corrigendum into account in preparation of their bid or for any other reason.

B. PREPARATION OF BIDS

4.0 LANGUAGE OF BIDS:

- 4.1 The bid as well as all correspondence and documents relating to the bid exchanged between the Bidder and the Company shall be in English language, except that any printed literature may be in another language provided it is accompanied by an English version which shall govern for the purpose of bid interpretation.

5.0 DOCUMENTS COMPRISING THE BID:

- 5.1 The bid submitted by the Bidder must be under Single Stage Two Bid System and shall comprise of the following components:

I. TECHNO-COMMERCIAL UNPRICED BID

- (i) Documentary evidence in accordance with the Bid Rejection Criteria (BRC) as per Section-X.
- (ii) A scanned copy of the Bid Security in accordance with para 9.0 below should be uploaded along with the Unpriced bid documents. ***[Original hard copy of Bid Security should reach the Office of Chief Advisor (Contracts & Purchase), NOIDA before Bid closing date and time].***
- (iii) Statement of compliance as per **Proforma-I** of Section – X.
- (iv) Integrity Pact as given in Proforma-II, duly signed by the same signatory who signs the bid.
- (v) Filled up format as per Appendix – I of Section-X and Tables from Tables I to Table 11 of Appendix I of Section-X.
- (vi) A declaration that neither the bidders themselves, nor any of its allied concerns, partners or associates or directors or proprietors involved in any capacity with the bidding company, are currently serving any banning orders issued by OIL debarring them from carrying on business dealings with OIL (as mentioned in clause 26.0 of Section – II below).
- (vii) A declaration (as per format provided in Annexure - III) from CEO/Head of the organization for factual correctness of the information provided in their offer (as mentioned in clause 27.0 of Section – II below).

II. COMMERCIAL (PRICED) BID

Bid Form & Schedule of rates as per Section–VI.

6.0 BID FORM:

6.1 The bidder shall complete the Bid Form and the appropriate Price Schedule furnished in the Bid Document vide Section - VI.

7.0 BID PRICE:

7.1 Prices should be quoted through OIL's e - Portal filled in Schedule of Rates in complete to be uploaded as attachment to the Bid.

7.2 Price quoted by the Successful Bidder must remain firm during its performance of the Contract and is not subject to variation on any account.

7.3 All duties and taxes, corporate income taxes, Service tax and other levies payable by the Contractor under the Contract for which this Bid Document is being issued, shall be included in the rates, prices and total Bid Price submitted by the bidder. Evaluation and comparison of bids shall be made accordingly. For example, personal taxes and/or any corporate taxes arising out of the profits on the contract as per rules of the country shall be borne by the bidder.

8.0 DOCUMENTS ESTABLISHING BIDDER'S ELIGIBILITY AND QUALIFICATIONS:

8.1 These are listed in Bid Rejection Criteria vide Section – X.

9.0 BID SECURITY:

9.1 Pursuant to Para 5.0 above, the Bidder shall furnish as part of its Technical bid, Bid Security in the amount as specified in the "Covering Note".

9.2 The Bid Security is required to protect the Company against the risk of Bidder's conduct, which would warrant the security's forfeiture, pursuant to sub-para 9.7 below.

9.3 The Bid Security shall be denominated in the currency of the bid, and shall be in the form of Demand Draft, Banker's Cheque or a bank guarantee issued by a scheduled Indian Bank or a foreign bank through its Indian branch in the form provided in the Bid Document and valid for 30 (thirty) days beyond the validity of the bid. The bank guarantee should be so endorsed that it can be invoked at the issuing bank's branch located at Noida or alternatively at Delhi.

9.4 Any Bid not secured in accordance with above-mentioned subparagraphs 9.1 to 9.3 will be rejected by Company as non-responsive. However, Public Sector undertakings (central or state) are exempted from submission of bid security. Parties registered with Government Departments are not exempted from submission of bid security against this tender.

9.5 Unsuccessful Bidder's Bid Security will be discharged and/or returned within 30 (thirty) days of expiry of the period of bid validity.

9.6 Successful Bidder's Bid Security will be discharged upon the Bidder's signing of the contract and furnishing the performance security.

9.7 The Bid Security will be forfeited:

- (a) If any Bidder withdraws their bid during the period of bid validity (including any subsequent extension) specified by the Bidder on the Bid Form, or
- (b) If a Successful Bidder fails:
 - i) To sign the contract within reasonable time and within the period of bid validity, and /or,
 - ii) To furnish Performance Security.

10.0 PERIOD OF VALIDITY OF BIDS:

10.1 Bids shall remain valid for 90 (ninety) days after the date of bid opening prescribed by the Company.

10.2 In exceptional circumstances, the Company may solicit the Bidder's consent to an extension of the period of validity. The request and the response thereto shall be made in writing (or by Fax or E-mail). A Bidder may refuse the request without forfeiting their Bid Security. A Bidder granting the request will neither be required nor permitted to modify their bid but shall arrange suitable validity extension of their bid security provided under para 9.0 above.

11.0 FORMAT AND SIGNING OF BID:

11.1 The bid and all uploaded documents must be Digitally signed using “Class 3” digital certificate [e-commerce application (Certificate with personal verification and Organization name)] as per Indian IT Act obtained from the licensed Certifying Authorities operating under the Root Certifying Authority of India (RCAI), Controller of Certifying Authorities (CCA) of India.

11.2 The authenticity of above digital signature shall be verified through authorized CA after bid opening. If the digital signature used for signing is not of “Class -3” with Organizations name, the bid will be rejected.

11.2.1 Bidder is responsible for ensuring the validity of digital signature and it’s proper usage by their employee.

11.2.2 The bid including all uploaded documents shall be digitally signed by duly authorized representative of the bidding company.

11.3 The bid should contain no interlineations ,correcting fluid erasures or overwriting except as necessary to correct errors made by the Bidder, in which case such correction shall be initialed by the person(s) signing the bid. Any bid not meeting this requirement shall be liable for rejection.

C. SUBMISSION OF BIDS:

12.0 SEALING AND MARKING OF BIDS:

12.1 This tender is invited under **SINGLE STAGE- TWO BID SYSTEM**. The bidders are required to submit their bids through electronic format in OIL’s

e-Tender portal within the Bid Closing Date and Time stipulated in the e-Tender. Detailed Guidelines to bidders for participating in OIL's e-Procurement tenders are given in website. Please ensure that **TECHNO-COMMERCIAL UN-PRICED BID / ALL TECHNICAL DOCUMENTS RELATED TO THE TENDER** are uploaded in the **Technical RFX Response link** only. **Please note that no price details should be uploaded in Technical RFX Response link.** Details of prices as per Bid format / Price-bid can be uploaded as Attachment in the attachment link under **“Notes and Attachments”**. A screen shot in this regard is given below. However, we request bidders to go through OIL's e – Portal / Website before uploading their bids for updated information regarding participation requirements and procedure for OIL's e – tenders. A screen shot in this regard is given in Para 5.0 of Section - I. Offer not complying with above submission procedure will be rejected as per Bid Rejection Criteria mentioned in Section - X.

- 12.2 All the conditions of the contract to be made with the successful bidder are given in various Sections of this document. Bidders are requested to state their compliance/ non-compliance to each clause as per **PROFORMA – I** of Section – X. This should be a part of the Technical-bid.
- 12.3 Timely delivery of the bids is the responsibility of the Bidders. Bidders should submit their bid on-line before closing of the tender Date and Time.
- 12.4 Bids other than submitted through OIL's e – tender portal shall not be accepted.
- 13.0 DEADLINE FOR SUBMISSION OF BIDS:
- 13.1 **No bid can be submitted after the submission dead line is reached. Bids are to be submitted before the Bid Closing Date and Time mentioned in the “Invitation for Bid” in the System.** The system time displayed on e-procurement web page shall decide the submission dead line.
- 14.0 MODIFICATION AND WITHDRAWAL OF BIDS:
- 14.1 The Bidder, after submission of bid, may modify or withdraw its bid prior to bid closing, if considered inevitable.
- 14.2 No bid can be modified subsequent to the deadline for submission of bids. Post tender modification(s) of bid by any bidder within the period of its bid validity may lead to rejection of such offer and forfeiture of bidder's Bid Security in full. Such modification (s) may also call for debarment of the bidder.
- 14.3 Bidder can delete their original bid and upload again their correct/revised bids within the stipulated bid closing date and time. However, such corrections/ revisions/resubmission of bids including last minute decision by Bidders shall be solely on bidders' risk and responsibility. Company shall not assume any liability in this regard.
- 15.0 No bid may be withdrawn in the interval between the deadline for submission of bids and the expiry of the period of bid validity specified by the Bidder on the Bid Form. Withdrawal of a bid during this interval shall result in the Bidder's forfeiture of its Bid Security.

16.0 BID OPENING AND EVALUATION:

- 16.1 Company will open the Bids, including submission(s) made pursuant to para 14.0, in the presence of Bidder's representatives who choose to attend at the date, time and place mentioned in the Forwarding Letter. However, the Bidder's representative must produce an authorization letter from the bidder at the time of opening of tenders. Unless this letter is presented, the representative will not be allowed to attend the opening of tenders. The Bidders' representatives who are allowed to attend the bid opening shall sign in a register evidencing their attendance. Only one representative against each bid will be allowed to attend.
- 16.2 Bid (if any) which are withdrawn prior to bid closing date shall not be opened. On opening the remaining bids Company will examine them to determine whether the same are complete, requisite Bid Securities have been furnished, documents have been properly signed and the bids are generally in order.
- 16.3 At bid opening, Company will announce the Bidders' names, furnishing of requisite Bid Security and such other details as the Company may consider appropriate.
- 16.4 Company shall prepare, for its own records, minutes of bid opening including the information disclosed to those present in accordance with the sub-para 16.3.
- 16.5 To facilitate examination, evaluation and comparison of bids the Company may, at its discretion, ask the Bidder for clarifications of its bid. The request for clarification and the response shall be in writing and no change in the price or substance of the bid shall be sought, offered or permitted.
- 16.6 Prior to detailed evaluation, the Company will determine the substantial responsiveness of each bid to the Bidding Document. For purpose of these paragraphs, a substantially responsive bid is one which conforms to all the terms and conditions of the Bidding Document without material deviations. The Company's determination of bid's responsiveness is to be based on the contents of the Bid itself without recourse to extrinsic evidence.
- 16.7 A Bid determined as not substantially responsive will be rejected by the Company and may not subsequently be made responsive by the Bidder by correction of the non-conformity.
- 16.8 The Company may waive minor informality or nonconformity or irregularity on a bid that does not constitute a material/service deviation, provided such waiver does not prejudice or affect the relative ranking of any Bidder.

17.0 OPENING OF PRICE-BIDS:

- 17.1 Company will open the Price-bids of the technically qualified Bidders on a specific date in presence of interested qualified bidders. Technically qualified bidders will be intimated about the price bid opening date and time in advance and they will be allowed to present at the time of price bid opening. It is bidder's choice if they want to be present or not at the time of price bid opening.
- 17.2 The Company will examine the Priced-bids to determine whether they are complete, any computational errors have been made, required sureties have been furnished, the documents have been properly signed, and the bids are generally in order.

17.3 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price (that is obtained by multiplying the unit price and quantity) the unit price shall prevail and the total price shall be corrected accordingly. If any Bidder does not accept the correction of the errors, his bid will be rejected. If there is a discrepancy between words, and figures, the amount in words will prevail.

18.0 EVALUATION AND COMPARISON OF BIDS:

18.1 The Company will evaluate and compare the bids as per Bid Evaluation Criteria (Section-X) of the tender document.

19.0 CONTACTING THE COMPANY:

19.1 Except as otherwise mentioned anywhere in the Tender Document, no Bidder shall contact Company on any matter relating to its bid, from the time of the bid opening to the time the Contract is awarded except as required by Company vide para 16.5.

19.2 An effort by a Bidder to influence the Company in the Company's bid evaluation, bid comparison or Contract award decisions may result in rejection of their bid.

D. AWARD OF CONTRACT

20.0 AWARD CRITERIA:

20.1 The Company will award the Contract to the Contractor whose bid has been determined to be substantially responsive and has been determined as successful bidder as per the Bid Evaluation Criteria, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily.

21.0 COMPANY'S RIGHT TO ACCEPT OR REJECT ANY BID:

21.1 Company reserves the right to accept any bid and to reject any or all bids.

22.0 NOTIFICATION OF AWARD:

22.1 Prior to expiry of the period of bid validity or extended validity, the Company will notify the successful Bidder in writing by registered letter or by fax (to be confirmed in writing by registered / courier letter) that his bid has been accepted.

22.2 The notification of award will constitute the formation of the Contract.

23.0 SIGNING OF CONTRACT:

23.1 At the same time as the Company notifies the successful Bidder that his Bid has been accepted, the Company will either invite the bidder for signing of the agreement or send the Contract Form provided in the bidding document. The form will be accompanied by the General & Special Conditions of Contract, scope of works, schedules of rates and all other relevant documents.

23.2 Within 15 (fifteen) days of receipt of the final contract document, the successful Bidder shall sign and date the contract and return the same to the Company.

24.0 PERFORMANCE SECURITY:

- 24.1 Within 15 (fifteen) days of receipt of notification of award from the Company, the successful Bidder shall furnish the performance security for an amount specified in the Forwarding Letter in the form of Bank Guarantee in the format as provided in the Bidding Document or in any other form acceptable (Demand Draft) to the Company from a Bank located in India. The performance security shall be payable to Company as compensation for any loss resulting from Contractor's failure to fulfill its obligations under the Contract.
- 24.2 The performance security specified above must be valid for 06 (six) months beyond the expiry date of the contract to cover any obligation and to lodge claim, if any. The same will be discharged by Company after 06 (six) months of the expiry of the Contract period. In the event of extension of contract, subsequent to expiry of validity of the original contract period, Contractor shall have to enhance the value of the performance security to cover the contract value for the extended period and also to extend the validity of the performance security accordingly.
- 24.3 Failure of the successful bidder to comply with the requirements of para 23.1 to 24.1 above shall constitute sufficient grounds for annulment of the award and forfeiture of the Bid Security. In such an event, the Company may award the contract to the next evaluated Bidder or call for new bid or negotiate with the next lowest bidder as the case may be.

25.0 RETENTION MONEY:

Not applicable against this tender

- 26.0 Offers (Technical Bids) must be accompanied with a declaration that neither the bidders themselves, nor any of its allied concerns, partners or associates or directors or proprietors involved in any capacity with the bidding company, are currently serving any banning orders issued by OIL debaring them from carrying on business dealings with OIL. If the same is not submitted along with technical bid the offer of the party will be liable for rejection.
- 27.0 Offers (Technical Bids) must be accompanied with a declaration (as per format provided as Annexure - III) from CEO / Head of the organization certifying that all the information provided in the offer (including the information provided in Table No. 1 - 11) are factually correct.

(END OF SECTION – II)

SECTION –III

GENERAL TERMS AND CONDITIONS

1.0 DEFINITIONS:

Following terms and expressions shall have the meaning hereby assigned to them unless the context otherwise requires:

- 1.1 'Contract' means the terms and conditions contained in the document entitled **“RESTRUCTURING OF ORGANISATION FOR OPERATIONAL EXCELLENCE OF OIL INDIA LIMITED”** and the attached exhibits. In the event of any conflict between the text of the contract and the exhibits, the text of the Contract shall have precedence over the exhibits.
- 1.2 'Contractor' means the individual or firm or body incorporated performing the work under this contract.
- 1.3 'Company' means OIL INDIA LIMITED (OIL) and its executors, successors, administrators and assignees.
- 1.4 The 'Work' means each and every activity required for the successful performance of the services described under this contract.
- 1.5 'Operating Area' means those areas on-shore in India in which company or its affiliated company may from time to time be entitled to execute such services/operations.
- 1.6 'Site' means the land and other places, on, under, in or through which the works are to be executed by the Contractor and any other land and places provided by the Company for working space or any other purpose as designated hereinafter as forming part of the Site.
- 1.7 'Contract Price' means the price payable to the Contractor under the contract for the full and proper performance of its contractual obligations.
- 1.8 'Company's Items' means the equipment, materials and services which are to be provided by Company/Contractor at the expense of Company.
- 1.9 'Contractor's Items' means the equipment, materials and services which are to be provided by Contractor/Company at the expense of the Contractor.
- 1.10 'Commencement Date (Zero Date)' means the date from the receipt of the LOA (Letter of Award) from OIL as per the scope of work of the Contract or as mentioned in LOA/Contract.
- 1.11 'Contractor's personnel' means the personnel as required to be provided by Contractor from time to time for execution of this contract.
- 1.12 'Company Representative' means the person or persons appointed and approved in writing from time to time by the Company to act on its behalf for overall co-ordination.

