

**TENDER No. CLI3935L24 DATED 13.07.2023**

**TENDER HAS BEEN ADDRESSED TO THE FOLLOWING PARTIES:**

1. M/S. DELOITTE TOUCHE TOHMATAU INDIA LLP, MUMBAI, INDIA
2. M/S. THE BOSTON CONSULTING GROUP (INDIA) PRIVATE LIMITED,  
GURGAON, INDIA
3. M/S. KORN /FERRY INTERNATIONAL PRIVATE LIMITED, GURGAON, INDIA
4. M/S. MERCER CONSULTING (INDIA) PVT. LTD, GURGAON, INDIA
5. M/S. ACCENTURE SOLUTIONS PVT. LTD, NEW DELHI, INDIA

**Note:** All addenda, Corrigenda, time extension etc. to the Tender will be hosted on the OIL's E-Procurement Portal: <https://etender.srm.oilindia.in.irj/portal>.



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

Plot No. 19, Sector 16A,

Noida – 201301, U.P.

Phone: 0120 - 2419000

Fax: 0120 - 2488310

E-mail: [oilindia@oilindia.in](mailto:oilindia@oilindia.in)

**TENDER NO: CLI3935L24 DATED 13.07.2023**

**Engagement of Consultant for Succession Planning Management,  
Development of Technical / functional Competencies and eLearning  
system including content development for OIL.**

GeM Availability Report ID: GEM/GARPTS/13072023/Z3FWAMU6TKQQ

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**ऑयल इंडिया लिमिटेड**

(भारत सरकार का उद्यम)

**Oil India Limited**

(A Government of India Enterprise)

**Plot No. 19, Sector 16A, Noida – 201301, U.P.**
**Phone: 0120 –2419000, 2419200**
**Fax: 0120-2488310**
**E-mail: [corp\\_c&p@oilindia.in](mailto:corp_c&p@oilindia.in)**
**Web Site: [www.oil-india.com](http://www.oil-india.com)**
**FORWARDING LETTER**

Dear Sir(s)/Madam(s),

**1.0** OIL INDIA LIMITED (OIL), a “Navaratna” Category, Government of India Enterprise, invites National Competitive Bids (NCB) from approved Consultancy Service Providers for the above mentioned service under **LIMITED E-TENDER SINGLE-STAGE TWO-BID SYSTEM** through OIL’s E-Procurement Portal: <https://etender.srm.oilindia.in.irj/portal> for **Engagement of Consultant for Succession Planning Management, Development of Technical / functional Competencies and eLearning system including content development for OIL.**

**2.0** One complete set of Bid Document covering OIL's IFB for hiring of above Consultancy 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 IFB (covered in detail in the Bid Document) are highlighted below:

Sl. No.	IFB No. /E-Tender No.	<b>CLI3935L24</b>
a)	Type of Bidding	Limited Indigenous E-Tender: <b>Single Stage - Two Bid System</b>
b)	Bid Closing Date & Time	<b>28.07.2023 (14:00 HRS : Server Time)</b>
c)	Technical Bid Opening Date & Time	<b>28.07.2023 (15:00 HRS : Server Time)</b>
d)	Price Bid Opening Date & Time	Will be intimated to the eligible bidder(s) nearer the time.
e)	Bid Submission Mode	Bids must be uploaded online in OIL's E-Procurement Portal.
f)	Bid Opening Place	Office of the General Manager (C&P), Oil India Limited, Plot No. 19, Sector-16A, Noida-201 301, Uttar Pradesh.
g)	Bid Validity	Minimum <b>120</b> days from Bid Closing date.

h)	Mobilization Time	15 days from the date of mobilization notice.
i)	Bid Security/EMD Amount	<p><b>Rs. 21,09,000.00</b> (Rupee Twenty One Lakh and Nine Thousand only)</p> <p>Notes:</p> <p>a) Micro and Small Enterprises (MSEs) are exempted from payment of Bid Security (EMD). Bids without EMD shall be rejected, if the technical offer does not include a valid copy of MSE Certificate issued by appropriate authority.</p> <p>b) However, Purchase Preferences allowed under PPP [Public Procurement policy] for Micro and Small Enterprises is not applicable for this tender (being works contract tender)</p> <p>3.2 Categorization and various Criteria applicable to MSE bidders shall be guided by the Gazette Notification No. CG-DL-E-26062020-220191 dated 26.06.2020 issued by MINISTRY OF MICRO, SMALL AND MEDIUM ENTERPRISE.</p> <p>The bidder claiming the MSE status (MSE-General, MSE-SC/ST, MSE-Woman) against this tender has to submit the following documents for availing the benefit applicable to MSEs:</p> <ul style="list-style-type: none"> <li>• Udyam Registration Number with Udyam Registration Certificate.</li> </ul> <p>Note: In case bidding MSE is owned by Schedule Caste or Schedule Tribe entrepreneur or Woman Entrepreneur, valid documentary evidence issued by the agency who has registered the bidder as MSE owned by SC/ST entrepreneur/ Woman Entrepreneurs should also be enclosed.</p>
j)	Validity of Bid Security / EMD	<b>150 days</b> from original Bid Closing date.
k)	Amount of Performance Security	<b>10% of annualized contract value excluding GST.</b>
l)	Location of job	OIL House, Plot No. 19, Sector-16A, Noida
m)	Duration of the Contract	<p><b>i. Implementation period: 40 (Forty) Weeks</b>  <b>ii. Administration &amp; Maintenance of the learning management system: 03 (three) years after complete implementation.</b></p> <p>Administration &amp; maintenance of the learning management will start after complete</p>

		implementation of the project as per the scope of the work.
n)	Integrity Pact	Must be digitally signed & uploaded along with the Techno-commercial Bid.
o)	Bids to be addressed to	General Manager (C&P) Oil India Limited Plot No. 19, Sector-16A Noida-201 301 Uttar Pradesh, India.
p)	Pre-bid Conference	Not Applicable
q)	Last date of receipt of queries	Not Applicable
r)	Gem Seller ID	In accordance with OM No. 6/9/2020-PPD dated 24.08.2020 issued by Department of Expenditure (Procurement Policy Division), Ministry of Finance, it shall be mandatory for sellers providing Goods and Services to Central Government Organizations to be registered in GeM and obtain a unique GeM Seller ID, at the time of placement of order/acceptance of contract. Accordingly, bidders are required to provide their GeM Seller ID in their bid, if available at the time of tendering. However, in case any bidder does not have GeM Seller ID at the time of tendering then, such bidder will be required to provide their GeM Seller ID in case considered for award of contract before issuance of LOA.
s)	Purchase Preference	Purchase Preference for Micro and Small Enterprises (MSE) bidders as well as Public Procurement (Preference to Make in India) /pp are not applicable for this tender as bids will be evaluated on the basis of Quality & Cost Based Selection Methodology.

### **3.0 GUIDELINES FOR PARTICIPATING IN OIL'S E-PROCUREMENT:**

- 3.1 Bids are to be submitted online through OIL's E-Procurement Portal with digital signature. To participate in OIL's E-procurement tender, bidders should have a legally valid digital certificate **of Class 3 with Organization's Name and Encryption certificate** as per Indian IT Act from the licensed Certifying Authorities operating under the Root Certifying Authority of India (RCAI), Controller of Certifying Authorities (CCA) of India (<http://www.cca.gov.in>). **Digital Signature Certificates having "Organization Name" field as "Personal" are not acceptable.** However, aforesaid Digital Signature Certificates having Bidder's Name in the "Organization Name" field are acceptable. ***"Only in case of sole proprietorship firms, Digital Signature***

***Certificates issued in the name of the proprietor is also acceptable provided the bid is submitted in the capacity of a proprietorship firm”.***

- 3.2 Digital Signature Certificate comes in a pair of Signing/verification and Encryption/decryption certificate. Bidder should have both the Signing/verification and Encryption/Decryption certificate for Signing and encryption, decryption purpose respectively. The driver needs to be installed once, without which the DSC will not be recognized. While participating on e-Tendering the DSC token should be connected to your system.
- 3.3 Encryption certificate is mandatorily required for submission of bid. In case bidder created response with one certificate (using encryption key) and bidder changes his Digital Signature Certificate then old certificate [Used for encryption] is required in order to decrypt his encrypted response for getting the EDIT mode of the response. Once decryption is done, bidder may use new DSC certificate for uploading and submission of their offer. It is the sole responsibility of the bidder to keep their DSC certificate properly. In case of loss of the certificate, OIL INDIA LTD. will not be responsible. The authenticity of above digital signature shall be verified through authorized CA after bid opening and in case the digital signature used for signing is not of “**Class 3 with Organizations Name and Encryption Certificate**”, the bid will be rejected.

Bidder is responsible for ensuring the validity of digital signature and its proper usage by their employee. The bid including all uploaded documents shall be digitally signed by duly **authorized representative of the bidding company.**

- 3.4 To participate in OIL’s e-procurement tender, bidders should have a legally valid Digital Certificate Class III [Organization] along with Encryption Certificate as per Indian IT Act from the licensed Certifying Authorities (CA) operating under the Root Certifying Authority of India (RCAI), Controller of Certifying Authorities (CCA) of India. Digital Signature Certificates issued by the following Certifying Authorities (CA) are currently configured in OIL’s E-Tender portal:

- |                      |               |
|----------------------|---------------|
| 1. e-Mudhra          | 2. Safescrypt |
| 3. (n)Code Solutions | 4. Verasys    |
| 5. Capricorn         | 6. Pantasign  |
| 7. RISL              | 8. NSDL       |

- 3.5 In case, bidder is using Class 3 DSC (Organization) along with Encryption Certificate issued by a Certifying Authority other than those mentioned above then, the bidder has to inform OIL at least 10 days before the Bid Closing date to enable OIL to verify credibility of the same for necessary mapping in OIL’s E-Tender portal.
- 3.6 For participation, applicants already having User ID & Password for OIL’s E-procurement portal need to register against the IFB in OIL’s E- procurement portal for participation.
- 3.7 Bidders without having E-tender Login ID and Password should complete their online registration at least seven (7) days prior to the scheduled bid closing date and time of the tender. For online registration, Bidder may visit the OIL’s E-tender site <https://etender.srm.oilindia.in/irj/portal>.
- 3.8 Necessary Login ID & Password will be issued by OIL only after submitting the

complete online registration by the Bidder. In the event of late registration/incomplete registration by Bidder, OIL INDIA LIMITED shall not be responsible for late allotment of User ID & Password and request for bid closing date extension on that plea shall not be entertained by Company.

3.9 No physical Bid documents will be provided.

3.10 Parties, who do not have a User ID, can click on Guest login button in the e-Tender portal to view and download the tender. **The detailed guidelines are available in OIL's E-Procurement site (Help Documentation).** For any clarification in this regard, bidders may contact E-Tender Support Cell at Duliajan at [erp\\_mm@oilindia.in](mailto:erp_mm@oilindia.in), Ph.: 0374- 2807171/7192.

3.11 The link for OIL's E-Procurement Portal is available on OIL's web site ([www.oil-india.com](http://www.oil-india.com)).

**4.0** The rates shall be quoted as specified in the **"PRICE BIDDING FORMAT"** attached under **"Notes and Attachments"** tab.

**5.0** (a) No Bidder can withdraw his bid within the validity or extended validity of the bid. Withdrawal of any bid within validity period will lead to debarment from participation in future tenders, at the sole discretion of the company.

(b) Once a withdrawal letter is received from any bidder, the offer will be treated as withdrawn and no further claim/correspondence will be entertained in this regard.

**6.0** Conditional bids are liable to be rejected at the discretion of the Company.

**7.0 SPECIAL NOTE:**

Please note that all tender forms and supporting documents are to be submitted through OIL's E-Procurement site only except following documents which are to be submitted manually in sealed envelope super scribed with Tender No. and due date to The General Manager (C&P), Oil India Limited, Plot No. 19, Sector-16A, Noida-201 301, Uttar Pradesh.

a) Power of attorney or authorization, or any other document consisting of adequate proof of the ability of the signatory to bind the bidder, in original. A notarized true copy of the "Power of Attorney" shall also be accepted in lieu of the original, if the power of attorney is a general "Power of Attorney". However, photocopy of such notarized true copy shall not be accepted.

Any Other Document Required To Be Submitted In Original As Per Tender Requirement.

Scanned copy(s) of the same should also be uploaded along with the Un-priced Techno-Commercial Bid documents.

**8.0** The above documents must be received at OIL's GM (C&P)'s office at Noida on or before the bid closing date & time failing which the bid shall be rejected.

**9.0** Bidders are requested to examine all instructions, forms, terms and specifications in the bid. Failure to furnish all information required as per the bid or submission



of offers not substantially responsive to the bid in every respect will be at the bidders risk and may result in the rejection of its offer without seeking any clarifications. Offers sent without the requisite value of prescribed bid security (if called for in the bid) in original will be ignored straightway.

