



ऑयल इंडिया लिमिटेड
(भारत सरकार का उद्योग) पंजीकृत कार्यालय: दुर्गेश्वरान, असम
Oil India Limited
(A Government of India Enterprise) Registered Office: Durgam, Assam

**Plot No. 19, Sector 16A,
Noida – 201301, U.P.
Phone: 0120 – 2511762
Fax: 0120 - 2488310
E-mail: cemg_c&p@oilindia.in**

E- Tender No. CLI5241L15 for HIRING OF CONSULTANT FOR CONDUCTING ASSESSMENT DEVELOPMENT CENTRE FOR GRADE ‘G’ AND GRADE ‘H’ EXECUTIVES IN OIL INDIA LIMITED

Date & time of closing of Tender: 25.11.2014 at 11: 00 AM (IST)

Date & time of opening of Tender: 25.11.2014 at 03: 00 PM (IST)

**(RUPAK KALITA)
SENIOR MANAGER (C&P) (CEMG)
FOR SENIOR ADVISER (C&P)
FOR CHAIRMAN & MANAGING DIRECTOR**

Declaration:

SPECIAL NOTE TO THIS TENDER :

(A) The Tender as below has been addressed to the following 09(NINE) Parties:

- (i) KPMG Advisory Services Private Limited. Gurgaon
- (ii) Mercer Consulting (India) Private Limited , Gurgaon
- (iii) Thomas Assessments Pvt. Ltd., New Delhi.
- (iv) HayGroup, Gurgaon
- (v) Aon Hewitt, Gurgaon
- (vi) Ernst & Young LLP, Gurgaon
- (vii) Deloitte Touche Tohmatsu India Pvt. Ltd., Gurgaon
- (viii) Accenture Services Pvt. Ltd., Gurgaon
- (ix) Cerebrus Consultants, Gurgaon

The other prospective and interested Parties may also participate against this Tender subject to the following :

- (i) To forward their application for issue of Tender document along with documentary proof of meeting ‘Bid Rejection Criteria’ (PART 2) of this Tender) to reach us within 10 days of publication at OIL's website. The

application may also be sent to e-mail IDs: corp_c&p@oilindia.in and rupakkalita@oilindia.in

(ii) The application must be complete in respect of meeting the qualifying criterion mentioned under Bid Rejection Criteria (BRC) as stipulated in this Tender.

(iii) The parties must note that if Oil India Limited (OIL) is satisfied with the documentary evidences (provided by the party) establishing them to be eligible for issuance of the subject tender, the tender documents will be issued to the eligible party(ies). However, if the documentary evidences submitted by the parties are not able to establish the eligibility of the party(ies) to the satisfaction of OIL, no further correspondence will be made/entertained against the subject tender.

(B) The last date of receipt of applications, complete in all respect is **15.11.2014**. It is to be noted by all concerned that no correspondence against the subject tender will be entertained after expiry of the schedule date i.e. **15.11.2014**. As indicated above, parties may send their complete applications (with scanned copies of documentary evidences) through e-mail to the email IDs as mentioned vide (i) under para (A) above. The hardcopies of application must be received by OIL within **17.11.2014**, without which their applications will not be considered.

(C) OIL will issue the tender documents to the eligible parties after detailed scrutiny of the documents submitted by the parties. The tender documents will be issued through e-mail to the eligible parties and therefore, it is necessary that the parties must mention their valid e-mail IDs. The formal letter with tender documents will be issued to eligible parties latest by **18.11.2014**. No correspondence will be made if the parties are not found to be eligible for the subject tender as per the BRC.

(D) No request for extension of the above mentioned dates will be entertained.

FORWARDING LETTER

Sub : E- Tender No. CLI5241L15 for HIRING OF CONSULTANT FOR CONDUCTING ASSESSMENT DEVELOPMENT CENTRE FOR GRADE 'G' AND GRADE 'H' EXECUTIVES IN OIL INDIA LIMITED

Dear Sirs,

1.0 OIL INDIA LIMITED (OIL), a “Navaratna” Category, Government of India Enterprise, is a premier oil Company engaged in exploration, production and transportation of crude oil & natural gas with its Headquarters at Duliajan, Assam. Duliajan is well connected by Air with nearest Airport being at Dibrugarh, 45 km away.

2.0 In connection with its operations, OIL invites International Competitive Bids (ICB) from competent and experienced Consultants through OIL's e-procurement site for **HIRING OF CONSULTANT FOR CONDUCTING ASSESSMENT DEVELOPMENT CENTRE FOR GRADE ' G ' AND GRADE ' H' EXECUTIVES IN OIL INDIA LIMITED AT DIFFERENT SPHERES OF OIL**. One complete set of Bid Document covering hiring of above services is uploaded in OIL's e-procurement portal. You are invited to submit your most competitive bid on or before the scheduled bid closing date and time through OIL's e-procurement portal. For your ready reference, few salient points of the TENDER (covered in detail in the Bid Document) are highlighted below:

(i)	Tender No	:	CLI5241L15 DT. 02.11.2014
(ii)	Type of Bid	:	Limited Single Stage TWO Bid System
(iii)	Bid Closing date & Time	:	As Mentioned in the On-line Tender
(iv)	Bid Opening date & time	:	As Mentioned in the On-line Tender
(v)	Bid Submission Mode place	:	Bid to be submitted on line through OIL's e-tender portal. However, voluminous documents like catalogue, company's profile and any other volumetric technical documents etc as required as per tender can be submitted the following address within the bid closing date and time : OIL INDIA LIMITED CEMG / E&D Group FC-24, 5th Floor IT Infrastructure Building,

			Sector 16A, Noida – 201301, U.P
(vii)	Bid Opening Place	:	OIL INDIA LIMITED CEMG / E&D Group FC-24, 5th Floor IT Infrastructure Building, Sector 16A, Noida – 201301, U.P
(viii)	Bid Security	:	Not Applicable
(ix)	Amount of Performance Bank Guarantee	:	Not Applicable
(x)	Bid validity	:	120 days from the date of technical bid opening
(xi)	Completion period/Duration of the Contract	:	The contract shall be initially for a period of 2 (Two) years from the Date of Commencement of the Contract with an option to extend the contract period for 6 (six) months at the discretion of Company at the same rate, terms and conditions.
(xii)	Quantum of Liquidated Damage for default in Timely Completion of work.	:	1/2 % of total contract value for delay per week or part thereof subject to maximum of 7 ½ %
(xiii)	<p>INTEGRITY PACT: “OIL shall be entering into an Integrity Pact with the bidders as per format enclosed vide Annexure - A 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 technical 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 straightway. Uploading the Integrity Pact with digital signature will be construed that all pages of the Integrity Pact have been signed by the bidder’s authorized signatory who sign the bid.”</p> <p>NAME OF INDEPENDENT EXTERNAL MONITOR:</p> <p>(a) Shri N. Gopalaswami, IAS (Retd.). Phone: +91-44-2834-2444 (Res), 96001 44444 (Mobile). E-mail: gopalaswamin@gmail.com</p> <p>(b) Shri Ramesh Chandra Agarwal, IPS. Phone: +91-9810787089, 91-1122752749. E-mail: rcagarwal@rediffmail.com</p>		

3.0 The tender is invited under **SINGLE STAGE-TWO BID SYSTEM**. The bidders are required to submit both the “**TECHNO-COMMERCIAL UN-**

PRICED” and **“PRICED**” 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. Offer not complying with above submission procedure will be rejected as per **Bid Rejection Criteria mentioned in Section – VI.**

The screenshot shows the 'Display RFX Response' interface. At the top, there are tabs for 'Technical RFX Response', 'Close', 'Withdraw', and 'Verify'. A red arrow points from a callout box to the 'Technical RFX Response' tab. The callout box contains the text: 'Go to this Tab “Technical RFX Response” for Uploading “Techno-commercial Unpriced Bid”.' Below the tabs, there is a section for 'Basic Data' with fields for 'RFX Response Number', 'RFX Number', 'Status', 'RFX Owner', 'Total Value', and 'RFX Response Value'. Below this, there are tabs for 'RFX Information', 'Items', 'Notes and Attachments', 'Conditions', 'Summary', and 'Tracking'. A red arrow points from another callout box to the 'Notes and Attachments' tab. The callout box contains the text: 'Go to this Tab “Notes and Attachments” for Uploading “Priced Bid” files.' Below the tabs, there is a section for 'Event Parameters' with fields for 'Currency', 'Detailed Price Information', and 'Terms of Payment'. Below this, there is a section for 'Partners and Delivery Information' with a table for 'Function', 'Number', 'Name', and 'Valid from'. The table is currently empty, and a message at the bottom says 'The table does not contain any data'.

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

Edit RFX Response:

Submit | Read Only | Print Preview | Check | Technical RFX Response | Close | Save | Verify signature of Response | Sign Response

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

RFx Information | Items | **Notes and Attachments** | Conditions | Summary | Tracking

▼ Notes

Add ▲ Clear

Assigned To	Category	Text Preview

▼ Attachments

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

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

Notes :

- (i) The “Techno-Commercial Un priced Bid” shall contain all techno-commercial **details except the prices**.
- (ii) 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. 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 clock on OK to save the File.
- (iii) The bid and all uploaded documents must be Digitally signed using “Class 3” digital certificate with organization name [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.
- (iv) 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.
- (v) Bidder is responsible for ensuring the validity of digital signature and it’s proper usage by their employee.

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

4.0 Interested bidders may contact the following person to visit the site at their own expenses to have a realistic assessment of the requirement.

Mr. DEBNISH SARMA
SR. MANAGER (PERSONNEL)
OIL INDIA LIMITED,
PLOT NO. 19, SECTOR 16A
NOIDA
E-MAIL : debnishsarma@oilindia.in
PH NO. +919910700781

5.0 For any technical help in regards to uploading of bids in the OIL's e-tender portal, may please contact the following person :

Mr. A.J. Sarmah
Sr. Manager- ERP, OIL INDIA LIMITED, DULIAJAN, ASSAM
Ph no. 09954486025, e-mail : ajsarmah@oilindia.in,
erp_mm@oilindia.in

6.0 The clause, sentence, words marked as “**Strikethrough**” are not applicable against this tender.

We now look forward to your valuable offer through OIL's e – portal against the tender.

Thanking you,

Yours faithfully,
OIL INDIA LIMITED

(Rupak Kalita)
Senior Manager (C&P)(CEMG)
For CHIEF. ADVISER (C&P)
For Chairman & Managing Director
Ph no. 9910014067
rupakkalita@oilindia.in

PART - 1

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. BID DOCUMENTS

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

- (a) A Forwarding Letter highlighting the following points:
 - (i) Company's Tender No.
 - (ii) Bid closing date and time
 - (iii) Bid opening date and time
 - (iv) Bid submission Mode
 - (v) Bid opening place
 - (vi) Bid validity, Mobilisation time & Duration of contract
 - (vii) ~~The amount of Bid Security with validity~~
 - (viii) ~~The amount of Performance Guarantee with validity~~
 - (ix) Quantum of liquidated damages for default in timely mobilizations
- (b) Instructions to Bidders, (Part-1)
- (c) Bid Evaluation Criteria/Bid Rejection Criteria, (Part-2)
- (d) General Conditions of Contract, (Section-I)
- (e) Terms of Reference/Technical Specification, (Section-II)
- (f) Special Conditions of Contract, (Section-III)
- (g) Schedule of Rates, (Section-IV)
- (h) Integrity Pact Proforma, (Annexure-A)
- (i) deleted
- (j) Price Schedule Format, (Proforma-B)
- (k) Bid Form, (Proforma-C)
- (l) Statement of Non-Compliance, (Proforma-D)
- (m) ~~Bid Security Form, (Proforma-E)~~
- (n) ~~Performance Security Form, (Proforma-F)~~
- (o) Agreement Form, (Proforma-G)
- (p) Proforma of Letter of Authority, (Proforma-H)
- (q) Authorisation for Attending Bid Opening, (Proforma-I)

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

3.0 TRANSFERABILITY OF BID DOCUMENTS:

- 3.1 Bid Documents are non-transferable. Bid can be submitted only in the name of the bidder in whose name the Bid Document has been issued.
- 3.2 Unsolicited bids will not be considered and will be rejected straightway.

4.0 AMENDMENT OF BID DOCUMENTS:

- 4.1 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 Documents through issuance of an Addendum.
- 4.2 The Addendum will be uploaded in OIL's E-Tender Portal in the "Technical RFx Response" under the tab "Amendments to Tender Documents". All prospective bidders to whom Company has issued the Bidding Documents shall also be intimated about the amendments through post/courier or by Fax or e-mail. 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 into account in preparation of their bid or for any other reason. Bidders shall also check from time to time the E-Tender portal ["Technical RFx Response" under the tab "Amendments to Tender Documents"] for any amendments to the bid documents before submission of their bids.

B. PREPARATION OF BIDS

- 5.0 LANGUAGE OF BIDS:** 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 official and notarised English translated version, which shall govern for the purpose of bid interpretation.

5.1 BIDDER'S/AGENT'S NAME & ADDRESS:

Bidders should indicate in their bids their detailed postal address including the Fax/Telephone / Cell Phone Nos. and E-mail address. Similar information should also be provided in respect of their authorised Agents in India, if any.

6.0 DOCUMENTS COMPRISING THE BID:

Bids are invited under Single Stage Two Bid System. The bid to be uploaded by the Bidder in OIL's E-Tender portal shall comprise of the following components:

(A) TECHNICAL BID

- (i) Complete technical details of the services as per the Terms of reference / Technical Specification.

- (ii) Documentary evidence established in accordance with Clause 10.0.
- (iii) ~~Bid Security (scanned) in accordance with Clause 11.0 hereunder. Original Bid Security should be sent as per Clause No. 11.10 below.~~
- (iv) Copy of Bid-Form without indicating prices in Proforma-C
- (v) Statement of Non-compliance as per Proforma-D
- (vi) Proforma-A: List of items to be imported **without** the CIF values.
- (vii) Copy of Priced Bid ***without indicating prices*** (Proforma-B)
- (viii) Integrity Pact digitally signed by OIL's competent personnel as Annexure-A attached with the bid document to be digitally signed by the bidder.

(B) PRICED BID

Bidder shall quote their prices in the following Proforma available in OIL's E-procurement portal in the **"Notes & Attachments" Tab:**

- (i) Price-Bid Format as per Proforma-B
- (ii) Bid Form as per Proforma-C
- (iii) ~~Proforma-A showing the items to be imported with the CIF values.~~

The Priced Bid shall contain the prices along with the currency quoted and any other commercial information pertaining to the service offered.

7.0 BID FORM:

The bidder shall complete the Bid Form and the appropriate Price Schedule furnished in their Bid.

8.0 BID PRICE:

- 8.1 Prices must be quoted by the Bidders online as per the price bid format available in OIL's E- Tender Portal in "Notes & Attachment" Tab. Unit prices must be quoted by the bidders, both in words and in figures.
- 8.2 Prices quoted by the successful bidder must remain firm during its performance of the Contract and is not subject to variation on any account.
- 8.3 All duties (except customs duty which will be borne by the Company) and taxes (excluding Service Tax) including Corporate Income Tax, Personal Tax, Assam Entry Tax etc. and other Cess/levies payable by the successful bidder 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, and the 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.

9.0 CURRENCIES OF BID AND PAYMENT:

- 9.1 A bidder expecting to incur its expenditures in the performance of the Contract in more than one currency, and wishing to be paid accordingly, shall so indicate in the bid. In such a case, the bid shall be expressed in different currencies and the respective amounts in each currency shall together make up the total price.
- 9.2 Indian bidders too can submit their bids in any currency (including Indian Rupees) and receive payment in such currencies on par with foreign bidders. However, currency once quoted will not be allowed to be changed.

10.0 DOCUMENTS ESTABLISHING BIDDER'S ELIGIBILITY AND QUALIFICATIONS:

- 10.1 These are listed in **BID REJECTION CRITERIA (BRC) / BID EVALUATION CRITERIA (BEC), PART-2** of the Bid document.