2.0 EFFECTIVE DATE AND DURATION OF CONTRACT:

As per Clause No. 1.0 of Special Conditions of Contract (Section-V).

3.0 CONTRACTOR'S PERSONNEL:

- 3.1 Contractor's Personnel - Contractor warrants that it shall provide all manpower for the necessary operations, supervision and execution of all works under this Contract to Company's satisfaction. The personnel to be deployed by the Contractor must be competent and sufficiently experienced to perform the works correctly and efficiently except where otherwise stated.
- 3.2 Except as otherwise hereinafter provided, the selection, replacement and remuneration of Contractor's personnel shall be determined by Contractor. Such employees shall be the employees solely of Contractor. Contractor shall ensure that its personnel will be competent and efficient.
- 3.3 Replacement of Contractor's Personnel- Contractor will immediately remove and replace any of the Contractor's personnel, who in the opinion of Company, is incompetent, or negligent or of unacceptable behaviour or whose employment is otherwise considered by Company to be undesirable.

4.0 GENERAL OBLIGATIONS OF CONTRACTOR:

- 4.1 It is expressly understood that Contractor is an independent entity and that neither it nor its employees and its sub-contractors are employees or agents of Company. Company is authorised to designate its representative, who shall at all time have access to the related equipment and all records, for the purposes of observing, inspecting and designating the work to be performed hereunder by Contractor. The Contractor may treat Company's representative for the time being at site as being in-charge of all Company's and Company designated personnel at site.
- 4.2 Compliance with Company's Instructions: - Contractor shall comply with all instructions of Company consistent with the provision of this Contract and perform the works described in the Scope of Work.
- 4.3 Except as otherwise provided in the Scope of Work and the special conditions of contract, Contractor shall provide experienced, qualified and physically fit manpower as required to perform the work.
- 4.4 Contractor shall perform all other obligations, work and services which are required by the terms of this contract or which reasonably can be implied from such terms as being necessary for successful and timely execution of the work.
- 4.5 Contractor shall be deemed to have satisfied itself before submitting its bid as to the correctness and sufficiency of its bid for the services required and of the rates and prices quoted, which rates and prices shall, except insofar as otherwise provided herein, cover all its obligations under the contract.
- 4.6 Contractor shall give or provide all necessary supervision during the performance of the services and as long thereafter as Company may consider necessary for the proper fulfilling of contractor's obligations under the contract.

5.0 GENERAL OBLIGATIONS OF COMPANY:

5.1 Company shall, in accordance with and subject to the terms and conditions of the Contract, pay Contractor for its full and proper performance of obligations as per provision of this contract.

5.2 Allow Contractor and its employees access, subject to normal security and safety procedures, to all areas of Company as required for orderly performance of the work.

6.0 PAYMENT TERMS:

As defined under para 6.0 of Section V.

7.0 Deleted

8.0 TAXES AND DUTIES:

8.1 All taxes whether Corporate or Personnel or any other tax including Service Tax will have to be borne by the Contractor. The Contractor will assume all responsibilities in this regard. However, the Company will deduct income tax at source as per Indian Income Tax Act and other taxes as applicable under law.

8.2 The Company will not bear any responsibility nor reimburse any amount in case of duties/taxes actually levied exceeds those taken in to account by the Contractor for preparation of priced bid. Nothing in this contract shall relieve the Contractor from its responsibility to pay any tax/duty that may be levied on profits made by him in respect of the contract. The Contractor shall comply with Indian Income Tax Acts, Rules and Labour Laws framed by Central or State Government from time to time with respect to supply of driver/sub-contractor or other contracts awarded to other parties.

8.3 Duties and taxes on purchases made by contractor shall entirely be borne by the Contractor. The Company will not bear any responsibility on such purchases.

8.4 Tax levied as per the provisions of tax rules on income derived under this contract will be to Contractor's account.

8.5 Taxes will be deducted at source from all payments released to the Contractor, at specified rates of income tax as per provisions of Indian Tax Act.

8.6 Contractor shall be responsible for and pay the personnel taxes, if any, for all the personnel deployed.

8.7 The Contractor shall furnish the Company, if and when called upon to do, the relevant statements of accounts or any other information pertaining to work done under this contract for submitting the same to Tax Authorities, on specific request by them. Contractor shall be responsible for preparing and filing relevant returns within the stipulated period as per the provisions of the Indian Income tax Act. Company will not assume any responsibility whatsoever towards consequences of non-compliance to above.

8.8 Deleted.

- 8.9 Prior to start of operation under this contract, the Contractor shall furnish the Company all necessary documents, as asked for, which may be submitted to Income Tax Authorities at the time of obtaining “No Objection Certificate” for releasing payments to the Contractor.
- 8.10 Corporate and personnel taxes on Contractor and their sub-contractor shall be the liabilities of the Contractor and Company shall not be responsible on this account.
- 8.11 All local taxes, levies and duties, sales tax, octroi, excise duty, etc. on purchases/sales by the Contractor, its sub-contractor and agents shall be borne by the Contractor.
- 9.0 STATUTORY OBLIGATIONS AND SUBSEQUENTLY ENACTED LAWS:
- 9.1 The Contractor shall comply with all the statutory obligation of Government of India and State applicable at the Site and the Purchaser shall not be liable for any action of the statutes applicable due to non-fulfillment of statutory obligations by the contractor.
- 9.2 The Contractor shall give all notices and pay all fees required to be given or paid under any Central or State statute, ordinance or other law or any regulation or by-law of any local or other duly constituted authority in relation to the execution of the Work.
- 9.3 The Contractor shall conform and comply in all respects with the provisions of any statute, ordinance or laws as aforesaid and the rules, regulations or by-laws of any local or other duly constituted authority which may be applicable to the works or to any temporary works and with such rules and regulations of public bodies as aforesaid and shall indemnify the Purchaser against all penalties and liabilities of every kind for breach of any such statute, ordinance, law, rule, regulation or by-law.
- 9.4 Subsequent to the Bid Closing Date of the Tender, if there is a change in or enactment of any law or interpretation of existing law, which results in additional cost/reduction in cost to Contractor on account of the operation under the Contract, the Company/Contractor shall reimburse/pay Contractor/Company for such additional /reduced costs actually incurred.
- 10.0 USE OF COMPANY’S EQUIPMENT [*Not applicable against this tender/contract*]:
- 10.1 Contractor shall assume the risk of and shall be solely responsible for damage to and loss or destruction of materials and equipment or supplies furnished by Company. In case there is a loss or damage to the company's equipment for causes attributable to contractor, the contractor shall compensate the company.
- 11.0 WAIVERS AND AMENDMENTS:
It is fully understood and agreed that none of the terms and conditions of the Contract shall be deemed waived or amended by either party unless such waiver or amendment is executed in writing by the duly authorized agents or representatives of such party. The failure of either party to execute any right of termination shall not act as a waiver or amendment of any right of such party provided hereunder.

12.0 CONFIDENTIALITY:

12.1 Contractor agrees to be bound by professional secrecy and undertakes to keep confidential any information obtained during the conduct of services and to take all reasonable steps to ensure that Contractor's personnel likewise keep such information confidential.

12.2 This obligation shall be kept in force even after the termination date and until such information will be disclosed by Company.

13.0 NOTICES:

13.1 Any notice given by one party to other, pursuant to the Contract shall be sent in writing or by Fax or E-mail and confirmed in writing to the applicable address specified below:

COMPANY

OIL INDIA LIMITED

PLOT NO. 19, SECTOR-16A,

NOIDA – 201 301

UTTAR PRADESH

Fax No. 0120-2488327

E-MAIL: corp_c&p@oilindia.in

CONTRACTOR

13.2 A notice shall be effective when delivered or on the notice's effective date, whichever is later.

14.0 HEADINGS:

The headings of the clauses of the Contract are for convenience only and shall not be used to interpret the provisions hereof.

15.0 LIABILITY:

15.1 Except as otherwise expressly provided, neither Company nor its servants, agents, nominees, Contractors, or subcontractors shall have any liability or responsibility whatsoever to whomsoever for loss of or damage to the equipment and/or loss of or damage to the property of the Contractor and or his Contractors or subcontractors, irrespective of how such loss or damage is caused and even if caused by the negligence of Company and/or its servants, agents, nominees, assignees, Contractors and subcontractors. The Contractor shall protect, defend, indemnify and hold harmless Company from and against such loss or damage and any suit, claim or expense resulting therefrom.

15.2 Neither Company nor its servants, agents, nominees, assignees, Contractors, sub-contractors shall have any liability or responsibility whatsoever for injury to, illness, or death of any employee of the Contractor and / or of its Contractors or subcontractors irrespective of how such injury, illness or death is caused and even if caused by the negligence of Company and/or its servants, agents, nominees, assignees, contractors and sub-contractors. Contractor shall protect, defend, indemnify and hold harmless Company from and against such liabilities and any suit, claim or expense resulting there from.

- 15.3 The Contractor hereby agrees to waive its right to recourse and further agrees to cause his underwriters to waive their right of subrogation against Company and/or its underwriters, servants, agents, nominees, assignees, contractors and subcontractors for loss or damage to the equipment of the Contractor and/or its subcontractors when such loss or damage or liabilities arises out of or in connection with the performance of the Contract.
- 15.4 The Contractor hereby further agrees to waive its right of recourse and agrees to cause its underwriters to waive their right of subrogation against Company and/or its underwriters, servants, agents, nominees, assignees, contractors and subcontractors for injury to, illness or death of any employee of the contractor and of its contractors, subcontractors and / or their employees when such injury, illness or death arises out of or in connection with the performance of the Contract.
- 15.5 Except as otherwise expressly provided, neither Contractor nor its servants, agents, nominees, contractors or subcontractors shall have any liability or responsibility whatsoever to whomsoever for loss of or damage to the equipment and/or loss or damage to the property of the Company and/or his contractors or subcontractors, irrespective of how such loss or damage is caused and even if caused by the negligence of Contractor and / or its servants, agents, nominees, assignees, contractors and subcontractors. The Company shall protect, defend, indemnify and hold harmless Contractor from and against such loss of damage and any suit, claim or expense resulting therefrom.
- 15.6 Neither Contractor nor its servants, agents, nominees, assignees, contractors, subcontractors shall have any liability or responsibility whatsoever to whomsoever or injury to, illness, or death of any employee of the Company and/or of its contractors or subcontractors irrespective of how such injury, illness or death is caused and even if caused by the negligence of contractor and/or its servants, agents, nominees, assignees, contractors and subcontractors Company shall protect, defend indemnify and hold harmless contractor from and against such liabilities and any suit, claim or expense resulting there from.
- 15.7 The Company agrees to waive its right of recourse and further agrees to cause its underwriters to waive their right of subrogation against contractor and / or its underwriters, servants, agents, nominees, assignees, contractors and subcontractors for loss or damage to the equipment of Company and/or its contractors or subcontractors when such loss or damage or liabilities arises out of or in connection with the performance of the Contract.
- 15.8 The Company hereby further agrees to waive its right of recourse and agrees to cause its underwriters to waive their right of subrogation against contractor and / or its underwriters, servant, agents, nominees, assignees, contractors and subcontractors for injury to, illness or death of any employee of the Company and of its contractors, subcontractors and/or their employees when such injury, illness or death arises out of or in connection with the performance of the contract.
- 16.0 CONSEQUENTIAL DAMAGE:
- 16.1 Neither party shall be liable to the other for special, indirect or consequential damages resulting from or arising out of the contract, including but without limitation, to loss of profit or business interruptions, howsoever caused and regardless of whether such loss or damage was caused by the negligence (either sole or concurrent) of either party, its employees, agents or sub-contractors.

17.0 WITH-HOLDING:

17.1 Company may with-hold or nullify the whole or any part of the amount due to Contractor on account of subsequently discovered evidence in order to protect Company from loss on account of :

- (a) For non-completion of jobs assigned as per Section-IV.
- (b) Contractor's indebtedness arising out of execution of this contract.
- (c) Defective work not remedied by Contractor.
- (d) Claims by sub-contractor of Contractor or others filed or on the basis of reasonable evidence indicating probable filing of such claims against Contractor.
- (e) Failure of Contractor to pay or provide for the payment of salaries / wages, contributions, unemployment, compensation, taxes or enforced savings with-held from wages, etc.
- (f) Failure of Contractor to pay the cost of removal of unnecessary debris, materials, tools, or machinery.
- (g) Damage to another Contractor of Company.
- (h) All claims against Contractor for damages and injuries, and / or for non-payment of bills, etc.
- (i) Any failure by Contractor to fully reimburse Company under any of the indemnification provisions of this contract. If, during the progress of the work Contractor shall allow any indebtedness to accrue for which Company, under any circumstances in the opinion of Company may be primarily or contingently liable or ultimately responsible and Contractor shall, within five days after demand is made by Company, fail to pay and discharge such indebtedness, then Company may during the period for which such indebtedness shall remain unpaid, with-hold from the amounts due to Contractor, a sum equal to the amount of such unpaid indebtedness.
- (j) With-holding will also be effected on account of the following :
 - i) Garnishee order issued by a Court of Law in India.
 - ii) Income-tax deductible at source according to law prevalent from time to time in the country.
 - iii) Any obligation of Contractor which by any law prevalent from time to time to be discharged by Company in the event of Contractor's failure to adhere to such laws .

17.1.1 When all the above grounds for with-holding payments shall be removed, payment shall thereafter be made for amounts so with-held.

17.2 Notwithstanding the foregoing, the right of Company to withhold shall be limited to damages, claims and failure on the part of Contractor which is directly / indirectly due to some negligent act or omission on the part of Contractor relating to the Contractor's obligation on the Contract.

18.0 APPLICABLE LAW:

The contract shall be deemed to be a contract made under, governed by and construed in accordance with the laws of India.

18.1 The Contractor shall ensure full compliance of various Indian Laws and Statutory Regulations, to the extent applicable, as stated below, but not limited to, in force from time to time and obtain necessary permits / licenses, etc. from appropriate authorities for conducting operations under the Contract :

- a) The Minimum Wages Act, 1948.
- b) The Workmen's Compensation Act, 1923.
- c) The Payment of Wages Act, 1963.
- d) The Payment of Bonus Act. 1965.
- e) The Contract Labour (Regulation & Abolition) Act, 1970 and the rules framed thereunder.
- f) The Employees Pension Scheme, 1995.
- g) The Interstate Migrant Workmen Act., 1979 (Regulation of employment and conditions of service).
- h) The Employees Provident Fund and Miscellaneous Provisions Act, 1952.
- i) Act related to States.
- j) Service Tax Act.
- k) Any other law and regulations applicable to carry out the complete job/assignment as per the Contract.

18.2 For any violation of law, rules, statutory obligations/regulations, etc. Contractor will be solely responsible. Company will not be responsible for the same by any means.

19.0 FORCE MAJEURE:

19.1 In the event of either party being rendered unable by "Force Majeure" to perform any obligation required to be performed by them under this contract, the relative obligation of the party affected by such "Force Majeure" will stand suspended as provided herein. The word "Force Majeure" as employed herein shall mean acts of God, war, revolt, agitation, strikes, riot, fire, flood, sabotage, civil commotion, road barricade (but not due to interference of employment problem of the Contractor) and any other cause, whether of kind herein enumerated or otherwise which are not within the control of the party to the contract and which renders performance of the contract by the said party impossible.

19.2 Upon occurrence of such cause and upon its termination, the party alleging that it has been rendered unable as aforesaid thereby, shall notify the other party in writing within seventy two (72) hours of the alleged beginning and ending thereof, giving full particulars and satisfactory evidence in support of its claim.