**10.0** The tender is invited under **SINGLE STAGE-TWO BID SYSTEM**. The bidder has to submit both the “Un-Priced Techno-Commercial” and “Priced” bid through electronic form in the OIL’s e-Tender portal within the Bid Closing Date and Time stipulated in the e-Tender. The Technical Bid is to be submitted as per Scope of Work & Technical Specification of the tender. The Price Bid shall be quoted as specified in the “BIDDING FORMAT” attached under “Notes and Attachments” tab in the main bidding engine of OIL’s e-Tender portal. The price quoted in the “BIDDING FORMAT” will only be considered for evaluation.

**11.0** In order to participate against OIL’s E-Tenders, Bidders are advised in their own interest to kindly go through the [“User Manuals”](#) available in the main login page of OIL’s E-Tender portal.

**12.0 INTEGRITY PACT:**

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

**Note:** Dr. Tejendra Mohan Bhasin, Former Vigilance Commissioner, CVC, E-mail: [tmbhasin@gmail.com](mailto:tmbhasin@gmail.com); Shri Ram Phal Pawar, IPS (Retd.), Former Director, NCRB, MHA, email id: [rpawar61@hotmail.com](mailto:rpawar61@hotmail.com); Shri Om Prakash Singh, IPS (Retd.), Former DGP, Uttar Pradesh e-mail id: [Ops2020@rediffmail.com](mailto:Ops2020@rediffmail.com) have been appointed as Independent External Monitors( IEM) to oversee implementation of Integrity pact.

**13.0 Maintenance of Total bid value in the Response:**

For convenience of the qualified Bidders and to improve transparency, the rates/costs quoted by bidders against OIL’s e-tenders shall be available for online viewing by such Bidders whose price bids are opened by Company. A Bidder can view item-wise rates/costs of all other such peer bidders against the tender immediately after price bid opening, if the e-tender is floated by Company with PRICE CONDITION. **In case the Price-Bid is invited by Company through attachment form under “Notes & Attachment” (i.e. NO PRICE Condition), Bidders must upload their detailed Price-Bid as per the prescribed format under “Notes & Attachment”, in addition to filling up the “Total Bid Value” Tab taking into account the cost of all individual line items and other applicable charges like freight, tax, duties, levies etc. Under NO PRICE Conditions (i.e., Price Bid in attachment form), the “Total Bid Value” as calculated & quoted by the Bidder shall only be shared amongst the eligible bidders and Company will not assume any responsibility whatsoever towards calculation errors/omissions therein, if any.** Notwithstanding to sharing the “Total Bid Value” or the same is whether filled up by the Bidder or not, Company will evaluate the cost details to ascertain the inter-se-ranking of bidders strictly as per the uploaded attachment and Bid Evaluation Criteria only. Online view of prices

as above shall be available to the Bidders only upto seven days from the date of Price-Bid opening of the tender.

**Create RFX Response**

Submit | Read Only | Print Preview | Check | Technical RFX Response | Close

RFX Response Number 60038748 RFX Number  
RFX Owner BHARALI Total Value 0.00 INR

RFX Information | Items | Notes and Attachments

Basic Data | Questions | Technical Attachments

Event Parameters

Currency: Indian Rupee

Detailed Price Information: No Price

Terms of Payment: ☐

Total Bid Value:

Bidder to select the currency of the Response

"Total Bid Value" is mandatory in "No Price" RFX only

"Total Bid Value" considering all the taxes & duties.

- 14.0** The tender is invited under **SINGLE STAGE- TWO BID SYSTEM**. The bidders shall submit both the **"TECHNICAL"** and **"PRICED"** bids through electronic form in the OIL's e-Procurement portal within the Bid Closing Date and Time stipulated in the e- Tender. The Technical Bid should be submitted as per Scope of Work & Technical Specifications along with all technical documents related to the tender and uploaded in **"Technical Attachments" Tab only**. **Details of prices as per Price Bid format/Priced bid must be uploaded under "Notes & Attachments" tab**. **A screen shot in this regard is shown below**. **Offer not complying with above submission procedure will be rejected as per Bid Evaluation Criteria**. No price should be given along with Un-Priced Techno-Commercial Bid; otherwise the offer will be rejected.

#### 15.0 SCREEN SHOT:

RFX Response Number 60037504 RFX Number TESTARUP Status In Process Submission Deadline 15.04.2017 11:00:00 INDIA Opening Date 15.04.2009 00:00:00 INDIA

RFX Response Version Number Active Version RFX Version Number 1

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

Basic Data | Questions | Technical Attachments

Notes

Category

Conditions of Participation

Bid Invitation/Auction Text

Bidder's Remarks

Purchaser's Remarks

Attachments

cFolder Attachments

Add Attachment Delete Verify Signature

cFolder Name Category Description File Name Version Processor

The table does not contain any data

Go to this Tab **"Notes and Attachments"** for Uploading "Priced Bid" files.

Go to this Tab **"Technical Attachments"** for Uploading "Technical Bid" files.

**On "EDIT" Mode, Bidders are advised to upload "Technical Bid" and "Priced Bid" in the places as indicated above.**

#### Notes:

\* The “Technical Bid” shall contain all techno-commercial details **except the prices.**

\*\* The “Priced bid” must contain the price schedule and the bidder’s commercial terms and conditions, if any. For uploading Priced Bid, click on Add Attachment, a browser window will open, select the file from the PC and name the file under Description, Assigned to General Data and click on OK to digitally sign and upload the File. Please click on Save Button of the Response to save the uploaded files.

**16.0** OIL now looks forward to your active participation in the IFB.

Thanking you,

Yours faithfully,  
**OIL INDIA LIMITED**

**Sd/-**  
**(Arvind Kumar)**  
**Manager – (C&P)**  
**For General Manager (C&P)**  
**FOR CHAIRMAN & MANAGING DIRECTOR**

**(END OF SECTION-I)**

**INSTRUCTION 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.

**2.0 BIDDING DOCUMENTS:**

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

- a) A forwarding letter (**SECTION-I**) highlighting the following points
  - (i) Company's IFB/ Tender No.
  - (ii) Description of Work / Service
  - (iii) Bid closing date and time
  - (iv) Bid opening date, time and place
  - (v) Bid submission place
  - (vi) The Bid Security
  - (vii) The amount of Performance Guarantee
- b) Instructions to Bidders: **SECTION-II**
- c) Bid Eligibility and Bid Evaluation and Criteria: **SECTION - III**
- d) General Conditions of Contract: **SECTION-IV**
- e) Scope of Work: **SECTION-V**
- f) Special Conditions of Contract: **SECTION-VI**
- g) BIDDING FORMAT -PRICE BID (Attached under "Notes and Attachments" tab in the main bidding engine of OIL's e-Tender portal): **SECTION-VII**
- h) Integrity Pact: **SECTION-VIII**
- j) Commercial check list: **SECTION - IX**
- k) General Health, Safety & Environment (HSE) Measures: **SECTION - X**
- l) Annexures & Proformas

**2.2** The bidder is expected to examine all instructions, forms, terms and specifications in the Bid document. Failure to furnish all information required in the Bidding Documents or submission of a bid not substantially responsive to the Bidding 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 offers will not be considered and will be rejected straightway.

**4.0 AMENDMENT OF BIDDING 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 Bidding Documents by issuance of an Addendum.

**4.2** The Addendum will be sent in writing through post / courier / Fax / e-mail to all prospective Bidders to whom Company has sent the bid documents and also be uploaded in the OIL's e-portal in the "Technical RFx" area under the tab "External Area → Amendments". The company may, at its discretion, extend the deadline for bid submission for any reason. Bidders shall also check OIL's E-Tender portal ["Technical RFx" area under the tab "External Area → Amendments"] for any amendments to the bid documents before submission of their bids.

**5.0 PREPARATION OF BIDS**

**5.1 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 English translated version, which shall govern for the purpose of bid interpretation.

**5.2 DOCUMENTS COMPRISING THE BID:****(A) UN-PRICED TECHNO-COMMERCIAL BID:**

- (i) Bid Documents duly filled up as indicated.
- (ii) Complete technical details / specifications of the services offered as per tender requirement.
- (iii) Documentary evidence established in accordance with **BID ELIGIBILITY AND BID EVALUATION CRITERIA**.
- (iv) Statement of Non-Compliance (if any).
- (v) Bid Security /EMD.
- (vi) Any other document as per tender requirement (scanned copy). Hard copy(s) of the same, if called for in the tender, should be sent separately to reach **on or before the bid closing date & time failing which the bid shall be rejected.**
- (vii) Integrity Pact.

**Note:** Please note that no price details should be uploaded along with the UN-PRICED TECHNO-COMMERCIAL BID

**(B) PRICED BID:**

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

**(i) Bidding Format**

The Priced Bid shall contain the rates / prices and any other commercial information pertaining to the rates / prices. Bidder shall quote their rates / prices in the "BIDDING FORMAT" attached under "**Notes and Attachments**" tab in the main bidding engine of OIL's e-Tender portal. The price quoted in the "BIDDING FORMAT" will only be considered for evaluation.

Offer should be inclusive of any Tax, Duty, etc., as applicable. The rates shall be fixed and firm for the entire tenure of the contract and shall be binding on both the parties. No changes in these rates shall be allowed under any circumstances during the tenure of this service agreement except as mentioned in the Bid Document.

**6.0 DOCUMENTS ESTABLISHING BIDDER'S ELIGIBILITY AND QUALIFICATIONS:**

**6.1** These are listed in **BID ELIGIBILITY AND BID EVALUATION CRITERIA** , SECTION-III of the Bid document.

**7.0 BID SECURITY:**

**7.1** Bidder shall furnish as part of its bid, Bid Security for the amount as specified in the "Introduction".

7.2 The Bid Security is required to protect the Company against the risk of Bidder's conduct, which would warrant the security's forfeiture of the Bid security, pursuant to sub-para 7.7 below.

7.3 All the bids must be accompanied by Bid Security for the amount as mentioned in the Bid document and shall be in any one of the following forms:

- a) A Bank Guarantee in the prescribed format issued from any scheduled Indian Bank or any Branch of an International bank situated in India and registered with Reserve bank of India as scheduled foreign bank only will be acceptable.

Bank Guarantee issued by banks in India should be on non-judicial stamp paper/Franking receipt of requisite value as per Indian Stamp Act, purchased in the name of the Banker or the bidder.

**Bank Guarantee shall be valid for 150 days from the scheduled bid closing date.**

Bank guarantee with any condition other than those mentioned in OIL's prescribed format shall not be accepted and bids submitted by bidders with such Bank guarantee will be liable for rejection.

Bank Guarantee should be so endorsed that it can be invoked at the issuing bank's branch located at Noida or alternatively at Delhi.

- b) DD / Bank draft / Cashier cheque in favour of OIL INDIA LIMITED and payable at NOIDA/Delhi.
- c) Bid Security amount through mode of NEFT or RTGS may be deposited on or before bid closing date and time to the following designated OIL's bank account:

<b>Bank Details of Beneficiary: OIL INDIA LIMITED</b>		
<b>a</b>	Bank Name	STATE BANK OF INDIA
<b>b</b>	Branch Name	CAG BRANCH II, New Delhi
<b>c</b>	Branch Address	4 <sup>TH</sup> AND 5 <sup>TH</sup> FLOOR, REDFORT CAPITAL PARSVNATH TOWERS, BHAI VEER SINGH MARG, GOLE MARKET, NEW DELHI-110001
<b>d</b>	Bank Account No.	<b>30192825337</b>
<b>e</b>	Type of Account	Cash Credit/Overdraft
<b>f</b>	IFSC Code	<b>SBIN0017313</b>
<b>g</b>	MICR Code	110002562

If the Bid security is submitted through NEFT or RTGS mode, the bidder must upload following details along with their un-priced techno-commercial bid:

1. Name of Banker
2. Branch Name & code of the Banker
3. Deposited Amount

4. UTR Number
5. Tender Number
6. Screenshot/proof of confirming the transfer of amount.

(Note: In case of online submission of Bid security by bidder, the amount will be refunded only after adjusting bank charges, if any. The bank charges will be to bidder's account. However, the Bid Security will be governed by the terms and conditions of the Bid document).

**7.4 Any Bid not accompanied by a proper bid security in accordance with above-mentioned sub-clauses 7.1 & 7.3, shall be rejected outright by the Company as non-responsive without any further reference.**

7.5 Bid Security of unsuccessful bidders will be discharged after finalization of the tender.

7.6 Successful Bidder's Bid Security will be discharged upon the Bidder's signing of the contract and furnishing valid and proper Performance Security to OIL (if applicable) as per the contract. Successful bidder will however, ensure validity of the Bid Security till such time the Performance Security (if applicable) in conformity to relevant clause of tender is furnished.

7.7 The Bid Security shall be forfeited:

- (a) If a Bidder withdraws their Bid during the period of (including any subsequent extension) specified by the Bidder or any extensions thereof agreed to by the bidder, and / or
- (b) If the bidder having been notified of the acceptance of their bid by the Company during the validity period of the bid including extension agreed to by the bidder:
  - i) Fails or refuses to accept LOA/contracts and /or
  - ii) Fails or refuses to furnish Performance Security.
- (c) If a bidder furnishes fraudulent document / information in their bid and subsequent clarification against the tender /contracts.