11.0 BID SECURITY: DELETED

12.0 EXEMPTION FROM SUBMISSION OF BID SECURITY:

DELETED

13.0 PERIOD OF VALIDITY OF BIDS:

- 13.1 Bids shall remain **valid for 120** days from the date of closing of bid prescribed by the Company. Bids of shorter validity will be rejected as being non-responsive. If nothing is mentioned by the bidder in their bid about the bid validity, it will be presumed that the bid is valid for 120 days from Bid Closing Date.
- 13.2 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 through Fax or e-mail. The Bid Security provided under Para 11.0 above shall also be suitably extended. A Bidder may refuse the request without forfeiting its Bid Security. A Bidder granting the request will neither be required nor permitted to modify their Bid.

14.0 SIGNING OF BID:

- 14.1 Bids are to be submitted online through OIL's E-procurement portal with digital signature. The bid and all attached documents should be digitally signed by the bidder using "Class 3" digital certificates with Organizations Name [e-commerce application (Certificate with personal verification and Organisation Name)] as per Indian IT Act 2000 obtained from the licensed Certifying Authorities operating under the Root Certifying Authority of India (RCAI), Controller of Certifying Authorities (CCA) of India before bid is uploaded.

The bid including all uploaded documents shall be digitally signed by duly authorized representative of the bidder holding a Power of Attorney to bind the Bidder to the contract.

If any modifications are made to a document after attaching digital signature, the digital signature shall again be attached to such documents before uploading the same. The Power of Attorney in original shall be submitted by bidder as mentioned in Para 15.1 below.

The authenticity of above digital signature shall be verified through authorized CA after bid opening and in case the digital signature is not of "Class-3" with organization name, the bid will be rejected.

Bidder is responsible for ensuring the validity of digital signature and its proper usage by their employees.

- 14.2 The original and all copies of the bid shall be typed or written in indelible inks. Since bids are to be submitted ONLINE with digital signature, manual signature is NOT relevant. The letter of authorisation (as per **Proforma-H**) shall be indicated by written Power of Attorney accompanying the Bid.
- 14.3 Any person signing the Bid or any other document in respect of this Bidding Document or other relevant documents on behalf of the Bidder without disclosing his authority to do so shall be deemed to have the authority to bind the Bidder. If it is discovered at any time that the person so signing has no authority to do so, the Company (OIL) may, without prejudice to any other right or remedy, cancel his Bid or Contract and hold the Bidder liable to the Company (OIL) for all costs and damages arising from the cancellation of the Bid or Contract including any loss which the Company (OIL) may sustain on account thereof.
- 14.4 Any physical documents submitted by bidders shall contain no interlineations, white fluid erasures or overwriting except as necessary to correct errors made by the Bidder, in which case such correction shall be initialled by the person or persons who has/have digitally signed the Bid.
- 14.5 Any Bid, which is incomplete, ambiguous, or not in compliance with the Bidding process will be rejected.

15.0 SUBMISSION OF BIDS

- 15.1 The tender is processed under single stage - Two bid system. Bidder shall submit the Technical bid and Priced bid along with all the Annexures and Proforma (wherever applicable) and copies of documents in electronic form through OIL's e-procurement portal within the Bid Closing Date & Time stipulated in the e-tender. For submission of Bids online at OIL's E-Tender Portal, detailed

instructions is available in **“HELP DOCUMENTATION”** available in OIL’s E-Tender Portal. Guidelines for bid submission are also provided in the “Forwarding Letter”. The Technical Bid is to be submitted as per Terms of Reference/Technical Specifications of the bid document and Priced Bid as per the Price Schedule. The Technical Bid should be uploaded in the “Technical RFx Response” under “Techno-Commercial Bid” Tab Page only. Prices to be quoted as per Proforma-B should be uploaded as Attachment just below the “Tendering Text” in the attachment link under “Techno-Commercial Bid” Tab under General Data in the e-portal. **No price should be given in the “Technical RFx Response”, otherwise bid shall be rejected.** The priced bid should not be submitted in physical form which shall not be considered.

However, the following documents in two sets should necessarily be submitted in physical form in sealed envelope superscribing the “TENDER No., Brief Description of services and Bid Closing/Opening date & Time along with the bidder’s name and should be submitted to SR. Manager (C&P), OIL INDIA LIMITED, CEMG / E&D Group, FC-24, 5th Floor IT Infrastructure Building, Sector 16A, Noida – 201301, U.P on or before the bid closing date and time indicated in the TENDER/ e-tender portal :

- i) ~~The Original Bid Security along with 2(two) copies~~
- ii) Power of Attorney for signing of the bid digitally
- iii) Any other document required to be submitted in original as per bid document requirement.
- iv) Printed catalogue and literature if called for in the bid document.

Documents sent through E-mail/Fax/Telex/Telegraphic/Telephonic will not be considered.

- 15.2 All the conditions of the contract to be made with the successful bidder are given in various Sections of the Bid Document. Bidders are requested to state their non-compliance to each clause as per Proforma-D of the bid document and the same should be uploaded along with the Technical Bid.
- 15.3 Timely delivery of the documents in physical form as stated in Para 15.1 above is the responsibility of the bidder. Bidders should send the same through Registered Post or by Courier Services or by hand delivery to the Officer in Charge of the particular tender before the Bid Closing Date and Time. Company shall not be responsible for any postal delay/transit loss.
- 15.4 Bids received through the e-procurement portal shall only be accepted. Bids received in any other form shall not be accepted.

16.0 INDIAN AGENT/REPRESENTATIVE/RETAINER/ASSOCIATE:

~~Foreign bidders shall clearly indicate in their bids whether they have an Agent/Representative/Retainer/Associate in India. In the event the overseas bidder is having an Agent/Representative/Retainer/Associate in India, the bidder should furnish the name and address of their Agent/Representative/Retainer/Associate in India and clearly indicate nature and extent of services to be provided by such an Agent/ Representative/Retainer/Associate in India and also stating in their bids whether the Agent/Representative/Retainer/Associate is authorized to receive any commission. The rate of the commission included in the quoted rates of bidder should be indicated which would be payable to Agent/Representative/Retainer/Associate in non convertible Indian currency according to Import Trade Regulation of India. Unless otherwise specified, it will be assumed that agency commission is not involved in the particular bid.~~

~~Further, overseas bidders shall submit their bids directly and not through their Agent/Representative/Retainer/Associate in India. Bid submitted by Indian Agent/Representative/Retainer/Associate on behalf of their foreign principals will not be considered and will be rejected straightway. Moreover, one Indian Agent/Representative/Retainer/ Associate cannot represent more than one foreign bidder against the TENDER.~~

~~The Indian Agent/Representative/Retainer/Associate will not be permitted to submit any Bid Security and Performance Security on behalf of their foreign principals and also the Indian Agent/ Representative/Retainer/Associate will not be allowed to execute the contract and receive payment against bid submitted by their foreign principals. Such bids shall be rejected straightway.~~

17.0 DEADLINE FOR SUBMISSION OF BIDS:

- 17.1 Bids should be submitted on-line as per the online tender submission deadline. Bidders will not be permitted by System to make any changes in their bid/quote after the bid has been submitted by the bidder. Bidder may however request **SM (C & P), Oil India Limited, Noida**
- 17.2 for returning their bids/quote before the original bid closing date and time for resubmission. But no such request would be entertained once the submission deadline has reached or bids are opened.
- 17.3 No bid can be submitted after the submission dead line is reached. The system time displayed on the e-procurement web page shall decide the submission dead line.
- 17.4 The documents in physical form as stated in Para 15.1 must be received by Company at the address specified in the "Forwarding

Letter” on or before the Bid Closing Date and Time as mentioned in the "Forwarding Letter". Timely delivery of the same at the address mentioned in the Forwarding Letter is the responsibility of the Bidders.

18.0 LATE BIDS:

Bidders are advised in their own interest to ensure that their bids are uploaded in system before the closing date and time of the bid. The documents in physical form if received by the Company after the deadline for submission prescribed by the Company shall be rejected and shall be returned to the Bidders in unopened condition immediately.

19.0 MODIFICATION AND WITHDRAWAL OF BIDS:

- 19.1 The Bidder after submission of Bid may modify or withdraw its Bid by written notice prior to Bid Closing Date & Time.
- 19.2 The Bidder's modification or withdrawal notice may also be sent by fax/e-mail but followed by a signed confirmation copy, postmarked not later than the deadline for submission of Bids.
- 19.3 No Bid can be modified or withdrawn subsequent to the deadline for submission of Bids.
- 19.4 Once a withdrawal letter is received from any bidder, the offer will be treated as withdrawn and no further claim/correspondences will be entertained in this regard.
- 19.5 No Bid can 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 and bidder shall also be debarred from participation in future tenders of OIL.

20.0 EXTENSION OF BID SUBMISSION DATE:

Normally no request for extension of Bid Closing Date & Time will be entertained. However, OIL at its discretion, may extend the Bid Closing Date and/or Time due to any reasons. In case of receipt of only one Bid on the Bid Closing Date and Time, OIL may extend the Bid Closing /Opening Date by 2(two) weeks. However, the bidder whose bid has been received within the bid closing date and time, will not be allowed to revise their Bid/prices. Withdrawal of such Bid is also not permitted.

21.0 BID OPENING AND EVALUATION:

- 21.1 Company will open the Technical Bids, including submission made pursuant to clause 19.0, in presence of Bidder's representatives who choose to attend at the date, time and place mentioned in the Forwarding Letter. However, an authorisation letter (as per **Proforma-I**) from the Bidder must be produced by the Bidder's

representative at the time of Bid Opening. Unless this Letter is presented, the representative will not be allowed to attend the Bid Opening. The Bidder's representatives who are allowed to attend the Bid Opening shall sign a register evidencing their attendance. Only one representative against each Bid will be allowed to attend. In technical bid opening, only "Technical RFx Response" will be opened. Bidders therefore should ensure that technical bid is uploaded in the "Technical RFx Response" Tab Page only in the E-portal.

- 21.2 In case of any unscheduled holiday or Bandh on the Bid Opening Date, the Bids will be opened on the next full working day. Accordingly, Bid Closing Date / time will get extended up to the next working day and time.
- 21.3 Bid for which an acceptable notice of withdrawal has been received pursuant to clause 19.0 shall not be opened. Company will examine bids to determine whether they are complete, whether requisite Bid Securities have been furnished, whether documents have been digitally signed and whether the bids are generally in order.
- 21.4 At bid opening, Company will announce the Bidder's names, written notifications of bid modifications or withdrawal, if any, the presence of requisite Bid Security(if called for), and such other details as the Company may consider appropriate.
- 21.5 Company shall prepare, for its own records, minutes of bid opening including the information disclosed to those present in accordance with the sub-clause 21.3.
- 21.6 Normally no clarifications shall be sought from the Bidders. However, for assisting in the evaluation of the bids especially on the issues where the Bidder confirms compliance in the evaluation and contradiction exists on the same issues due to lack of required supporting documents in the Bid (i.e. document is deficient or missing), or due to some statement at other place of the Bid (i.e. reconfirmation of confirmation) or vise versa, clarifications may be sought by OIL. In all the above situations, the Bidder will not be allowed to change the basic structure of the Bid already submitted by them and no change in the price or substance of the Bid shall be sought, offered or permitted.
- 21.7 Prior to the detailed evaluation, Company will determine the substantial responsiveness of each bid to the requirement of the Bid Documents. For purpose of these paragraphs, a substantially responsive bid is one, which conforms to all the terms and conditions of the Bid Document without material deviations or reservation. A material deviation or reservation is one which affects in any way substantial way the scope, quality, or performance of work, or which limits in any substantial way, in-consistent way with the Bid Documents, the Company's right or the bidder's obligations

under the contract, and the rectification of which deviation or reservation would affect unfairly the competitive position of other bidders presenting substantial responsive bids. The Company's determination of Bid's responsiveness is to be based on the contents of the Bid itself without recourse to extrinsic evidence.

- 21.8 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.
- 21.9 The Company may waive minor informality or nonconformity or irregularity in a Bid, which does not constitute a material deviation, provided such waiver, does not prejudice or affect the relative ranking of any Bidder.

22.0 OPENING OF PRICED BIDS:

- 22.1 Company will open the Priced Bids of the technically qualified Bidders on a specific date in presence of representatives of the qualified bidders. The technically qualified Bidders will be intimated about the Priced Bid Opening Date & Time in advance. In case of any unscheduled holiday or Bandh on the Priced Bid Opening Date, the Bids will be opened on the next working day.
- 22.2 deleted.
- 22.3 The Company will examine the Price quoted by Bidders to determine whether they are complete, any computational errors have been made, the documents have been properly signed, and the bids are generally in order.
- 22.4 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 there is a discrepancy between words, and figures, the amount in words will prevail. If any Bidder does not accept the correction of the errors, their Bid will be rejected.

23.0 CONVERSION TO SINGLE CURRENCY:

While evaluating the bids, the closing rate of exchange declared by State Bank of India on the day prior to price bid opening will be taken into account for conversion of foreign currency into Indian Rupees. Where the time lag between the opening of the price bids and final decision exceeds three months, the rate of exchange declared by State Bank of India on the date prior to the date of final decision will be adopted for conversion.

24.0 EVALUATION AND COMPARISON OF BIDS:

The Company will evaluate and compare the bids as per **BID REJECTION CRITERIA (BRC) / BID EVALUATION CRITERIA (BEC), PART-2** of the Bid Documents.

24.1 DISCOUNTS / REBATES:

Unconditional discounts/rebates, if any, given in the bid will be considered for evaluation.

24.2 Post bid or conditional discounts/rebates offered by any bidder shall not be considered for evaluation of bids. However, if the lowest bidder happens to be the final acceptable bidder for award of contract, and if they have offered any discounts/rebates, the contract shall be awarded after taking into account such discounts/rebates.

24.3 LOADING OF FOREIGN EXCHANGE:

~~There would be no loading of foreign exchange for deciding the inter-se ranking of domestic bidders.~~

24.4 EXCHANGE RATE RISK:

~~Since Indian bidders are now permitted to quote in any currency and also receive payments in that currency, Company will not be compensating for any exchange rate fluctuations in respect of the services.~~

24.5 REPATRIATION OF RUPEE COST:

~~In respect of foreign parties rupee payments made on the basis of the accepted rupee component of their bid, would not be repatriable by them. A condition to this effect would be incorporated by the Company in the contract.~~

25.0 CONTACTING THE COMPANY:

25.1 Except as otherwise provided in Clause 21.0 above, 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 sub-clause 21.7.

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

D. AWARD OF CONTRACT

26.0 AWARD CRITERIA:

The Company will award the Contract to the successful Bidder whose bid has been determined to be substantially responsive and has been determined as the lowest evaluated bid, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily.

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

Company reserves the right to accept or reject any or all bids and to annul the bidding process and reject all bids, at any time prior to award of contract, without thereby incurring any liability to the affected bidder, or bidders or any obligation to inform the affected bidder of the grounds for Company's action.

28.0 NOTIFICATION OF AWARD:

28.1 Prior to the expiry of the period of bid validity or extended validity, Company will notify the successful Bidder in writing by registered letter or by fax or E-mail (to be confirmed in writing by registered / couriered letter) that its Bid has been accepted.

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

28.3 Upon the successful Bidder's furnishing of Performance Security pursuant to Clause 29.0 below, the Company will promptly notify each un-successful Bidder and will discharge their Bid Security, pursuant to Clause 11.0 hereinabove.

29.0 PERFORMANCE SECURITY: Not applicable against this tender

30.0 SIGNING OF CONTRACT:

30.1 At the same time as the Company notifies the successful Bidder that its Bid has been accepted, the Company will either call the successful Bidder for signing of the agreement or send the Contract Form provided in the Bid Documents, along with the General & Special Conditions of Contract, Technical Specifications, Schedule of Rates incorporating all agreements agreed between the two parties.

30.2 Within 30 days of issue of LOA, the successful Bidder shall sign and date the contract and return it to the Company. Till the contract is signed, the LOA issued to the successful bidder shall remain binding amongst the two parties.

30.3 In the event of failure on the part of the successful Bidder to sign the contract within the period specified above or any other time period specified by Company, OIL reserves the right to terminate the LOA issued to the successful Bidder and invoke the Bid Security or the Performance Security if submitted by the successful Bidder. The party shall also be debarred for a period of 2(two) years from the date of default.