19.3 Either party will have the right to terminate the contract if such "force majeure" condition continues beyond fifteen (15) days with prior written notice. Should either party decide not to terminate the contract even under

such condition, no payment would apply after expiry of fifteen (15) days period unless otherwise agreed to. In case a force majeure situation arises for a particular no of days, the contract period shall be extended by that many days without Liquidated Damages.

20.0 TERMINATION:

20.1 TERMINATION ON EXPIRY OF THE TERMS (DURATION)

The contract shall be deemed to have been automatically terminated on the expiry of duration of the contract or extension, if any, thereof or completion of their obligation under the Contract whichever is applicable.

20.2 TERMINATION ON ACCOUNT OF FORCE MAJEURE

Either party shall have the right to terminate the Contract on account of Force Majeure as set forth in Para 19.0 above.

20.3 TERMINATION ON ACCOUNT OF INSOLVENCY

In the event that the Contractor at any time during the term of the Contract, becomes insolvent or makes a voluntary assignment of its assets for the benefit of creditors or is adjudged bankrupt, then the Company shall, by a notice in writing have the right to terminate the Contract and all the Contractor's right and privileges hereunder, shall stand terminated forthwith.

20.4 TERMINATION FOR UNSATISFACTORY PERFORMANCE

If the Company considers that the performance of the Contractor is unsatisfactory, or not up-to the expected standard, the Company shall notify the Contractor in writing and specify in details the cause of the dissatisfaction. The Company shall have the option to terminate the Contract by giving fifteen (15) days notice in writing to the Contractor, if Contractor fails to comply with the requisitions contained in the said written notice issued by the Company.

20.5 TERMINATION DUE TO CHANGE OF OWNERSHIP & ASSIGNMENT

In case the Contractor's rights and/or obligations under the Contract and/or the Contractor's rights, title and interest to the equipment/material, are transferred or assigned without the Company's consent, the Company may at its absolute discretion, terminate the Contract.

20.6 CONSEQUENCES OF TERMINATION

In all cases of termination herein set forth, the obligation of the Company to pay the rates or any other charges shall be limited to the period up to the date of termination. Notwithstanding the termination of the Contract, the parties shall continue to be bound by the provisions of the Contract that reasonably require some action or forbearance after such termination.

20.7 If at any time during the term of the Contract, breakdown of Contractor's equipment results in Contractor being unable to perform their obligations hereunder for a period of 15 (fifteen) successive days (not including force majeure delay). Company, at its option, may terminate this Contract in its entirety without any further right or obligation on the part of the Company, except for the payment of money then due. No notice shall be served by the Company under the condition stated above.

- 20.8 Upon termination of the Contract, Contractor shall return to Company all of Company's items, which are at the time in Contractor's possession.
- 20.9 In the event of termination of Contract, Company will issue Notice of Termination with date or event after which the Contract will be terminated. The Contract shall then stand terminated and the Contractor shall demobilize their personnel and materials.
- 21.0 SET OFF:
- Any sum of money due and payable to the Contractor (including security Deposit refundable to them) under this or any other contract may be appropriated by the Company and set off against any claim of the Company (or such other person or persons contracting through the Company) for payment of a sum of money arising out of this contract or under any other contract made by the Contractor/ with the Company (Or such other person or persons contracting through the Company).
- 22.0 ARBITRATION:
- 22.1 The Contractor and the Company shall make every effort to resolve amicably by direct informal negotiation any disagreement arising between them under or in connection with the agreement.
- 22.2 In the event of any disagreement or dispute arising in connection with execution of the Agreement which cannot be settled in an amicable manner between the Contractor and the Company, the matter shall be referred to arbitration. Such arbitration shall be governed by the provisions of the Indian Arbitration Act, 1996 as amended upto date by any statutory modification or reenactment thereof for the time being in force. Arbitration proceeding will be held in Delhi/ Noida.

(END OF SECTION - III)

SECTION – IV

SCOPE OF WORK

1. INTRODUCTION:

Oil India Limited (OIL) is India's premier Oil & Gas "Navratna" company engaged in the exploration, development, production and transportation of crude oil and natural gas. The company has a rich history of more than 50 years of experience and has been credited with independent India's first commercial oil discovery in 1953. Apart from a strong domestic presence (with access to more than 65 E&P blocks), over the last few years, OIL has made a concerted effort to expand its international presence and is now present in 9 countries, with access to 20 E&P blocks. OIL developed a 2020 growth strategy recently and decided to focus on the following areas for growth:

- Intensive Exploration to enhance reserves base
- Acquisition of discovered / producing properties for inorganic growth
- Intensification of IOR – EOR activities
- Highest emphasis in the areas of HRD, HSE and Corporate Governance
- Selected diversification in the E&P value chain and non-conventional energy (CBM, Shale Gas, Shale Oil, LNG and renewable energy)

Given the challenges that the rapidly changing global environment poses to E&P players including OIL, a need has been felt to have a comprehensive study of the organization structure, talent strategy and business processes to deliver the growth envisaged during the strategy exercise. A perspective plan 2030 and a comprehensive re-look at strategy to incorporate any changes in the external environment and also to plan for various possible scenarios in the future would also precede the restructuring exercise. It is envisaged that the restructuring exercise would deliver improved performance on key indicators, backed by more robust interfaces and improved practices in core areas.

In this endeavor, OIL wishes to engage a reputed consultant with relevant experience to conduct a structured study that answers the following 5 questions:

- What changes, if any, are needed to the strategy in order to accelerate growth? Also, what steps are needed to mitigate future uncertainties?
- What is the structure and size of the organization to deliver the strategy effectively?
- What are interface management and operating practices that need to support the organization and deliver improved performance in core E&P areas?
- How to develop the necessary talent to meet these growth and operational improvement aspirations?
- How to maintain and evolve its culture, while achieving the growth aspirations?

The objective of this study is to help OIL answer these important questions and identify and deliver initiatives that OIL should pursue over the next 2 years towards achieving the aspirations.

A semi-annual survey [4(Four) nos. over the period of the assignment] to track overall progress of restructuring and culture will have to be conducted by the consultant. This would guide the Management and the Core Engagement Team on the sentiments of the

OIL employees and will be a good way of internal evaluation of this ongoing project, but will not directly impact consultant evaluation.

Some of the salient features of the scope of work for each facet of the project activities are described hereinafter. These details are not limiting, and the consultant will be responsible for all other activities required to achieve the above stated objective, notwithstanding that the same are not specifically set out below:

2. SCOPE OF WORK

The broad scope of work for the consultant will include:

S. No.	Topic	Sub-Processes/ Brief Description
1.	Strategy	<p>Create Perspective Plan 2030 and revisit strategy with objective to accelerate growth</p> <p>This study is expected to help OIL lay out a Perspective Plan for the longer term (2030) with specific intermediate milestones (2020, 2025) and validate its strategic aspirations and plan from the recent internal strategy exercise. Testing the strategy under various scenarios and laying down response to these scenarios is also expected besides creating a detailed implementation and tracking blueprint.</p>
1.1	Scope	<ul style="list-style-type: none"> ■ Develop ‘PP2030’ for Oil India Limited and put down intermediate milestones for 2020 and 2025. Also support OIL Management in communicating the plan to the broader Organization ■ Undertake a thorough performance analysis on the full range of relevant topics but surely covering: <ul style="list-style-type: none"> – Reserves accretion – Production – Business development – Project management – Drilling operations – Pipeline operations ■ Conduct a detailed market analysis, across the entire E&P value chain, and outlining the different scenarios / sensitivities. Idea is to maximize value provided to the customer. Key activities include: <ul style="list-style-type: none"> – Understanding the Global and Indian energy scenario – current and in future – Estimating attractiveness of businesses from the perspective of demand / supply outlook, size of potential profit pools, competitive intensity, etc. split by part of the value chain, geography, etc. – Understanding the current regulatory framework that OIL operates in and outline the likely shifts in government policy, e.g., environmental concerns – Identifying the major trends and potential discontinuities that could have a significant impact – Running scenarios / sensitivities to understand the implications of each of the major trends / discontinuities – Understanding potential risks / challenges / opportunities

S. No.	Topic	Sub-Processes/ Brief Description
		<ul style="list-style-type: none"> – Develop specific recommendations for OIL, including but not limited to – Shortlist potential geographies that OIL should aspire to play in, based on a detailed assessment on the attractiveness and OIL’s ability to capture this opportunity. – Define what should be the extent of involvement in various plays, especially offshore and unconventional plays – Define India E&P aspirations and specific initiatives to drive the growth profitably – Define the extent of growth that OIL should aspire for in non-E&P areas like downstream, renewable, gas, etc. – Identify technology areas critical to deliver PP2030 and develop a high-level strategy to deliver the same – Outline the various risk factors that OIL would have to consider and develop mitigation plans for, while pursuing this growth – Assess OIL’s current capabilities, on both current performance and future health and identify core strengths and areas of concerns / weaknesses. Based on these, create a detailed outlook on – Funding constraints, if any, through developing a cash-flow statement till 2030. Also suggest source of funding – Biggest capability gaps that need to be filled. Suggest ways to fill these gaps. – Critical partnerships that will be needed to deliver the PP2030 initiatives – Based on the potential opportunity / aspiration and understanding of current capability, define – Potential organic and inorganic growth aspirations for E&P and non-E&P businesses – International growth aspiration, including which opportunities and how to capture them. – Support and hand-hold delivery of the most important initiatives – Create a full charter of initiatives that will be needed to deliver PP2030 – Support staffing the initiative teams – Work with initiative teams to ensure they fully understand the scope, timelines, milestones and implementation plans. Also, help create a very detailed plan including responsibilities of various members of the initiative teams and their individual timelines and deliverables – Hand-hold the teams at a weekly/ fortnightly level to ensure progress towards milestones – Participate in management reviews and provide suggestions to de-bottleneck – Demonstrate tangible performance improvement in the identified initiatives – Create a tracking mechanism and review architecture to track progress of the initiatives

S. No.	Topic	Sub-Processes/ Brief Description
1.2	Key deliverables	<ul style="list-style-type: none"> ■ PP2030 plan for OIL, including: <ul style="list-style-type: none"> – Aspirations and targets on key performance metrics for 2030 and intermediate milestones for 2020 and 2025 <ul style="list-style-type: none"> □ Revenues □ Profitability □ Share of business from different Assets, Plays, Geographies, non-E&P businesses – Initiatives that OIL needs to undertake to meet the aspirations, including but not limited to the following areas <ul style="list-style-type: none"> □ Reserves accretion □ Field development □ Production □ Services, including drilling □ Pipeline operations □ Technology roadmap □ Internationalisation and business development – Changes to aspirations and initiatives in various market scenarios – Detailing of the initiatives, e.g., <ul style="list-style-type: none"> □ Shortlisted list of geographies for internationalisation □ Resource types to focus M&A efforts □ Technology areas that are critical to delivering the Perspective plan and how to acquire them □ Services roadmap and technology needed for meeting various initiatives □ Ramp-up plans for non-E&P business in various years – ‘How to Win’ in each of the identified areas including <ul style="list-style-type: none"> □ Financial plans including a detailed capital allocation and funding plan □ Technological requirements and sources to tap the same □ Resource and manpower plans □ HR interventions (including policy changes) and talent development needed to deliver the strategy □ Supporting systems and processes needed to deliver the strategy ■ Detailed roadmap to achieve this strategy, including: <ul style="list-style-type: none"> – Sub-initiatives for each selected areas including timelines, milestones (2020 and 2025) and agreed owners – Detailed implementation plan for at least 12 months and high level plan beyond that – Mechanism for the initiative progress to be tracked at various levels, including the top management. Also, organization support needed to facilitate this tracking in a robust and timely manner. – Organisation and process support needed, e.g., key capabilities

S. No.	Topic	Sub-Processes/ Brief Description
		<p>needed, performance management systems / KPIs</p> <ul style="list-style-type: none"> ■ A system to track progress of initiatives, reviews to monitor these and a team in the organisation for the same established
2	Organization	<p>Define organization structure and size in various areas</p> <p>To get the organization ready for growth, it is felt that a comprehensive re-look at the organization structure is needed across all levels. Also, it is felt that to build the high performing organization of the future, OIL needs to define/ redefine processes and workflows and ensure right sizing of the organisation</p> <p>This study is expected to help OIL define a clear organisation structure with corresponding roles, processes, etc. and the ideal size needed in each of the core functions</p>
2.1	Scope	<p>The scope of the study will include the following areas:</p> <ul style="list-style-type: none"> ■ Understand the organisation structures adopted by best in class oil and gas companies and distill learnings relevant to OIL ■ Study Oil India Limited’s current organization structure to understand the positives and challenges in detail ■ Based on learnings from global companies, issues in the current structure and the agreed strategic priorities, define the appropriate organisation structure and reporting, including degree of centralisation / de-centralisation. This would include, but not limit to the following <ul style="list-style-type: none"> – Aligning size of the Board and role of functional Directors – Defining the role and structure of Oil India International Limited (approved by Oil India Board as the subsidiary to oversee overseas assets), its structure, interface with Oil India (finances, manpower, reporting etc) and Delegation of Powers – Clarifying reporting of various international entities and interfacing with Oil India International Limited and Oil India Limited at different stages in the E&P lifecycle – Sizing of teams in each area/ subsidiary and defining capabilities to be retained in-house vs outsourced ■ Define clear profiles, roles and responsibilities of the key positions in the organisation structure including, but not limited to <ul style="list-style-type: none"> – Defining roles for Functional Directors – Laying down deliverables and KRAs/ KPIs for important roles, till at least 2 levels below the Directors (Directors, GMs, DGMs) – Detailing interfaces between various functions, especially on key decisions, and the process to manage these ■ Support transition to new structure <ul style="list-style-type: none"> – Hand-hold transition to the new structure, including incorporating learnings from the transition into the structure dynamically ■ Set-up mechanism to track organisation health in form of a semi-annual survey that the consultant will run 4 times during the length of the assignment. The same should result in specific action points for the management

S. No.	Topic	Sub-Processes/ Brief Description
2.2	Key deliverables	<ul style="list-style-type: none"> ■ Agreed, detailed ‘End State’ organisation structure for OIL ■ Sizing of the organization at various levels ■ Role and structure of Oil India International Limited, its structure, interface with Oil India (finances, manpower, reporting etc) and Delegation of Powers ■ Clear role descriptions for various functions or teams including interface between them ■ Clear profiles, role descriptions for key positions in the organization structure, including major responsibilities, KRAs/KPIs, interface with other stakeholders, etc. ■ Transition plan along with hand holding plan on how to move into the new organization structure, in the short term and in the long term ■ Final, implemented organisation structure
3	Workflows	<p>Define workflows for key areas and operating practices to deliver improved performance</p> <p>The workflows would need to change as a result of the changes in the organization structure. Also, given the changes in operating environment, decisions need more diligence while also need to be taken faster. Operating practices also need to be updated.</p> <p>This study is expected to help OIL define and implement an updated stage gate process and optimal work-flows in key areas, besides also updating and implementing operating practices in these areas to deliver improved performance.</p>
3.1	Scope	<ul style="list-style-type: none"> ■ Understand the stage gate processes adopted by best in class Oil & Gas organisations with focus on organisations of similar size and strategic priorities ■ Understand the current decision process at OIL for key decisions ■ Define a stage gate process for OIL including activities, ownership and deliverables for each stage and requisites to pass a gate. ■ Define the optimal workflow in key areas aligned to the stage gate process, e.g., reserves accretion, production (operations), business development, drilling operations, project management, Pipeline Operations <ul style="list-style-type: none"> – Defining roles of various functions at different stages of E&P lifecycle – Defining hand-over points and process/ documents needed – Defining hand-over points and process between various functions ■ Detail out and implement on the selected Assets for operating practices in areas including but not limited to the following 6 (six): a) Reserve accretion b) Production c) Drilling operations and d) Project management e) Business development and f) Pipeline Operations. These operating practices should deliver improved performance on key indicators in the duration of the study <ul style="list-style-type: none"> – Benchmark reserve accretion practices to global benchmarks and define new OIL practices in line with the current state and requirements of OIL