**7.8 Scanned copy of the original Bid Security in the form of either Bank Guarantee or Banker's Cheque or Bank Draft may be uploaded by bidder along with the Technical bid in the "Technical Attachment" tab of OIL's E-portal. The original Bid Security (In case of Bidder(s) submitting Bid Security in the form of Bank Guarantee / Bank Draft / Banker's Cheque) shall be submitted by bidder to the office of General Manager (C&P), Oil India Limited, Plot No. 19, Sector-16A, Noida-201 301, Uttar Pradesh on or before Bid Closing date and time.**

7.9 In case any bidder withdraws their bid during the period of bid validity, Bid Security will be forfeited and the party shall be debarred from participating in future tenders for a period as per Company's policy.



7.10 Bid Security shall not accrue any interest during its period of validity or extended validity. OIL shall not be liable to pay any bank charges, commission on the amount of Bid Security.

7.11 The bidder shall extend the validity of the Bid Security, if and when specifically advised by OIL, at the bidder's cost.

7.12 In case any Bid security in the form of Bank Guarantee is found to be not genuine or issued by a fake banker or issued under the fake signatures, the bid submitted by the concerned bidder shall be rejected forthwith and the bidder shall be debarred from participating in future tenders for the period to be decided by Company.

7.13 In case a bidder does not accept the LOA /Contract issued within the validity of their offer, the Bid Security shall be forfeited and the party shall be debarred from participating in future tenders for a period to be decided by company.

7.14 The Bank guarantee issued by a Bank amongst others shall contain the complete address of the Bank including Phone.

## **8.0 PERIOD OF VALIDITY OF BIDS:**

**8.1** The Bid must be valid for 120 (One Hundred Twenty) days from date of bid Closing. **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 date of bid closing.

**8.2** In exceptional circumstances, OIL may solicit the Bidder's consent to an extension of the period of validity. The request and the response thereto shall be made in writing (or by Fax / E-mail). 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.

## **9.0 FORMAT AND SIGNING OF BID:**

**9.1** The original and all copies of the bid shall be typed or written in indelible inks and shall be signed digitally by the Bidder to bind the Bidder to the contract.

## **10.0 SUBMISSION OF BIDS:**

**10.1** 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 **Digital Certificate Class III [Organization] along with Encryption Certificate** as per Indian IT Act from the licensed Certifying Authorities (CA) operating under the Root Certifying Authority of India (RCAI), Controller of Certifying Authorities (CCA) of India before bid is uploaded.

Digital Signature Certificates having "**Organization Name**" field other than **Bidder's Name** are not acceptable.

The bid including all uploaded documents shall be digitally signed by duly authorized representative of the bidder to bind the Bidder to the contract. 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 III [Organization] along with Encryption Certificate, the bid will be rejected.

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

**10.2** Any person signing the Bid or any other document in respect of this Bid 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.

**10.3** Timely submission of the bids is the responsibility of the Bidder and Bids should be submitted before the bid closing date and time. Company shall not be responsible for any delay.

**10.4** Physical Bid/ E-mail/ Fax/Telephonic offers will not be accepted.

**10.5** Bidder shall submit the Bid, duly completed in terms of the Bid Document.

**10.6** 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 to be executed under this contract.

**11.0 DEADLINE FOR SUBMISSION OF BIDS:**

**11.1** Bids should be submitted on-line up to 02.00 PM (IST) (Server Time) on the Bid Closing date mentioned in the Forwarding Letter.

**11.2** No bid can be submitted after the submission deadline is reached. The system time displayed on the e-procurement web page shall decide the submission deadline.

**11.3** The documents in physical form must be received by Company at the address specified in the "Forwarding Letter" **on or before the bid closing date & time**. Timely delivery of the same at the address mentioned in the Forwarding Letter is the responsibility of the Bidders.

**12.0 LATE BIDS:**

**12.1** 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. Any Bid received by the Company after the Bid Closing Date & Time stipulated by the Company shall be rejected.

**13.0 MODIFICATION AND WITHDRAWAL OF BIDS:**

**13.1** Bidders will be permitted by System to withdraw or make any changes in their bid after the bid has been uploaded by the bidder prior to the Bid Closing date and time as mentioned in the bid. However, it is the responsibility of the bidder to re-submit before the bid closing date and time. But no changes would be allowed by the system once the due date and time for submission of bids has been reached and bids are opened.

**13.2** No bid can be modified / withdrawn subsequent to the deadline for submission of bids.

**13.3** No bid may be withdrawn in the interval between the deadline for submission of bids and the expiry of the period of bid validity. Withdrawal of any bid within validity period will lead to forfeiture of his / her / their Bid Security Deposit (if any) in full and debarred from participation in future tenders, at the sole discretion of the company.

**14.0 EXTENSION OF BID SUBMISSION DATE:**

**14.1** 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.

**15.0 BID OPENING AND EVALUATION:**

**15.1** The Un-priced Techno-Commercial (Technical) bid will be opened on scheduled Bid opening date & time in the presence of any attending Bidder(s) or their Authorized Representative, if any. However, an authorized letter (format given in Proforma Section) from the Bidder must be produced by Bidder's representative at the time of opening of Tender, without which such representative won't be allowed to attend the opening of Tenders. Only one representative against each Bid will be allowed to attend the bid opening. Attending Bidder(s) & Authorized Representative(s) will have to sign a register evidencing their presence.

In Technical bid opening date, only "Technical RFx" Tab Page will be allowed to be opened by the system. Bidders therefore should ensure that Un-priced Techno-Commercial bid is uploaded under "Technical Attachments" of "RFx Information" Tab Page only.

**15.2** In case it happens to be a bundh / holiday, the tender will be opened on the next working day (except Saturday). Accordingly, Bid Closing Date / time will get extended up to the next working day and time (except Saturday).

**15.3** Bids which have been withdrawn pursuant to Clause 13.1 will not be allowed to be opened by the system. OIL shall examine bids to determine whether they are complete, whether requisite Bid Securities have been furnished, whether documents have been properly signed and whether the bids are generally in order.

**15.4** OIL shall prepare, for its own records, minutes of bid opening including the information disclosed to those present in accordance with the sub-clause 15.3

**15.5** To assist in the examination, evaluation and comparison of bids, 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 vice versa, clarifications may be sought by OIL at its discretion. The request for clarification and the response shall be in writing and no change in the price or substance of the bid shall be sought, offered or permitted.

**15.6** Prior to the detailed evaluation, OIL will determine the substantial responsiveness of each bid to the requirement of the Bidding Documents. For purpose of these paragraphs, a substantially responsive bid is one, which conforms to all the terms and conditions of the Bidding Document without material deviations 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 bidding 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. OIL's determination of bid's responsiveness is to be based on the contents of the Bid itself without recourse to extrinsic evidence.

**15.7** A Bid determined as not substantially responsive will be rejected by the Company and may not subsequently be made responsive by the Bidder by correction of the non-conformity.

**15.8** 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.

**16.0 OPENING OF PRICED BIDS:**

**16.1** Company will open the Priced Bids of the techno-commercially qualified Bidders on a specific date in presence of representatives of the qualified bidders. The techno-commercially 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.

**16.2** 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.

**16.3** Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price (that is obtained by multiplying the unit price and quantity) the unit price shall prevail and the total price shall be corrected accordingly. If 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.

**17.0 EVALUATION AND COMPARISON OF BIDS:**

**17.1** OIL will evaluate and compare the bids as per Bid Evaluation Criteria (BEC) of the bidding documents.

**17.2** DISCOUNTS / REBATES: Unconditional discounts / rebates, if any, given in the bid or along with the bid will be considered for evaluation.

**17.3** 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.

**17.4** Conditional bids are liable to be rejected at the discretion of the Company.

**18.0 CONTACTING THE COMPANY:**

**18.1** No Bidder shall contact OIL 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 OIL vide sub-clause 15.5.

**18.2** An effort by a Bidder to influence OIL in the bid evaluation, bid comparison or Contract award decisions may result in the rejection of their bid.

**19.0 AWARD CRITERIA:**

**19.1** OIL will award the Contract to the successful Bidder whose bid has been determined to be substantially responsive and as per the terms of the Bid Eligibility And Evaluation Criteria, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily.

**20.0 OIL' S RIGHT TO ACCEPT OR REJECT ANY BID:**

**20.1** OIL 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 OIL's action.

**21.0 NOTIFICATION OF AWARD:**

**21.1** Prior to the expiry of the period of bid validity or extended validity, OIL will notify the successful Bidder in writing by registered letter or by cable or telex or fax or e-mail (to be confirmed in writing by registered / couriered letter) that its bid has been accepted.

**21.2** The notification of award will constitute the formation of the Contract.

**22.0 SIGNING OF CONTRACT:**

**22.1** The successful bidders(s) shall be notified by the Company of its intention to enter into an Agreement with him/her/them on the basis of his/her/their acceptance of the offer. Such notification shall be treated as a "Letter of Award (LOA)".

**22.2** The successful Bidder(s) will be required to enter into a formal Service Agreement within 30 (thirty) days of issue of Letter of Award (LOA) based on the instant tender on the OIL Standard forms of agreement.

**22.3** Failure of the successful bidders to comply with the conditions as specified in Para 22.2 above would render him liable for rejection and in turn forfeiture of Bid Security (if any) apart from any other actions the Company may take against him at its sole discretion. The party shall also be debarred for a period of 2(two) years from the date of default.

**23.0 PROVISION FOR ACTION IN CASE OF ERRING / DEFAULTING AGENCIES:**

Action against erring and defaulting agencies like bidder, contractor, supplier, vendor, service provider will be as per OIL's Banning Policy available in OIL's website [www.oil-india.com](http://www.oil-india.com).

**24.0 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.

**25.0** Along with the Un-Priced Techno-Commercial bid, bidders must submit duly filled undertaking as per format provided vide **Annexure-II** as undertaking towards submission of authentic information/documents.

**(END OF SECTION-II)**

**BID ELIGIBILITY AND EVALUATION CRITERIA****GENERAL CONFORMITY:**

The bid shall conform generally to the specifications and terms and conditions given in the Bid Documents. Bids will be rejected in case the services offered do not conform to the required parameters stipulated in the technical specifications. Notwithstanding the general conformity of the bid to the stipulated specifications, the following requirements will have to be particularly met by the bidders without which the same will be considered as non-responsive and rejected. All the documents related to BEC/BRC must be submitted along with the Un-Priced Techno-Commercial Bid.

**BID ELIGIBILITY CRITERIA (BEC)****1.0 BASIC ELIGIBILITY CRITERIA:**

- 1.1 The bidder should be a Company incorporated/registered in India under Indian Companies Act 1956/2013 or a Limited Liability Partnership under the Limited Liability Partnership Act of India, 2008. *(Registration certificate/certificate of Incorporation of business to be submitted along with technical bid)*
- 1.2 The Bidder must have at least one office in India which has been operational as on the original bid closing date (certificate of commencement to be provided along with technical bid)
- 1.3 **The bidder must be incorporated/constituted in India and must maintain more than 20% local content for the offered services to be eligible to bid against this tender.**

Regarding calculation of local content and submission of documents during bidding & execution of contracts, provision of Public Procurement (Preference to Make in India-2017), revision vide Letter No. P-45021/2/2017-PP (BE-II) dated 16.09.2020 issued by DPIIT & Letter No. FP-20013/2/2017-FP-PNG- Part(4) (E-41432) dated 26.04.2022 by-MoPNG (including subsequent amendments thereof, if any) shall be applicable.

It is mandatory for bidders to meet the following at the bidding stage:

- (a) The bidder must provide the specific percentage (%) of local content in their bid, without which the bid shall be liable for rejection.
- (b) *The Bidder shall submit an undertaking, from their authorised signatory having the Power of Attorney, along with the bid specifying the LC Percentage and such undertaking shall become part of the contract, if awarded [Format enclosed as **Proforma-V**].*
- (c) *The aforesaid undertaking of the bidder shall also be supported by a certificate from the statutory auditor or cost auditor of the company (in case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of other than companies) giving the percentage of local content.*

**2.0 TECHNICAL CRITERIA:**

- 2.1** The bidder should have experience of successfully executing at least 1 (one) similar contract in preceding 07 (Seven) years to any Maharatna / Navratna PSU or a PSU/MNC/Private Sector company having at least an annual turnover of Rs.2,000 crores. Period in this regard shall be reckoned from the original stipulated bid closing date of the tender.

**Notes to Clause 2.1 above:**

- A. Similar jobs means conducting Succession Planning and Leadership Development/Competency Management / Learning Management related consultancy assignment as mentioned in scope of work.
- B. In support of above experience criteria, bidders are required to submit documentary evidence like relevant pages of contracts/work orders and completion certificate/payment certificate issued by the clients showing details of work carried out to complete the full scope of work as enumerated in the scope of work, name and place of the client, type/nature of the job, contact start date – completion date etc.
- C. In case bidder expresses its inability to submit necessary documents i.e. copies of work order and completion certificate for reasons of Non-Disclosure Agreement (NDA) or other reasons (clearly specifying the reasons) in support of meeting the experience criteria, a certificate, in original, certifying all the required information, issued by authorised signatory having the Power of Attorney of the Bidder along with a declaration that the bidding company is not in a position to submit the required documents owing to the NDA or other reason with an endorsement by Chartered Accountant / Statutory Auditor / Certified Public Accountant (not being an employee or a Director or not having any interest in the bidder(s) company/firm) must be submitted duly highlighting the following information:
  - a) Name and place of the client
  - b) Contract/Work-order number and date
  - c) Type/nature of jobs executed
  - d) Contract start date and completion date
- D. Technical experience of the bidding entity's branch office/ parent/ sister/ member of same network or member of same global firm may be considered for the above Evaluation Criteria provided a certificate is given by the bidding entity mentioning that they would be able to draw resources/expertise from them as and when required to fulfil the commitments.
- E. The job executed by bidder for its own organisation / subsidiary will not be considered as experience for meeting the BEC.
- F. In case requisite experience is against OIL's Contract, bidder shall only require to categorically specify OIL's Contract Number and date and need not submit completion certificate separately.