31.0 FURNISHING FRAUDULENT INFORMATION/DOCUMENTS:

If it is found that a bidder/Consultant has furnished fraudulent information / documents, the Bid Security/Performance Security shall be forfeited and the party shall be debarred for a period of

3(three) years from the date of detection of such fraudulent act besides the legal action.

32.0 CREDIT FACILITY:

Bidders should indicate clearly in the Bid about availability of any credit facility inclusive of Government to Government credits indicating the applicable terms and conditions of such credit.

33.0 MOBILISATION ADVANCE PAYMENT:

33.1 Request for advance payment shall not be normally considered. However, depending on the merit and at the discretion of the Company, advance against mobilisation charge may be given at an interest rate of 1% above the prevailing Bank rate (CC rate) of SBI from the date of payment of the advance till recovery/refund.

33.2 Advance payment agreed to by the Company shall be paid only against submission of an acceptable bank guarantee whose value should be equivalent to the amount of advance plus the amount of interest covering the period of advance. Bank guarantee shall be valid for 2 months beyond completion of mobilisation and the same may be invoked in the event of Consultant's failure to mobilise as per agreement.

33.3 In the event of any extension to the mobilisation period, Consultant shall have to enhance the value of the bank guarantee to cover the interest for the extended period and also to extend the validity of bank guarantee accordingly.

34.0 INTEGRITY PACT:

34.1 OIL shall be entering into an Integrity Pact with the Bidders as per format enclosed vide **Annexure-A** of the Bid Document. The Integrity Pact has been duly signed digitally by OIL's competent signatory and uploaded in the OIL's e-portal. The Integrity Pact shall be returned by the bidder (along with the technical Bid) duly signed by the same signatory who signed the Bid i.e. who is duly authorized to sign the Bid. Uploading the Integrity Pact in the OIL's E-portal with digital signature will be construed that all pages of the Integrity Pact has been signed by the bidder's authorized signatory who has signed the bid.

34.2 OIL has appointed Shri N. Gopalaswami, IAS (Retd), Ex-CEC and Shri R. C. Agarwal, IPS(Retd) as Independent Monitors(IEMs) for a period of 3(three) years to oversee implementation of Integrity Pact in OIL. Bidders may contact the Independent Monitors for any matter relating to the TENDER at the following addresses:

- a. Shri N. Gopalaswami, IAS(Retd), Ex-CEC,
Phone No. : 91-44-2834-2444(Res),91-9600144444(Cell);
E-mail: gopalaswamin@gmail.com
- b. Shri R. C. Agarwal, IPS(Retd), Phone No. : 91-11-

35.0 LOCAL CONDITIONS:

It is imperative for each Bidder to be fully informed themselves of all Indian as well as local conditions, factors and legislation which may have any effect on the execution of the work covered under the Bidding Document. The bidders shall be deemed, prior to submitting their bids to have satisfied themselves of all the aspects covering the nature of the work as stipulated in the Bidding Document and obtain for themselves all necessary information as to the risks, contingencies and all other circumstances, which may influence or affect the various obligations under the Contract.

No request will be considered for clarifications from the Company (OIL) regarding such conditions, factors and legislation. It is understood and agreed that such conditions, factors and legislation have been properly investigated and considered by the Bidders while submitting the Bids. Failure to do so shall not relieve the Bidders from responsibility to estimate properly the cost of performing the work within the provided timeframe. Company (OIL) will assume no responsibility for any understandings or representations concerning conditions made by any of their officers prior to award of the Contract. Company (OIL) shall not permit any Changes to the time schedule of the Contract or any financial adjustments arising from the Bidder's lack of knowledge and its effect on the cost of execution of the Contract.

36.0 SPECIFICATIONS:

Before submission of Bids, Bidders are requested to make themselves fully conversant with all Conditions of the Bid Document and other relevant information related to the works/services to be executed under the contract.

END OF PART - 1

&&&&

PART – 2

BID REJECTION / BID EVALUATION CRITERIA (BRC/BEC)

I. **BID REJECTION CRITERIA (BRC)** : The bid shall conform generally to the specifications and terms and conditions given in this bid document. Bids shall be rejected in case the services offered do not conform to required parameters stipulated in the technical specifications. Notwithstanding the general conformity of the bids to the stipulated specifications, the following requirements will have to be particularly met by the Bidders without which the same will be considered as non-responsive and rejected.

A. **TECHNICAL**: Bidders must meet the following criteria:

1.0 The Bidder should have **minimum of 5 years of experience in providing the ADC services** as mentioned in scope of work to any a Maharatna / Navratna PSU or a PSU/MNC/Private Sector company having at least an annual turnover of Rs.1,000 crores. Period in this regard shall be reckoned prior to the schedule closing date of submission of this bid. Bidders are required to submit documentary evidences like relevant pages of contracts/work orders along with completion certificate/payment certificate issued by the clients or any other documents showing details of work carried out to complete the full scope of work as enumerated in the Technical Specification etc.

1.2 The bidders shall quote for full Scope of Work and **required to refer to technical specification of the Bid for detailed scope of work for the services to be carried out.**

1.3 Financial Requirement :

1.3. 1 The bidder must have average annual financial turnover of at least of **Rs. 31.20 Lakhs** or equivalent in other foreign currency during last 03 (three) calendar years ending on 31 December 2013 (2011, 2012 & 2013). The proof of Annual Turnover should be either in the form of Audited Balance Sheet/Audited Annual Reports or Certificate from Chartered Accountant Firm indicating their Membership/ Code number along with Profit and Loss Account. These documents are to be submitted with the Technical Bid.

1.3.2 The bidder must have successfully completed aforesaid jobs during last seven years ending last day of the month previous to the one in which bids are invited as mentioned below:(for ascertaining the financial

capability)

- i) Three (3) assessment development center related consultancy jobs each cost not less than **Rs. 41.60 Lakhs** (or equivalent in foreign currency).

Or

- ii) Two (2) assessment development center related consultancy jobs each jobs each costing not less than **Rs. 52.00 Lakhs**

Or

- iii) One (1) assessment development center related consultancy jobs each jobs costing not less than **Rs. 83.20 Lakhs**

1.4 **Experience of Bidder's Personnel:**

- (i) The bidder shall deploy competent personnel, as required for different services as per requirements stipulated in the Scope of Work. The assessors should have industry experience of at least **15 years** out of which recent 5 years should be as assessor in a reputed firm engaged in running ADCs. Each of the assessors should have experience of having assessed at least 100 participants in ADCs. Period in this regard shall be reckoned from date of opening of Technical Bid.
- (ii) The consultant has to provide a list of at least 10 such prospective assessors (as per enclosed format) at the time of submission of bid proposal with their profile and experience data who meet the requirements as above. The assessors to be finalized from this list at the time of actual conduct of ADC in consultation with OIL. Any change/addition of assessors with requisite qualification and experience at a later stage would require prior written approval from OIL.

B. **COMMERCIAL :**

- 1.0 Bids are invited under **"SINGLE STAGE-TWO BID SYSTEM"** i.e. the bidders are required to submit both the **"TECHNO-COMMERCIAL UN-PRICED"** and **"PRICED"** bids online through electronic format in OIL's e-Tender portal within the Bid Closing Date and Time stipulated in the e-Tender. The **"Techno-Commercial Un priced Bid"** is to be submitted as per Scope of Work & Technical Specifications of the tender and the **"Price-Bid"** as per the online Price Bid Format. Any offer not complying with the above will be rejected straightaway.

- 2.0 In **"Techno-Commercial Un priced Bid opening"**, only the Technical RFX Folder will be opened. Therefore, the bidder should ensure that **TECHNO-COMMERCIAL UN-PRICED BID / ALL TECHNICAL**

DOCUMENTS RELATED TO THE TENDER including SIGNED & SCANNED COPY OF INTEGRITY PACT PROFORMA are uploaded in the Technical RFX Folder otherwise the offer will be rejected outright.

- 3.0 Prices/Rates should be quoted / maintained in the “online price schedule” only. The rates quoted in the “online price schedule” will only be considered. If no price is entered / maintained against any item, it will be considered that no charge is involved against that item.
- 4.0 Prices and rates quoted by the 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.
- 5.0 **Bid Validity** : Validity of the bid shall be minimum **4 months (120 days)** from Bid closing date. Bids with lesser validity will be rejected.
- 6.0 All the Bids must be Digitally Signed using “Class 3” digital certificate (e-commerce application) 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. The bid signed using other than “Class 3” digital certificate, will be rejected.
- 7.0 OIL shall be entering into an Integrity Pact with the bidders as per format enclosed vide **Annexure- A** 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 technical 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 straightway**. Uploading the Integrity Pact with digital signature will be construed that all pages of the Integrity Pact has been signed by the bidder’s authorized signatory who sign the bid.”
8. Bids received through the e-procurement portal shall only be acceptable. Bids received in any other form shall not be acceptable.

A. GENERAL

- a. The USER ID issued by Oil India Limited is not transferable and the bid must be submitted by the bidder in whose name the USER ID is issued. Bids received from any bidders who have not been issued USER ID by OIL will be rejected outright.
- b. Bidders are requested to submit their bid directly and not through their agents in India. Against this tender, either the Indian agent on behalf of the Principal/OEM or Principal/OEM itself can bid but both cannot bid. Simultaneously for the same item/product, if an agent

- submits bid on behalf of the Principal/OEM, the same agent shall not submit a bid on behalf of another Principal/OEM in the same tender for the same item/product.
- c. Any Bid containing a false statement shall be rejected.
 - d. The compliance statement should be digitally signed and uploaded along with the Techno-Commercial Bid (un-priced). In case bidder takes exception to any clause of tender document not covered under BEC/BRC, then the Company has the discretion to load or reject the offer on account of such exception if the bidder does not withdraw/modify the deviation when/as advised by the Company. The loading so done by the Company will be final and binding on the bidders.
 - e. If any clauses in the BRC contradict clauses elsewhere in the Bid Document, then the clauses in the BRC shall prevail.
 - f. Any exception or deviation to the tender requirements must be tabulated by the Bidder in their Techno-Commercial Bid only. Any additional information, terms or conditions included in the Price-Bid will not be considered by OIL for evaluation of the Tender.

II. BID EVALUATION CRITERIA (BEC)

The bids will be evaluated on Quality & Cost Based Selection (QCBS) basis.

(i) Evaluation of Technical Proposal

OIL shall evaluate each technical proposal taking into account the technical criteria as listed in the **Appendix C1** BEC. Each criterion shall be marked on a scale of 1 to 100. Then the total points shall be weighted to obtain the technical score **St**. The points and the criterion have been specified in **Appendix C1** of BEC.

Bidder scoring less than 75 points out of total 100 points towards technical score shall not be considered for further evaluation/ price bid opening. However, if no bid is successful to obtain, minimum qualifying marks of 75%, OIL reserves the right to reduce the qualifying mark up to 65%.

4.3 Evaluation of price bid

- a) The proposal with the **lowest cost (Fm)** shall be given financial score **(Sf) of 100 points**. The financial scores of other proposals should be computed as follows:

$$\mathbf{Sf = 100 \times Fm / F}$$

Where F= amount of financial proposal

- b) The total score shall be obtained by weighting the combined quality/technical and cost scores and adding them, as follows:

$$S = St \times Tw + Sf \times Fw$$

Where S = total score

St = combined technical score

Sf = combined financial score

Tw= weight assigned to technical score i.e. 0.7

Fw= weight assigned to financial score i.e. 0.3

- c) The successful bidder shall be the bidder having the highest score. In the event two or more bidder have same score in the final ranking, the bidder with higher/highest technical score shall be considered as successful bidder.

NOTES:

- i) In the event of computational error between unit price and total price, unit price shall prevail and adopted for evaluation.
- ii) Similarly, in the event of discrepancy between words and quoted figure, words will prevail .
- iii) Wherever bidder has submitted self certification, OIL reserves the right for verification about the authenticity of the claim.

(ii) General

- a. Discount:

Bidders are advised not to indicate any separate discount. Discount, if any should be merged with the quoted prices. Discount of any type indicated separately will not be taken into account for evaluation purpose. However in the event such offer without considering discount is found to be lowest, Corporation shall avail of such discount at the time of award of contract.

- b. The BEC over-rides all other similar clauses operating anywhere in the Bid Documents.

Appendix C1 Technical Scoring

Technical scoring criterion :

Bidders are required to fill up data against sub-criteria of Sl.No.1,2,3 & 4 for evaluation by OIL and to provide requisite details in Tables/formats provided. Bidders may use separate sheets, if required.

Sl. No.	Criteria	Maximum allotted Marks	Details to be specified or given in separate Annexures as specified in “Explanation for Technical Criteria”	Scoring Method
1	Experience	40.00		
(i)	Number of HR related consultancy assignments completed by the bidder during the last five years (cutoff date taken as the date of submission of bids) in a Maharatna / Navratna PSU or a PSU/MNC/Private Sector company having at least an annual turnover of Rs.1,000 crores.	10.00	Details to be provided in the format specified at Table 1	$\text{Max. allotted mark X } \frac{\text{Value of specific consultant}}{\text{Max value among all consultants}}$

Sl. No.	Criteria	Maximum allotted Marks	Details to be specified or given in separate Annexures as specified in “Explanation for Technical Criteria”	Scoring Method
(ii)	Number of Assessment /Development Centre related consultancy assignments completed by the bidder in the last five years (cutoff date taken as the date of submission of bids) in a Maharatna/Navratna PSU or a PSU/MNC/Private Sector company having at least an annual turnover of Rs.1, 000 crores.	10.00	Details to be provided in the format specified at Table 2	Max. allotted mark X $\frac{\text{Value of specific consultant}}{\text{Max value among all consultants}}$
(iii)	Number of Assessment / Development Centre related consultancy assignments completed by the bidder in the last ten years (cutoff date taken as the date of submission of bids) in Oil & Gas Sector Organizations.	10.00	Details to be provided in the format specified at Table 3	Max. allotted mark X $\frac{\text{Value of specific consultant}}{\text{Max value among all consultants}}$

Sl. No.	Criteria	Maximum allotted Marks	Details to be specified or given in separate Annexures as specified in “Explanation for Technical Criteria”	Scoring Method
(iv)	Number of Assessment /Development Centre related consultancy assignments having single order value of Rs.45 lakhs or more, completed by the bidder in last five years (cutoff date taken as the date of submission of bids)	10.00	Details to be provided in the format specified at Table 4	$\text{Max. allotted mark X } \frac{\text{Value of specific consultant}}{\text{Max value among all consultants}}$
2	Approach & Methodology	15.00		
(i)	Detailed Approach & Methodology for carrying out the ADC exercise in OIL	5.00	As per details provided in Explanation of technical Criteria	Team Marks

Sl. No.	Criteria	Maximum allotted Marks	Details to be specified or given in separate Annexures as specified in “Explanation for Technical Criteria”	Scoring Method
(ii)	Quality of tools (Particularly for assessment including the usage of standardized psychometric tools such as 16PF, NEO-PI, Kolb’s learning style inventory, etc.) supporting documents and data to be provided for robustness including reliability and validity of the tools proposed to be used to the extent possible.	5.00	As per details provided in Explanation of technical Criteria	Team Marks
(iii)	Approach for creating Individual Development Report (IDR) including development plan to be prepared post assessment.	5.00	As per details provided in Explanation of technical Criteria	Team Marks

Sl. No.	Criteria	Maximum allotted Marks	Details to be specified or given in separate Annexures as specified in “Explanation for Technical Criteria”	Scoring Method
3	Key Personnel	40.00		
(i)	Average experience of core team members proposed for the assignment (list of core team members should have at least 4 persons. In case of more than 4 persons, top four (04) persons as per submitted project organogram will be considered).	10.00	Curriculum Vitae of core team members to be attached. Also, details of core team members to be provided in format specified at Table 5 .	Max. allotted mark X $\frac{\text{Value of specific consultant}}{\text{Max value among all consultants}}$
(ii)	Total number of Assessment /Development Centre related consulting assignments handled by the core team members (at least 4 persons) proposed for the assignment (only completed assignments would be accepted). In case of more than 4 persons, top four (04) persons as per submitted project organogram will be considered).	10.00	Details to be provided in the format specified at Table 6 .	Max. allotted mark X $\frac{\text{Value of specific consultant}}{\text{Max value among all consultants}}$

Sl. No.	Criteria	Maximum allotted Marks	Details to be specified or given in separate Annexures as specified in “Explanation for Technical Criteria”	Scoring Method
(iii)	Number of Assessors earmarked for the project having industry experience of at least 15 years out of which recent 5 years as Assessor in a reputed firm engaged in running ADCs with experience of having assessed at least 100 participants in ADCs. Period in this regard shall be reckoned from date of opening of Technical Bid.	10.00	Details to be provided in the format specified at Table 7	Max. allotted mark X $\frac{\text{Value of specific consultant}}{\text{Max value among all consultants}}$
(iv)	Profile and experience of the prospective assessors to be deployed for OIL project (Average experience as assessors will be taken into consideration)	10.00	Curriculum Vitae of prospective assessors to be attached. Also details of prospective assessors to be provided in format specified at Table 8 .	Max. allotted mark X $\frac{\text{Value of specific consultant}}{\text{Max value among all consultants}}$

Sl. No.	Criteria	Maximum allotted Marks	Details to be specified or given in separate Annexures as specified in “Explanation for Technical Criteria”	Scoring Method
4	Knowledge Transfer	5.00		
(i)	Details of documents/ templates related to assessment/evaluation of participants during the development centre exercise, i.e. tool/competency wise assessment/evaluation sheet, methodology for scoring, etc. and orienting key OIL project personnel (at least 7-8 persons) towards assessment framework	5.00	As per details provided in Explanation of technical Criteria	Team Marks
Overall		100		

Bids from all bidders shall be evaluated and points shall be allocated based on the documents submitted/presentation given by the bidders. Individual points given for each criteria shall be summed up for obtaining the total score/ mark of each bidder.