S. No.	Topic	Sub-Processes/ Brief Description
		<ul style="list-style-type: none"> – Benchmark production operations practices to global benchmarks and define new OIL practices to meet OIL aspirations – Benchmark drilling performance to global benchmarks and define drilling practices to fill any gaps, incorporating the lean drilling methodology <ul style="list-style-type: none"> □ The new practices should improve drilling indicators like Non Productive Time (NPT), cycle speed, commercial speed, rigs availability, etc. over the study duration – Detail out stage gate process for projects and its use as a project management and control tool. ■ Detail out the business development process to be followed for international acquisitions and NELP bidding in India and implement the same for any ongoing M&A/ bidding over the 2 year period ■ Lay-out an IT roadmap for effective implementation of the work-flows and practices and support OIL in improving usage of current IT set-up and suggesting and hiring of specialist services to deliver changes and additions needed, if any
3.2	Deliverables	<ul style="list-style-type: none"> ■ Standardised work flows and processes in areas including but not limited to <ul style="list-style-type: none"> – Reserve accretion – Production operations – Drilling operations – Project management and – Business development – Pipeline operations ■ Processes implemented and improved performance across identified performance measures visible and tracked for <ul style="list-style-type: none"> – Work-flows initiatives in at least <ul style="list-style-type: none"> □ Assam-Arakan & Rajasthan Basins – Work-flows initiatives in at least <ul style="list-style-type: none"> □ 2 NELP Projects – Work-flows initiatives in at least <ul style="list-style-type: none"> □ 4 Drilling Rigs, □ 4 Work Over Rigs, □ 15 Surface Installations □ 2 Field Projects & □ Pipeline Operations ■ KPIs to be jointly agreed at the end of Phase I. <ul style="list-style-type: none"> – Specific candidates for implementation to be mutually agreed quarterly (3 months into Phase II) ■ IT roadmap and implementation plan to enable automation of the processes
4	Talent	How to develop the necessary talent to meet these growth

S. No.	Topic	Sub-Processes/ Brief Description
		<p>aspirations?</p> <p>It is getting tougher to retain existing talent. However, given the growth aspirations, OIL needs to develop a strong talent pipeline.</p> <p>This study is expected to help OIL craft a robust talent acquisition and management process and methodology to meet its growth aspiration</p>
4.1	Scope	<ul style="list-style-type: none"> ■ Conduct a detailed assessment of OIL’s current capabilities i.e., people, systems and processes, etc. ■ Diagnose the gaps in the current talent management process followed by OIL through surveys, deep structured interviews, etc. ■ Assess the key capabilities / core competencies of the external service providers / vendors, etc., operating in the desired geographies that OIL wants to grow in ■ Define which are the core capabilities that OIL needs to develop in-house and which are the capabilities that OIL should outsource ■ For the core capabilities to be built in-house, develop recommendations to address the following areas: <ul style="list-style-type: none"> – Strengthening OIL’s value proposition (what does OIL offer as an employment opportunity) to attract best in class talent – Strengthening the overall recruitment process to identify and on-board the desired capabilities, e.g., which talent pools to tap into for recruitment – Developing a robust performance management process to ensure fair evaluation and recognise high performers – Proactively identifying potential future leaders and groom help develop / groom them, to ensure a continuous leadership pipeline ■ For the capabilities to be outsourced, define the talent model to be adopted by OIL, e.g., <ul style="list-style-type: none"> – What sources of external talent to tap – Which alliances to form with external service providers – Which advisors, etc. to leverage
4.2	Key deliverables	<ul style="list-style-type: none"> ■ Clear assessment of capabilities needed and the talent pipeline to support growth ■ Clear plan on what capabilities to build in-house and to outsource ■ Defined value proposition that can be used for further hiring and empanelment of domain experts ■ Well defined talent management process and a plan to address OIL’s specific requirements towards building capabilities in priority areas and ensuring a sustainable pipeline of leaders ■ Detailed strategy and plan to access critical capabilities, e.g., technology partners ■ Hand-holding support on implementation of the various plans and initiatives and tracking of impact (KPIs to be tracked to be jointly agreed at the end of Phase I)
5	Culture	How to maintain and evolve OIL’s culture, while achieving its growth aspirations?

S. No.	Topic	Sub-Processes/ Brief Description
		<p>OIL has had a strong culture of performance, good planning, growth, dynamism, adaptability and technological awareness. Given expected growth, it is important to define the OIL culture of the future, including how the same should be evolved.</p> <p>This study is expected to help OIL define the key cultural elements that would be needed for meeting its aspirations and the blueprint on how to maintain and evolve the existing culture.</p>
5.1	Scope	<ul style="list-style-type: none"> ■ Understand the cultures adopted by some of the best in class companies in the oil and gas industry and the implications of the same ■ Analysing the current cultural aspects and (re)defining the key cultural elements OIL needs and what changes, if any, are needed, e.g., innovation, entrepreneurship ■ Design initiatives needed to enhance OIL’s existing culture of collaboration, professionalism and technical excellence, e.g., communication forums, role modeling by top management / senior managements, etc. ■ Create detailed implementation plan for delivery of the same and implementation which may include trainings, management discussions and other events. ■ Implementation of the identified initiatives as per the above plan
5.2	Key deliverables	<ul style="list-style-type: none"> ■ Key building blocks of OIL’s culture, that would be needed to achieve strategic aspirations ■ Transition plan on how OIL needs to evolve to the new culture, including ■ Culture building initiatives needed in the short term and the long term including timelines and milestones ■ Established tracking mechanism for organizational health and culture (including minimum 4(four) semi-annual employee surveys) and action plans generated from these ■ Implementation of these initiatives and tracking of the impact of the same, including through the 4(four) semi-annual surveys mentioned in above (KPIs to be tracked to be jointly agreed at the end of Phase I based on the first survey)

(END OF SECTION – IV)

SECTION – V

SPECIAL CONDITIONS OF CONTRACT

1.0 **COMPLETION PERIOD:**

Consultant (Contractor) is required to complete the whole job/ assignment as per the Contract within a period of 2(Two) years including hand holding of the delivery. 'Zero date' of the project will be counted 15(Fifteen) days from the date of issuance of Letter of Award (LOA) from OIL. Broad timelines are as indicated below:



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S. No.	Timelines	Brief Description
		This support is envisaged for a period of two years including hand-holding of the delivery. Broad timelines are as indicated below:
1	Phase I: 3 months from Zero date	<ul style="list-style-type: none"> ■ Develop PP2030 for Oil India Limited and put down intermediate milestones for 2020 and 2025 along implementation plans and initiatives for hand holding.
2	Phase II: 06 months from the completion of Phase I	<ul style="list-style-type: none"> ■ Detail out organization structure and size, create talent strategy and OIL culture of the future, including implementation plans ■ Support/hand-hold delivery of identified initiatives from the strategy exercise and demonstrate initial performance improvement in the identified initiatives in note 1.2 of Scope of Work, besides other aspects ■ Hand-hold transition to the new structure ■ Define interfaces and workflows and operating practices in the identified areas ■ IT roadmap for implementation of workflows ■ Identify talent and cultural initiatives ■ Charters for all initiatives signed off ■ Mechanism for tracking progress of initiatives ■ Semiannual survey to track overall progress of restructuring & culture ■ Interim checks on performance of the consultants and various deliverables under the work-plan through the presentation from the initiative teams on their achievements before closing of Phase II.
3	Phase III: 15 months from the completion of Phase II	<ul style="list-style-type: none"> ■ Support/hand-hold <ul style="list-style-type: none"> – Strategic initiatives for delivery of strategy – Organization structure transition, – Workflows initiatives, – Talent management initiatives and – Culture initiatives as per the implementation plan ■ Set examples of high performance by demonstrating tangible performance improvement in the identified initiatives ■ Tracking progress of the identified initiatives ■ Presentation of the initiative teams and consultants to the senior and top managements on performance improvement ■ Agreed plan for the next quarters ■ Semiannual survey to track overall progress of restructuring & culture
		<ul style="list-style-type: none"> ■ Submission of final report, including way forward, milestones for next one year and governance mechanism ■ Final evaluation by OIL on the closure of the project

Notes:

- i) Completion of a particular phase will be considered after the issuance of phase completion certificate by authorized official of OIL.
- ii) Consultant would conduct semiannual survey to assess progress and figure out focus areas along with OIL management.
- iii) Oil India Limited would endeavour to approve the reports within 2 (two) weeks of submission. However, work on the next phase could start on a contingent basis based on approval of drafts that would have been submitted earlier to the above mentioned timelines.

2.0 ASSOCIATION OF COMPANY'S PERSONNEL:

- 2.1 Company may depute more than one representative to act on its behalf for overall co-ordination and operational management. Company's representative shall have the authority to order any changes within the general scope of work herein under to the extent so authorized and notified by the Company in writing. He shall liaise with the Contractor (consultant), monitor the services so as to ensure timely/orderly execution of obligations of the Contractor under the Contract. He shall also have the authority to oversee the execution of the Contract by the Contractor and to ensure compliance of provisions of the contract.

3.0 PARTICULARS, SPECIFICATIONS AND INSTRUCTION TO THE CONTRACTOR:

- 3.1 The Contractor (consultant) shall instruct all their personnel suitably to ensure that while operating all safety & precautionary measures as enforced are necessarily observed. Any breach of law due to violation shall have to be redressed by the Contractor entirely at their own cost.
- 3.2 All employees of the contractor who are deployed under this contract must observe the security and safety rules of the company. Any individual found to be objectionable from security consideration must be replaced forthwith by the Contractor.

4.0 MISCELLANEOUS PROVISIONS:

- 4.1 Contractor shall give all notices and pay all fees required to be given or paid for by any National or State statute, ordinance, or other law, or any regulation, or bye-law of any local or other duly constituted authority in relation to the performance of the services and by the rules and regulations of all public bodies and companies whose property or rights are affected or may be affected in any way by the services.
- 4.2 Contractor shall confirm in all respect with provisions of any such statute, ordinance or law as aforesaid and the regulations or bye-laws of any local or other duly constituted authority which may be applicable to the services and with such rules and regulations of public bodies and Companies as aforesaid and shall keep Company indemnified against all penalties and liability of every kind for breach of any such statute, ordinance or law, regulations or bye-law.
- 4.3 Bidders must submit a copy of valid registration certificate under Service Tax Rules.

5.0 EMPLOYMENT OF OFFICIAL/PERSONNEL OF THE COMPANY:

Contractors are advised not to employ serving Company employees without its prior permission. It is also advised not to employ ex-personnel of the Company within the initial 2(two) years period after their retirement/resignation/severance from service without specific permission of the Company. Company may decide not to deal with such firm(s)/ Contractors who fail to comply with the advice.

6.0 The Contractor will have to submit their bills in triplicate as per below given Payment schedule. Bills submitted by the Contractor will be crosschecked by the Company with the records maintained by the Company. Wherever discrepancies are found the company will have right to make necessary corrections in the bills submitted by the Contractor before certifying the same for processing payment. The Company will make payments as per the payment schedule given below against satisfactory and successful services rendered against the contract subject to adjustment/deduction as necessary as per the provisions of the contract, and shall pay within 30 (thirty) days from the date of receipt of undisputed bill. All the payments will be e – payments only. Payment schedule is given below:

S. No.	Phase & Duration	Descriptions	Deliverables	Payment schedule as % of quoted Lump Sum price
1	Phase I 3 (Three) months	Develop PP2030 for Oil India Limited and put down intermediate milestones for 2020 and 2025 along implementation plans and initiatives for hand holding.	<ul style="list-style-type: none"> ■ Assessment of OIL’s capabilities, supplies and resource generation potential and energy outlook 2030 globally and for India. The performance analysis should cover full range of relevant topics but surely cover Reserves accretion, Production, Business development, Project management, Drilling operations and Pipeline operations ■ Energy outlook for 2030 should contain assessment of the market in which OIL operates and its evolution, including major trends, discontinuities possible and regulatory changes ■ Submission of report and presentation of the findings to the senior and top management, obtain feedback and enrichment of the report 	10% of Phase I fees
			<ul style="list-style-type: none"> ■ Aspirations and targets on key performance metrics for 2030 and intermediate milestones for 2020 and 2025, including but not limited to the following areas 	20% of Phase I fees

S. No.	Phase & Duration	Descriptions	Deliverables	Payment schedule as % of quoted Lump Sum price
			<ul style="list-style-type: none"> – Revenues – Profitability – Share of business from different Assets, Plays, Geographies, non-E&P businesses ■ Initiatives that OIL needs to undertake to meet the aspirations, including but not limited to the following areas <ul style="list-style-type: none"> – Reserves accretion – Development – Production – Services, including drilling – Pipeline operations – Technology roadmap – Internationalisation and business development ■ Changes to aspirations and initiatives in various market scenarios – Scenario Planning ■ Submission of report and presentation of the findings to the senior and top management, obtain feedback and enrichment of the report 	
			<ul style="list-style-type: none"> ■ Detailing of the initiatives, e.g., <ul style="list-style-type: none"> – Shortlisted list of geographies for internationalisation – Resource types to focus M&A efforts – Technology areas that are critical to delivering the Perspective plan and how to acquire them – Services roadmap and technology needed for meeting various initiatives – Ramp-up plans for non-E&P business in various years ■ ‘How to Win’ in each of the 	20% of Phase I fees

S. No.	Phase & Duration	Descriptions	Deliverables	Payment schedule as % of quoted Lump Sum price
			<p>identified areas including</p> <ul style="list-style-type: none"> – Financial plans including a detailed capital allocation and funding plan – Technological requirements and sources to tap the same – Resource and manpower plans – HR interventions (including policy changes) and talent development needed to deliver the strategy – Supporting systems and processes needed to deliver the strategy <ul style="list-style-type: none"> ■ Submission of report and presentation of the findings to the senior and top management, obtain feedback and enrichment of the report 	
			<ul style="list-style-type: none"> ■ Detailed roadmap to achieve this strategy, including: <ul style="list-style-type: none"> – Sub-initiatives for each selected areas including timelines, milestones (2020 and 2025) and agreed owners – Detailed implementation plan for at least 12 (twelve) months and high level plan beyond that – Mechanism for the initiative progress to be tracked at various levels, including the top management. Also, organization support needed to facilitate this tracking in a robust and timely manner. – Organisation and process support, e.g., key capabilities needed, performance management systems / KPIs ■ A system to track progress of initiatives, reviews to monitor these and a team in the organisation for the same established. 	20% of Phase I fees

S. No.	Phase & Duration	Descriptions	Deliverables	Payment schedule as % of quoted Lump Sum price
			<ul style="list-style-type: none"> ■ Submission of report and presentation of the findings to the senior and top management, obtain feedback and enrichment of the report 	
			<ul style="list-style-type: none"> ■ Final PP2030 report accepted by the senior management and nodal officer and 25 copies of the same submitted in hard-copy. Also, soft copy of the report along with all tools, models and analysis done submitted in 5 CDs/USB sticks (timeline of the same might be beyond Phase I timelines given the need to incorporate comments from various stakeholders in OIL) 	30% of Phase I fees
2	Phase II: 6 (Six) months	<ul style="list-style-type: none"> ■ Detail out organization structure and size, create talent strategy and OIL culture of the future, including implementation plans ■ Support/hand-hold delivery of identified initiatives from the strategy exercise and demonstrate initial performance improvement in the identified initiatives in note 1.2 of Scope of Work, besides other aspects ■ Define interfaces and workflows and operating practices in the identified areas 	<ul style="list-style-type: none"> ■ Finalisation of initiative teams, their charters and implementation plan, milestones and tracking mechanism for all priority initiatives coming out of the strategy exercise ■ Submission of report from organization wide survey taking true representative sample of people across the organisation to identify current issues facing the organization. This should include action plans to address issues. ■ Submission of report and presentation of the findings to the senior and top management, obtain feedback and enrichment of the report 	10% of Phase II fees
			<ul style="list-style-type: none"> ■ Agreed, detailed 'End State' organisation structure for OIL ■ Sizing of the organization at various levels ■ Role and structure of Oil India International Limited, its structure, interface with Oil India (finances, manpower, reporting, etc.) and Delegation of Powers ■ Transition plan on how to move into the new organization 	10% of Phase II fees