- 2.2** The bidder shall have to offer and provide all the services under scope of work and required to refer to the relevant part of the Bid for detailed scope of work for the

services to be carried out. Categorical confirmation (as per the **Annexure-B**) is essential in this regard.

**3.0 FINANCIAL CRITERIA:**

**3.1** The Bidder should have minimum annual turnover of **Rs.1.64 Crores** in any one of the preceding 3 (three) financial years.

**3.2** Net Worth should be positive for the preceding financial/accounting year.

Note: The Net worth to be considered against Clause No. 3.2 above, should be read in conjunction with the definition of Net worth as mentioned in Section 2 (57) of the Companies Act, 2013.

**3.3** *For proof of Annual turnover and Net Worth, any one of the following documents should be submitted along with the bid:*

- i. Audited Balance Sheet and Profit and Loss statement.
- ii. Certificate issued by a practicing Chartered/Cost Accountant (with Membership Number and Firm Registration Number), as per format prescribed in **Proforma-I**.

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

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

**3.5** In case the Audited Balance sheet and Profit Loss Account submitted along with the bid are in currencies other than INR, the bidder shall have to convert the figures in equivalent INR considering the prevailing conversion rate on the date on which the Audited Balance Sheet and Profit & Loss Account is signed. A CA Certificate is to be submitted by the bidder regarding converted figures in equivalent INR. Else, the Audited Balance Sheet and Profit & Loss Account shall be evaluated by considering the BC selling rate declared by State Bank of India (on the date on which the Audited Balance Sheet and Profit & Loss Account is signed) for conversion to INR.

**4.0 COMMERCIAL CRITERIA:**

**4.1** The bids are to be submitted in **single stage under 2 (two) bid system** i.e. Un-priced Techno-Commercial Bid and Priced Bid together. Only the Price Bid should contain the quoted price.

**4.2** Bid should have a validity of offer for a minimum of **120 (one hundred twenty) days** from the original bid closing date.

**4.3** The price quoted by the successful bidder must be firm during the performance of the contract and not subject to variation on any account except as mentioned in the

- bid document. Any bid submitted with adjustable price quotation other than the above will be treated as non-responsive and rejected.
- 4.4** The bidder should quote for all the items mentioned in the Bidding Format, failing which their offer will be rejected. Offer should be inclusive of any Tax, Duty, etc., as applicable.
- 4.5** Bid Security is applicable against this tender. Bidders shall submit the bid security for an amount & validity mentioned in this tender along with their bid.
- 4.6 Integrity Pact:** The Integrity Pact is applicable against this tender. OIL shall be entering into an Integrity Pact with the bidders as per format enclosed vide “**Section-VIII- Integrity Pact**” of the tender document. This Integrity Pact proforma has been duly signed digitally by OIL’s competent signatory. The proforma has to be returned by the bidder (along with the Un-priced Techno-Commercial Bid) duly signed (digitally) by the same signatory who signed the bid, i.e., who is duly authorized to sign the bid. Uploading the Integrity Pact with digital signature will be construed that all pages of the Integrity Pact has been signed by the bidder’s authorized signatory who sign the Bid.
- 4.7** Bid Documents / User Id & Password for OIL's E-Tender portal are not transferable. Bid made by parties who have not been allowed to participate against the tender will be rejected.
- 4.8** Any bid received in the form of Physical document/Fax/E-mail will not be accepted.
- 4.9** Bids shall be typed or written in indelible ink. The bidder or his authorized representative shall sign the bid digitally, failing which the bid will be rejected.
- 4.10** The bid and all attached documents should be digitally signed by the bidder using Digital Certificate Class III [Organization] along with Encryption Certificate as per Indian IT Act from the licensed Certifying Authorities (CA) operating under the Root Certifying Authority of India (RCAI), Controller of Certifying Authorities (CCA) of India before bid is uploaded. All the documents uploaded shall be digitally signed by the authorized signatory of the bidder.
- 4.11** Bids shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by bidder, in which case such corrections shall be initiated by the persons(s) signing (digitally) the bid. However, white fluid should not be used for making corrections. Any bid not meeting this requirement shall be rejected.
- 4.12** Any bid containing false statement will be rejected and action will be taken by Company as per Bid Document.
- 4.13** Bidders must quote clearly and strictly in accordance with the price schedule outlined in Bidding Format attached under "Notes and Attachments" tab in the main bidding engine of OIL's e-Tender portal; otherwise the bid will be rejected. All other techno-commercial documents to be submitted with Techno-Commercial Bid as per tender requirement in “**Technical Attachments**” area under “**RFx Information**” tab.
- 4.14** Bidder must accept and comply with the following provisions as given in the Tender Document in toto, failing which offer will be rejected:
- i. Firm price
  - ii. Bid Security/EMD



- iii. Period of validity of Bid
- iv. Price Schedule
- v. Performance Bank Guarantee / Security deposit
- vi. Delivery / Completion Schedule
- vii. Scope of work
- viii. Liquidated Damages clause
- ix. Tax liabilities
- x. Arbitration/Resolution of Dispute Clause
- xi. Force Majeure
- xii. Applicable Laws
- xiii. Specifications
- xiv. Integrity Pact
- xv. Any other condition specifically mentioned in the tender documents elsewhere that non-compliance of the clause lead to rejection of the bid.

**4.15** There should not be any indication of price in the Un-priced Techno-Commercial Bid. A bid will be straightway rejected if this is given in the Un-priced Techno-Commercial Bid.

### **BID EVALUATION CRITERIA:**

**5.0** BID EVALUATION CRITERIA: Prices shall be opened in respect of only the techno-commercially acceptable bidders whose bids have been found to be substantially responsive. The bids conforming to the terms and conditions stipulated in the tender documents are considered to be responsive after being subjected to the Eligibility Criteria mentioned above and will be considered for further evaluation as per the Bid Evaluation Criteria given below:-

#### **5.1 Quality & Cost Based Selection (QCBS) methodology**

Bids shall be evaluated both in terms of Quality as well as Quoted Price i.e. by using Quality & Cost Based Selection (QCBS) methodology. The weightage for Quality is 70 and the weightage for the Quoted price is 30.

##### **5.1.1 Technical Proposal Evaluation**

The Bidders will be selected under the Quality cum Cost Based System method (QCBS) with weightages of 70:30 (70% for technical proposal and 30% for financial proposal).

Each responsive bid will be given a technical mark applying the evaluation criteria and sub-criteria, marked on a scale of 1 to 100 as detailed in **Technical Scoring (ANNEXURE-A)**. The Priced bid of the eligible parties will be considered for evaluation of financial proposal. Then the total marks shall be weighted to evaluate final scores.

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

$$St = 100 * T/Tm \dots\dots\dots (i)$$

Where, T= technical mark of individual bidder

##### **5.1.2 Financial Proposal Evaluation**

The total price,  $C_m$  quoted by the lowest bidder, shall be given commercial score ( $S_f$ ) of 100 points. The commercial scores of other technically qualified bidders will be computed as follows:

$$S_f = 100 \times C_m / C \dots\dots\dots (ii)$$

Where  $C$  = Quoted Total Price of individual bidder

**5.1.3 Final Evaluation based on weightage given for Technical and Financial (Price) scores obtained from (i) and (ii) above:**

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

$$S = S_t \times 0.7 + S_f \times 0.3$$

Where  $S$  = total evaluated score

$S_t$  = Technical score as obtained from (i) above

$S_f$  = Commercial (Price) score as obtained from (ii) above

**The bidder with highest evaluated score 'S' above will be considered as the successful bidder for award of contract.**

**Notes**

- i.** Scores will be calculated up to two decimal points only.
- ii.** In the event two or more bidders having same score in the Total Combined Score ( $S$ ), the Bidder with higher/ highest Technical Score shall be treated as successful Bidder.
- iii.** In the event two or more bidders having same score in the final ranking and with same technical score then the successful bidder shall be determined through Draw of Lots between such eligible bidders.

**6.0 GENERAL:**

- 6.1** In case bidder takes exception to any clause of bidding document not covered under BEC, then the Company has the discretion to load or reject the offer on account of such exception if the bidder does not withdraw / modify the deviation when / as advised by company. The loading so done by the company will be final and binding on the bidders. No deviation will however be accepted in the clauses covered under BEC.
- 6.2** To ascertain the substantial responsiveness of the bid the Company reserves the right to ask the bidder for clarification in respect of clauses covered under BEC also and such clarifications fulfilling the BEC clauses in toto must be received on or before the deadline given by the company, failing which the offer will be evaluated based on the submission. However, mere submission of such clarification shall not make the offer responsive, unless company is satisfied with the substantial responsiveness of the offer.

- 6.3** If any of the clauses in the BEC contradict with other clauses of bidding document elsewhere, the clauses in the BEC shall prevail.
- 6.4** Bidder(s) must note that requisite information(s)/financial values etc. as required in the BEC & Tender are clearly understandable from the supporting documents submitted by the Bidder(s); otherwise Bids shall be rejected.
- 6.5** The originals of such documents [furnished by bidder(s)] shall have to be produced by bidder(s) to OIL as and when asked for.
- 6.6** If there is any discrepancy between the unit price and the total price, the unit price will prevail and the total price shall be corrected. Similarly, if there is any discrepancy between words and figure, the amounts in words shall prevail and will be adopted for evaluation.
- 6.7** The quantities shown against each item in the Bidding Format shall be considered for the purpose of Bid Evaluation. It is, however, to be clearly understood that the assumptions made in respect of the quantities of various items in the price bidding format are only for the purpose of evaluation of the bid and the Contractor will be paid on the basis of the actual consumption.
- 6.8** Price Bids of only techno-commercially qualified bidders will be evaluated in terms of Quality as well as Quoted Price i.e. by using Quality & Cost Based Selection (QCBS) methodology.
- 6.9** Price Bid uploaded without giving any of the details of the taxes (Including rates and amounts) will be considered as inclusive of all taxes including GST.
- 6.10** When a bidder mentions taxes as extra without specifying the rates & amount, the offer will be loaded with maximum value towards taxes received against the tender for comparison purposes. If the bidder emerges as lowest bidder after such loading, in the event of order on that bidder, taxes mentioned by OIL on the Purchase Order/Contracts will be binding on the bidder.
- 6.11** Discount: Bidders are advised not to indicate any separate discount. Discount if any, should be merged with the quoted price. Discount of any type indicated separately will not be taken into account of evaluation purposes. However, in the event such offer without considering discount is found to be successful, OIL shall avail such discount at the time of award of contract.
- 6.12** Purchase Preference to MSE bidders as well to Class-I supplier under Public Procurement (Preference to Make in India) shall not be applicable against this tender.
- 7.0** **COMPLIANCE OF THE COMPETITION ACT, 2002:** The bidder shall strictly comply with the provisions of the Competition Act, 2002, more particularly, Section-3 of the Act. Any violation the provisions of the Act shall attract penal action under the Act.

**Technical Scoring ( Annexure-A)**

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

Sl	Criteria	Maximum allotted Marks	Details to be specified or given in separate Annexures	Scoring Method					
1	Experience in similar projects								
(i)	Number of consultancy assignments completed by the bidder in the last seven years (cut-off date taken as the original bid closing date) in a Maharatna/ Navratna PSU or a PSU/ MNC/ Private Sector company having at least an annual turnover of Rs. 2000 crores in one or more of the following areas of value at least INR 5 Crore 1. Succession Management 2. Learning and Competency	10.00	Details to be provided in the format specified at <b>Table 1</b> and supporting documents* to be submitted						
				5 or More projects	4 projects	3 projects	2 projects	1 project	No project
				10	8	6	4	2	0
(ii)	Number of consultancy assignments completed by the bidder in the last seven years (cut-off date taken as the original bid closing date) in a Maharatna/ Navratna Oil and Gas PSU in one or more of the following areas in the last 7 years of value at least INR 5 Crore 1. Succession Management 2. Learning and Competency 3	10.0	Details to be provided in the format specified at <b>Table 2</b> and supporting documents* to be submitted						
				3 or More projects	2 projects	1 project	No project		
				10	5	3	0		
Sub-Total: Experience		20.00							

\*In support of above experience criteria, bidders are required to submit documentary evidence 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 Scope of Work etc. In case bidder expresses its inability to submit necessary documents i.e. copies of work order and completion certificate for reasons of Non-Disclosure Agreement (NDA) or other reasons (clearly specifying the reasons) in support of meeting the experience criteria, a certificate, in original, certifying all the required information, issued by authorised signatory having the Power of Attorney of the Bidder along with a declaration that the bidding company is not in a position to submit the required documents owing to the NDA or other reason with an endorsement by Chartered Accountant / Statutory Auditor / Certified Public Accountant (not being an employee or a Director or not having any interest in the bidder(s) company/firm) may be submitted.