The score/ marks obtained by the bidder will be their combined technical score (St).

Bidder scoring less than 75 points out of total 100 points towards technical score shall not be considered for further evaluation/ opening of price bid. However, if no bid is successful to obtain, minimum qualifying marks of 75%, OIL reserves the right to reduce the qualifying mark up to 65%.

The decision of the team of OIL representatives, to select the technically acceptable bid(s) on the basis of their evaluation, will be final and binding on the bidders. Contract will be awarded to the bidder getting highest Combined score evaluated in the above evaluation procedure.

Explanation of Technical Criteria

1. Size and Experience

(i) Number of HR related consultancy assignments completed by the bidder during the last five years (cutoff date taken as the date of submission of bids) in a Maharatna/Navratna PSU or a PSU/MNC/Private Sector company having at least an annual turnover of Rs. 1,000 crores.

Total number of HR related consultancy assignments completed by the bidder in a Maharatna/Navratna PSU or a PSU/MNC/Private Sector company having at least an annual turnover of Rs. 1,000 crores in last five years wherein cutoff date would be taken as date of submission of bids. 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 1**. In support of the annual turnover of the client, bidder is required to submit the copies of audited financial results of the client (Balance Sheet and Profit & Loss Account)/Annual Report for the relevant year.

(ii) Number of Assessment/Development Centre related consultancy assignments completed by the bidder in the last five years (cutoff date taken as the date of submission of bids) in a Maharatna/Navratna PSU or a PSU/MNC/Private Sector company having at least an annual turnover of Rs. 1,000 crores.

Total number of Assessment/Development Centre related consultancy assignments completed by the bidder in a Maharatna/Navratna PSU or a PSU/MNC/Private Sector company having at least an annual turnover of Rs. 1,000 crores in last five years wherein cutoff date would be taken as date of submission of bids. Details in terms of client name, address, contact person, contact no., job title, annual turnover, period of assignment, etc., certified by the authorized signatory of the consultant, have to be provided in the format given in **Table 2**. In support of the annual turnover of the client, bidder is required to submit the copies of audited financial results of the client (Balance Sheet and Profit & Loss Account) /Annual Report for the relevant year.

(iii) Number of Assessment/Development Centre related consultancy assignments completed by the bidder in the last ten years (cutoff date taken as the date of submission of bids) in Oil & Gas Sector Organizations.

Total number of Assessment/Development Centre related consultancy assignments completed by the bidder in Oil & Gas Sector Organizations in last ten years wherein cutoff date would be taken as date of submission of bids. 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 3**.

(iv) Number of Assessment/Development Centre related consultancy assignments having single order value of Rs. 45 Lakh or more, completed by the bidder in last five years (cutoff date taken as the date of submission of bids)

Total number of Assessment/Development Centre related consultancy assignments having single order value of Rs. 45 Lakh or more, completed by the bidder in last five years wherein cutoff date would be taken as date of submission of bids. Details in terms of client name, address, contact person, contact no., job title, date of assignment and date of completion, value of the assignment certified by the authorized signatory of the consultant, have to be provided in the format given in **Table 4**.

2. Approach & Methodology:

(i) Detailed Approach & Methodology for carrying out the ADC exercise in OIL

Approach & Methodology to be submitted by the bidder should indicate the following:

- Organogram for the assignment
- Responsibility of each team member
- Tentative schedule/roadmap for the entire assignment
- Detailed Approach/ Methodology to be adopted for conducting this assignment
- Any other details that the bidder may like to mention

(ii) Quality of tools

(Particularly for assessment including CII or BEI and the usage of standardized psychometric tools such as 16PF, NEO-PI, Kolb's learning style inventory, etc). Supporting documents and data to be provided for robustness including reliability and validity of the tools proposed to be used to the extent possible.

The bidder should furnish details about rigorousness of CII/BEI tool to be deployed in OIL's project. The information should include typical length of CII/BEI, audio recording and subsequent quantitative coding process of the transcriptions of recorded interviews, method for ascertaining reliability such as multiple coder reliability check, report format on individual CII/BEI with coding data, etc. In addition, Bidder should mention the details of the

proposed basket of tools which will be used for assessment of participants through the ADC. Bidder should submit supporting documents and data providing details of robustness including reliability and validity of the tools to the extent possible. Standardized psychometric tool such as 16PF, NEO-PI, Kolb's learning style inventory, etc. should be part of the proposed basket of tools to be used for assessment.

(iii) Approach for creating Individual Development Report (IDR) including development plan to be prepared post assessment

Bidder is required to submit the template/format of Individual Development Report (IDR) to be prepared for each participant post Assessment/Development Centre. This may include action plan for improvement on identified competencies and other interventions at an individual as well as group level.

3. Key Personnel to be engaged in OIL's assignment

i. Average experience of core team members proposed for the assignment (list of core team members should have at least 4 persons)

Bidder should submit the details regarding the experience of the core team members proposed for this assignment in the format specified at Table 5 along with the curriculum vitae of the members. In case of more than 4 core persons, top four (04) persons as per submitted project organogram (directly associated with the project) will be considered.

ii) Total number of Assessment/ Development Centre related consulting assignments handled by the core team members (at least 4 persons) proposed for the assignment (only completed assignments would be accepted)

Bidder should submit the list of Assessment/Development Centre related consulting assignments handled by the core team members proposed for the assignment. Details in terms of names of key personnel, client name, address, contact person, contact no., job title, year of assignment and year of completion of assignment, certified by the authorized signatory of the consultant, have to be provided in the format given in **Table 6**. In case of more than 4 persons, top four (04) persons as per submitted project organogram will be considered).

iii) Number of assessors having requisite experience, on the rolls/panel of the consultant (as on the date of submission of the bids)

Number of Assessors earmarked for the project having industry experience of at least 15 years out of which recent 5 years as Assessor in a reputed firm engaged in running ADCs with experience of having assessed at least 100 participants in ADCs. Period in this regard shall be reckoned from date of opening of Technical Bid. Bidder should furnish the number of assessors having above experience on his rolls/panel in the format specified at Table 7.

iv) **Profile and experience of the prospective assessors to be deployed for OIL project (Average experience will be taken) into consideration**

Bidder should submit the profile and experience of the prospective assessors proposed to be deployed in the OIL's project along with the curriculum vitae of the assessors who will be deployed in the OIL's project. Details to be provided in the format specified at **Table 8**.

4. Knowledge Transfer

(i) Details of documents/templates related to assessment/ evaluation of participants during the development centre exercise, i.e. tool/competency wise assessment/evaluation sheet, methodology for scoring etc. and orienting key OIL project personnel (7-8 persons) towards assessment framework

Bidder should provide approach towards orienting key OIL project personnel (7-8 persons) towards assessment framework along with details of documents/templates related to assessment/evaluation of participants during the development centre exercise i.e. tool/competency wise assessment/evaluation sheet, methodology for scoring, etc.

Table – 1

No. of HR related consultancy assignments completed in the last five years

Name of the Bidder:

Client Name	Country	Address	Job Title	Period of assignment		Contact person	Contact No & Email	Annual turnover of the client during the period of assignment*
				Starting date	Completion date			
Total No.								

*In case of a PSU/MNC/Private Sector Company having at least an annual turnover of Rs.

Signature of authorized signatory of the bidder:

Date :

Seal

Table – 2

Number of Assessment/Development Centre related consultancy assignments completed in the last five years

Name of the Bidder:

Client Name	Country	Address	Job Title	Period of assignment		Contact person	Contact No & Email	Annual turnover of the client during the period of assignment*
				Starting date	Completion date			
Total No.								

* In case of a PSU/MNC/Private Sector Company having at least an annual turnover of Rs.

Signature of authorized signatory of the bidder:

Date :

Seal

Table – 3

Number of Assessment/Development Centre related consultancy assignments completed in Oil & Gas Sector Organization in the last ten years

Name of the Bidder:

Client Name	Country	Address	Job Title	Period of assignment		Contact person	Contact No & Email
				Starting date	Completion date		
Total No.							

Signature of authorized signatory of the bidder:

Date :

Seal

Table – 4

Number of Assessment/Development Centre related consultancy assignments having single order value of Rs.45 lakh or more completed in the last five years.

Client Name	Country	Address	Job Title	Period of assignment		Single Order value of assignment	Contact persons	Contact No & Email
				Starting date	Completion date			
Total								
No.								

Name of the Bidder:

Signature of authorized signatory of the bidder:

Date :

Seal

Table 5

Average experience of core team members proposed for the assignment
(tentative list of core team members should have minimum 4 personnel)

Name of core team member proposed for the assignment	Qualification	Relevant experience (no. of years)
Average experience of core team members (No. of years)		

Signature of authorized signatory of the bidder:

Date :

Seal

Table 6

Total number of Assessment / Development Centre related consulting assignments handled by the core team members (at least 4 persons) proposed for the assignment

Name of Bidder:

Name of Core Team member:

Client Name	Address	Job Title	Period of Assignment		Contact persons	Contact No.& Email
			Starting date	Completion date		
Total No.						

- For this criteria, separate sheets to be provided in respect of each core team member

Signature of authorized signatory of the bidder:

Date :

Seal

Table 7

Number of Assessors earmarked for the project having industry experience of at least 15 years out of which recent 5 years as Assessor in a reputed firm engaged in running ADCs with experience of having assessed at least 100 participants in ADCs

Name of the Assessor	Relevant experience (No. of assessment/development Centres conducted)			
	Industry Experience in years	Years of experience as assessor (last five years)	Names of consultancy firms where worked as assessors	Total number of persons assessed in last 5 years

Signature of authorized signatory of the bidder:

Date :

Seal

Table 8

Profile and experience of the assessors (tentative list) to be deployed for OIL project (Average experience will be taken into consideration)

Name of the Assessor	Year of experience	Relevant experience (of conducting assessment/development centres)(in years)	No. of Assessment/Development centres conducted	Qualification details	Contact Details

Signature of authorized signatory of the bidder:

Date :

Seal

ILLUSTRATION OF BID EVALUATION:

EXAMPLE FOR UNDERSTANDING TO THE BIDDERS ONLY

	Bidder 1	Bidder 3	Bidder 3
Overall Technical Score (St)	82/100	89/100	92/100
Technical Score (St x Tw)	82/100 x 70 = 57.4	89/100 x 70 = 62.30	92/100 x 70 = 64.40
Financial Proposal (Bidder's quoted price) (F)	55,00,000	50,00,000	45,00,000
Pricing Score (Sf x Fw) = (Fm/F)*100* Fw	45/55 x 30 = 24.54	45/50 x 30 = 27.00	45/45 x 30 = 30
Combined Score S= (St x Tw)+(Sf x Fw)	81.94	89.30	94.40
Bid Rank	3rd	2nd	1st

END OF PART – 2

&&&&

SECTION-I

GENERAL CONDITIONS OF CONTRACT

1.0 DEFINITIONS:

1.1 In the contract, the following terms shall be interpreted as indicated:

- (a) "The Contract" means agreement entered into between Company and Consultant, as recorded in the contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein;
- (b) "The Contract Price" means the price payable to Consultant under the contract for the full and proper performance of its contractual obligations;
- (c) "The Work" means each and every activity required for the successful performance of the services described in Section II, the Terms of Reference.
- (d) "Company" or "OIL" means Oil India Limited;
- (e) "Consultant" means the Consultant performing the work under this Contract.
- (f) "Consultant's Personnel" means the personnel to be provided by the Consultant to provide services as per the contract.
- (g) "Services" means the work specified in Section-II, Part-3 and all other obligations to be complied with by Consultant pursuant to and in accordance with the terms of this contract.
- (h) "Specification" means the description of the Services and/or Equipment set out in Section-II
- (i) "Company's Personnel" means the personnel to be provided by OIL or OIL's Consultant (other than the Consultant executing the Contract). The Company representatives of OIL are also included in the Company's personnel.
- (j) "Gross Negligence" means any act or failure to act (whether sole, joint or concurrent) by a person or entity which was intended to cause, or which was in reckless disregard of or wanton indifference to, avoidable and harmful consequences such person or entity knew, or should have known, would result from such act or failure to act. Notwithstanding the foregoing, Gross negligence shall not include any action taken in good faith for the safeguard of life or property.

- (k) “Willful Misconduct” means intentional disregard of good and prudent standards of performance or proper conduct under the Contract with knowledge that it is likely to result in any injury to any person or persons or loss or damage of property.
- 2.0 **EFFECTIVE DATE, MOBILISATION TIME, DATE OF COMMENCEMENT OF THE CONTRACT AND DURATION OF CONTRACT:**
- 2.1 **EFFECTIVE DATE:** The contract shall become effective as of the date Company notifies Consultant in writing (through Letter of Award) that it has been awarded the contract. Such date of notification of award of Contract will be the Effective Date of Contract.
- 2.2 **MOBILISATION TIME:** The Consultant shall have to complete mobilization within 30 days from date of issue of LOA (Letter of Award). Mobilisation shall be deemed to be completed when Consultant is ready with requisite manpower, equipment etc. to commence the Work/services as envisaged under the Contract and as certified by Company. This date and time will be treated as date of completion of mobilization.
- 2.3 **DATE OF COMMENCEMENT OF CONTRACT:** The date on which the mobilization is completed in all respects and the Consultant is in readiness to commence the work shall be treated as date of commencement of Contract.
- 2.4 **DURATION OF CONTRACT:** The duration of the Contract will be for two years (**24 months**) from the date of Commencement of the Contract and may be extended by **Six months** at the same rates and terms and conditions.
- 3.0 **GENERAL OBLIGATIONS OF CONSULTANT:** Consultant shall, in accordance with and subject to the terms and conditions of this Contract:
- 3.1 Perform the work described in the Terms of Reference (Section II) in most economic and cost effective manner.
- 3.2 Except as otherwise provided in the Terms of Reference and the special Conditions of the contract provide all labour as required to perform the work.
- 3.3 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 the successful and timely completion of the work.
- 3.4 Consultant shall be deemed to have satisfied himself before submitting his 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, cover all its obligations under the contract.