S. No.	Phase & Duration	Descriptions	Deliverables	Payment schedule as % of quoted Lump Sum price
		<ul style="list-style-type: none"> ■ Interim checks on performance of the consultants and various deliverables under the work-plan-through the presentation from the initiative teams on their achievements before closing of Phase II. 	<ul style="list-style-type: none"> ■ structure, in the short term and in the long term ■ Submission of report and presentation of the findings to the senior and top management, obtain feedback and enrichment of the report 	
			<ul style="list-style-type: none"> ■ Role descriptions for various functions or teams including interface between them ■ Job profiles, role descriptions for key positions, 2 (two) levels below Directors (Directors, GMs, DGMs) in the organization structure, including major responsibilities, KRAs/KPIs, interface with other stakeholders, etc. ■ Submission of report and presentation of the findings to the senior and top management, obtain feedback and enrichment of the report 	10% of Phase II fees
			<ul style="list-style-type: none"> ■ Standardised work flows and processes submitted in areas agreed in Phase I, including but not limited to the following six areas <ul style="list-style-type: none"> – Reserve accretion – Production – Drilling operations – Project management – Business development – Pipeline operations ■ Submission of report and presentation of the findings to the senior and top management, obtain feedback and enrichment of the report 	10% of Phase II fees
			<ul style="list-style-type: none"> ■ Assessment of capabilities needed and the talent pipeline to support growth ■ Strategy on sourcing talent, including but not limited to capabilities to be built in-house and to outsource. 	10% of Phase II fees

S. No.	Phase & Duration	Descriptions	Deliverables	Payment schedule as % of quoted Lump Sum price
			<ul style="list-style-type: none"> ■ Well defined talent management process, addressing OIL's specific requirements towards building capabilities in priority areas and ensuring a sustainable pipeline of leaders ■ Well defined strategy on how to access critical capabilities, e.g., technology partners ■ Submission of report and presentation of the findings to the senior and top management, obtain feedback and enrichment of the report 	
			<ul style="list-style-type: none"> ■ Key building blocks of OIL's culture, that would be needed to achieve strategic aspirations ■ Transition plan on how OIL needs to evolve to the new culture ■ Culture building initiatives needed in the short term and the long term including timelines and milestones ■ Submission of report and presentation of the findings to the senior and top management, obtain feedback and enrichment of the report 	10% of Phase II fees
			<ul style="list-style-type: none"> ■ Submission of final Phase II report with <ul style="list-style-type: none"> – Implemented organisation structure – Action plan for further organisation health interventions based on second semi-annual employee survey – All work-flows – IT roadmap for implementation of work-flows – Initiative teams from OIL to implement workflows, talent development initiatives, restructuring initiatives and culture initiatives staffed 	40% of Phase II fees

S. No.	Phase & Duration	Descriptions	Deliverables	Payment schedule as % of quoted Lump Sum price
			<ul style="list-style-type: none"> – Ramp-up plan with implementation ■ Charters for all initiatives signed off (with milestones, review frequency, etc.) ■ Governance mechanism for tracking progress and impact in place ■ Presentation of the findings to the senior and top management, obtain feedback and enrichment of the report 	
	<p>Phase III: 15 (Fifteen) months</p>	<ul style="list-style-type: none"> ■ Support/hand-hold delivery of strategy, organization structure, operations, talent management and culture initiatives as per the implementation plan ■ Set examples of high performance by demonstrating tangible performance improvement in the identified initiatives 	<ul style="list-style-type: none"> ■ For implementation and hand-holding phase, milestones and payment linked to these will be agreed at the beginning of each quarter (starting with end of Phase II). ■ Milestones will be linked to implementation of hand-holding of <ul style="list-style-type: none"> – Strategic initiatives for delivery of strategy, – Organization structure transition, – Workflows initiatives, – Talent management initiatives and – Culture initiatives as per the implementation plan ■ Delivery of work-flows initiatives in at least <ul style="list-style-type: none"> – Assam-Arakan & Rajasthan Basins ■ Delivery of work-flows initiatives in at least <ul style="list-style-type: none"> – 2 NELP Projects ■ Delivery of work-flows initiatives in at least <ul style="list-style-type: none"> – 4 Drilling Rigs, – 4 Work Over Rigs, – 15 Surface Installations 	<p>15% of Phase III fees quarterly</p>

S. No.	Phase & Duration	Descriptions	Deliverables	Payment schedule as % of quoted Lump Sum price
			<ul style="list-style-type: none"> – 2 Field Projects & – Pipeline operations ■ Set examples of high performance by demonstrating tangible performance improvement in the identified initiatives ■ Tracking progress of the identified initiatives ■ Presentation of the initiative teams and consultants to the senior and top managements on performance improvement ■ Agreed plan for the next quarters ■ Semi-annual survey to track overall progress of restructuring & culture ■ Tracking progress of the identified initiatives ■ Presentation of the initiative teams and consultants to the senior and top management on performance improvements prior to each release of part payment 	
4	Final report : 1 (One) Month	<ul style="list-style-type: none"> ■ Submission of final report, including way forward, milestones for one year and governance mechanism ■ Final evaluation by OIL on the closure of the project 	<ul style="list-style-type: none"> ■ Submission of final report, including with updates, if any on strategy or organization structure/workflows. This should also include milestones for OIL for the next year, including mechanisms to track these 	25% of Phase III fees

7.0 LIQUIDATED DAMAGES:

In the event of the Consultant's default in timely completion of the work within the stipulated period, the Consultant shall be liable to pay liquidated damages at the rate of 1/2% of the amount payable against each Phase of the Contract per week or part thereof of delay subject to maximum of 7.5% of the total Contract Value. The period for levy of Liquidated Damages will be reckoned from the date after expiry of the scheduled completion time as defined in Clause No. 1.0 above. Company may without prejudice to any other right or remedy available to it to recover damages for breach of contract, recover the liquidated damages as

above from the Consultant. This is an agreed genuine pre-estimate of damages duly agreed by the parties. Payment of Liquidated Damages shall in no way relieve the Contractor from his contractual obligations to complete the Works.

The Company also reserves the right to cancel the Contract without any compensation whatsoever in case of failure to commence the work within the stipulated period.

8.0 CONFIDENTIALITY AGREEMENT:

Successful bidder has to sign Confidentiality Agreement (CA) with OIL and would be required to keep all information provided to them as “Confidential” and not disclose to any party without obtaining prior approval from OIL even after expiry of the contract. Successful bidder has to sign the Confidentiality Agreement (CA) (as given in ANNEXURE-II) before starting of the Assignment.

(END OF SECTION – V)

SECTION – VI

BID FORM & SCHEDULE OF RATES

S. No.	Description	Amount (in Indian Rupees.)	
		Figures	Words
1	Lump Sum Fee for the 1 st phase of the Scope of Work including OPE and all taxes (Should not exceed 20% of the Total Contract value)		
2	Lump Sum Fee for the 2 nd Phase of the Scope of Work including OPE and all taxes (Should not exceed 30% of the Total Contract value)		
3	Lump Sum Fee for the 3 rd Phase of the Scope of Work including OPE and all taxes (Rest of the Total Contract value)		
Total (including OPE and all Taxes)			

Applicable rate of Service Tax (including education cess on Service Tax): _____
 (This service tax should be included in the above quoted rates)

NOTES:

1. Quoted Fee should be inclusive of all taxes and duties (Indian and foreign taxes) arising out of this assignment (including service tax and education cess on service tax). OIL shall pay the amount after deducting the withholding taxes, etc. as applicable under the provisions of the Indian Income tax and rules made there under and other applicable laws including foreign tax laws.
2. Bidder has to mention the **applicable rate of Service Tax** (including education cess on Service Tax). Total amount of Service Tax will be paid by OIL to the Contractor (against bill) or Service Tax authority directly as per the provision of applicable laws at the time of payment.
3. **Out of Pocket Expenses:** The lump-sum fee quoted above should include all out-of-pocket expenses (OPE) relating to this assignment for domestic and international travel, boarding & lodging, transportation & dearness allowance (DA), etc.
4. No payment other than the above quoted rates will be paid to the Contractor.

(END OF SECTION – VI)

SECTION – VII

FORM OF BID SECURITY (BANK GUARANTEE)

WHEREAS, (Name of Bidder)_____ (hereinafter called "the Bidder") has submitted his bid dated (Date) _____ for the provision of certain oilfield services (hereinafter called "the Bid").

WE KNOW ALL MEN by these presents that We (Name of Bank) _____ of (Name of Country) _____ having our registered office at _____ (hereinafter called "the Bank") are bound unto Oil India Ltd (hereinafter called "Company" in the sum of (_____) * for which payment well and truly to be made to Company, the Bank binds itself, its successors and assignees by these presents. SEALED with the common seal of the Bank this _____ day of _____, 2014.

THE CONDITIONS of this obligation are:

- (1) If the Bidder withdraws his Bid during the period of bid validity specified by the bidder**
- (2) If the Bidder, having been notified of the acceptance of his Bid by the Company during the period of Bid validity:**
 - (a) fails or refuses to execute the Form of Agreement in accordance with the Instructions to Bidders, on tender document;**
 - or**
 - (b) fails or refuses to furnish the Performance Security in accordance with the Instructions to Bidders on tender documents.**
- (3) If the Bidder furnished fraudulent document/information in their bid.**

We undertake to pay to Company up to the above amount upon receipt of its first written demand, (by way of letter/fax/e-mail) without Company having to substantiate its demand, provided that in its demand Company will note that the amount claimed by it is due to it owing to the occurrence of **one or all of the conditions**, specifying the occurred condition or conditions.

This guarantee will remain in force up-to and including the date (date of expiry of bank guarantee should be minimum 30 days beyond the validity of the bid) any demands in respect thereof should not reach the bank not later than the above date.

* The bank should insert the amount of guarantee in words and figures

Date :

Signature of issuing authority of Bank with designation seal and seal of the bank.

(END OF SECTION-VII)

SECTION – VIII

FORM OF PERFORMANCE BANK GUARANTEE (UNCONDITIONAL)

To : (Name of Company _____)
(Address of Company _____)

WHEREAS (Name and address of Contractor) _____
(hereinafter called as "Contractor") had undertaken, in pursuance of Contract No. _____ dated _____ to execute (Name of Contract and Brief description of the work) _____ (hereinafter called "the Contract"),

AND WHEREAS it has been stipulated by you in the said Contract that the Contractor shall furnish you with a bank Guarantee by a recognized bank for the sum specified therein as security for compliance with his obligations in accordance with the contract;

AND WHEREAS we have agreed to give the Contractor such a Bank Guarantee, NOW HEREOF we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Contractor, up to a total of (Amount of Guarantee) * _____ (in words) _____ such sum 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 the 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 before presenting us with the demand.

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

This guarantee is valid until the date (.....) one month after Contract completion.

SIGNATURE & SEAL OF THE GUARANTOR

Name of Bank
Address
Date

* An amount is to be inserted by the Guarantor, representing the percentage of the Contract price specified in the forwarding letter, and denominated either in the currency of the Contract or in a freely convertible currency acceptable to the Company.

NOTE : Bidders are NOT required to complete this form while submitting the Bid.

(END OF SECTION-VIII)

SECTION – IX

SAMPLE FORM OF AGREEMENT

THIS AGGREEMENT is made on the day of..... 2014, between (Name of Company)_____ of (Mailing address of Company) _____, hereinafter called "the Company", of the one part and (Name of Contractor) _____ (hereinafter called "the Contractor") of the other part.

WHEREAS the Company is desirous that certain works should be executed viz. (Brief description of works)_____ and has, by Letter of acceptance dated (Date of Letter of Acceptance)_____, accepted a Bid by the Contractor for the execution, completion and maintenance of such works.

NOW THIS AGREEMENT WITNESSETH as follows:

1. In this agreement words and expressions shall have the same meanings as are respectively assigned to them in the conditions of Contract hereinafter referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz. :
 - a) This form of Agreement,
 - b) The Letter of Acceptance,
 - c) The said Bid and Appendix,
 - d) The Technical Specifications and
 - e) The Priced Bid and Quantities,
 - g) The Schedules of Supplementary Information,
 - h) The Special Conditions of Contract and
 - i) The General Conditions of Contract
3. The aforesaid documents shall be taken as complementary and mutually explanatory of one another, but in the case of ambiguities or discrepancies they shall take precedence in the order set out above.
4. In consideration of the payment to be made by the Company to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Company to execute, complete and maintain the works in conformity in all respects with the provisions of the contract.
5. The Company hereby covenants to pay the Contractor in consideration of the execution, completion and maintenance of the works the Contract price at the times and in the manner prescribed by the Contract.

IN WITNESS WHEREOF the parties hereto have set their respective hands and seals to this Agreement on the day, year first written above.

SIGNED, SEALED AND DELIVERED.

By the said Name_____

On behalf of the Contractor
in the presence of:

(END OF SECTION - IX)

SECTION – X

BID REJECTION / EVALUATION CRITERIA (BRC/BEC)

A. BID REJECTION CRITERIA (BRC):

The bid shall conform generally to the Scope of Work and terms and conditions given in the bidding documents. Bids will be rejected in case the services offered do not conform to the required parameters stipulated in the Scope of Work (SoW). Notwithstanding the general conformity of the bid to the stipulated SoW, the following requirements will have to be particularly met by the bidders without which the same will be considered as non-responsive and rejected. Bidders are advised not to take any exception/deviation to the bid document. If any exceptions/deviations are maintained in the bid, such conditional/nonconforming bids shall not be considered and may be rejected out rightly. Technical, Financial and Commercial Bid rejection criteria are given below:

1.0 Technical Bid Rejection Criteria:

The team structure comprising of team members having requisite qualification and expertise for carrying out the activities under the scope of work is to be given in the bid document. A complete list of pool of members who will be driving the project on-site along with the names of the Lead Partners, Project Managers, Consultants & Experts should also be provided in the bid document. Lead Partners, Project Manager(s) & Pool Members cannot be changed during the contract period unless under unavoidable circumstances. In such a situation the change will only be permitted with prior consent of OIL (qualification and experience must meet the minimum criteria for the new members for making any change).

1.1 Minimum composition of team size at any point of the assignment:

- i) 4 (four) nos. Lead partners,
- ii) 1 (one) no. Project manager &
- iii) 3 (three) nos. Consultants.

On-site team will consist of minimum 1(one) Project Manager and 3 (three) Consultants at any point throughout the period of the assignment. They will be working fulltime in this assignment and will not be part of any other job not related to this assignment.

1.2 Minimum experience required (CVs & other documentary evidences are to be submitted along with the technical bid):

	Lead Partners	Project Manager	Consultants	Experts
Minimum experience	10(ten) years with 7(seven) years in Oil & Gas	4(four) years with 2(two) years in Oil & Gas and minimum 2(two) completed engagements in Oil & Gas	2(two) years and-minimum 2 (two) completed engagement in Oil & Gas	10(ten) years in upstream Oil & Gas (minimum 5(five) experts) 10(ten) years in organisation change (minimum 2(two) experts)

1.3 The bidder must have completed assignment [during last 7 (seven) years ending 30.04.2014] similar to the following areas (all the areas mentioned below from (i) to (v) may be covered in one assignment or more) for upstream companies (maximum 2 (two) out of 5 (five) areas in Oil Field Services companies operating in upstream business is permitted), having average annual turnover for last 3(Three) financial years above \$1.5 billion. Documentary evidences are to be submitted in the Technical Bid.

- (i) Long term strategy and Perspective Planning
- (ii) Organisation structure
- (iii) Workflows and/or process design and implementation
- (iv) Talent management and strategy
- (v) Organisation change management / performance transformation

1.4 For proof of requisite Experience, bidder should submit the following copies of documents along with the bid:

- (i) Completion Certificate / Self certification of (a) nature of job done and (b) Contract period & date of completion from the authorized person of the consulting firm / company showing the approximate value. However, this value should not be more than the exact value of work done.
- (ii) For assignments and resources/ lead partners from outside India, Bidder can submit the experience/ profiles of their parent company or any member firm operating under the same brand or company / firm under the same group

1.5 Deleted

2.0 Financial Bid Rejection Criteria:

2.1 The Bidder should have minimum average annual turnover of Rs.15 Crores (Rupees Fifteen Crores) in any one of the preceding 3 (three) financial years.