In support of the annual turnover of the client (if the client is not a listed entity during the period of assignment), 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.

2	Approach & Methodology								
Sl	Criteria	Maximum allotted Marks	Details to be specified or given in separate Annexures	Scoring Method					
(i)	Understanding of scope of work and objectives: •Organization and business context •Challenges and growth aspirations •Objective of the work Identification of: •Project Requirements •Focus Areas •Deliverables	10.00	Separate Write Up on objective of the project, requirements, focus areas and deliverable to be submitted as per details provided in the scope of work	Team Marks ( i.e. OIL’s bid evaluating team will give the marks) as per the following evaluation scale:					
				Exceptional	Exceeds Expectation	Meets Expectation	Below Expectation	Unsatisfactory	Writeup not submitted
				10	8	6	4	2	0
(ii)	Detailed overall approach & Methodology for carrying out the implementation of the	10.00	Separate Write Up under heading of <b>Approach &amp;</b>	Team Marks ( i.e. OIL’s bid evaluating team will give the marks) as per the following scale:					

	project in OIL as per scope of work.		<b>Methodology</b> for implementation of the project to be submitted as per details provided in the scope of work	<table><tr><td>Exceptional</td><td>Exceeds Expectation</td><td>Meets Expectation</td><td>Below Expectation</td><td>Unsatisfactory</td><td>Writeup not submitted</td></tr><tr><td>10</td><td>8</td><td>6</td><td>4</td><td>2</td><td>0</td></tr></table>	Exceptional	Exceeds Expectation	Meets Expectation	Below Expectation	Unsatisfactory	Writeup not submitted	10	8	6	4	2	0
Exceptional	Exceeds Expectation	Meets Expectation	Below Expectation	Unsatisfactory	Writeup not submitted											
10	8	6	4	2	0											
(iii)	Work plan: Robustness of work plan to ensure quality and timelines for meeting project targets and timeliness of deliverables, with weekly/monthly break up of activities, specific requirement from Oil India Limited and specific timelines of the consulting organisation against each activity for effectiveness and milestones. This would include details on quality of manpower and number of man-hours to be deployed by the bidder.	10.00	Separate Write Up under heading of <b>Approach for workplan and implementation of the project</b> to be submitted as per details provided in the scope of work.	<p>Team Marks ( i.e. OIL’s bid evaluating team will give the marks) as per the following scale:</p> <table><tr><td>Exceptional</td><td>Exceeds Expectation</td><td>Meets Expectation</td><td>Below Expectation</td><td>Unsatisfactory</td><td>Writeup not submitted</td></tr><tr><td>10</td><td>8</td><td>6</td><td>4</td><td>2</td><td>0</td></tr></table>	Exceptional	Exceeds Expectation	Meets Expectation	Below Expectation	Unsatisfactory	Writeup not submitted	10	8	6	4	2	0
Exceptional	Exceeds Expectation	Meets Expectation	Below Expectation	Unsatisfactory	Writeup not submitted											
10	8	6	4	2	0											
<b>Sub-Total: Approach &amp; Methodology</b>		<b>30.00</b>														

3	Key Personnel																	
Sl	Criteria	Maximum allotted Marks	Details to be specified or given in separate Annexures	Scoring Method														
(i)	Number of projects related to HR consultancy handled by the Team Lead	10.00	Curriculum Vitae of Team lead to be attached. Team Lead Should be a permanent employee of the vendor	<table><tr><td>3 or More projects</td><td>2 projects</td><td>1 project</td><td colspan="2">No project</td></tr><tr><td>10</td><td>5</td><td>3</td><td colspan="2">0</td></tr></table>					3 or More projects	2 projects	1 project	No project		10	5	3	0	
3 or More projects	2 projects	1 project	No project															
10	5	3	0															
(ii)	Work experience of Oil and Gas SME associated with the team on handling of assignment on Succession Planning	10.00	Curriculum Vitae of prospective SME to be attached. SME should be a permanent employee of the vendor	<table><tr><td>3 or More projects</td><td>2 projects</td><td>1 project</td><td colspan="2">No project</td></tr><tr><td>10</td><td>5</td><td>3</td><td colspan="2">0</td></tr></table>					3 or More projects	2 projects	1 project	No project		10	5	3	0	
3 or More projects	2 projects	1 project	No project															
10	5	3	0															
(iii)	Average work experience of project team members.	10.00	Curriculum Vitae all the team members to be attached. Also details of prospective faculties to be provided in format specified at <b>Table 3</b> . Team members should be permanent employee of the vendor. Member having minimum 3 years work experience only will be counted and up to maximum 10 members	<table><tr><td>10 or More years</td><td>8-9 Years</td><td>6-7 Years</td><td>4-5 Years</td><td>3 Year or less</td></tr><tr><td>10</td><td>8</td><td>6</td><td>4</td><td>2</td></tr></table>					10 or More years	8-9 Years	6-7 Years	4-5 Years	3 Year or less	10	8	6	4	2
10 or More years	8-9 Years	6-7 Years	4-5 Years	3 Year or less														
10	8	6	4	2														
(ii)	Number of projects related to Succession Management / Leadership Development handled by the SME	10.00	Curriculum Vitae of SME on Succession Management / Leadership Development to be attached. SME Should be a permanent employee of the vendor	<table><tr><td>3 or More projects</td><td>2 projects</td><td>1 project</td><td colspan="2">No project</td></tr><tr><td>10</td><td>5</td><td>3</td><td colspan="2">0</td></tr></table>					3 or More projects	2 projects	1 project	No project		10	5	3	0	
3 or More projects	2 projects	1 project	No project															
10	5	3	0															
(ii)	Number of projects related Competency Framework/ learning management handled by SME	10.00	Curriculum Vitae of SME Organization Design / Workforce Planning to be attached. SME Should be a permanent employee of the vendor	<table><tr><td>3 or More projects</td><td>2 projects</td><td>1 project</td><td colspan="2">No project</td></tr><tr><td>10</td><td>5</td><td>3</td><td colspan="2">0</td></tr></table>					3 or More projects	2 projects	1 project	No project		10	5	3	0	
3 or More projects	2 projects	1 project	No project															
10	5	3	0															

<b>Sub-Total: Key Personnel</b>	<b>50.00</b>	
<b>Overall Total</b>	<b>100.00</b>	

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

Oil India Limited (OIL) reserves the right to verify the original documents of the bidder, contact the Client(s) referred by the Bidder for authentication of the documents submitted by the Bidder. OIL may contact the clients/operators under intimation/copy to the respective Bidder. It will be the responsibility of the Bidder to take up the matter with his Client(s) and arrange for the confirmation as desired by OIL

Technical experience of the bidding entity's branch office/ parent/ sister/ member of same network or member of same global firm may be considered for the above Evaluation Criteria provided a certificate is given by the bidding entity mentioning that they would be able to draw resources/expertise from them as and when required to fulfil the commitments.

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

It shall be the bidder's responsibility to ensure submission of unambiguous /clear and sufficient documentary evidence in support of the evaluation criteria. All Certificates and documentary evidences should be in the English language.



**Table – 1**

Number of consultancy assignments completed by the bidder in the last seven years in a Maharatna/ Navratna PSU or a PSU/ MNC/ Private Sector company Name of the Bidder:

Client Name	Country	Address	Assignment carried out	Period of assignment		Contact person name, contact no. and email	Value of assignment carried out	Annual turnover of the client during the period of assignment*
				Starting date	Completion date			
Total value								

\*In case of a PSU/MNC/Private Sector Company having at least an annual turnover of Rs.2000 crores

Signature of authorized signatory of the bidder:

Date:

Seal of the Bidder:

**Table – 2**

Number of consultancy assignments completed by the bidder in the last seven years (cut-off date taken as the original bid closing date) in a Maharatna/ Navratna Oil and Gas PSU

Name of the Bidder:

Client Name	Country	Address	Assignment carried out	Period of assignment		Contact person name, contact no. and email	Value of assignment carried out
				Starting date	Completion date		
					Total value		

Signature of authorized signatory of the bidder:

Date:

Seal of the Bidder:

**Table – 3**

Average experience of core team members proposed for the assignment (tentative list of core team members should have minimum 4 personnel and maximum 10 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 of the Bidder:

**Declaration to provide all the services under scope of work of Tender No. \_\_\_\_\_**

With reference to clause no. 2.2 under bid eligibility and evaluation criteria of tender, as the bidder we confirm to provide all the services under scope of work mentioned in the tender and required to refer to the relevant part of the Bid for detailed scope of work for the services to be carried out.

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

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

Designation: \_\_\_\_\_

Seal of the Bidder

**(END OF ANNEXURE-B)**

**(END OF SECTION-III)**

**GENERAL CONDITIONS OF CONTRACT****1.0 APPLICABILITY, DEFINITION & INTERPRETATION:****1.1 Applicability**

All clauses in the General Conditions of Contract [GCC] shall apply to all transactions except as otherwise stated in the Special Conditions of Contract [SCC] and/or BEC/BRC. Furthermore, in the event if there is any conflict between the Principal text of the Agreement and the Appendixes, the Principal text will prevail.

**1.2 Definition & Interpretation**

In the contract (as hereinafter defined) the following words and expressions shall have the meaning hereby assigned to them except where the context otherwise requires:

**1.2.1 COMPANY/OIL/Operator:**

Shall mean Oil India Limited [OIL] a Public Sector Undertaking, incorporated under COMPANY's Act 1956 having its registered office at Duliajan-786602, Assam, India and includes its successor and permitted assigns.

**1.2.2 CONTRACTOR:**

Shall mean the person or persons, firm or COMPANY or corporation incorporated in India or abroad, who has been awarded with the contract and includes contractor's legal representatives, his successors and permitted assigns.

**1.2.3 Contract:**

Shall mean a written agreement between the COMPANY and the CONTRACTOR for execution of the services/works including all contract documents and subsequent amendments, if any.

**1.2.4 Site:**

Shall mean the place in which the operations/services are to be carried out or places approved by OIL for the purposes of the CONTRACT together with any other places designated in the CONTRACT as forming part of the site.

**1.2.5 COMPANY's Site Representative/Engineer:**

Shall mean the person or the persons appointed by the COMPANY from time to time to act on its behalf at the site for overall co-ordination, supervision and project management at site.

**1.2.6 Sub-Contract:**

Shall mean order/contract placed by the CONTRACTOR for any portion of the CONTRACT or work sublet with necessary written consent of COMPANY on third party. Such sub-letting shall not relieve the CONTRACTOR from any obligation, duty or responsibility under the CONTRACT.

**1.2.7 Sub-Contractor:**

Shall mean any person or firm or COMPANY (other than CONTRACTOR) to whom any part of the work has been entrusted by CONTRACTOR, with written consent of OIL or the persons appointed by OIL, successors and permitted assigns of such persons, firm or COMPANY).

**1.2.8 Contractor's Representative:**

Shall mean such person/or persons duly appointed representative at the site and base as the CONTRACTOR may designate in writing to the COMPANY as having authority to act for the CONTRACTOR in matters affecting the work and to provide the requisite services.

**1.2.9 Contract Price/Value:**

Shall mean the sum accepted or the sum calculated in accordance with the rates accepted in tender and/or the contract rates as payable to the CONTRACTOR for the entire execution and completion of the services/works, including amendments/modification/change order issued by the COMPANY.

**1.2.10 Firm price:**

The prices will remain unchanged, except for statutory changes, during currency of the CONTRACT unless specifically agreed to in writing by COMPANY.

**1.2.11 Service/Works/Operations:**

Shall mean and include all items and things to be supplied/done and all work/Service to be performed by the CONTRACTOR as specified in the Scope of Work under this CONTRACT and shall also include all extra, additional, altered or substituted works/services as required for the purpose of successful execution of the Contract.

**1.2.12 Equipment/Materials/Goods:**

Shall mean and include any equipment, machinery, instruments, stores, goods which CONTRACTOR is required to provide to the COMPANY for/under the CONTRACT and amendments thereto.

**1.2.13 Drawings:**

Shall mean and include all Engineering sketches, general arrangements/ layout drawings, sectional plans, all elevations, photographs, etc. related to the CONTRACT together with modification and revision thereto.

**1.2.14 Specifications:**

Means and includes all technical specifications, provision attached and referred to in the tender/contract document regarding method and manner of performing the services and qualities of the service/materials to be provided under the contract and also as modified by the COMPANY/its site representative during the execution of contract in the best interest of service.

**1.2.15 Engineer In-charge (EIC):**

Shall mean the person designated from time to time by the COMPANY and shall include those who are expressly authorized by the COMPANY to act for and on its behalf for operation of the contract.

**1.2.16 Inspectors:**

Shall mean any person or outside Agency nominated by COMPANY to inspect equipment, materials and services, if any, in the CONTRACT (stage wise as well as final) as per the terms of the CONTRACT.