- 3.5 Consultant shall give or provide all necessary supervision during the performance of the services and as long thereafter within the warranty period as Company may consider necessary for the proper fulfilling of Consultant's obligations under the contract.
- 4.0 **GENERAL OBLIGATIONS OF THE COMPANY:** Company shall, in accordance with and subject to the terms and conditions of this contract:
- 4.1 Pay Consultant in accordance with terms and conditions of the contract.
- 4.2 Allow Consultant and his personnel access, subject to normal security and safety procedures, to all areas as required for orderly performance of the work.
- 4.3 Perform all other obligations required of Company by the terms of the contract.
- 5.0 **PERSONNEL TO BE DEPLOYED BY CONSULTANT**
- 5.1 Consultant warrants that they will provide competent, qualified and sufficiently experienced personnel to perform the work correctly and efficiently and shall ensure that such personnel observe applicable Company and statutory safety requirement. Upon Company's written request, Consultant, entirely at their own expense, shall remove immediately, from assignment to the work, any personnel of the Consultant determined by the Company to be unsuitable and shall promptly replace such personnel with personnel acceptable to the Company without affecting Company's work.
- 5.2 The Consultant shall be solely responsible throughout the period of the contract for providing all requirements of their personnel including but not limited to, their transportation to & fro, local boarding, lodging & medical attention etc. Company shall have no responsibility or liability in this regard unless specified otherwise elsewhere in bid/ contract document.
- 5.3 Consultant's key personnel shall be fluent in English language (both writing and speaking).
- 6.0 **WARRANTY AND REMEDY OF DEFECTS**
- 6.1 Consultant warrants that it shall perform the work in a professional manner and in accordance with their highest degree of quality, efficiency, and with the state of the art technology/inspection services and in conformity with all specifications, standards and drawings set forth or referred to in the Technical Specifications. They should comply

with the instructions and guidance, which Company may give to the Consultant from time to time.

- 6.2 Should Company discover at any time during the tenure of the Contract or within 3(three) months after completion of the Contract that the work does not conform to the foregoing warranty, Consultant shall after receipt of notice from Company, promptly perform any and all corrective work required to make the services conform to the Warranty. Such corrective Work shall be performed entirely at Consultant's own expenses. If such corrective Work is not performed within a reasonable time, the Company, at its option may have such remedial Work performed by others and charge the cost thereof to Consultant subject to a maximum of the contract value payable for the defective work which needs corrective action which the Consultant must pay promptly. In case Consultant fails to perform remedial work, or pay promptly in respect thereof, the performance security shall be forfeited.

7.0 **CONFIDENTIALITY, USE OF CONTRACT DOCUMENTS AND INFORMATION:**

- 7.1 Consultant shall not, without Company's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing pattern, sample or information furnished by or on behalf of Company in connection therewith, to any person other than a person employed by Consultant in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far, as may be necessary for purposes of such performance with prior permission from Company. However, nothing hereinabove contained shall deprive the Consultant of the right to use or disclose any information:
- (a) which is possessed by the Consultant, as evidenced by the Consultant's written records, before receipt thereof from the Company which however the Consultant shall immediately inform to Company ; or
 - (b) which is required to be disclosed by the Consultant pursuant to an order of a court of competent jurisdiction or other governmental agency having the power to order such disclosure, provided the Consultant uses its best efforts to provide timely notice to Company of such order to permit Company an opportunity to contest such order subject to prior permission from Company.
- 7.2 Consultant shall not, without Company's prior written consent, make use of any document or information except for purposes of performing the contract.

- 7.3 Any document supplied to the Consultant in relation to the contract other than the Contract itself remain the property of Company and shall be returned (in all copies) to Company on completion of Consultant's performance under the Contract if so required by Company. However, the above obligation shall not extend to information which:
- i) is, at the time of disclosure, known to the public which Consultant shall immediately inform Company ;
 - ii) is lawfully becomes at a later date known to the public through no fault of Consultant subject to Consultant's undertaking that no information has been divulged by them to the public;
 - iii) is lawfully possessed by Consultant before receipt thereof from Company which should be immediately informed to Company;
 - iv) is developed by Consultant independently of the information disclosed by Company which should be shared with the Company;
 - v) Consultant is required to produce before competent authorities or by court order subject to prior permission from Company;
- 8.0 **TAXES:**
- 8.1 Tax levied on Consultant as per the provisions of Indian Income Tax Act and any other enactment/rules on income derived/payments received under the contract will be on Consultant's account.
- 8.2 Consultant shall be responsible for payment of personal taxes, if any, for all the personnel deployed in India by Consultant.
- 8.3 The Consultant shall furnish to the Company, if and when called upon to do so, relevant statement of accounts or any other information pertaining to work done under the contract for submitting the same to the Tax authorities, on specific request from them in accordance with provisions under the law. Other than the information provided by the Consultant, the Consultant shall not be responsible for any inaccurate information provided by the Company to the Tax authorities and the Company shall indemnify the Consultant for all claims, expenses, costs or losses of any nature arising from such inaccuracy. Consultant shall be responsible for preparing and filing the return of income etc. within the prescribed time limit to the appropriate authority.
- 8.4 Prior to start of operations under the contract, the Consultant shall furnish the Company with the necessary documents, as asked for by the Company and/ or any other information pertaining to the contract, which may be required to be submitted to the Income Tax authorities at

the time of obtaining "No Objection Certificate" for releasing payments to the Consultant.

- 8.5 Corporate income tax will be deducted at source from the invoice at the specified rate of income tax as per the provisions of Indian Income Tax Act as may be in force from time to time and Company will issue TDS Certificate to the Consultant as per the provisions of Income Tax Act.
- 8.6 Corporate and personnel taxes on Consultant shall be the liability of the Consultant and the Company shall not assume any responsibility on this account.
- 8.7 All local taxes, levies and duties, sales tax, octroi, etc. on purchases and sales made by Consultant (except customs duty) shall be borne by the Consultant.
- 8.8 Service Tax: The price excludes Services Tax and the service tax as applicable shall be to the Company account. The Service tax amount on the taxable part of the services provided by the Consultant shall be paid by the Company as per provisions of the Service Tax Act.
- 9.0 **INSURANCE**:
- 9.1 The Consultant shall arrange insurance to cover all risks in respect of their personnel, materials and equipment belonging to the Consultant or its sub Consultant (if applicable) during the currency of the contract including the third party items/consumables. For materials/equipment belong to the Consultant or its sub-Consultant, Consultant may self-insure the same.
- 9.2 Consultant shall at all time during the currency of the contract provide, pay for and maintain the following insurances amongst others :
- a) Workmen compensation insurance as required by the laws of the country of origin of the employee.
 - b) Employer's Liability Insurance as required by law in the country of origin of employee.
 - c) General Public Liability Insurance or Comprehensive General Liability insurance covering liabilities including contractual liability for bodily injury, including death of persons, and liabilities for damage of property. This insurance must cover all operations of Consultant required to fulfil the provisions under this contract.
 - d) Consultant's equipment used for execution of the work hereunder shall have an insurance cover with a suitable limit (as per international standards) except when tools / equipment are below Rotary Table or in the well bore or Consultant may self-insure its tools/ equipment.

- e) Automobile Public Liability Insurance covering owned, non-owned and hired automobiles used in the performance of the work hereunder, with bodily injury limits and property damage limits as governed by Indian Insurance regulations.
 - f) Public Liability Insurance as required under Public Liability Insurance Act 1991, if applicable.
- 9.3 Any deductible set forth in any of the above insurance shall be borne by Consultant.
- 9.4 Consultant shall furnish to Company prior to commencement date, certificates of all its insurance policies covering the risks mentioned above.
- 9.5 If any of the above policies expire or are cancelled during the term of this contract and Consultant fails for any reason to renew such policies, then the Company will renew/replace same and charge the cost thereof to Consultant. Should there be a lapse in any insurance required to be carried out by the Consultant for any reason whatsoever, loss/damage claims resulting there from shall be to the sole account of Consultant.
- 9.6 Consultant shall require all of his sub-Consultant to provide such of the foregoing insurance coverage as Consultant is obliged to provide under this Contract and inform the Company about the coverage prior to the commencement of agreements with its sub-Consultants.
- 9.7 All insurance taken out by Consultant or their sub-Consultant shall be endorsed to provide that the underwriters waive their rights of recourse on the Company and to the extent of the liabilities assumed by Consultant under this Contract.
- 10.0 **CHANGES:**
- 10.1 During the performance of the work, Company may make minor change to take care of any supplementary work within the general scope of this Contract including, but not limited to, changes in methodology, and minor additions to or deletions from the work to be performed. Consultant shall perform the work as changed. Changes of this nature will be affected by written order by the Company.
- 10.2 If any change result in an increase in compensation due to Consultant or in a credit due to Company, Consultant shall submit to Company an estimate of the amount of such compensation or credit in a form prescribed by Company. Such estimates shall be based on the rates shown in the Schedule of Rates (Section IV). Upon review of Consultant's estimate, Consultant shall establish and set forth in the Change Order the amount of the compensation or credit for the change or a basis for determining a reasonable compensation or credit for the change. If Consultant disagrees with compensation or credit set forth in

the Change Order, Consultant shall nevertheless perform the work as changed, and the parties will resolve the dispute in accordance with Clause 13 hereunder. Consultant's performance of the work as changed will not prejudice Consultant's request for additional compensation for work performed under the Change Order.

11.0 FORCE MAJEURE:

11.1 In the event of either party being rendered unable by 'Force Majeure' to perform any obligation required to be performed by them under the contract, the relative obligation of the party affected by such 'Force Majeure' will stand suspended for the period during which such cause lasts. 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 Consultant), acts of government of the two parties, which makes performance impossible or impracticable 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.

11.2 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.

11.3 Should 'force majeure' condition as stated above occurs and should the same be notified within seventy two (72) hours after its occurrence the 'force majeure' rate shall apply for the first fifteen days. Parties will have the right to terminate the Contract if such 'force majeure' conditions continue 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 force majeure period unless otherwise agreed to.

12.0 TERMINATION:

12.1 **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 the extension period, if exercised by Company under the provision of the Contract.

12.2 **TERMINATION ON ACCOUNT OF FORCE MAJEURE:** Either party shall have the right to terminate this Contract on account of Force Majeure as set forth in Article 11.0 above.

12.3 **TERMINATION ON ACCOUNT OF INSOLVENCY:** In the event that the Consultant or its collaborator 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 Consultant's rights and privileges hereunder, shall stand terminated forthwith.

- 12.4 **TERMINATION FOR UNSATISFACTORY PERFORMANCE:** If the Company considers that, the performance of the Consultant is unsatisfactory, or not upto the expected standard, the Company shall notify the Consultant in writing and specify in details the cause of the dissatisfaction. The Company shall have the option to terminate the Contract by giving 15 days notice in writing to the Consultant, if Consultant fails to comply with the requisitions contained in the said written notice issued by the Company.
- 12.5 **TERMINATION DUE TO CHANGE OF OWNERSHIP & ASSIGNMENT:** In case the Consultant's rights and /or obligations under this Contract and/or the Consultant'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 this Contract.
- 12.6 If at any time during the term of this Contract, breakdown of Consultant's equipment results in Consultants being unable to perform their obligations hereunder for a period of 15 successive days, 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.
- 12.7 Notwithstanding any provisions herein to the contrary, the Contract may be terminated at any time by the Company on giving 30 (thirty) days written notice to the Consultant due to any other reason not covered under the above clause from 12.1 to 12.6 and in the event of such termination the Company shall not be liable to pay any cost or damage to the Consultant except for payment for services as per the Contract upto the date of termination including the De-mob cost, if any.
- 12.8 **CONSEQUENCES OF TERMINATION:** In all cases of termination herein set forth, the relative obligations of the parties to the Contract shall be limited to the period up to the date of termination. Notwithstanding the termination of this Contract, the parties shall continue to be bound by the provisions of this Contract that reasonably require some action or forbearance after such termination.
- 12.9 Upon termination of this Contract, Consultant shall return to Company all of Company's items, which are at the time in Consultant's possession.

12.10 In the event of termination of contract, Company will issue Notice of termination of the contract with date or event after which the contract will be terminated. The contract shall then stand terminated and the Consultant shall demobilize their personnel & materials.

13.0 SETTLEMENT OF DISPUTES AND ARBITRATION:

13.1 Arbitration(Applicable for Suppliers/Consultants other than PSU) :

Except as otherwise provided elsewhere in the contract, if any dispute, difference, question or disagreement arises between the parties hereto or their respective representatives or assignees, in connection with construction, meaning, operation, effect, interpretation of the contract or breach thereof which parties are unable to settle mutually, the same shall be referred to Arbitration as provided hereunder :

1. A party wishing to commence arbitration proceeding shall invoke Arbitration Clause by giving 30 days notice to the other party. The notice invoking arbitration shall specify all the points of dispute with details of the amount claimed to be referred to arbitration at the time of invocation of arbitration and not thereafter. If the claim is in foreign currency, the claimant shall indicate its value in Indian Rupee for the purpose of constitution of the arbitral tribunal.
2. The number of arbitrators and the appointing authority will be as under:

Claim amount (excluding claim for interest and counter claim, if any)	Number of Arbitrator	Appointing Authority
Upto Rs. 5 Crore	Sole Arbitrator	OIL
Above Rs. 5 Crore	3 Arbitrators	One Arbitrator by each party and the 3 rd Arbitrator, who shall be the presiding Arbitrator, by the two Arbitrators.

3. The parties agree that they shall appoint only those persons as arbitrators who accept the conditions of the arbitration clause. No person shall be appointed as Arbitrator or Presiding Arbitrator who does not accept the conditions of the arbitration clause.
4. Parties agree that there will be no objection if the Arbitrator appointed holds equity shares of OIL and/or is a retired officer

of OIL/any PSU. However, neither party shall appoint its serving employees as arbitrator.

5. If any of the Arbitrators so appointed dies, resigns, becomes incapacitated or withdraws for any reason from the proceedings, it shall be lawful for the concerned party/arbitrators to appoint another person in his place in the same manner as aforesaid. Such person shall proceed with the reference from the stage where his predecessor had left if both parties consent for the same; otherwise, he shall proceed de novo.
6. Parties agree that neither shall be entitled for any pre-reference or pendente-lite interest on its claims. Parties agree that any claim for such interest made by any party shall be void.
7. The arbitral tribunal shall make and publish the award within time stipulated as under:

Amount of Claims and counter claims(excluding interest)	Period for making and publishing of the award(counted from the date of first meeting of the Arbitrators)
Upto Rs. 5 Crore	Within 8 months
Above Rs. 5 Crore	Within 12 months

The above time limit can be extended by Arbitrator, for reasons to be recorded in writing, with the consent of the other parties.

8. If after commencement of the arbitration proceedings, the parties agree to settle the dispute mutually or refer the dispute to conciliation, the arbitrators shall put the proceedings in abeyance until such period as requested by the parties.
9. Each party shall be responsible to make arrangements for the travel and stay etc. of the arbitrator pointed by it. Claimant shall also be responsible for making arrangements for travel/stay arrangements of the Presiding Arbitrator and the expenses incurred shall be shared equally by the parties.

In case of sole arbitrator, OIL shall make all necessary arrangements for his travel, stay and the expenses incurred shall be shared equally by the parties.

10. The Arbitration shall be held at the place from where the contract has been awarded. However, parties to the contract can agree for a different place for the convenience of all concerned.

11. The Arbitrator(s) shall give reasoned and speaking award and it shall be final and binding on the parties.
12. Subject to aforesaid, provisions of the Arbitration and Conciliation Act, 1996 and any statutory modifications or re-enactment thereof shall apply to the arbitration proceedings under this clause.

13.2 Arbitration (applicable in case of Contract awarded on Public Sector Enterprise) :

In the event of any dispute or difference relating to, arising from or connected with the Contract, such dispute or difference shall be referred by either party to the arbitration of one of the Arbitrators in the Department of Public Enterprises, to be nominated by the Secretary to the Government of India, In-Charge of the Bureau of Public Enterprises. The Arbitration and Conciliation Act 1996 shall not be applicable to the Arbitration under this clause. The award of the Arbitrator shall be binding upon the parties to the dispute, provided however, any party aggrieved by such award may make a further reference for setting aside or revision of the award to the Law Secretary, Deptt. of Legal Affairs, Ministry of Law and Justice, Government of India. Upon such reference, the dispute shall be decided by the Law Secretary or the Special Secretary/Additional Secretary, whose decision shall bind the parties finally and conclusively. The parties in the dispute will share equally the cost of the arbitration as intimated by the Arbitrator.