2.2 For proof of Annual turnover, attested copies of the following documents should be submitted along with the bid:

- i) Certificate from Statutory Auditors confirming that the party meets the required minimum average annual turnover as mentioned in Para 2.1 above, or
- ii) Audited Balance Sheet and Profit and Loss account.

2.3 In case of tenders having the bid closing date up to 30th September of the relevant financial year and audited financial results of immediate 3(three) preceding financial year being not available, the bidder has an option to submit the audited financial results of 3 (three) years immediately prior to last financial year. Wherever, the bid closing date is after 30th September of the relevant financial year, bidder has to compulsorily submit the audited financial results of immediate preceding 3 (three) financial years.

3.0 Commercial Bid Rejection Criteria:

The following vital commercial conditions should be strictly complied with failing which the bid will be rejected:

- 3.1** Bid should be submitted in Single Stage Two Bid system as described in Clause No.5.0 of Covering Note (Section-I) of this bid document. The Technical bid shall contain all details but with the price column of the price bid format blanked out. The Priced bid shall contain only the prices duly filled in as per the price bid format and nothing else.
- 3.2** The offers of the bidders indicating/disclosing prices in techno-commercial unpriced bid or at any stage before opening of price-bid shall be straightaway rejected.
- 3.3** Offers received in any form other than through OIL's e – portal will not be accepted. Bidders have to submit their offer in Single Stage Two Bid System as described in this bid document, otherwise the offer will be rejected.
- 3.4** Bidders shall furnish the “Bid Security” for the amount as specified in the “Covering Note”. “Bid Security” must be submitted in the manner mentioned in Para 9.0 of Section – II (Instructions to Bidders). Any Bid not accompanied by Bid Security in proper manner as mentioned above will be rejected. Original bid security has to be received at the office of Chief Advisor (C&P), Oil India Limited, OIL House, Plot No. 19, Sector-16(A), Noida before bid closing time and date. Scanned copy of the same has to be uploaded through OIL's e-Portal along with techno-commercial un-priced bid.
- 3.5** Offers which do not conform to unconditional validity of the bid for 90 (ninety) days from the date of opening of bid will be rejected.
- 3.6** Prices and rates quoted by Bidders must be held firm during the term of the contract and not be subjected to any variation. Bids with adjustable price terms will be rejected.
- 3.7** Offers which do not conform to OIL's price bid format will be rejected.
- 3.8** Offers which do not conform to the commencement of services within a maximum of 15 (fifteen) days from the date of issuance of LOA will be rejected. Broad timelines of the work are indicated in Section-V of this document.
- 3.9** Offers which do not conform to the time line as specified in Clause No. 1.0 of special terms of condition (Section -V) of this bid document will be rejected.
- 3.10** Offers not accompanied with a declaration that neither the bidders themselves, nor any of its allied concerns, partners or associates or directors or proprietors involved in any capacity with the bidding company, are currently serving any banning orders issued by OIL debaring them from carrying on business dealings with OIL will be rejected.
- 3.11** Any Bid containing a false statement shall be rejected.
- 3.12** There must be no exception to the following Clauses including sub-clauses, as applicable; otherwise the Bid will be rejected.
 - Performance Security Deposit Clause
 - Taxes and Duties Clause
 - Force Majeure Clause

- Termination Clause
- Arbitration Clause
- Liability Clause

3.13 If any bidder disagrees to sign confidentiality agreement their offer will be rejected.

3.14 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-III 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 techno-commercial un-priced bid] duly signed (digitally) by the same signatory who signed the bid, i.e., who is duly authorized to sign the bid. Any bid not accompanied by Integrity Pact Proforma duly signed (digitally) by the bidder shall be rejected. 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 signs the Bid.

3.15 No deviation or exception will be accepted in the clauses covered under BRC/BEC.

B. Bid Evaluation Criteria (BEC):

Bids conforming to the technical specifications, the terms and conditions stipulated in the tender and conforming to the Bid Rejection Criteria will be evaluated using the Bid Evaluation Criteria. Techno-commercial un-priced bids will be evaluated first. Price bids of only such bidders will be opened which obtain minimum qualifying marks as mentioned below. The evaluation shall be carried out in full conformity with the provisions of the bid document.

1.0 Technical Bid Evaluation:

The Evaluation and Monitoring committee shall evaluate the Technical bids on the basis of evaluation criteria specified hereunder:

Each responsive bid will be given a technical mark applying the evaluation criteria, sub-criteria and point system as indicated in Appendix – I of Section-X (Technical Points Distribution), marked on a scale of 1 to 100. The bidders are required to obtain minimum 75% technical marks to qualify for opening of Price bid.

Then the total marks shall be weighted to become scores.

The technical bid with the highest technical mark (Tm) shall be given technical score (St) of 100 points. The technical scores of other bids will be computed as follows:

$$St = 100 * T/Tm.....(i)$$

Where, T= technical mark of individual bidder

2.0 Price Bid Evaluation:

2.1 Consultants that have secured the minimum qualifying marks as mentioned in para 1.0 above (Technical Bid Evaluation) will be intimated to attend the opening

of the Price Bids. The commercial bids shall be opened in the presence of representatives of the consultants who choose to attend.

The total price, Cm [Sum of SI No. 1, 2 & 3 of Bid Form and Schedule of rates (Section – VI) quoted by the commercially (Pricewise)), lowest bidder's price, shall be given commercial score (Sf) of 100 points. The commercial scores of other technically qualified bidders will be computed as follows:

$$Sf = 100 \times Cm/C \dots\dots\dots(ii)$$

Where C= Sum of SI No. 1, 2 & 3 of Bid Form and Schedule of rates (Section - VI) attached with the document of individual bidder

2.2 In the event of computational error between unit price and total price, unit price shall prevail and adopted for evaluation.

2.3 Similarly, in the event of discrepancy between words and quoted figure, words will prevail.

3.0 Final Evaluation based on weightage given for Technical and Commercial (Price) scores obtained from 1.0 and 2.0 above:

Evaluation of the bids will be done by applying Combined Quality Cum Cost Based System (CQCCBS) method. For this evaluation **70 % weightage will be given on Technical part and 30% weightage will be given on Commercial (Price) part.** The total score shall be obtained by weighting the combined Technical and Commercial (Price) scores and adding them, as follows:

$$S = St \times 0.7 + Sf \times 0.3$$

Where S = total evaluated score

St = Technical score as obtained from (i) above

Sf = Commercial (Price) score as obtained from (ii) above

The bidder with highest evaluated score 'S' above will be considered as the successful bidder.

Notes:

- a) If any clauses in the BRC/BEC contradict clauses elsewhere in the Bid Document (Tender), then the clauses in the BRC/BEC shall prevail.
- b) Wherever bidder has submitted self certification, OIL reserves the right for verification about the authenticity of the claim.

Technical Points Distribution

1.0 Bidders are required to fill up data against sub- criteria of sl. no. I, II & III for evaluation by Oil India Limited in a separate sheet and to provide requisite details in Tables (Table 1 to Table 11) given in para 3.0 below . Bidders may use separate sheets, if required.

S. No.	Sub-Criteria	Total marks
I	Size and presence of the consulting firm	10
a	Number of client facing consultants globally	2
b	Number of client facing consultants in the oil & gas practice globally having 2 years upstream Oil & Gas experience	3
c	Number of client facing consultants in India	2
d	Number of global Partners based in India	3
II	Experience in upstream Oil & Gas business	30
a	Number of assignments completed in upstream Oil & Gas sector globally since 01.05.2009	5
b	Number of long term (5+ Years) strategy assignments completed in upstream Oil and Gas sector globally since 01.05.2009	5
c	Number of consulting assignments completed for Maharatna/Navratna organisations in Oil & Gas sector since 01.05.2009	5
d	Number of organization structure and talent management assignments completed in upstream Oil and Gas sector globally since 01.05.2009	7.5
e	Number of process design and implementation assignments completed in upstream Oil & Gas sector globally since 01.05.2009	7.5
III	Qualifications and Experience of Key Resources	30
a	Total Experience (in no. of years) of top 4 global Partners that will guide the work for Oil India Limited in this assignment – Names & bio-data of above Partners to be submitted. At least 2 of these should be based in India	5
b	Total number of specific consulting assignments completed separately or jointly or in different groups by the above Partners in upstream Oil and Gas sector globally since 01.05.2009	5
c	Total number of specific consulting assignments completed separately or jointly or in different groups by the above Partners for creating long term (5+ Years) strategy in upstream Oil and Gas sector globally since 01.05.2009	5

S. No.	Sub-Criteria	Total marks
d	Total number of consulting specific assignments completed separately or jointly or in different groups by the above Partners for Oil & gas sector Maharatna / Navratna organisations since 01.05.2009	5
e	Total number of specific consulting assignments completed separately or jointly or in different groups by the above Partners on organization structure, workflows and talent management for upstream Oil and Gas sector globally since 01.05.2009	5
f	Total number of specific assignments completed separately or jointly or in different groups by the above Partners on core upstream processes for upstream Oil and Gas sector globally since 01.05.2009	5
IV	Technical Presentation to be made by at least 2 of the 4 lead partners identified by the consultant (a signed hard-copy of the presentation needs to be submitted after the presentation)	30
a	Quality of approach and methodology proposed for different parts of the assignment – strategy, organization structure, workflows, talent management, culture and capability building, core upstream processes and hand-holding of initiatives	12.5
b	Robustness of work plan to meet quality and timeliness of deliverables, with weekly / monthly break up of activities, specific requirement from OIL against each activity for effectiveness and milestones	7.5
c	Approach for transfer of proprietary tools/knowledge to employees of OIL and implementation/hand-holding capabilities	10
	Total	100

2.0 EXPLANATION OF PARAMETERS UNDER TECHNICAL CRITERIA FOR EVALUATION BY OIL:

I. Size and presence of the consulting Firm

a. Number of client facing consultants globally

This includes total number of client facing consultants in the roster of the company as on 30th April, 2014 but excludes all support staff, knowledge service for global operations, back-office operations, accountants and auditors. (To be certified by the Authorised Signatory)

b. Number of client facing consultants in the oil & gas practice globally having 2 years upstream Oil & Gas experience

This includes total number of client facing consultants in the oil & gas practice having 2 years upstream Oil & Gas experience in the roster of the company as on

30th April, 2014 but excludes all support staff, knowledge service for global operations, back-office operations, accountants and auditors. (To be certified by the Authorised Signatory)

c. Number of client facing consultants in India

This includes total number of client facing consultants (in India) in the roster of the company as on 30th April, 2014 but excludes all support staff, knowledge service for Indian operations, back-office operations, accountants and auditors. (To be certified by the Authorised Signatory)

d. Number of global Partners based in India

This includes the total no. of consultants at the level of global Partners / Directors based in India in the roster of the company as on 30th April, 2014, but excludes all support staff, knowledge service for Indian operations, back-office operations, accountants and auditors. (To be certified by the Authorised Signatory).

II. Experience in upstream Oil & Gas business

a. Number of assignments completed in upstream Oil & Gas sector globally since 01.05.2009, directly or through affiliate/parent companies

Total number of consultancy assignments (with brief description) in the upstream Oil & Gas sector globally completed by the bidder since 01.05.2009. Details in terms of client name, address, contact person, contact no., job title, date of assignment and date of completion, etc., certified by the authorized signatory of the consultant, have to be provided in the format given in **Table 1**. If the number of assignments is over 200, the bidder can limit the details in Table 1 to 200, while giving the remaining as cumulative number.

b. Number of long term (5+Years) strategy assignments completed in upstream Oil and Gas sector globally since 01.05.2009 directly or through affiliate/parent companies

The information has to be given in terms of the total number of long term (5+ Years) strategy assignments completed by the bidder since 01.05.2009 in upstream Oil & Gas sector globally. Details in terms of client name, address, contact person, contact no., job title, date of assignment and date of completion etc., certified by the authorized signatory of the consultant, have to be provided in the format given in **Table 2**. If the number of assignments is over 100, the bidder can limit the details in Table 2 to 100, while giving the remaining as cumulative number.

c. Number of consulting assignments completed for Maharatna/ Navratna organisations in the Oil & Gas sector since 01.05.2009 directly or through affiliate/parent companies

The information has to be given in terms of the total number of consulting assignments completed by the bidder since 01.05.2009 for Maharatna/ Navratna organisations in the Oil & Gas sector. Details in terms of client name, address, contact person, contact no., job title, date of assignment and date of completion, etc., certified by the authorized signatory of the consultant, have to be provided in the format given in **Table 3**. If the number of assignments is over 25, the bidder

can limit the details in Table 3 to 25, while giving the remaining as cumulative number.

d. Number of organization structure and talent management assignments completed in upstream Oil and Gas sector globally since 01.05.2009 directly or through affiliate/parent companies

The information has to be given in terms of the total number of organization structure and talent management assignment completed by the bidder since 01.05.2009 in upstream Oil and Gas sector globally. Details in terms of client name, address, contact person, contact no., job title, date of assignment and date of completion, etc., certified by the authorized signatory of the consultant, have to be provided in the format given in **Table 4**. If the number of assignments is over 25, the bidder can limit the details in Table 4 to 25, while giving the remaining as cumulative number.

e. Number of process design, and/or implementation assignments completed in upstream Oil & Gas sector globally since 01.05.2009 directly or through affiliate/parent companies

The information has to be given in terms of the total number of assignments to design and/or implement core upstream processes completed by the bidder since 01.05.2009 in upstream Oil & Gas sector globally. Details in terms of client name, address, contact person, contact no., job title, date of assignment and date of completion, etc., certified by the authorized signatory of the consultant, have to be provided in the format given in **Table 5**. If the number of assignments is over 25, the bidder can limit the details in Table 5 to 25, while giving the remaining as cumulative number.

III. Qualifications and Experience of Key Resources

a. Total Experience (in no. of years) of top 4 global Partners who will guide the work for Oil India Limited in this assignment (names & bio-data to be mentioned/ provided). At least two of these global partners should be based in India.

Bio-data of the top 4 global partners who shall serve OIL on this assignment to be submitted in not more than 4 pages (total). The global Partner should be a regular employee of the consultant on their payroll. Details in terms of Name, Designation, Qualification, total years of experience working in Oil & Gas industry and number of completed assignments, certified by the authorized signatory of the consultant, have to be provided in the format given in **Table 6**.

b. Total number of specific consulting assignments completed separately or jointly or in different groups by the above Partners in upstream Oil and Gas sector globally since 01.05.2009

The bidder should submit the list of assignments completed in upstream oil & gas sector globally by the top 4 global partners who shall be directly working on this assignment. Details in terms of client name, address, contact person, contact no., job title, period of assignment, etc., certified by the authorized signatory of the consultant, have to be provided in the format given in **Table 7**.

- c. **Total number of specific consulting assignments completed separately or jointly or in different groups by the above Partners for creating long term (5+ Years) strategy / perspective planning in upstream Oil and Gas sector globally since 01.05.2009**

The bidder should submit the list of long term (5+ Years) strategy/perspective planning assignments completed in upstream oil & gas sector globally by the top 4 global partners who shall be directly working on this assignment. Details in terms of client name, address, contact person, contact no., job title, period of assignment, etc., certified by the authorized signatory of the consultant, have to be provided in the format given in **Table 8**.

- d. **Total number of specific consulting assignments completed separately or jointly or in different groups by the above Partners for Oil & Gas sector Maharatna / Navratna organisations since 01.05.2009**

The bidder should submit the list of consulting assignments completed for Oil & Gas sector Maharatna/ Navratna organisations by the top 4 global partners who shall be directly working on this assignment. Details in terms of client name, address, contact person, contact no., job title, period of assignment, etc., certified by the authorized signatory of the consultant, have to be provided in the format given in **Table 9**.

- e. **Total number of specific consulting assignments completed separately or jointly or in different groups by the above Partners on organization structure, workflows and talent management for upstream Oil and Gas sector globally since 01.05.2009**

The bidder should submit the list of organization structure and talent management assignments completed in upstream oil & gas sector globally by the top 4 global partners who shall be directly working on this assignment. Details in terms of client name, address, contact person, contact no., job title, period of assignment, etc., certified by the authorized signatory of the consultant, have to be provided in the format given in **Table 10**.