**1.2.17 Tests:**

Shall mean such process or processes to be carried out by the CONTRACTOR as are prescribed in the CONTRACT, considered necessary by the COMPANY or their representative to ascertain quality, workmanship, performance and efficiency of equipment or services thereof.

**1.2.18 Approval:**

Shall mean and include the written consent duly signed by COMPANY or their authorized official in respect of all documents, drawings or other particulars in relation to the CONTRACT.

- 1.2.19 Day:**  
Shall mean a calendar day of twenty –four (24) consecutive hours beginning at 00:00 hours with reference to local time at the site.
- 1.2.20 Month:**  
Shall mean a calendar month as per Gregorian calendar.
- 1.2.21 Year:**  
Shall mean calendar year as per Gregorian calendar.
- 1.2.22 Working day:**  
Means any day which is not declared to be holiday by the COMPANY.
- 1.2.23 Bid/offer:**  
Shall mean the proposal/Offer along with supporting documents submitted by the bidder in response to the tender or enquiry in accordance with the terms of Tender or Enquiry, for consideration by COMPANY, prior to award of contract.
- 1.2.24 Guarantee:**  
Shall mean the period and other conditions governing the warranty/guarantee of the services as provided in the CONTRACT.
- 1.2.25 Mobilization:**  
Shall mean rendering the equipment fully manned and equipped as per CONTRACT and ready to begin work at site designated by the COMPANY and accepted by the COMPANY after inspection.
- 1.2.26 De-mobilization:**  
Shall mean the removal of all items forming part of the mobilization from the site of the COMPANY and inspection and acceptance thereafter by the COMPANY including compliance of requirement in relation to re-export of imported equipment/materials under concessional duty scheme in accordance with relevant notification from Customs Authorities.
- 1.2.27 Willful Misconduct:**  
Shall mean 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 of the Company or Third Party.
- 1.2.28 Gross Negligence:**  
Shall mean 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 unjustifiable 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.
- 1.2.29 Criminal Negligence:**  
Shall mean that the crime happened negligently, there was duty of care upon the Person but inadvertently due to his negligence, the duty was breached, which causes harm to the people in the form of death or serious injury.
- 1.2.30 GST Legislations:**  
'GST legislations' means 'any or all of the following legislations as may be applicable to the CONTRACTOR and OIL:  
(A) The Central Goods & Services Tax Act, 2017;  
(B) The Integrated Goods & Services Act, 2017;

- (C) The Union Territory Goods & Services Tax Act, 2017;
- (D) The respective State Goods & Service Tax Acts'
- (E) The Goods and Services (Compensation to States) Act, 2017
- (F) The Customs Act and the Customs Tariff Act.
- (G) Any other applicable Act related to GST

**2.0 CONTRACT DOCUMENT:**

- 2.1 **Governing language:** The governing language for the CONTRACT shall be English. All CONTRACT documents and all correspondence and communication to be given and all other documentation to be prepared and supplied under the CONTRACT shall be written in English and the CONTRACT shall be construed and interpreted in accordance with English language.
- 2.2 **Entire Agreement:** The CONTRACT constitutes the entire agreement between OIL and the CONTRACTOR with respect to the subject matter of the CONTRACT and supersedes all communication, negotiations and agreement (whether written or oral) of the parties with respect thereto made prior to the date of this agreement, unless such communication(s) expressly forms part of the contract or included by reference.
- 2.3 **Amendment in CONTRACT:** No Amendment of the Contract shall be valid unless it is in writing, is dated, expressly refers to the Contract, and is signed by a duly authorized representative of each party thereto. OIL shall not be bound by any printed conditions, provisions in the CONTRACTOR's BID, forms of acknowledgement of CONTRACT, invoice and other documents which purport to impose any condition at variance with or supplement to CONTRACT.

**3.0 WAIVERS AND AMENDMENTS:**

- 3.1 **Waivers:** It is fully understood and agreed that none of the terms and conditions of this contract shall be deemed waived by either party unless such waiver is executed in writing only by the duly authorized representatives of both the parties. The failure of either party to execute any right shall not act as a waiver of such right by such party.
- 3.2 **Change Program:** It is agreed that CONTRACTOR shall carry out work in accordance with the completion program (e.g. Drilling Programme) to be furnished by the COMPANY, which may be changed from time to time by reasonable modifications in the program as COMPANY sees fit. COMPANY's instruction in this regard shall be final and binding.

**4.0 CONTRACT TIMELINE:**

- 4.1 **Effective Date of Contract:**  
The contract shall become effective as of the date COMPANY notifies the CONTRACTOR in writing that it has been awarded the contract. This date of issuance of Letter of Award (LOA) by the COMPANY will be the effective date of contract. All terms and conditions of the contract shall come into force with the date of issuance of LOA.
- 4.2 **Date of Commencement of Operation:**  
The date on which the mobilization is completed in all respects and CONTRACTOR is ready to commence operation as per the contract provision [Certified by the COMPANY's representative] will be treated as the date of Commencement of Operation.
- 4.3 **Duration of the contract:**



The contract shall be valid for a period as defined in the LOA and Scope of Work & Special Conditions of Contract [SCC].

**5.0 SCOPE OF WORK/CONTRACT:**

Scope of the CONTRACT shall be as defined in the CONTRACT, specifications, drawings and Appendices.

**6.0 GENERAL OBLIGATION OF CONTRACTOR:**

CONTRACTOR shall, in accordance with and subject to the terms and conditions of this Contract:

- 6.1 Perform the work described in the Terms of Reference/Scope of Work. The CONTRACTOR shall execute the work with professional competence and in an efficient and workman like manner.
- 6.2 Except as otherwise provided in the Terms of Reference and the special Conditions of the contract, employ all labours/personnel as required to perform the work.
- 6.3 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.
- 6.4 Comply with all applicable statutory obligations specified in the contract.
- 6.5 CONTRACTOR shall be deemed to have satisfied himself before submitting their 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.
- 6.6 CONTRACTOR shall be deemed, prior to submitting their bids, to have satisfied themselves about the weather conditions, working culture in the area, socio-political environment, safety & security aspects, law & order situation and law of the land, 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.
- 6.7 CONTRACTOR 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 CONTRACTOR's obligations under the contract.

**7.0 GENERAL OBLIGATION OF COMPANY:**

COMPANY shall, in accordance with and subject to the terms and conditions of this contract:

- 7.1 Pay CONTRACTOR in accordance with terms and conditions of the contract.
- 7.2 Allow CONTRACTOR access, subject to normal security and safety procedures, to all areas as required for orderly performance of the work as specified in the Scope of Works of the contract or work connected therewith.
- 7.3 Perform all other obligations required of COMPANY by the terms of this contract.

**8.0 DUTIES AND POWER/AUTHORITY:**

**8.1 OIL's site representative/engineer:**

The duties and authorities of OIL's site representative/engineer are to act on behalf of OIL for:

- (a) Overall supervision, co-ordination and Project Management at site.
- (b) Proper and optimum utilization of equipment and services.
- (c) Monitoring of performance and progress
- (d) Commenting/countersigning on reports made by the CONTRACTOR's representative at site in respect of works, receipts, consumption etc. after satisfying himself with the facts of the respective cases.
- (e) He shall have the authority, but not obligation at all times and any time to inspect/test/examine/verify any equipment machinery, instruments, tools, materials, personnel, procedures and reports etc. directly or indirectly pertaining to the execution of the work. However this shall not construe to imply an acceptance by the inspector. Hence, the overall responsibility of quality of work shall rest solely with the CONTRACTOR.
- (f) Each and every document emerging from site in support of any claim by the CONTRACTOR has to have the countersignature/comments of the OIL's representative/engineer without which no claim shall be entertained by the OIL.

**8.2 CONTRACTOR's representative:**

- (a) The CONTRACTOR's representative shall have all the powers requisite for the performance of the Service/Works, subject to holding due authorization from the CONTRACTOR.
- (b) Representative(s) shall liaise with OIL's representative/engineer for the proper co-ordination and timely completion of the works and on any matter pertaining to the works.
- (c) Representative(s) shall extend full co-operation to OIL's representative/inspector/engineer in the manner required by them for supervision/inspection/observation of equipment, material, procedures, performance, reports and records pertaining to works.
- (d) To have complete charge of CONTRACTOR's personnel engaged in the performance of the work and to ensure compliance of rules and regulations and safety practice.

**9.0 Personnel to be deployed by contractor:**

CONTRACTOR warrants that it shall provide competent, qualified and sufficiently experienced personnel to perform the work correctly and efficiently.

9.1 The CONTRACTOR should ensure that their personnel observe all statutory safety requirement including those prescribed by the COMPANY. Upon COMPANY's written request, CONTRACTOR, entirely at its own expense, shall remove immediately any personnel of the CONTRACTOR determined by the COMPANY to be unsuitable and shall promptly replace such personnel with personnel acceptable to the COMPANY. Replacement personnel should be mobilized within 15 days from the date of issuance of notice without affecting the operation of the COMPANY.

9.2 The CONTRACTOR 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 from Duliajan/field site, enroute/ local boarding, lodging, personal protective gear & medical attention etc. COMPANY shall have no responsibility or liability in this regard.

9.3 However, COMPANY shall provide available medical assistance/facilities to CONTRACTOR's Personnel in case of emergency at its own establishment on chargeable basis.

- 9.4 CONTRACTOR's key personnel shall be fluent in English language (both writing and speaking).

**10.0 PERFORMANCE SECURITY:**

- 10.1 On receipt of notification of award from the COMPANY, the CONTRACTOR shall furnish the Performance Security to COMPANY within 15 (fifteen) days from the date of issue of LOA for an amount specified in the Forwarding Letter and Letter of Award (LOA) as per Proforma-Form and must be in the form of a Bank Draft/Cashier's cheque/Banker's cheque\*/ NEFT/RTGS/Electronic fund transfer to designated account of OIL# or Fixed Deposit Receipt (account OIL INDIA LIMITED) or irrevocable Bank Guarantee or irrevocable Letter of Credit (LC) from:
- 10.2 Any schedule Indian Bank or Any Branch of an International bank situated in India and registered with Reserve Bank of India as scheduled foreign bank in case of domestic CONTRACTOR/service provider, or
- 10.3 In case of foreign CONTRACTOR/service provider, the bank guarantee can be accepted from any scheduled bank in India or from International bank who has its branch in India registered with Reserve Bank of India.  
Any foreign Bank which is not a Scheduled Bank in India, provided the Bank Guarantee issued by such Bank is counter-guaranteed by any Branch situated in India of any Scheduled Bank incorporated in India.  
Bank Guarantee issued by a Scheduled Bank of India at the request of some other Non-Schedule Bank of India shall not be acceptable.
- 10.4 Bank Guarantee issued by a Bank, amongst others, must contain the following particulars of such bank:
- Full address.  
Branch Code.  
Code Nos. of the authorized signatory with full name and designation.  
Phone Nos., Fax Nos., E-mail address.
- 10.5 The domestic CONTRACTOR/service provider(s) will have to submit the Bank Guarantee from any of the scheduled banks and on non-judicial stamp paper of requisite value as per the Indian Stamp Act, purchased in the name of the issuing banker.
- 10.6 The foreign CONTRACTOR/service provider(s) will submit the Bank Guarantee from Banks of Indian origin situated in their country. In case no such bank of Indian origin is situated in their country, the Bank Guarantee may be submitted from the bankers as specified above.
- 10.7 The Performance Security shall be denominated in the currency of the contract.
- 10.8 The Performance Security specified above must be valid for the entire duration of the Contract and claim period should be valid for a minimum of 03 (three) months beyond the contract period. The Performance Security will be discharged by COMPANY not later than 30 days following its expiry of claim period. In the event of any extension of the Contract period, Bank Guarantee should be extended by CONTRACTOR by the period equivalent to the extended period.
- 10.9 The Performance Security shall be encashed by COMPANY on account of CONTRACTOR's failure to fulfil its obligations under the Contract and/or non-performance/un-satisfactory of the Contractor. Company shall not be required

to proof any loss or damage on account of Contractor's non-performance/un-satisfactory performance.

10.10 The Performance Security will not accrue any interest during its period of validity or extended validity.

10.11 Failure of the successful Bidder to comply with the requirements of clause 0 shall constitute sufficient grounds for annulment of the award and forfeiture of the Bid Security. In such an eventuality, action will be initiated as per the Banning Policy of OIL in vogue.

#Subject to credit in OIL's account within prescribed time

\*The validity of Bank Draft/Cashier's/Banker's cheque (as applicable) should not be less than 3 months.

In the event CONTRACTOR fails to honour any of the commitments entered into under this agreement, and/or in the event of termination of the contract under provisions of Integrity Pact and/or in respect of any amount due from the CONTRACTOR to OIL, OIL shall have unconditional option under the guarantee to invoke the above bank guarantee and claim the amount from the bank. The bank shall be obliged to pay the amount to OIL on demand.

#### **11.0 SIGNING OF CONTRACT:**

11.1 The successful bidder is required to sign a formal detailed contract with OIL within a maximum period of 60 days of date of LOA. Until the contract is signed, the LOA as well as GCC & SCC as prescribed in the Tender, shall remain binding amongst the two parties. In the event of failure on the part of the successful Bidder to sign the contract, 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. Such CONTRACTOR shall be put on holiday as per the Banning Policy of OIL [available at [www.oil-india.com](http://www.oil-india.com)].