The venue of all arbitrations under both 13.1 & 13.2 will be Delhi/ NOIDA. The award made in pursuance thereof shall be binding on the parties.

14.0 NOTICES:

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

<u>Company</u>	
a) <u>For contractual matters</u>	b) <u>For technical matters</u>
GGM(C&P) OIL INDIA LIMITED FC-24, 5TH FLOOR, SECTOR-16A, IT INFRASTRUCTURE BUILDING NOIDA – 201 301 UTTAR PRADESH Fax No. 0120-2488327	Mr. DEBNISH SARMA SR. MANAGER (PERSONNEL) OIL INDIA LIMITED, PLOT NO. 19, SECTOR 16 NOIDA
	E-MAIL : debnishsarma@oilindia.in PH NO. +919910700781

E-MAIL: corp_c&p@oilindia.in; cemg_c&p@oilindia.in	
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c) **Consultant**

Fax No. :

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

15.0 **SUBCONTRACTING/ASSIGNMENT:**

15.1 Consultant shall not subcontract, transfer or assign the contract, in full or any part under this contract, to any third party (ies). Except for the main services under this contract, Consultant may sub-contract the petty support services subject to Company's prior approval. However, Consultant shall be fully responsible for complete execution and performance of the services under the Contract.

16.0 **MISCELLANEOUS PROVISIONS:**

16.1 Consultant shall give notices and pay all fees at their own cost required to be given or paid by any National or State Statute, Ordinance, or other Law or any regulation, or bye-law of any local or other duly constituted authority as may be in force from time to time in India, in relation to the performance of the services and by the rules & regulations of all public bodies and companies whose property or rights are affected or may be affected in any way by the services.

16.2 Consultant shall conform in all respects with the provisions of any Statute, Ordinance of Law as aforesaid and the regulations or bye-law of any local or other duly constituted authority which may be applicable to the services and with such rules and regulation 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, regulation or bye-law.

16.3 During the tenure of the Contract, Consultant shall keep the site where the services are being performed reasonably free from all unnecessary obstruction and shall store or dispose of any equipment and surplus materials and clear away and remove from the site any wreckage, rubbish or temporary works no longer required. On the completion of the services, Consultant shall clear away and remove from the site any surplus materials, rubbish or temporary works of every kind and leave the whole of the site clean and in workmanlike condition to the satisfaction of the Company.

16.4 Key personnel cannot be changed during the tenure of the Contract except due to sickness/death/resignation of the personnel in which

case the replaced person should have equal experience and qualification, which will be again subject to approval, by the Company.

17.0 LIQUIDATED DAMAGES FOR DEFAULT IN TIMELY MOBILISATION:

17.1 Time is the essence of this Contract. In the event of the Consultant's default in timely mobilization for commencement of work within the stipulated period, the Consultant shall be liable to pay liquidated damages at the rate of 0.5 % of the estimated total Contract value per week or part thereof of delay subject to maximum of 7.5%. Liquidated Damages will be reckoned from the date after expiry of the scheduled mobilisation period till the date of commencement of Contract as defined in Clause 2.0 of Section-I.

17.1.1 If the Consultant fails to mobilise within 15 weeks after the stipulated date, then the Company reserves the right to cancel the Contract without any compensation whatsoever.

17.2 LIQUIDATED DAMAGES FOR DELAY IN SUBMISSION OF FINAL REPORT: In case there is delay in submission of the Final report as per the schedule of Completion (as per Sub-Clause 2.4 of Section-I) due to the reasons attributable to the Consultant, the Consultant shall be liable to pay liquidated damages at the rate of 0.5% of the estimated total contract value per week or part thereof of delay subject to maximum of 7.5%. Liquidated Damages will be reckoned from the date after expiry of the scheduled report submission period till the actual submission of the report as defined in Clause 2.4 of Section-I.

17.2.1 The Company also reserves the right to cancel the Contract without any compensation whatsoever in case of failure to Complete the work within the stipulated period. In the event of non-completion of the jobs as per the provisions of this contract, the company reserves the right to claim back the amount already paid to the Consultant. Any part/phase completion, barring the final phase, will be regarded as non-completion of the contract and loss of time & cost to the company.

17.3 However, the maximum amount of Liquidated Damages for both delay in Mobilisation and delay in submission of final report combined shall not exceed 7.5% of total contract value.

18.0 PERFORMANCE SECURITY: Not applicable against this tender

19.0 ASSOCIATION OF COMPANY'S PERSONNEL: Company's engineer will be associated with the work throughout the operations. The Consultant shall execute the work with professional competence and in an efficient and workman like manner and provide Company with a standard of work customarily provided by reputed IP Survey Consultants to major international oil companies in the petroleum industry.

- 20.0 **LABOUR:** The recruitment of the labour shall be met from the areas of operation and wages will be according to the rates prevalent at the time which can be obtained from the District Authorities of the area. The facilities to be given to the labourers should conform to the provisions of labour laws as per contract Labour (Regulation and Abolition) Act, 1970.
- 21.0 **LIABILITY:**
- 21.1 Except as otherwise expressly provided, neither Company nor its servants, agents, nominees, Consultants, or sub-Consultants 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 Consultant and/or their Consultants or sub-Consultants, irrespective of how such loss or damage is caused and even if caused by the negligence of Company and/or its servants, agent, nominees, assignees, Consultants and sub-Consultants. The Consultant shall protect, defend, indemnify and hold harmless Company from and against such loss or damage and any suit, claim or expense resulting there from.
- 21.2 Neither Company nor its servants, agents, nominees, assignees, Consultants, sub-Consultants shall have any liability or responsibility whatsoever for injury to, illness, or death of any employee of the Consultant and/or of its Consultants or sub-Consultant 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, Consultants and sub-Consultants. Consultant shall protect, defend, indemnify and hold harmless Company from and against such liabilities and any suit, claim or expense resulting there from.
- 21.3 The Consultant hereby agrees to waive its right of recourse and further agrees to cause its underwriters to waive their right of subrogation against Company and/or its underwriters, servants, agents, nominees, assignees, Consultants and sub-Consultants for loss or damage to the equipment of the Consultant and/or its sub-Consultants and/or their employees when such loss or damage or liabilities arises out of or in connection with the performance of the contract limited to the Consultant's liabilities agreed to under this Contract.
- 21.4 The Consultant 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, Consultants and sub-Consultants for injury to, illness or death of any employee of the Consultant and of its Consultants, sub-Consultants and/or their employees when such injury, illness or death arises out of or in connection with the performance of the contract limited to the Consultant's liabilities agreed to under this Contract.

- 21.5 Except as otherwise expressly provided, neither Consultant nor its servants, agents, nominees, Consultants or sub-Consultants 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 their Consultants or sub-Consultants, irrespective of how such loss or damage is caused and even if caused by the negligence of Consultant and/or its servants, agents, nominees, assignees, Consultants and sub-Consultants. The Company shall protect, defend, indemnify and hold harmless Consultant from and against such loss or damage and any suit, claim or expense resulting there from.
- 21.6 Neither Consultant nor its servants, agents, nominees, assignees, Consultants, sub-Consultants shall have any liability or responsibility whatsoever to whomsoever for injury or illness, or death of any employee of the Company and/or of its Consultants or sub-Consultants irrespective of how such injury, illness or death is caused and even if caused by the negligence of Consultant and/or its servants, agents, nominees, assignees, Consultants and sub-Consultants. Company shall protect, defend indemnify and hold harmless Consultant from and against such liabilities and any suit, claim or expense resulting there from.
- 21.7 The Company agrees to waive its right of recourse and further agrees to cause its underwriters to waive their right of subrogation against Consultant and/or its underwriters, servants, agents, nominees, assignees, Consultants and sub-Consultants for loss or damage to the equipment of Company and/or its Consultants or sub-Consultants when such loss or damage or liabilities arises out of or in connection with the performance of the contract.
- 21.8 The Company hereby further agrees to waive its right of recourse and agrees to cause it underwriters to waive their right of subrogation against Consultant and/or its underwriters, servants, agents, nominees, assignees, Consultants and sub-Consultants for injury to, illness or death of any employee of the Company and of its Consultants, sub-Consultants and/or their employees when such injury, illness or death arises out of or in connection with the performance of the Contract.
- 22.0 **INDEMNITY AGREEMENT:**
- 22.1 Except as provided hereof Consultant agrees to protect, defend, indemnify and hold Company harmless from and against all claims, suits, demands and causes of action, liabilities, expenses, cost, liens and judgments of every kind and character, without limit, which may arise in favour of Consultant's employees, agents, Consultants and sub-Consultants or their employees on account of bodily injury or death, or damage to personnel/properly as a result of the operations contemplated hereby, regardless of whether or not said claims,

demands or causes of action arise out of the negligence or otherwise, in whole or in part or other faults.

- 22.2 Except as provided hereof Company agrees to protect, defend, indemnify and hold Consultant harmless from and against all claims, suits, demands and causes of action, liabilities, expenses, cost, liens and judgments of every kind and character, without limit, which may arise in favour of Company's employees, agents, Consultants and sub-Consultants or their employees on account of bodily injury or death, or damage to personnel/property as a result of the operations contemplated hereby, regardless of whether or not said claims, demands or causes of action arise out of the negligence or otherwise, in whole or in part or other faults.
- 23.0 **INDEMNITY APPLICATION:** The indemnities given herein above, whether given by Company or Consultant shall be without regard to fault or to the negligence of either party even though said loss, damage, liability, claim, demand, expense, cost or cause of action may be caused, occasioned by or contributed to by the negligence, either sole or concurrent of either party.
- 24.0 **PAYMENTS, MANNER OF PAYMENT, RATES OF PAYMENT, SET-OFF:**
- 24.1 Company shall pay to Bidder, during the term of the contract, the amount due calculated according to the rates of payment set and in accordance with other provisions hereof. No other payments shall be due from Company unless specifically provided for in this contract. All payments will be made in accordance with the terms hereinafter described.
- 24.1.1 Request for payment/part payment to third party i.e. other than the party on whom the contract has been awarded will not be entertained by OIL under any circumstances. The offers stipulating payment/part payment to such third party will be considered as non-responsive and such offers will be rejected.
- 24.2 **MANNER OF PAYMENT:** All payments due by Company to Bidder shall be made at Consultant's designated bank. All bank charges will be to Bidder's account.
- 24.3 Payment of any invoices shall not prejudice the right of Company to question the validity of any charges therein, provided Company within one year after the date of payment shall make and deliver to Bidder written notice of objection to any item or items the validity of which Company questions.
- 24.4 **INVOICES:** Bidder shall raise invoices for release of the payment against the contract at the end of the contract as indicated in the

Schedule of Rates of the contract. Payment of undisputed portion of the invoice shall be released within 30 (thirty) days of receipt of invoice.

- 24.5 Company shall within 30 days of receipt of the invoice notify Bidder of any item under dispute, specifying the reasons thereof, in which event, payment of the disputed amount may be withheld until settlement of the dispute, but payment shall be made of any undisputed portion. This will not prejudice the Company's right to question the validity of the payment at a later date as envisaged in sub- clause 24.3 above.
- 24.6 The acceptance by Consultant of part payment on any billing not paid on or before the due date shall not be deemed a waiver of Consultant's rights in respect of any other billing, the payment of which may then or thereafter be due.
- 24.7 Bidder shall maintain complete and correct records of all information on which Bidder's invoices are based upto 3 (Three) years from the date of last invoice. Such records shall be required for making appropriate adjustments or payments by either party in case of subsequent audit query/objection. Any audit conducted by Company of Bidder's records, as provided herein, shall be limited to Company's verification (i) of the accuracy of all charges made by Bidder to Company and (ii) that Bidder is otherwise in compliance with the terms and conditions of this Agreement.
- 24.8 **SET-OFF:** Any sum of money due and payable to the Consultant(including Performance Security refundable to them) under this or any other Contract may be appropriated by OIL and set-off against any claim of OIL(or such other person or persons contracting through OIL) for payment of a sum of money arising out of this contract or under any other contract made by the Consultant with OIL(or such other person or persons contracting through OIL).
- 25.0 **WITHHOLDING:** Company may withhold or nullify the whole or any part of the amount due to Consultant, after informing the Consultant of the reasons in writing, 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-II.
 - b) Consultant's indebtedness arising out of execution of this Contract.
 - c) Defective work not remedied by Consultant.
 - d) Claims by sub-Consultant of Consultant or others filed or on the basis of reasonable evidence indicating probable filing of such claims against Consultant.

- e) Failure of Consultant 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 Consultant to pay the cost of removal of unnecessary debris, materials, tools, or machinery.
- g) Damage to another Consultant of Company.
- h) All claims against Consultant for damages and injuries, and/or for non-payment of bills etc.
- i) Any failure by Consultant to fully reimburse Company under any of the indemnification provisions of this Contract. If, during the progress of the work Consultant 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 Consultant 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 Consultant, a sum equal to the amount of such unpaid indebtedness.

Withholding will also be effected on account of the following:-

- i) 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 Consultant which by any law prevalent from time to time to be discharged by Company in the event of Consultant's failure to adhere to such laws.
- iv) Any payment due from Consultant in respect of unauthorised imports.

When all the above grounds for withholding payments shall be removed, payment shall thereafter be made for amounts so with-hold.

Notwithstanding the foregoing, the right of Company to withhold shall be limited to damages, claims and failure on the part of Consultant, which is directly/indirectly related to some negligent act or omission on the part of Consultant.

26.0 **APPLICABLE LAW:**

- 26.1 The Contract shall be deemed to be a Contract made under, governed by and construed in accordance with the laws of India for the time being in force and shall be subject to the exclusive jurisdiction of Courts situated in Delhi.

26.2 The Consultant 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 Mines Act 1952- as applicable to safety and employment conditions
- b) The Minimum Wages Act, 1948
- c) The Oil Mines Regulations, 1984
- d) The Workmen's Compensation Act, 1923
- e) The Payment of Wages Act, 1963
- f) The Payment of Bonus Act, 1965
- g) The Contract Labour (Regulation & Abolition) Act, 1970 and the rules framed there under
- h) The Employees Pension Scheme, 1995
- i) The Interstate Migrant Workmen Act., 1979 (Regulation of employment and conditions of service)
- j) The Employees Provident Fund and Miscellaneous Provisions Act, 1952
- k) The AGST Act, WB & Bihar Tax Act
- l) Service Tax Act
- m) Customs & Excise Act & Rules
- n) Assam, West Bengal and Bihar Entry Tax Act

27.0 **RECORDS, REPORTS AND INSPECTION:** The Consultant shall, at all times, permit the Company and its authorised employees and representatives to inspect all the Work performed and to witness and check all the measurements and tests made in connection with the said work. The Consultant shall keep an authentic, accurate history and logs including safety records of each IP survey section with major items consumed, which shall be open at all reasonable times for inspection by the Company designated representatives and its authorised employees and representatives. The Consultant shall provide the Company designated representatives with a daily written report, on form prescribed by the Company showing details of operations during the preceding 24 hours and any other information related to the said IP survey requested by the Company whenever so requested. The Consultant shall not, without Company's written consent allow any third person(s) access to the said survey, or give out to any third person information in connection therewith.

28.0 **SUBSEQUENTLY ENACTED LAWS:** Subsequent to the date of issue of letter of award if there is a change in or enactment of any law or change in application or enforcement or interpretation of existing law by any governmental authority or public body, which results in addition/reduction in cost to Consultant on account of the operation contemplated under the Contract, the Company/Consultant shall reimburse the Consultant/pay Company for such additional/reduced

costs actually incurred/saved by Consultant, subject to the submission of documentary evidence by Consultant/Company.