- f. **Total number of specific assignments completed separately or jointly or in different groups by the above Partners on core upstream processes for upstream Oil and Gas sector globally since 01.05.2009**

The bidder should submit the list of assignments completed in design and or implementation of core upstream oil & gas processes by the top 4 global partners who shall be directly working on this assignment in upstream oil & gas sector globally. Details in terms of client name, address, contact person, contact no., job title, period of assignment, etc., certified by the authorized signatory of the consultant, have to be provided in the format given in **Table 11**.

Note: In case, Bidder is bound by Confidentiality Agreement and cannot disclose the client's name, then he has to provide a brief description of the client (industry, location, type of client) and the topic of assignment Tables 1 to 4 and 5 to 9. However, OIL, at its discretion, may verify the list.

IV. Technical Presentation - Bidder(s) would be called for a technical presentation at short notice likely to be held within one week after the last date of submission of bid tentatively. The technical presentation should be made by at least 2 of the 4 partners who are mentioned in clauses III above and would cover the approach and methodology to be adopted for the assignment. The Bidder shall also present to OIL about the robustness of work plan to ensure quality and timely completion of assignment along with transfer of proprietary tools/knowledge to employees of OIL and implementation/hand-holding capabilities. A signed copy of the presentation needs to be submitted on this day for evaluation purpose.

a. Approach and methodology proposed for different parts of the assignment – strategy, organization structure, workflow, talent management, culture and capability building, core upstream processes and hand-holding of initiatives

- i. Approach and methodology proposed for taking up this consultancy assignment, especially involvement of Oil India personnel in the assignment
- ii. Bidder's global resources to be utilized for various activities of the scope of work
- iii. Plan and methodology to be followed for capability building of OIL personnel
- iv. Plan and methodology to be followed for implementation of various parts of the assignment
- v. Process and methodology to be adopted for hand-holding of various initiatives

b. Robustness of work plan to meet quality and timeliness of deliverables, with Month-wise break up of activities and milestones

Consultant should indicate at least the following:

- i. Organogram for this assignment including experts to be deployed and support staff
- ii. Responsibility of each team member
- iii. Weekly schedule for Phase I and monthly schedule for Phase II
- iv. Review schedules for phase III
- v. Mechanism of getting inputs / information available elsewhere within consultant's global resources
- vi. Methodology of taking inputs from external experts
- vii. Sources of information / inputs and mechanism of analysis for generating requisite outputs
- viii. Team structure from OIL
- ix. Expectation for involvement of Top Management of OIL during the assignment
- x. Review of work-in-progress with the OIL team & Top Management
- xi. Specific requirement from OIL against each activity for effectiveness
- xii. Any other details that consultant may like to mention or any other requirements from the Oil India management

c. Approach for transfer of proprietary tools/knowledge to employees of OIL and implementation/hand-holding capabilities

Consultant should indicate at least the following:

- i. Details of training OIL personnel on concepts, methodology, etc. used by consultant, e.g., Framework, skills, Models, Reports, etc., details to be submitted
- ii. Quality of tools for implementation, hand-holding and tracking
- iii. Transfer of intellectual property to OIL (concepts, Tools, Models, Frameworks, Reports) to support functional needs, details to be submitted

3.0 TABLES TO BE FILLED UP BY THE BIDDERS AND TO SUBMIT ALONG WITH THE BIDS:

TABLE – 1

Number of assignments completed in upstream Oil & Gas sector globally since 01.05.2009, directly or through affiliate/parent companies

Name of the Bidder:

Client name	Country	Address	Dates of		Contact persons	Contact no. & email	Brief description of assignments
			Assignment start	Assignment completion			

TABLE – 2

Number of long term (5+ Years) strategy assignments completed in upstream Oil and Gas sector globally since 01.05.2009 directly or through affiliate/parent companies

Name of the Bidder:

Client name	Country	Address	Dates of		Contact persons	Contact no. & email	Names of the processes completed
			Assignment start	Assignment completion			

TABLE – 3

Number of consulting assignments for Maharatna / Navratna organisations completed in the Oil & Gas sector since 01.05.2009 directly or through affiliate/parent companies

Name of the Bidder:

Client name	Country	Address	Dates of		Contact persons	Contact no. & email	Names of the processes completed
			Assignment start	Assignment completion			

TABLE – 4

Number of organization structure and talent management assignments completed in upstream Oil and Gas sector globally since 01.05.2009 directly or through affiliate/parent companies

Name of the Bidder:

Client name	Country	Address	Dates of		Contact persons	Contact no. & email	Names of the processes completed
			Assignment start	Assignment completion			

TABLE – 5

Number of process design and/or implementation assignments completed in upstream Oil & Gas sector globally since 01.05.2009 directly or through affiliate/parent companies

Name of the Bidder:

Client name	Country	Address	Dates of		Contact persons	Contact no. & email	Names of the processes completed
			Assignment start	Assignment completion			

TABLE – 6

Total Experience (in no. of years) of top 4 global Partners that will guide the work for Oil India Limited in this assignment (top sheet for bio-data/CVs)

Name of the Bidder:

S. No.	Global partner name	Designation	Qualification	Total years of experience in Oil & Gas sector (Years)

TABLE – 7

Total number of specific consulting assignments completed separately or jointly or in different groups by the above Partners in upstream Oil and Gas sector globally since 01.05.2009.

Name of the Bidder:

S. No	Personnel name	Designation	Client name	Assignment start date	Assignment completion date	Brief description of the assignment

TABLE – 8

Total number of specific consulting assignments completed separately or jointly or in different groups by the above Partners for creating long term (5+ Years) strategy / perspective planning in upstream Oil and Gas sector globally since 01.05.2009

Name of the Bidder:

S. No	Personnel name	Designation	Client name	Assignment start date	Assignment completion date	Brief description of the assignment

TABLE – 9

Total number of specific assignments completed separately or jointly or in different groups by the above Partners for Oil and Gas Sector Maharatna/ Navratna organisations since 01.05.2009

Name of the Bidder:

S. No	Personnel name	Designation	Client name	Assignment start date	Assignment completion date	Brief description of the assignment

TABLE – 10

Total number of specific consulting assignments completed separately or jointly or in different groups by the above Partners on organization structure, workflow and talent management in upstream Oil and Gas sector globally since 01.05.2009

Name of the Bidder:

S. No	Personnel name	Designation	Client name	Assignment start date	Assignment completion date	Brief description of the assignment

TABLE – 11

Total number of specific consulting assignments completed separately or jointly or in different groups by the above Partners on core upstream processes for upstream Oil and Gas sector globally since 01.05.2009

Name of the Bidder:

S. No	Personnel name	Designation	Client name	Assignment start date	Assignment completion date	Brief description of the assignment

PROFORMA-I

(SECTION-X)

STATEMENT OF COMPLIANCE
(Only exceptions/deviations to be rendered)

CLAUSE NO. SUB-CLAUSE NO.	SECTION NO. (PAGE NO.)	COMPLIANCE/ NON COMPLIANCE	REMARKS

(Authorised Signatory)

Name of the bidder _____

NOTE: OIL INDIA LIMITED expects the bidders to fully accept the terms and conditions of the bid document. However, should the bidders still envisage some exceptions/ deviations to the terms and conditions of the bid document, the same should be indicated as per above format and submit along with their technical bids. If the proforma is left blank or not submitted, then it would be construed that the bidder has not taken any exception/deviation to the terms and conditions of the bid document.

INTEGRITY PACT

Between

Oil India Limited (OIL) hereinafter referred to as "The Principal"

And

(Name of the bidder).....hereinafter referred to as "The Bidder/Contractor"

Preamble:

The Principal intends to award, under laid down organizational procedures, contract/s for Tender no. **CLI 4043L15** . The Principal values full compliance with all relevant laws and regulations, and the principles of economic use of resources, and of fairness and transparency in its relations with its Bidder/s and Contractor/s.

In order to achieve these goals, the Principal cooperates with the renowned international Non-Governmental Organization "Transparency International" (TI). Following TI's national and international experience, the Principal will appoint an external independent Monitor who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

Section: 1 Commitments of the Principal

- (1) The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:
 1. No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for him/herself or third person, any material or immaterial benefit which he/she is not legally entitled to.
 2. The Principal will, during the tender process treat all Bidders with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidders the same information and will not provide to any Bidder confidential/additional information through which the Bidder could obtain an advantage in relation to the tender process or the contract execution.
 3. The Principal will exclude from the process all known prejudiced persons.
- (2) If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the relevant Anti-Corruption Laws of India, or if there be a Page 2 of 6 substantive suspicions in this regard, the Principal will inform its Vigilance Office and in addition can initiate disciplinary actions.

Section: 2 Commitments of the Bidder/Contractor

- (1) The Bidder/Contractor commits itself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.
1. The Bidder/Contractor will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or immaterial benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
 2. The Bidder/Contractor will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, Subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
 3. The Bidder/Contractor will not commit any offence under the relevant Anticorruption Laws of India; further the Bidder/Contractor will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
 4. The Bidder/Contractor will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
- (2) The Bidder/Contractor will not instigate third persons to commit offences outlined above or be an accessory to such offences.

Section 3 Disqualification from tender process and exclusion from future Contracts

If the Bidder, before contract award has committed a transgression through a violation of Section 2 or in any other form such as to put his reliability or credibility as Bidder into question, the Principal is entitled to disqualify the Bidder from the tender process or to terminate the contract, if already signed, for such reason.

1. If the Bidder/Contractor has committed a transgression through a violation of Section 2 such as to put his reliability or credibility into question, the Principal is entitled also to exclude the Bidder/Contractor from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of the transgression. The severity will be determined by the circumstances of the case, in particular the number of transgressions, the position of the transgressions within the company hierarchy of the Bidder and the amount of the damage. The exclusion will be imposed for a minimum of 6 months and maximum of 3 years.
2. The Bidder accepts and undertakes to respect and uphold the Principal's Absolute right to resort to and impose such exclusion and further accepts and undertakes not to challenge or question such exclusion on any ground, including the lack of any hearing before the decision to resort to such exclusion is taken. This undertaking is given freely and after obtaining independent legal advice.

3. If the Bidder/Contractor can prove that he has restored/recouped the Damage caused by him and has installed a suitable corruption prevention system, the Principal may revoke the exclusion prematurely.
4. A transgression is considered to have occurred if in light of available evidence no reasonable doubt is possible.

Section 4 Compensation for Damages

1. If the Principal has disqualified the Bidder from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover from the Bidder liquidated damages equivalent to 3 % of the value of the offer or the amount equivalent to Earnest Money Deposit/Bid Security, whichever is higher.
2. If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages equivalent to 5% of the contract value or the amount equivalent to Security Deposit/Performance Bank Guarantee, whichever is higher.
3. The bidder agrees and undertakes to pay the said amounts without protest or demur subject only to condition that if the Bidder/Contractor can prove and establish that the exclusion of the Bidder from the tender process or the termination of the contract after the contract award has caused no damage or less damage than the amount or the liquidated damages, the Bidder/Contractor shall compensate the Principal only to the extent of the damage in the amount proved.

Section 5 Previous transgression

1. The Bidder declares that no previous transgression occurred in the last 3 years with any other Company in any country conforming to the TI approach or with any other Public Sector Enterprise in India that could justify his exclusion from the tender process.
2. If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

Section 6 Equal treatment of all Bidders/Contractor/Subcontractors

1. The Bidder/Contractor undertakes to demand from all subcontractors a commitment in conformity with this Integrity Pact, and to submit it to the Principal before contract signing.
2. The Principal will enter into agreements with identical conditions as this one with all Bidders, Contractors and Subcontractors.
3. The Principal will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

Section 7 Criminal charges against violating Bidders/Contractors/ Subcontractors

If the Principal obtains knowledge of conduct of a Bidder, Contractor or Subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor,

which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the Vigilance Office.

Section 8 External Independent Monitor/Monitors

(three in number depending on the size of the contract)

(to be decided by the Chairperson of the Principal)

1. The Principal appoints competent and credible external independent Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
2. The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the Chairperson of the Board of the Principal.
3. The Contractor accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder/Contractor/Subcontractor with confidentiality.
4. The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
5. As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or heal the violation, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
6. The Monitor will submit a written report to the Chairperson of the Board of the Principal within 8 to 10 weeks from the date of reference or intimation to him by the 'Principal' and, should the occasion arise, submit proposals for correcting problematic situations.
7. If the Monitor has reported to the Chairperson of the Board a Substantiated suspicion of an offence under relevant Anti-Corruption Laws of India, and the Chairperson has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Vigilance Office, the Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.
8. The word 'Monitor' would include both singular and plural.

Section 9 Pact Duration

This Pact begins when both parties have legally signed it. It expires for the Contractor 12 months after the last payment under the respective contract, and for all other Bidders 6 months after the contract has been awarded.

If any claim is made/ lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged/determined by Chairperson of the Principal.

Section 10 Other provisions

1. This agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the Principal, i.e. New Delhi.
2. Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
3. If the Contractor is a partnership or a consortium, this agreement must be, signed by all partners or consortium members.
4. Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

.....
For the Principal

.....
For the Bidder/Contractor

Witness 1:

Witness 2:

Place. NOIDA.
Date

(END OF SECTION-X)

General guidelines to bidders for participating in OIL's e-Procurement tenders

Bid invitations (Tenders)

The details of e-Procurement tenders can be accessed from our e-Procurement site. [https://etender.srm.oilindia.in/sap/bc/gui/sap/its/bbpstart/!](https://etender.srm.oilindia.in/sap/bc/gui/sap/its/bbpstart/)

To view e-Procurement tenders you need to login using your login id & password to view all tenders available for you.

If you do not have a user id, please click on Guest login button to view available open tenders.

Pre-requisites to submit tenders on line through e-Procurement Portal

Bidders should have a valid User Id to access OIL e-Procurement site.

Bidders should have a legally valid Class 3 digital certificate with Organizations Name as per Indian IT Act from the licensed Certifying Authorities operating under the Root Certifying Authority of India (RCAI), Controller of Certifying Authorities (CCA) of India.

Tender fee must have been paid, if applicable for the Bid Invitation. If Bidder is exempt from paying tender fee, Bidder must hold exemption from the Tender Officer.

Bidder should fulfill any other pre-requisites mentioned in the tender documents of a specific tender.

Instructions for obtaining Digital Certificate

In order to bid for OIL e-tenders all the vendors are required to obtain a legally valid digital certificate as per Indian IT Act from the licensed Certifying Authorities (CA) operating under the Root Certifying Authority of India (RCAI), Controller of Certifying Authorities (CCA) of India. (<http://www.cca.gov.in/>)

Steps for obtaining Digital Certificate

Visit the site of the licensed CA using internet browser.

Apply online for a class 3 digital certificate for the designated individual with organization name. Ensure the Digital Certificate is legally valid in India.

For making payment and submission of documents required for issue of the Digital Certificate, follow the instructions on the CA's website.

Use the class 3 Digital Certificate thus obtained for online bidding on OIL e-Procurement site.

Links to some licensed CA's are provided below

1. [TCS](#)
2. [Safescrypt](#)
3. [MTNL Trustline](#)
4. [\(n\)Code Solutions](#)
5. [e-mudhra](#)

Technical Settings

1. **Web Browser Supported:** Microsoft IE Ver 6.0 or higher recommended
2. **Java:** To view some of the components, you need to install Java Internet component JDK 5.0 from <http://java.sun.com/javase/downloads/index.jsp>
3. **Proxy:** If you are unable to access OIL e-Procurement site or Bid Documents, check if you are using proxy to connect to internet or if your PC is behind any firewall. Contact your system administrator to enable connectivity. Please note that standard Port for HTTPS (443) connectivity should be enabled on your proxy/firewall. Dial-up internet connectivity without Proxy settings is another option.
4. **Pop-ups:** Pop-ups should be enabled on OIL e-Procurement URL and Bid Documents URLs. This is required to view tender documents.
5. **Recommended Screen Resolution:** 1024 by 768 pixels.
6. **Internet Speeds:** If you are experiencing slow connectivity to OIL e-Procurement, then contact your system administrator/ISP provider for desirable speeds.
7. **Active-x controls:** Maintain the settings as described in Internet Explorer settings document to enable digital signature signing and verification.