#### **12.0 CLAIMS, TAXES & DUTIES:**

##### **12.1 Claims:**

CONTRACTOR agrees to pay all claims, taxes and fees for equipment, labour, materials, services and supplies to be furnished by it hereunder and agrees to allow no lien or charge resulting from such claims to be fixed upon any property of COMPANY. COMPANY may, at its option, pay and discharge any liens or overdue charges for CONTRACTOR's equipment, labour, materials, services and supplies under this CONTRACT and may thereupon deduct the amount or amounts so paid from any sum due, or thereafter become due, to CONTRACTOR hereunder.

##### **12.2 Notice of claims:**

CONTRACTOR or COMPANY, as the case may be, shall promptly give the other, notice in writing of any claim made or proceeding commenced for which that party is entitled to indemnification under the CONTRACT. Each party shall confer with the other concerning the defense of any such claims or proceeding, shall permit the other to be represented by counsel in defense thereof, and shall not affect settlement of or compromise any such claim or proceeding without the other's written consent.

##### **12.3 Taxes:**

**12.3.1** CONTRACTOR, unless specified otherwise in the CONTRACT, shall bear all tax liabilities, duties, Govt. levies etc. including GST and customs duty, Corporate and personnel taxes levied or imposed on the CONTRACTOR on account of payments received by it from the COMPANY for the work done under this CONTRACT. It shall be the responsibility of CONTRACTOR to submit to the

concerned Indian authorities, the returns and all other concerned documents required for this purpose and to comply in all respects with the requirements of the laws in this regard, in time.

- 12.3.2** Tax levied on CONTRACTOR 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 CONTRACTOR's account.
- 12.3.3** CONTRACTOR shall be responsible for payment of personal taxes, if any, for all the personnel deployed in India by CONTRACTOR.
- 12.3.4** The CONTRACTOR 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. CONTRACTOR shall be responsible for preparing and filing the return of income etc. within the prescribed time limit to the appropriate authority.
- 12.3.5** Prior to start of operations under the contract, the CONTRACTOR 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 CONTRACTOR.
- 12.3.6** 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 CONTRACTOR as per the provisions of Income Tax Act.
- 12.3.7** Corporate and personnel taxes on CONTRACTOR shall be the liability of the CONTRACTOR and the COMPANY shall not assume any responsibility on this account.
- 12.3.8** All local taxes, levies and duties, sales tax, octroi, etc. on purchases and sales made by CONTRACTOR shall be borne by the CONTRACTOR.
- 12.3.9** CONTRACTOR shall provide all the necessary compliances/invoice/ documents for enabling OIL to avail Input tax credit benefits in respect of the payments of GST which are payable against the CONTRACT. The CONTRACTOR should provide tax invoice issued under GST legislations for the goods and Services (indicating GST). Payment towards the components of GST shall be released by OIL only against appropriate documents i.e.: Tax Invoice/Bill of entry for availing input tax credit (as applicable).
- 12.3.10** The tax invoices as per above provisions should contain all the particulars as required under the invoicing rules under the GST legislations, including, but not limited to the following:
- (i) Name, Address and the GST Registration Number (under the relevant Tax Rules) of the Service Provider (CONTRACTOR).
  - (ii) Name and Address and GST Registration Number of the Service Receiver (Address of OIL).
  - (iii) Description, Classification and Value of taxable service/goods and the amount of applicable tax (CGST, SGST, IGST, UTGST and cess).
- 12.3.11** In case of imported goods, CONTRACTOR/supplier is required to provide original Bill of Entry or copy of Bill of Entry duly attested by Custom authority.

- 12.3.12** The CONTRACTOR should mention the Place of supply in the invoice raised under GST Law.
- 12.3.13** OIL would not accept any invoice without its GSTIN mentioned on the invoice  
Note: CONTRACTOR who is under composition levy of the GST legislation would raise Bill of supply instead of Tax invoice, which will have GSTIN of supplier as well as OIL.
- 12.4 Goods and Services Tax:**
- 12.4.1** "GST" shall mean Goods and Services Tax charged on the supply of material(s) and services. The term "GST" shall be construed to include the Integrated Goods and Services Tax (hereinafter referred to as "IGST") or Central Goods and Services Tax (hereinafter referred to as "CGST") or State Goods and Services Tax (hereinafter referred to as "SGST") or Union Territory Goods and Services Tax (hereinafter referred to as "UTGST") depending upon the import/ interstate or intrastate supplies, as the case may be. It shall also mean GST compensation Cess, if applicable.
- 12.4.2** Where the OIL is entitled to avail the input tax credit of GST:  
OIL will reimburse the GST to the Supplier of Goods/Services (Service Provider) at actual against submission of Invoices as per format specified in rules/regulation of GST to enable OIL to claim input tax credit of GST paid. In case of any variation in the executed quantities, the amount on which the GST is applicable shall be modified in same proportion. Returns and details required to be filled under GST laws & rules should be timely filed by supplier with requisite details.
- 12.4.3** Where the OIL is not entitled to avail/take the full input tax credit of GST:  
OIL will reimburse GST to the Supplier of Goods/Services (Service Provider) at actual against submission of Invoices as per format specified in rules/ regulation of GST subject to the ceiling amount of GST as quoted by the bidder. In case of any variation in the executed quantities (If directed and/or certified by the In-Charge) the ceiling amount on which GST is applicable will be modified on pro-rata basis.
- 12.4.4** The CONTRACTOR will be under obligation for charging correct rate of tax as prescribed under the respective tax laws. Further the CONTRACTOR shall avail and pass on benefits of all exemptions/concessions available under tax laws. Any error of interpretation of applicability of taxes/duties by the CONTRACTOR shall be to CONTRACTOR's account.
- 12.4.5** In case of statutory variation in GST, other than due to change in turnover, payable on the contract value during contract period, the Supplier of Goods/Services (Service Provider) shall submit a copy of the 'Government Notification' to evidence the rate as applicable on the Bid due date and on the date of revision.
- 12.4.6** Beyond the contract period, in case OIL is not entitled for input tax credit of GST, then any increase in the rate of GST beyond the contractual delivery period shall be to Service provider's account whereas any decrease in the rate GST shall be passed on to the OIL.
- 12.4.7** Beyond the contract period, in case OIL is entitled for input tax credit of GST, then statutory variation in applicable GST on supply and on incidental services, shall be to OIL's account.
- 12.4.8** Claim for payment of GST/Statutory variation, should be raised within two [02] months from the date of issue of 'Government Notification' for payment of

differential (in %) GST, otherwise claim in respect of above shall not be entertained for payment of arrears.

12.4.9 The base date for the purpose of applying statutory variation shall be the Bid Opening Date.

12.4.10 The CONTRACTOR will be liable to ensure to have registered with the respective tax authorities, wherever applicable and to submit self-attested copy of such registration certificate(s) and the CONTRACTOR will be responsible for procurement of material in its own registration (GSTIN) and also to issue its own Road Permit/E-way Bill, if applicable etc.

12.5 **Anti-profiteering clause**

12.5.1 As per Clause 171 of GST Act it is mandatory to pass on the benefit due to reduction in rate of tax or from input tax credit to the consumer by way of commensurate reduction in prices.

12.5.2 In case rating of Contractor is negative/black listed after award of work for supply of goods/services, then OIL shall not be obligated or liable to pay or reimburse GST to such vendor/Contractor and shall also be entitled to deduct/recover such GST along with all penalties/interest, if any, incurred by OIL.

**13.0 CUSTOMS DUTY, IF APPLICABLE:**

13.1.1 CONTRACTOR shall be responsible to import the equipment/tools/spares/consumables etc. required for execution of the contract. The CONTRACTOR shall undertake to complete all the formalities as required under the Customs Act/Foreign Trade Policy (FTP) and indemnify OIL from all the liabilities of Customs in this regard.

13.1.2 CONTRACTOR will be solely responsible for payment of all applicable Customs Duty and to comply all Rules and Regulations. Total Contract Price/Value is inclusive of all Customs Duty, if not mentioned otherwise elsewhere in the Contract.

13.1.3 Above clause is to be read with Customs Duty Clause in SCC, if any.

**14.0 INSURANCE:**

14.1 CONTRACTOR shall at his own expense arrange secure and maintain insurance with reputed insurance companies to the satisfaction of the Company as follows: Contractor at his cost shall arrange, secure and maintain insurance as may be necessary and to its full value for all such amounts to protect the works in progress from time to time and the interest of Company against all risks as detailed herein. The form and the limit of such insurance, as defined here in together with the under works thereof in each case should be as acceptable to the Company. However, irrespective of work acceptance the responsibility to maintain adequate insurance coverage at all times during the period of Contract shall be that of Contractor alone. Contractor's failure in this regard shall not relieve him of any of his responsibilities & obligations under Contract. All costs on account of insurance liabilities covered under Contract will be to Contractor's account and will be included in Value of Contract. However, the Company may from time to time, during the currency of the Contract, ask the Contractor in writing to limit the insurance coverage risk and in such a case, the parties to the Contract will agree for a mutual settlement, for reduction in value of Contract to the extent of reduced premium amounts. Contractor shall cover insurance with Indian Insurance Companies.

14.2 Any deductible set forth in any of the above insurance shall be borne by

Contractor.

- 14.3 CONTRACTOR shall require all of his sub-Contractor to provide such of the foregoing insurance coverage as Contractor is obliged to provide under this Contract and inform the Company about the coverage prior to the commencement of agreements with its sub-Contractors.
- 14.4 All insurance taken out by Contractor or their sub-contractor 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 Contractor under this Contract.
- 14.5 **Certificate of Insurance:**  
Before commencing performance of the CONTRACT, CONTRACTOR shall furnish OIL with certificates of insurance indicating:
- a) Kinds and amounts of insurance as required herein
  - b) Details of coverage
  - c) Insurance corporation or companies carrying the aforesaid coverage
  - d) Effective and expiry dates of policies
  - e) That OIL shall be given thirty (30) days written advance notice of any material change in the policy
  - f) Waiver of subrogation endorsement has been attached to all policies and
  - g) The territorial limits of all policies.
- 14.6 Contractor shall also inform the Company at least 60 days in advance regarding the expiry cancellation and/or changes in any of such documents & ensure revalidation/renewal, etc., as may be necessary well in time.
- 14.7 If any of the above policy expire or/are cancelled during the term of this CONTRACT and CONTRACTOR fails for any reason to renew such policies, OIL in no case shall be liable for any loss/damage occurred during the term when the policy is not effective. Furthermore, a penal interest @1% of the Total contract value shall be charged towards not fulfilling of the contractual obligations. Notwithstanding above, should there be a lapse in any insurance required to be taken by the Contractor for any reason whatsoever, loss/damage claims resulting therefrom shall be to the sole account of Contractor.
- 14.8 Contractor on demand from Company shall furnish the Insurance Policy having detail terms and conditions, with respect to any Certificate of Insurance submitted to the Company.
- CONTRACTOR shall, at his own expense, arrange appropriate comprehensive insurance to cover all risks assumed by the CONTRACTOR under this CONTRACT in respect of CONTRACTOR's equipment, tools and any other belongings of the CONTRACTOR and its personnel as well deputed under this CONTRACT during the entire period of their engagement in connection with this CONTRACT including extensions if any. The CONTRACTOR shall also carry adequate insurance cover against damage/loss to third party person/property. OIL will have no liability on this account.
- 14.9 **Principal Assured**  
The following are to be included as Principal Assured(s) in the Insurance Policies (except in case of Workmen's Compensation/Employer's Liability insurance):  
"Oil India Limited, and CONTRACTOR's name (as appearing in the Contract /LOA)".
- 14.10 **Waiver of subrogation:**



All insurance policies of the CONTRACTOR with respect to the operations conducted hereunder as set forth in clauses hereof, shall be endorsed by the underwriter in accordance with the following policy wording:

“The insurers hereby waive their rights of subrogation against Oil India Limited or any of their employees or their affiliates and assignees”.

14.11 **Deductible:**

The CONTRACTOR shall take policy with minimum deductible as per IRDA prescribed for the policy(ies). That portion of any loss not covered by insurance provided for in this article solely by reason of deductible provision in such insurance policies shall be to the account of the CONTRACTOR.

14.12 **Compliance with Sec 25(1), of “The General Insurance Business (Nationalization) Act 1972”**

Section 25(1) of “The General Insurance Business (Nationalization) Act 1972” is reproduced below:

“No person shall take out or renew any policy of insurance in respect of any property in India or any ship or other vessel or aircraft registered in India with an insurer whose principal place of business is outside India save with the prior permission of the Central Government”.

The above requirement of aforesaid Act needs to be complied with by the CONTRACTOR wherever the aforesaid provisions of Act apply, and compliance confirmations submitted.

14.13 **Loss Payee Clause:**

The Insurance Policies should mention the following in Loss Payee Clause:

“In respect of Insurance claims in which OIL’s interest is involved, written consent of OIL will be required”.

14.14 **On account payment to OIL in case of claim**

In case any loss or damage happen and where OIL’s interest is involved, OIL reserves the right to recover the loss amount from the CONTRACTOR prior to final settlement of the claim.