- 29.0 **ROYALTY AND PATENTS**: Each party shall hold harmless and indemnify the other from and against all claim and proceedings for or on account of any patent rights, design, trade mark or other protected rights arising from any use of materials, equipment, processes, inventions and methods which have not been imposed on the attending party by the terms of the contract or the specifications or drawings forming part thereof.
- 30.0 **LIMITATION OF LIABILITY**: Notwithstanding any other provisions herein to the contrary, except only in cases of willful misconduct and / or criminal acts,
- (a) Neither the Consultant nor the Company (OIL) shall be liable to the other, whether in Contract, tort, or otherwise, for any consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs.
 - (b) Notwithstanding any other provisions incorporated elsewhere in the contract, the aggregate liability of the Consultant in respect of this contract, whether under Contract, in tort or otherwise, shall not exceed 100% of the Annualized Contract Price, provided however that this limitation shall not apply to the cost of repairing or replacing defective equipment by the Consultant, or to any obligation of the Consultant to indemnify the Company with respect to Intellectual Property Rights.
 - (c) Company shall indemnify and keep indemnified Consultant harmless from and against any and all claims, costs, losses and liabilities in excess of the aggregate liability amount in terms of clause (b) above.
- 31.0 **WAIVER**: Any delay in exercising and any omission to exercise any right, power or remedy exercisable by the Company under this contract shall not impair such right, power or remedy nor shall any waiver by the Company of any breach by the Consultant of any provision of this contract prevent the subsequent enforcement of that provision by the Company or be deemed a waiver by the Company of any subsequent breach by the Consultant.

END OF SECTION – I

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SECTION: II

SCOPE OF WORK FOR THE SYSTEM OF ASSESSMENT DEVELOPMENT CENTER FOR GREDE 'G' and 'H' in OIL

1.0 ENGAGEMENT OF CONSULTANT FOR CONDUCTING ASSESSMENT DEVELOPMENT CENTER FOR GRADE 'G' AND 'H' EXECUTIVES IN OIL INDIA LIMITED.

1.1 Objectives of the Assignment:

- a) To design and conduct Assessment Development Centre (ADC) in OIL for the assessment of the competency profile of Grade 'G' and 'H' level executives. OIL has developed competency models for Grade 'G' and 'H' positions and the ADC is to provide the competency profiling of the participants against these identified competencies.
- b) To run ADC for identified executives and preparation of individual development plan (IDP) to bridge the competency gaps. The executives are to be provided with feedback of their assessment in the form of item wise report and individual debriefing sessions. The center should include a group goal setting session. The process from group goal setting to individual feedback/debriefing should be designed following **Dr. Boyatzis** model of intentional change.
- c) The IDP should include point wise and competency wise action plan as individual development plan (IDP) which should be implementable with reasonable effort.
- d) The feedback session should essentially have two parts:
 - i. In the first part the executive is provided with guidance and counselling in terms of the observations and outcomes that were derived through the ADC.
 - ii. The second part is guidance by the assessor for the executive to prepare an Individual Development Plan (IDP) for the short term as well as the long term developments.

- e) The action plans in the form of IDPs should describe initiatives to be taken up by the individual in the next 2 years in order to develop him on a time bound manner as also long term activities.
- f) To submit report and detailed presentation on the competency profiles of the executives, pattern of competency profiles, inventory of strengths, organisation level interventions for enhancement of strengths, etc are to be made to the top management at the culmination of the ADC exercise.

1.2 **Tentative volume of work:**

1.2.1 Consultant shall conduct Assessment Development Centres (ADCs) for assessing Grade 'G' and 'H' executives. The tentative number of such executives to be covered under this exercise is 100, who are to be covered in suitable number of batches (batch size of 12-15 participants; tentatively 4 batches in FY 2014-15, 3 batches in FY 2015-16). OIL is working on the criteria for selection of executives for the ADC. Based on the criteria finally adopted the number may vary from 60 to 100. Accordingly the number of batches mentioned here may also vary. The actual number of participants to be covered and number of batches to be conducted for shall be communicated to the selected consultant nearer the time. The ADCs will be conducted at preferably at the following locations:

- a) Field Headquarters, Duliajan, Assam**
- b) Corporate Office, Noida**
- c) Pipeline Headquarters, Guwahati**
- d) Rajasthan Project, Jodhpur**

However, OIL may decide any other location for the assessment centers.

1.2.2 The ratio of Assessors to Participants should be 1:3 for each batch.

1.3 The assignment will involve the following broad activities:

- A. Project initiation and planning: Submission of detailed project plan incorporating the specified scope of work to OIL for approval. OIL will provide the Competency Framework to the bidders as and when required.

B. Acquaintance with OIL's competency framework: The project personnel assigned by the consultant are to be aligned and oriented to OIL's competency framework in a structured manner.

C. **Design of ADC**:

(iii) Design of Assessment Development center including selection of tools (minimum 5 numbers) which measures the behavior that exhibit the competencies as per OIL's competency framework. The Critical Incident Interview (CII) or Behavioral Event Interview (BEI) shall be employed as the core tool. The CII/BEI shall be of at least 90 minutes duration and shall combine:

- Flanagan's Critical Incident Technique, which identifies *job* activities ("spends 50% of time in meetings");

and

- McClelland's methods for *quantitative coding* of competencies: respondents' *motives*, what they observe and pay *attention* to, *feelings*, *cognitive processing* used in data analysis, *decision making* and *planning*, and *behavioral sequences* which produce superior, average or ineffective *performance outcomes*.

The other tools in the basket of tools may comprise of In Basket exercises/Management Games (the simulations and games need to map well to the competency model), situational judgment tests, standardized Psychometric tools such as 16PF, or preferably the NEO-PI, etc., Ability tests, Personality tests, Kolb's learning style inventory, Leaderless Group Discussions, Role Plays, Case Study discussions and analysis, Fact Finding exercises, etc.

(iv) The assessment tools should contain at least two(02) simulation/in basket (suitably designed for senior level executives) type exercise that will put the assessee through different instances involving real-time application of the competencies as chalked out in the assessment framework.

(v) A minimum of two(02) psychometric personality profiling tools would be used in the ADC as under:

- a) 16Pf or preferably the NEO-PI (or equivalent). The tool should be mapped to OIL's competency framework which is based on competency dictionary of Spencer and Spencer. At least one example of such assessment of competency by the tool should be enclosed as supporting document.

and

- b) Kolb's learning style inventory (or equivalent). This tool will be used for generating inputs to prepare IDP.

The psychometric tools are to be administered offline during the ADC at site.

- (vi) Consultant shall share the assessment framework and development centre design including tools, instruments, etc. to be used for assessment with OIL and refine the same based on the inputs received. The basket of tools to be used in development centres should be finalized in consultation with OIL and should be validated by OIL team. Reliability and validity of the finalised tools are to be shared with OIL. The inter-rater reliability data on simulations/CII/BEI should also be shared.
- (vii) Each ADC shall be scheduled in such a way that the administration of tools is completed in two days, followed by a one to one feedback/debriefing session of preferably one hour per person along with a preliminary written report. The debriefing/feedback sessions are to be completed in the third day.
- (viii) Details regarding tools to be used:

- a) The tools designed for Assessment Development Center should be capable of capturing various behavioral indicators as envisaged under each competency.
- b) Each exercise used in the Assessment Centre design shall have been validated for manifestation of the required behaviors in the competencies to be tested.

- c) Each competency should be measured by at least 3 different tools for the purpose of integration of ratings.
- d) Not more than 4 competencies to be covered by one tool (apart from CII/BEI).
- e) Separate cases to be used for administering different tools.
- f) The instruments should be of proven validity and reliability. Details of measurement criteria and measurement scales should be available with the instruments. All the instruments used during ADC shall be in off-line mode. The testing shall be conducted as a mix of exercises, simulations and psychometric instruments.
- g) The tools used should have multiple variants so that the ADCs should not have repetitive content.
- h) Each competency should have at least one primary and one secondary tool for assessment and one tool should not cover more than 4 competencies.
- i) Similarly CIIs/BEIs are also to be audio recorded and coded independently by at least two(02) coders to assess inter rater reliability. The bidder should furnish transcriptions of CII/ BEI, inter rater reliability data, and report on CII/BEI with quantitative coding data.
- j) All individuals should be covered by more than one assessor on each of the competencies.
- k) At the end of each exercise, the observations and ratings will be integrated between the assessors. In no case will unintegrated findings be carried forward to be assessed subsequently.
- l) At the end of each exercise, the observations and ratings will be integrated between the assessors. In no case will unintegrated findings be carried forward to be assessed subsequently.

- (ix) Consultant shall share the details of finalized documents/templates related to assessment of participants during the development centre exercise, i.e. tool -competency matrix, tool - competency wise evaluation sheet, methodology for scoring, etc. Consultant shall also orient key OIL project personnel (7 - 8 persons) towards entire assessment framework to be used for the assessment.
- (x) The participants of the ADCs are executives of vast experience (more than 20 years) holding senior positions in the company. Hence it is essential that the assessors, also have appropriate profile and experience. The assessors should have industry experience of at least 15 years out of which recent 5 years should be as assessor in a reputed firm engaged in running ADCs. Each of the assessors should have experience of having assessed at least 100 participants in ADCs. Period in this regard shall be reckoned from date of opening of Technical Bid.
- (xi) The consultant has to provide a list of at least 10 such prospective assessors (as per enclosed format in Table-7 and Table-8 in Appendix – C1) at the time of submission of bid proposal with their profile and experience data who meet the requirements as above. The assessors to be finalized from this list at the time of actual conduct of ADC in consultation with OIL. Any change/addition of assessors with requisite qualification and experience at a later stage would require prior written approval from OIL.
- (xii) Consultant shall submit to OIL, draft of communication material to be sent to the ADC participants sensitizing them about development centre concept and processes to be followed.

D. Conducting and delivery of ADC:

- (i) Consultant shall conduct the ADC for all batches as mentioned above. Each ADC shall cover 12-15 participants and the ratio of Assessors to Participants should be 1:3 for each batch.
- (ii) The ADC output shall be of numerical format for the management input as well as verbal, non-directive feedback integrating the observations from the exercises and psychometric tests to participants culminating in a time-bound action plan.
- (iii) Consultant shall prepare participant reports highlighting every individual's proficiency level on each of the competencies and prepare Individual Development Plans (IDP) based on the assessment. The report will contain the behavior exhibited by the individuals in each competency measured in ADC. The report would provide competency

wise feedback and clearly illustrate key strengths and areas of development, with regard to the competencies assessed as other supplementary competencies in the competency directory (Spencer and Spencer). The action plans in the form of IDPs should describe initiatives to be taken up by the individual in the next 2 year in order to develop him on a time bound manner as also long term activities.

- (iv) Based on the individual assessment reports from the ADC, a management report reflecting the organizational pattern of competencies, strength and weakness along with specific recommendation for organizational level intervention to be taken up by OIL, be provided.

E. Individual feedback/debriefing: After completion of evaluation of the participants of the assessment center, the Consultant/Assessor will give individual feedback to participants on their key areas of strength and development. There would be a one to one meeting prior to assessment centre to work on personal vision and goals, etc. These individualized feedback sessions are designed to achieve the following goals:

- (i) Highlight the utility of competencies for understanding how executives at OIL go about effectively conducting their roles.
- (ii) Disseminate the results of the analysis of individual assessment in the form of a formal debriefing of their individual feedback report.
- (iii) Provide specific developmental feedback to participants on their specific profile and provide specific suggestions for leveraging strengths and addressing development areas.
- (iv) Guidance to the executive on specific Individual Development Plan (IDP) for the short term as well as the long term development of the participant.

(f) Final Report/Presentation to OIL: On completion of each the annual exercise the consultant will give detailed report and presentation to OIL Management.

1.4 Minimum Documents/ Reports to be submitted during execution:

- (i) Detailed Project Plan as per scope of work of this assignment.

- (ii) Draft of the communication material to be sent to the participants of ADC about the concept of ADC and protocol for conducting it, to be provided to OIL well before commencement of centres.
- (iii) Report in hard copy and soft copy on ADC consisting of following at the end of each ADC and consolidated reported after completion of each annual exercise:
 - a) Overall Assessment Development Centre scores (including competency-wise scores) for all the participants covering strengths, development areas, limitation areas, etc.
 - b) Function-wise and Discipline-wise analysis of scores.
 - c) Organizational level analysis consisting of consolidated results of the ADC. This would include feasible roadmap with milestones for development of assesses in identified focus areas.
 - d) Tool-wise report for each participant including psychometric tools. The bidder should furnish transcriptions of CII/ BEI, inter rater reliability data, and report on CII/BEI with quantitative coding data.
 - e) Individual level analysis highlighting key strength areas and focus areas for development in a format finalized with OIL. Additionally, based on the IDPs prepared, training plan for the participants shall also be developed by the consultant to work upon the areas of development. All of these will be furnished in the form of individual reports.
 - f) Historical comparison.
 - g) Any other report/analysis as required by the OIL's Executive in-Charge of the contract.
- (iv) All documents/templates related to assessment of participants during the development centre exercise, i.e. tool-competency matrix along with evaluation sheet, methodology for scoring, etc.
- (v) Participant report in hard copy and soft copy.

- (vi) Presentation/Report covering overall picture of the ADCs conducted to be given to OIL immediately after completion of each annual exercise.

1.5 Time Schedule:

s. No.	Activity	Timeline
1.	Project planning and initiation	Within 2 Weeks of date of commencement of contract. Time taken by OIL for verifying and approving will be extra.
2.	Tool design and ADC Centre framework design	Within 6 weeks from the date of commencement of contract. Time taken by OIL for verifying and approving will be extra.
3.	Conducting ADCs in each phase	As per the mutually agreed upon dates between OIL and the consultant. However, OIL will provide 15 days advance notice to conduct the ADC.
4.	Submission of reports for each ADC	Within 04 weeks from completion of each ADC
5.	Submission of consolidated reports after completion of annual exercise	Within 06 weeks from completion of last ADC of the financial year
6.	Presentation to OIL	As per the mutually agreed upon dates between OIL and the consultant

Note: Time taken by OIL for verifying and certifying the reports at various stages after submission will be extra.

1.6 General Conditions:

All boarding, lodging & travel of consultant/materials are to be borne by the consultants themselves. Since the ADCs may be held at different venues, the rates may be indicated including these expenses accordingly.

- (i) Logistic arrangements of the workshops like venue, workshop facilities, nomination of candidates, administrative arrangements, etc will be provided by OIL. Audio recording facilities shall be organized by the consultant.

END OF SECTION-II

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SECTION - III

SPECIAL CONDITIONS OF CONTRACT

- 1.0 **DEFINITIONS:** Following terms and expression shall have the meaning hereby assigned to them unless the context otherwise requires:
- 1.1 “Work” means each and every activity required for successful performance of the services described in SECTION-II, PART-3 SCOPE OF WORK/ TERMS OF REFERENCE/TECHNICAL SPECIFICATION as per international standards.
- 1.2 “Consultant’s Key personnel” mean the personnel as mentioned under section SECTION-II, SCOPE OF WORK/ TERMS OF REFERENCE/ TECHNICAL SPECIFICATION to be provided by Consultant to conduct the work hereunder.
- 1.3 “Approval” as it relates to Company, means written approval.
- 1.4 “Facility” means and includes all property of Company owned or hired, to be made available for the services under this Contract.
- 1.5 “Certificate of Completion” means certificate issued by the Company to the Consultant stating that he has successfully completed the jobs/works assigned to him and submitted all deliverables & necessary reports as required by the Company.
- 2.0 **CONSULTANT’S PERSONNEL**
- 2.1 Except as otherwise hereinafter provided the selection, replacement, and engagement; Consultant shall determine remuneration of Consultant’s personnel. Such employees shall be solely of Consultant’s employees. Consultant shall ensure that its personnel will be competent and efficient. However, the Consultant shall provide details of experience, qualification and other relevant data of the personnel to be deployed for scrutiny and clearance by the company before the actual deployment. The Consultant shall not deploy its personnel unless cleared by the company.
- 2.2 Consultant’s Personnel: Consultant shall provide all manpower for necessary supervision and execution of all work under this contract to company’s satisfaction except where otherwise stated. The minimum number of key personnel to be deployed is mentioned in this document.
- 2.3 Replacement of Consultant’s Personnel: Consultant shall immediately remove and replace any of his personnel, who in the opinion of company, is incompetent, or negligent or of unacceptable behavior or

whose employment is otherwise considered by company to be undesirable.