Parameter	Value
Allow Scrip lets	Enable
Automatic prompting for ActiveX controls	Enable
Binary and script behaviors	Enable
Download signed ActiveX controls	Enable
Download unsigned ActiveX controls	Enable
Initialize and script ActiveX controls not marked as safe	Enable
Run ActiveX controls and plug-ins	Enable
Script ActiveX controls marked safe for scripting	Enable
Use Pop-up Blocker	Disable

8. **Digital signature client SW/component:** To use Digital Signature, a client level Software is required. This is third party software from Safescrypt. This is installed automatically, once you start working on OIL's e-procurement system. A popup will come before it starts installation. You need to ensure you have administrative rights on the PC or the laptop. This installation is one time activity for a PC or Laptop.

CONFIDENTIALITY AGREEMENT

This Agreement is made on-----, -----, by and between:

Oil India Limited (OIL) (OIL hereinafter called as Disclosing Party), a company registered under Companies Act, 1956 and having its registered office at Oil India Limited, Duliajan, Assam, PIN – 786602 and

Organizational Restructuring Consultant (Contractor)

----- (hereinafter referred as the recipient.”).

RECITALS

WHEREAS, the Disclosing Party has provided or will provide information to the recipient for the purpose of issue of Bonds for the Disclosing Party for facilitation of assessment to be made by -----.

As part of its work, the Recipient will receive certain strictly confidential or proprietary information, including, but not limited to, data, records, reports, correspondence, notes, studies, documents and contract formats, and other information disclosed about the Company directly or indirectly by the Company and/or its respective affiliates, consultants, advisors and management (the “Confidential Information”).

Any Confidential Information disclosed by the Disclosing Party and/or any of its respective affiliates, management, consultants, directors, advisors or agents under this Agreement, irrespective of whether it is marked confidential or not shall be treated by the Recipient as confidential.

In consideration for the Disclosing Party agreeing to disclose the Information to Recipient, Recipient hereby undertakes and agrees as follows:

1.0 Recipient undertakes that any information which the Disclosing Party disclose to Recipient, or to any director, officer, employee, agent or other representative of Recipient, in any form which in any way is required for Recipient’s work with OIL shall be retained in strict confidence and shall not be disclosed or caused or permitted to be disclosed or discussed, published, reproduced or otherwise directly or indirectly to any third party without OIL’s prior written approval and shall not be used by Recipient for any reason other than to conduct the work assigned to him by OIL. The obligation of Recipient to retain Confidential Information in confidence shall not apply to:

a) Information which is now in or hereafter enters the public domain beyond the control of Recipient and without its violation of this Agreement; or

- b) Such information, which Recipient discloses under operation of law, rule or legal process;
Provided, however, that (i) the burden shall be on Recipient to prove the applicability of one or more of the foregoing exceptions by documentary evidence should the Disclosing Party question the applicability of such exceptions; (ii) as to exception (b), Recipient provides the Disclosing Party with prompt written notice of any request or legal proceeding through which Recipient may be required to disclose such Information under operation of law, rule or legal process.
- 2.0 Recipient agrees to use the Confidential Information solely for the purpose of the work assigned for and for no other purpose.
- 3.0 Recipient agrees not take copies of the Confidential Information without the prior written request of the Disclosing Party.
- 4.0 Recipient agrees to transmit the Confidential Information only to those directors, officers, employees, agents or other representatives who need access to the Confidential Information for the purpose of carrying out its work for the Disclosing Party and who are informed by Recipient of the confidential nature of the Confidential Information and who agree to be bound by the terms of this Agreement. Recipient further agrees to be responsible for any breach of this Agreement by Recipient or any director, officer, employee or other representative of Recipient.
- 5.0 Recipient agrees that all Confidential Information and documents disclosed to Recipient hereunder shall be and remains exclusive property of the Disclosing Party. Any tangible form of the Confidential Information including, but not limited to, documents, papers, computer diskettes and electronically transmitted Information shall be destroyed by Recipient or returned together with all copies thereof to the Disclosing Party promptly upon its request. If such tangible form of the Confidential Information is destroyed, a certification of such destruction executed by a duly authorized officer of Recipient shall be delivered to the Disclosing Party.
- 6.0 Recipient's obligations under this Agreement shall survive the termination of its appointment to carryout its work with the OIL regardless of the manner of such termination, and shall be binding upon its successors and assigns.
- 7.0 Recipient agrees that no failure or delay on the Disclosing Party part in exercising any right, power or privilege under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or privilege preclude any other or further exercise thereof.
- 8.0 Any amendments, changes or modifications to this Agreement must be in writing and executed by authorized officials of both the Parties to this agreement.
- 9.0 This Agreement constitutes the entire agreement of the Recipient and the Disclosing Party with respect to the subject matter thereof and supersedes any and all prior understandings and agreements between the Disclosing Party and the Recipient.
- 10.0 Any disputes, controversy or claim arising out of or relating to this Agreement, or the breach, termination or invalidity thereof, thereof shall be mutually settled. However, in case no such mutual settlement is arrived at, the matter shall be settled by arbitration in accordance with the provision of arbitration of the Indian Arbitration &

Conciliation Act, 1996 and any statutory modification or re-enactment thereof and the Rules made there under and for the time being in force. The venue of arbitration shall be at NOIDA/DELHI unless otherwise agreed by OIL

Oil India Limited

Name of Recipient

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

WITNESS

- 1.
- 2.

DECLARATION FROM CEO/ HEAD OF THE ORGANIZATION

To
OIL INDIA LIMITED
Plot No. 19, Sector 16A
NOIDA, U. P.

Sub: Tender No. CLI4043 L15 for Restructuring of Organisation for Operational Excellence of Oil India Limited (OIL).

Dear Sir,

We hereby confirm that all the information including those appearing in Tables 1-11 for technical criteria submitted in the bid/offer are factually correct.

We agree that if it is found at any stage that the information submitted by us is not factually correct, our Bid/offer may be rejected/Contract may be terminated. Further, OIL will have the liberty to take other suitable actions including Holiday listing of us for the same.

Place :

(Signature of the CEO/Head of The organization)

Date :

Name :
Designation:
Seal:

Check List for BEC/BRC

BEC / BRC Clause No.	Bid evaluation criteria	Compliance	Reference to page nos. of the bid document
A.	Vital criteria for acceptance of bids:-		
	Has bidder taken any exceptions/deviations in their bid?	Yes / No	
	If yes, whether bidder has indicated the same specifically in their bid?	Yes / No	
1.0	Technical BRC		
1.0 (a)	Has the bidder provided the team structure as per the bid document for carrying out the activities under the Scope of Work?	Yes / No	
1.0 (b)	Does the bidder provide complete list of pool of members who will be driving the project on-site along with the names of the Lead Partners, Project Managers, Consultants & Experts?	Yes / No	
1.1	Does the bidder conform with the clause no 1.1 of Section-X of bid document?	Yes / No	
1.2	Does the bidder provide CVs & other documentary evidences against the minimum experience required?	Yes / No	
1.3	Does the bidder fulfill the requirements of completed assignment similar to the areas covered in the bid document?	Yes / No	
1.4	Does the bidder provide proof of requisite Experience?	Yes / No	
2	Financial BRC		
2.1	Does the bidder fulfill the requirement of minimum average annual turn over as per bid document?	Yes / No	
2.2	Does the bidder provide proof of Annual turnover, attested copies of the documents as specified in the bid?	Yes / No	
3	Commercial Bid		
3.1(a)	Has the bidder submitted Technical bid and the price bid separately?	Yes / No	
3.1(b)	Does the Technical bid contain all details but the price column of the price bid format blanked out?	Yes / No	
3.1(c)	Does the Price bid contain only the prices duly filled in as per the price bid format?	Yes / No	
3.2	Has the bidder indicated / disclosed prices in the technical bid or at any stage before opening the price bid?	Yes / No	
3.3	Does the bidder make his offers only through OIL's e – portal?	Yes / No	

BEC / BRC Clause No.	Bid evaluation criteria	Compliance	Reference to page nos. of the bid document
3.4(a)	Whether bidder has submitted bid security for the amount as specified in the "Covering Note" in proper manner?	Yes / No	
3.4(b)	Has the bidder ensured that the receipt of original bid security at the office of Chief Advisor (C&P), Oil India Limited, OIL House, Plot No. 19, Sector-16(A), Noida before bid closing time and date?	Yes / No	
3.5	Whether unconditional bid validity is for 90 days?	Yes / No	
3.6	Whether quoted prices are firm during the entire period of contract?	Yes / No	
3.7	Whether quoted prices are as per the price bid format of the bid document?	Yes / No	
3.8	Whether bidder has accepted mobilization as per bid document?	Yes / No	
3.9	Whether the offers is conform to the time line as specified in Clause No. 1.0 of special terms of condition (Section -V) of the bid document?	Yes / No	
3.10	Whether bidder has submitted a declaration that neither the bidders themselves, nor any of its allied concerns, partners or associates or directors or proprietors involved in any capacity with the bidding company, are currently serving any banning orders issued by OIL debaring them from carrying on business dealings with OIL?	Yes / No	
3.11	Does the bidder certify that bid does not contain any false statement?	Yes / No	
3.12	Does the bidder conform with the clause no. 3.12 of Section-X of the bid document?	Yes / No	
3.13	Has the bidder signed confidentiality agreement?	Yes / No	
3.14	Whether bid is submitted with Integrity Pact duly signed by the same signatory who signs the bids?	Yes / No	
	Note:		
	Whether bidder has noted that the BEC/BRC overrides all other similar clauses operating anywhere in the Bid Documents?	Yes / No	
	Whether the bidder has noted that OIL reserves the right for verification about the authenticity of the self certified documents submitted along with the bid document?	Yes / No	
	Appendix-I:		
	Has the Bidder submitted filled up data against sub- criteria of sl. no. I, II & III for evaluation by Oil India Limited in a separate sheet and provided requisite details in Tables (Table 1 to Table 11)	Yes / No	

Signature of bidder:
Seal

Note: The above list is only a check list. Bidders must submit all the documents including documentary evidences as mentioned in BEC/BRC (Clause No. A & B of Section-X) along with other documents even if the same is not mentioned in the above check list.

Criteria for Technical Presentation

IV. Technical Presentation	100% marks (12.5)	66% marks (8.25)	33% marks (4.125)	0% marks
a. Quality of approach and methodology proposed	<ul style="list-style-type: none"> ▪ Approach has been tested on multiple situations ▪ Use of tested tools and analysis along with benchmarks on the same ▪ Approach is extremely collaborative – consultant and OIL teams work jointly ▪ Approach involves significant mobilisation of OIL employees for culture change with combination of regular surveys and actions that involve workshops as well as on job support ▪ Approach for process implementation on core areas creates a sustainable change through joint working with OIL teams, tracking of input and output and creating a training infrastructure ▪ Tight governance with regular performance management (MIS) and reviews – availability of tools to track progress ▪ Approach that leads to a tailor made answer for OIL based on external and internal context and best practices globally ▪ Successful process and methodology used for hand-holding of various initiatives in upstream Oil & Gas companies 	<ul style="list-style-type: none"> ▪ Approach is tested on a few situations ▪ Some tested tools and analysis used, limited use of benchmarks ▪ Consultant and OIL teams interact on a regular basis and do some work together ▪ Approach addresses culture change through surveys and regular workshops ▪ Approach for process implementation involves OIL teams but does not create a sustainable method for OIL to track change and train people ▪ Regular reviews, no other means of performance management ▪ Approach has a high degree on customisation based on current context; ▪ Successful process and methodology used for hand-holding of various initiatives Oil & Gas companies 	<ul style="list-style-type: none"> ▪ Approach has been tested on 1-2 situations ▪ Limited use of tested tools and analysis and benchmarks ▪ Consultant does most of the work and uses OIL team regularly to test analysis and implications ▪ Approach addresses culture change through surveys and some workshops ▪ Approach for process implementation involves OIL teams infrequently and does not focus on sustainability ▪ Governance limited to infrequent reviews ▪ Approach relies heavily on already available methods and work done for others but with some customisation for OIL ▪ Successful process and methodology used for hand-holding of various initiatives other than Oil & Gas companies 	<ul style="list-style-type: none"> ▪ No proof that the approach has been tested ▪ No use of standards tools, analysis and benchmarks ▪ Consultant primarily works alone and uses OIL team for review ▪ Consultant does not address culture change pro-actively ▪ Approach for process change does not involve OIL employees ▪ Poor governance mechanisms for the project ▪ Directly fits already available methods and work done for other firms to OIL ▪ No firm process and methodology used for hand-holding of various initiatives

IV. Technical Presentation	100% marks (7.5)	66% marks (4.95)	33% marks (2.475)	0% marks
b. Robustness of workplan to meet quality and timelines of the deliverables weekly / monthly break up of activities, specific requirement from OIL against each activity for effectiveness and milestones	<ul style="list-style-type: none"> ▪ Detailed to at least weekly level for the first Phase ▪ All deliverables being met before time ▪ Well structured and complete in all aspects – all activities needed to perform various tasks covered ▪ All sources of data, analysis and insights tapped – OIL, industry, global, local ▪ Specific requirement from OIL against each activity 	<ul style="list-style-type: none"> ▪ Detailed to fortnightly level for first Phase ▪ All deliverables being met with a delay of not more than 7 days from needed ▪ Structured but missing a few activities needed to perform the tasks ▪ Some sources of data, analysis and insights untapped ▪ Specific requirement from OIL against each phase 	<ul style="list-style-type: none"> ▪ Detailed to monthly level ▪ All deliverables being met with a delay of not more than 7 days from needed ▪ Missing many activities needed to perform the tasks ▪ Most sources of data, analysis and insights untapped ▪ Overall requirement from OIL 	<ul style="list-style-type: none"> ▪ Not detailed ▪ Some deliverables being met with over 15 days delay from needed ▪ Not well structured and incomplete on multiple dimensions ▪ Relies primarily on internal data, analysis and insights ▪ No clear picture about the requirement from OIL

	100% marks	66% marks	33% marks	0% marks
IV. Technical Presentation				
c. Availability of toolkits in relevant areas and their transferability to OIL (5 marks)	<ul style="list-style-type: none"> ▪ Tested toolkits and approaches available in all relevant areas ▪ Toolkits can be fully IT implemented and integrated with current systems ▪ Toolkits and approached customisable to OIL context ▪ Toolkits and approaches can be transferred fully to OIL teams 	<ul style="list-style-type: none"> ▪ Tested toolkits available for few of the areas ▪ IT implementation and integration with current systems largely possible for toolkits ▪ High degree of customization possible for OIL context ▪ Toolkits and approaches can be largely transferred to OIL 	<ul style="list-style-type: none"> ▪ Limited tested toolkits available ▪ Implementation and integration with current systems possible for toolkits ▪ Toolkits and approaches are largely set with some customisation for OIL ▪ Little transfer of toolkits and approaches to OIL 	<ul style="list-style-type: none"> ▪ Tested toolkits not available ▪ No IT implementation and integration with current systems possible for toolkits ▪ Toolkits and approaches set with no customisation for OIL ▪ No transfer of toolkits and approaches to OIL
c. Approach and process for capability transfer & handholding (5 marks)	<ul style="list-style-type: none"> ▪ Regular means of capability transfer through working together and jointly creating the SOPs and manuals ▪ Multiple means of capability transfer used to cover large number of people – working together, workshops, e-learning ▪ Capability transfer through workshops supported by on the job support 	<ul style="list-style-type: none"> ▪ Capability transfer in form of manuals and SOPs created by the consultant with regular review by OIL teams ▪ Some means of capability transfer used like workshops to cover people beyond the project team from OIL ▪ Limited on the job support 	<ul style="list-style-type: none"> ▪ Capability transfer in form on manuals created by the consultant and approved by OIL team ▪ Capability transfer limited to project team ▪ No on the job support 	<ul style="list-style-type: none"> ▪ No capability transfer to OIL team