3.0 COMPANY'S REQUISITES

- 3.1 Consultant shall, prior to mobilization, furnish to Company a list of all personnel who are to perform the Services. The list shall show each person's qualifications, details of work history and previous employment with dates, training courses attended, and copies of all pertinent certifications. All Personnel must be fluent in written and spoken English.
- 3.2 If the Consultant plans to change any personnel from the list, then he shall notify Company in advance of the intended change and give Company the above mentioned particulars of the new person with requisite qualifications.
- 3.3 Company reserves the right to reject any person on such list, and any subsequent changes to the list.
- 3.4 A notice period of one week shall be given to mobilize the personnel.

4.0 FOOD, ACCOMMODATION, TRANSPORTATION AND MEDICAL FACILITY AT OIL INDIA LIMITED

- 4.1 Food, lodging and local transport of Consultant's personnel during their stay at OIL's facility as per the details laid out in the Contract shall be provided by Company (OIL) free of cost.
- 4.2 **Medical Facilities:** The Consultant shall arrange for medical facilities and qualified First Aid Trained personnel including an ambulance at Consultant's cost.

5.0 CONSULTANT'S ITEMS

- 5.1 Consultant shall provide Consultant's items and personnel to perform the services under the contract as specified in this document.
- 5.2 Consultant shall be responsible for maintaining at his cost adequate stock levels of Consultant's items including spares and replenishing them as necessary.
- 5.3 Consultant shall be responsible for the maintenance and repair of all Consultants' items and will provide all spare parts, materials, consumables etc. during the entire period of the contractual period.

6.0 CONSULTANT'S SPECIAL OBLIGATIONS

- 6.1 Compliance with Company's Instructions: Consultant shall comply with all instructions of Company consistent with the provision of this Contract.

- 6.2 Consultant shall arrange at their own cost all consumables & spares including papers, cartridges, and other consumables and spares that may be needed for the work.
- 6.3 The list of personnel indicates the minimum requirement of key personnel. However, the Consultant may choose other personnel that the Consultant deems are required to accomplish the job as per the Scope of Work/Terms of Reference/Technical Specification SECTION-II, and time frame for completion of the work as stipulated in the Contract.
- 6.4 The Consultant shall furnish the list with Bio-data of key personnel proposed to be deployed prior to the commencement of Work. The bio-data shall include the name, nationality, qualification, experience and passport details of the person.
- 6.5 The Consultant's expatriate and technical personnel must have thorough knowledge of English.
- 6.6 The Consultant's personnel must be sound enough to provide the above services in international standard, failing which Company reserves the right to ask for removal of any Consultant's personnel with 24 hours notice.
- 6.7 Any other work required for the efficient and successful execution of work shall be carried out by the Consultant except those enumerated under the obligation of the Company defined in Clause 4.0 of SECTION-I.
- 7.0 **CONFIDENTIALITY:** Consultant agrees to be bound by professional secrecy and undertake to keep confidential all the data as well as any information/output obtained during the conduct of work, take all-reasonable steps to ensure that the Consultant's personnel likewise keep such information confidential.
- 7.1 This obligation shall keep in force even after the termination date and until such information will be disclosed by company.
- 7.2 Consultant shall handover to company all company's documents, data etc. Concerning the work carried out and which are still in its possession after completion of the work at their own cost.
- 8.0 **RIGHTS AND PRIVILEGES OF COMPANY:**
The Company shall be entitled:
- 8.1 To check the work Centre/Facility and other Consultant's resources before the commencement of work. If they are not found in good order

or do not meet the international standards as per the requirement of the work stipulated in the Contract, the Consultant may not be allowed for commencement of work until the Consultant has remedied such default.

8.2 To order suspension of work while and whenever:

- a) Consultant's personnel is deemed by company to be not satisfactory.
- b) Consultant's equipment/work methodology does not conform to regulations or to the specifications laid down in the Contract.
- c) Consultant's insurance in connection with the operations hereunder is found by company not to conform to the requirements set forth in the contract.
- d) Consultant fails to meet any of the provisions in the contract.
- e) Any shortage in key/additional (compulsory) personnel and inadequacy of other personnel.

9.0 **HEADINGS:** The headings of the clauses of the contract are for convenience only and shall not be used to interpret the provisions hereof.

10.0 **ASSOCIATION OF COMPANY'S PERSONNEL:**

- i) Company's personnel will be associated with the work during the course of the study.
- ii) The Consultant shall execute the Scope of Work with professional competence and provide the Company with a standard of work customarily provided by reputed consultants to major National & International oil companies in the petroleum industry.
- iii) The final report of the study will be decided in consultation and approval of the Company's representatives after the Consultant has conducted the necessary study. The final report will also be decided in consultation and approval of the company's representative.

11.0 **PROVISION OF PERSONNEL AND FACILITIES:**

- i) The Consultant shall provide competent, qualified and adequately experienced personnel for carrying out jobs as mentioned in scope of work.

- ii) All the personnel provided by the Consultant must have requisite experience in respective fields and should be fluent in English language. On Company's request, Consultant shall remove and replace at their own expenses, any of their personnel whose presence/performance is considered undesirable/unsuitable in the opinion of the Company. The Consultant shall provide Indian Staff, if any, at their own expenses.
- iii) The Consultant shall be responsible for and shall provide for all requirements of their personnel, if any including but not limited to their insurance, housing, medical services, messing, transportation (both air and land transportation), vacation, salaries and all amenities, termination payment and all immigration requirement and taxes, if any, payable in India or outside at no extra charges to the Company.
- iv) Consultant shall forward the list of personnel deployed along with bio-data/ qualification/experience of the personnel during the course of submission of their bids with all supporting documents. Any additional manpower deployed by the Consultant shall be at the expense of the Consultant.
- iv) Company reserves the right to instruct for removal of any Consultant's personnel who in the opinion of company is technically not competent or not rendering the services faithfully, or due to other reasons. The replacement of such personnel shall be immediate and not exceed duration of One (1) week. The deported personnel shall be allowed to continue the job till the replacement arrives with the discretion of the Company. However, no extension to the entire duration of the contract will be given to the Consultant on such accounts.

END OF SECTION-III
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SECTION IV

SCHEDULE OF RATES

Bidder has to quote as per the price format given below :

PROFORMA-B

Sl no.	Description	Unit	No. of Centers	Amount (in Rs)		
A	B	C	D	E	F	G (D*E)
				Per Unit Rate (In figures)	Per Unit Rate (In Words)	Total Price
1	Project planning and initiation	L/s	1			A1
2	Tool design and Assessment Development Centre design	L/s	1			A2
3	Conducting Assessment Development Centres in each phase including submission of reports for each ADC with IDPs					
3.1	Noida Centre	No	1			A3

3.2	Duliajan Centre	No.	3			A4
3.3	Guwahati Centre	No	2			A5
3.4	Jodhpur Centre	No.	1			A6
4	Submission of consolidated report after completion of Annual Exercise	No.	2			A7
5	Presentation to OIL	L/s	1			A8
6	TOTAL ESTIMATED CONTRACT COST INCLUDING OPE ALL TAXES & DUTIES BUT EXCLUDING SERVICE TAX WHICH SHAL BE EXTRA TO OIL					Sum of A 1 to A8

Applicable rate of Service Tax (including education cess on Service Tax):_____

NOTES :

- 1.0 There will be maximum 15 participants is each batch for the assessment. Consultant to depute their faculty in the ratio of 1 : 3 where 1 is no. of faculty and 3 is the participant. In case of reduction of participant, the price quoted in sl no. 3.0 above will be proportionally reduced.
- 2.0 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.
- 3.0 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 Consultant (against bill) or Service Tax authority directly as per the provision of applicable laws at the time of payment.

- 4.0 **Out of Pocket Expenses:** The amount quoted above should include all out-of-pocket expenses (OPE) relating to this assignment for domestic and international travel, VISA fee, boarding & lodging, transportation & dearness allowance (DA), etc.
- 5.0 No payment other than the above quoted rates will be paid to the Consultant.
- 6.0 **The quantity mentioned above is for evaluation purpose only and payment to Consultants shall be made on actual basis.**

7.0 **Payment Mechanism:**

OIL shall make payments within 60 days on receipt of undisputed invoice

Sl. No.	Milestones	% age of Total Contract Value or Quoted amount whichever is lower
1	Project planning and initiation	10%
2	Tool design and Assessment Development Centre design	10%
3	Conducting Assessment Development centres in each phase including submission of reports for each ADC with IDPs	60%
4	Submission of consolidated reports after completion of the Annual exercise	10%
5	Presentation to OIL	10% or balance amount

END OF SECTION - IV

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INTEGRITY PACT

Between

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

And

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

Preamble :

The Principal intends to award, under laid down organizational procedures, contract/s for **Tender No. CLI 5241L15**. 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 Consultant/s.

In order to achieve these goals, the Principal cooperates with the renowned international Non-Governmental Organisation "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 substantive suspicion in this regard, the Principal will inform its Vigilance Office and in addition can initiate disciplinary actions.

Section 2 - Commitments of the Bidder/Consultant

(1) The Bidder/Consultant 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/Consultant 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/Consultant 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 cartelisation in the bidding process.
3. The Bidder/Consultant will not commit any offence under the relevant Anticorruption Laws of India; further the Bidder/Consultant 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/Consultant 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/Consultant 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 risibility 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/Consultant 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/Consultant 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/Consultant 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 Consultant 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/Consultant 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/Consultant 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/ Consultant/ SubConsultants

1. The Bidder/Consultant undertakes to demand from all subConsultants 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, Consultants and SubConsultants.

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/ Consultants/SubConsultants

If the Principal obtains knowledge of conduct of a Bidder, Consultant or SubConsultant, or of an employee or a representative or an associate of a Bidder, Consultant or SubConsultant, 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 Consultant accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Consultant. The Consultant 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 SubConsultants. The Monitor is under contractual obligation to treat the information and documents of the Bidder/ Consultant/SubConsultant 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 Consultant. 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 Consultant 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 Consultant 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.

Rupak Kalita

For the Principal

For the Bidder/Consultant

Place : Noida

Witness1 :

Date :

Witness 2 :

&&&&

PROFORMA-C

BID FORM

To
The Senior Manager Materials
OIL INDIA LIMITED,
FC-24, 5th Floor, IT Infrastructure Building,
Sector-16A, NOIDA-201301 , INDIA

Sub: TENDER No. CLI5241L15

Gentlemen,

Having examined the General and Special Conditions of Contract and the Terms of Reference including all attachments thereto, the receipt of which is hereby duly acknowledged, we the undersigned offer to perform the services in conformity with the said conditions of Contract and Terms of Reference for the sum of _____ (Total Bid Amount in words and figures) or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Bid.

We undertake, if our Bid is accepted, to commence the work within (_____) days calculated from the date of issue of Letter of Award(LOA).

If our Bid is accepted, we will obtain the guarantee of a bank in a sum not exceeding _____ for the due performance of the Contract.

We agree to abide by this Bid for a period of 180 days from the date fixed for Bid closing and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

Until a formal Contract is prepared and executed, this Bid, together with your written acceptance thereof in your notification of award shall constitute a binding Contract between us.

We understand that you are not bound to accept the lowest or any Bid you may receive.

Dated this _____ day of _____ 2014.

Authorised Person's Signature: _____

Name: _____

Designation: _____

Seal of the Bidder:

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

1.0 The Bidder shall furnish detailed statement of **exceptions/deviations**, if any, to the tender stipulations, terms and conditions in respect of each Section of Bid Document in the following format:

Section No.	Clause No. (Page No.)	Non-Compliance	Remarks

Authorised Person's Signature: _____

Name: _____

Designation: _____

Seal 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 bids. If the “**Statement of Compliance**” in the above Proforma is left blank (or not submitted along with the technical bid), then it would be construed that the bidder has not taken any exception/deviation to the tender requirements.

PROFORMA-E

FORM OF BID SECURITY (BANK GUARANTEE)
Not Applicable against this Tender

PROFORMA - F

FORM OF PERFORMANCE BANK GUARANTEE

Not Applicable against this Tender

PROFORMA-G

AGREEMENT FORM

This Agreement is made on ____ day of _____ between Oil India Limited, a Government of India Enterprise, incorporated under the Companies Act 1956, having its registered office at Duliajan in the State of Assam, hereinafter called the "Company" which expression unless repugnant to the context shall include executors, administrators and assignees on the one part, and M/s _____ (Name and address of Consultant) hereinafter called the "Consultant" which expression unless repugnant to the context shall include executors, administrators and assignees on the other part,

WHEREAS the Company desires that Services _____ (brief description of services) should be provided by the Consultant as detailed hereinafter or as Company may requires;

WHEREAS, Consultant engaged themselves in the business of offering such services represents that they have adequate resources and equipment, material etc. in good working order and fully trained personnel capable of efficiently undertaking the operations and is ready, willing and able to carry out the said services for the Company as per Section-II attached herewith for this purpose and

WHEREAS, Company accepted the bid submitted by the Consultant and had issued a firm Letter of Award No. _____ dated _____ based on Offer No. _____ dated _____ submitted by the Consultant against Company's TENDER No. _____. All these aforesaid documents shall be deemed to form and be read and construed as part of this agreement/contract. However, should there be any dispute arising out of interpretation of this contract in regard to the terms and conditions with those mentioned in Company's tender document and subsequent letters including the Letter of Intent and Consultant's offer and their subsequent letters, the terms and conditions attached hereto shall prevail. Changes, additions or deletions to the terms of the contract shall be authorized solely by an amendment to the contract executed in the same manner as this contract.

NOW WHEREAS, in consideration of the mutual covenants and agreements hereinafter contained, it is hereby agreed 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 referred to.
2. In addition to documents herein above, the following Sections and Annexures attached herewith shall be deemed to form and be read and construed as part of this agreement viz.:
 - (a) Section-I indicating the General Conditions of this Contract;
 - (b) Section-II indicating the Terms of Reference;
 - (c) Section-III indicating the Special Terms & Condition;
 - (d) Section-IV indicating the Schedule of Rates.
3. In consideration of the payments to be made by the Company to the Consultant as hereinafter mentioned, the Consultant hereby covenants with the Company to provide the Services and to remedy defects therein in conformity in all respect with the provisions of this Contract.
4. The Company hereby covenants to pay the Consultant in consideration of the provision of the Services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of this Contract at the times and in the manner prescribed by this Contract.

IN WITNESS thereof, each party has executed this contract at Noida, as of the date shown above.

Signed, Sealed and Delivered,

For and on behalf of
Company (Oil India Limited)

for and on behalf of Consultant
(M/s. _____)

Name:

Name:

Status:

Status:

In presence of

In presence of

1.

1.

2.

2.

PROFORMA-H

PROFORMA LETTER OF AUTHORITY

To
The Senior Manager (C&P)
OIL INDIA LIMITED,
FC-24, 5th Floor, IT Infrastructure Building,
Sector-16A, NOIDA-201301 , INDIA

Sir,

Sub: OIL's TENDER No. CLI5241L15

We _____ confirm that Mr. _____ (Name and address) as authorised to represent us to Bid, negotiate and conclude the agreement on our behalf with you against Tender Invitation No. _____ for hiring of services for _____.

We confirm that we shall be bound by all and whatsoever our said representative shall commit.

Yours Faithfully,

Authorised Person's Signature: _____

Name: _____

Designation: _____

Seal of the Bidder:

Note: This letter of authority shall be on printed letter head of the Bidder and shall be signed by a person competent and having the power of attorney (power of attorney shall be annexed) to bind such Bidder. If signed by a consortium, it shall be signed by members of the consortium.

PROFORMA-I

AUTHORISATION FOR ATTENDING BID OPENING

To
The Senior Manager (C&P)
OIL INDIA LIMITED,
FC-24, 5th Floor, IT Infrastructure Building,
Sector-16A, NOIDA-201301 , INDIA

Sir,

Sub : OIL's TENDER No. CLI5241L15

We authorise Mr. /Mrs. _____ (Name and address) to be present at the time of opening of the above TENDER due on _____ at Noida on our behalf.

Yours Faithfully,

Authorised Person's Signature: _____

Name: _____

Designation: _____

Seal of the Bidder:

Note: This letter of authority shall be on printed letter head of the Bidder and shall be signed by a person who signs the bid.

END OF TENDER DOCUMENT