14.15 CONTRACTOR shall require all of its SUB-CONTRACTORS to provide such of the foregoing insurance cover as the CONTRACTOR is obligated to provide under this CONTRACT.

14.16 CONTRACTOR shall at all time during the currency of the contract provide, pay for and maintain the following insurance amongst others:

- i) **Workman Compensation and/Employers’ Liability Insurance:** Workmen's compensation and employer's liability insurance as required by the laws of the country of origin of the employee.
- ii) **Commercial General Liability Insurance:** Commercial General Public 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 CONTRACTOR required to fulfil the provisions under this Contract.
- iii) **Comprehensive General Automotive Liability:** 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 shall be governed by Indian Insurance Regulations.

- iv) **Carrier's Legal Liability Insurance:**Carrier's Legal Liability Insurance in respect of all CONTRACTOR's items to be transported by the CONTRACTOR to the site of work, for physical loss or destruction of or damage to goods or merchandise, while in transit.
- v) **Public Liability Act Policy:**Public Liability Act Policy covering the statutory liability arising out of accidents occurring during the currency of the contract due to handling hazardous substances as provided in the Public Liability Insurance Act 1991 and the Rules framed there under.
- vi) **Pradhan Mantri Suraksha BimaYojana (PMSBY) and Pradhan Mantri Jeevan Jyoti BimaYojana (PMJJBY):** CONTRACTOR shall, ensure that all his/its personnel deployed under this contract have obtained additional insurance coverage under the Pradhan Mantri Suraksha BimaYojana (PMSBY) and Pradhan Mantri Jeevan Jyoti BimaYojana (PMJJBY) through the participating banks and submit the proof of such insurance coverage to the satisfaction of OIL.
- vii) CONTRACTOR's equipment used for execution of the work hereunder shall have an insurance cover with a suitable limit (as per international standards).
- viii) **Any other insurance policy set forth in the SCC**

**Note: An undertaking by the service provider has to be mandatorily provided during the Mobilization time that they have taken all the Insurance provisions as per the contract and as the Law and Insurance Regulation.**

**15.0 LIABILITY:**

- 15.1 Except as otherwise expressly provided herein, neither COMPANY nor its servants, agents, nominees, CONTRACTORs, or sub-CONTRACTORs shall have any liability or responsibility whatsoever to whomsoever for loss of or damage to the equipment and/or loss of or damage to the property of the CONTRACTOR and/or their CONTRACTORs or sub-CONTRACTORs, 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, CONTRACTORs and sub-CONTRACTORs.
- 15.2 The CONTRACTOR shall protect, defend, indemnify and hold harmless COMPANY from and against such loss or damage and any suit, claim or expense resulting there from. Neither COMPANY nor its servants, agents, nominees, assignees, CONTRACTORs, sub-CONTRACTORs shall have any liability or responsibility whatsoever for injury to, illness, or death of any employee of the CONTRACTOR and/or of its CONTRACTORs or sub-CONTRACTOR irrespective of how such injury, illness or death is caused and even if caused by the negligence of COMPANY and/or its servants, agents nominees, assignees, CONTRACTORs and sub-CONTRACTORs. CONTRACTOR shall protect, defend, indemnify and hold harmless COMPANY from and against such liabilities and any suit, claim or expense resulting there from.
- 15.3 The CONTRACTOR hereby agrees to waive its right 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, CONTRACTORs and sub-CONTRACTORs for loss or damage to the equipment of the

CONTRACTOR and/or its sub-CONTRACTORS 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 CONTRACTOR's liabilities agreed to under this Contract.

- 15.4 The CONTRACTOR hereby further agrees to waive its right of recourse and agrees to cause its underwriters to waive their right of subrogation against COMPANY and/or its underwriters, servants, agents, nominees, assignees, CONTRACTORS and sub-CONTRACTORS for injury to, illness or death of any employee of the CONTRACTOR and of its CONTRACTORS, sub-CONTRACTORS 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 CONTRACTOR's liabilities agreed to under this Contract.
- 15.5 Except as otherwise expressly provided herein, neither CONTRACTOR nor its servants, agents, nominees, CONTRACTORS or sub-CONTRACTORS 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 CONTRACTORS or sub-CONTRACTORS, irrespective of how such loss or damage is caused and even if caused by the negligence of CONTRACTOR and/or its servants, agents, nominees, assignees, CONTRACTORS and sub-CONTRACTORS. The COMPANY shall protect, defend, indemnify and hold harmless CONTRACTOR from and against such loss or damage and any suit, claim or expense resulting there from.
- 15.6 Except as otherwise expressly provided herein, neither CONTRACTOR nor its servants, agents, nominees, assignees, CONTRACTORS, sub-CONTRACTORS 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 CONTRACTORS or sub-CONTRACTORS irrespective of how such injury, illness or death is caused and even if caused by the negligence of CONTRACTOR and/or its servants, agents, nominees, assignees, CONTRACTORS and sub-CONTRACTORS. COMPANY shall protect, defend indemnify and hold harmless CONTRACTOR from and against such liabilities and any suit, claim or expense resulting there from.
- 15.7 The COMPANY agrees to waive its right of recourse and further agrees to cause its underwriters to waive their right of subrogation against CONTRACTOR and/or its underwriters, servants, agents, nominees, assignees, CONTRACTORS and sub-CONTRACTORS for loss or damage to the equipment of COMPANY and/or its CONTRACTORS or sub-CONTRACTORS when such loss or damage or liabilities arises out of or in connection with the performance of the contract.
- 15.8 The COMPANY hereby further agrees to waive its right of recourse and agrees to cause it underwriters to waive their right of subrogation against CONTRACTOR and/or its underwriters, servants, agents, nominees, assignees, CONTRACTORS and sub-CONTRACTORS for injury to, illness or death of any employee of the COMPANY and of its CONTRACTORS, sub-CONTRACTORS and/or their employees when such injury, illness or death arises out of or in connection with the performance of the Contract.

**16.0 LIMITATION OF LIABILITY:**

- a) Notwithstanding any other provisions herein to the contrary, except only in cases of willful misconduct and/or criminal acts and/or criminal negligence, neither the CONTRACTOR 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, provided however that this exclusion shall not

apply to any obligation of the CONTRACTOR to pay Liquidated Damages to the COMPANY and/or COMPANY's right to forfeit the Performance Bank Guarantee(s) in terms of the contract.

- b) Notwithstanding any other provisions incorporated elsewhere in the contract, the aggregate liability of the CONTRACTOR in respect of this contract, whether under Contract, in tort or otherwise, shall not exceed 100% of the Contract Price (if not specified otherwise in SCC), provided however that this limitation shall not apply to the cost of repairing or replacing defective equipment by the CONTRACTOR, or to any obligation of the CONTRACTOR to indemnify the COMPANY with respect to Intellectual Property Rights.
- c) COMPANY shall indemnify and keep indemnified CONTRACTOR 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.

**17.0 LIABILITY OF UNION GOVERNMENT OF INDIA:**

It is expressly understood and agreed upon by and between CONTRACTOR and OIL INDIA LIMITED, and that OIL INDIA LIMITED is entering into this agreement solely on its own behalf and not on behalf of any other person or entity. In particular, it is expressly understood and agreed that Union of India is not a party to this agreement and has no liabilities, obligations or rights, whatsoever hereunder. It is expressly understood and agreed that OIL INDIA LIMITED is an independent legal entity with power and authority to enter into contracts solely on its own behalf under the applicable laws of India and general principles of the Contract law. The bidder/CONTRACTOR expressly agrees, acknowledges and understands that OIL INDIA LIMITED is not an agent, representative or delegate of the Union of India. It is further understood and agreed that Union of India is not and shall not be liable for any acts, omissions, commissions, breaches or other wrongs arising out of the contract. Accordingly, bidder/ CONTRACTOR hereby expressly waives, releases and foregoes any and all actions or claims, including cross claims, impleader claims or counter claims against the Union of India arising out of this contract and covenants not to sue the Union of India as to any manner, claim, cause of action or thing whatsoever arising of or under this agreement.

**18.0 CONSEQUENTIAL DAMAGE:**

Except as otherwise expressly provided, neither party shall be liable to the other for special, indirect or consequential damages resulting from or arising out of the contract, including but without limitation, to loss or profit or business interruptions, howsoever caused and regardless of whether such loss or damage was caused by the negligence (either sole or concurrent) of either party, its employees, agents or sub-CONTRACTORS.

**19.0 RISK PURCHASE:**

In the event, CONTRACTOR's failure to provide the services as per the Contractual scope, terms and conditions, COMPANY (OIL) reserves the right to hire the services from any other source at the CONTRACTOR's risk & cost and the difference in cost shall be borne by the CONTRACTOR. Further, OIL shall retain the right of forfeiture of Performance Bank Guarantee and any other action as deemed fit. In certain operational situations OIL reserves the right to take over the site including the service equipment at the risk and cost of the CONTRACTOR.

**20.0 INDEMNITY AGREEMENT:**

20.1 Except as provided hereof CONTRACTOR 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 CONTRACTOR's employees, agents, CONTRACTORS and sub-CONTRACTORS or their employees or in favour of any third party(is) 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.

20.2 Except as provided hereof COMPANY agrees to protect, defend, indemnify and hold CONTRACTOR 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, CONTRACTORS and sub-CONTRACTORS or their employees or in favour of any third party(is) 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.

**21.0 INDEMNITY APPLICATION:**

The indemnities given herein above, whether given by COMPANY or CONTRACTOR 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.

**22.0 ROYALTY 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 forming part thereof.

**23.0 WARRANTY AND REMEDY OF DEFECTS:**

23.1 CONTRACTOR warrants that they shall perform the work in a first class, workmanlike, and professional manner and in accordance with their highest degree of quality, efficiency and current state of the art technology/industry practices and in conformity with all specifications, standards and drawings set forth or referred to in the Terms of Reference and with instructions and guidance, which COMPANY may, from time to time, furnish to the CONTRACTOR.

23.2 Should COMPANY discover at any time during the tenure of the Contract or till the Unit/equipment/tools are demobilized from site or base camp (if applicable) that the work does not conform to the foregoing warranty, CONTRACTOR 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 CONTRACTOR'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 CONTRACTOR subject to a maximum of the contract value payable for the defective work which needs corrective action which the CONTRACTOR must pay promptly. In case CONTRACTOR fails to perform remedial work, or pay promptly in respect thereof, the performance security shall be forfeited.

**24.0 SUBCONTRACTING/ASSIGNMENT:**

- 24.1 CONTRACTOR shall not subcontract, transfer or assign the contract, or any part under this contract, to any third party(ies). Except for the main services under this contract, CONTRACTOR may sub-contract the petty support services subject to COMPANY's prior written approval. However, CONTRACTOR shall be fully responsible for complete execution and performance of the services under the Contract.
- 24.2 Consequent upon of placement of contract, if successful bidder(s)(other than Micro/Small Enterprise) is procuring materials/services from their sub-vendor, who is a Micro or Small Enterprise registered with District Industry Centers or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of MSME with prior consent in writing of the purchasing authority/Engineer in Charge the details like Name, Registration No., Address, Contact No., details of material and value of procurement made, etc. of such enterprises shall be furnished by the CONTRACTOR at the time of submission of invoice/bill.

**25.0 RECORDS, REPORTS AND INSPECTION:**

The CONTRACTOR shall, at all times during the currency of the contract, permit the COMPANY and its authorized 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 CONTRACTOR shall keep an authentic, accurate history and logs including safety records of each service item with major items consumed, which shall be open at all reasonable times for inspection by the COMPANY's designated representatives and its authorized employees. The CONTRACTOR shall provide the COMPANY's 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 services requested by the COMPANY whenever so requested. The CONTRACTOR shall not, without COMPANY's written consent allow any third person(s) access to the said information or give out to any third person information in connection therewith.

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

- 26.1 CONTRACTOR 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 CONTRACTOR in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only, as may be necessary for purposes of such performance with prior permission from COMPANY. However, nothing hereinabove contained shall deprive the CONTRACTOR of the right to use or disclose any information which is:
- a) possessed by the CONTRACTOR, as evidenced by the CONTRACTOR's written records, before receipt thereof from the COMPANY which however the CONTRACTOR shall immediately inform to COMPANY; or
  - b) required to be disclosed by the CONTRACTOR pursuant to an order of a court of competent jurisdiction or other governmental agency having the power to order such disclosure, provided the CONTRACTOR 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.

- 26.2 CONTRACTOR shall not, without COMPANY's prior written consent, make use of any document or information except for purposes of performing the contract.
- 26.3 Any document supplied to the CONTRACTOR 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 CONTRACTOR's performance under the Contract if so required by COMPANY.
- 26.4 During the currency of the Contract, COMPANY and its employees, agents, other CONTRACTORS, sub-CONTRACTORS (of any tier) and their employees etc. may be exposed to certain confidential information and data of the CONTRACTOR. Such information and data held by the COMPANY, its employees, agents, other CONTRACTORS, sub-CONTRACTORS (of any tier) and their employees in the strictest Confidence and shall not be disclosed to any other party except on a need to know basis.  
However, the above obligation shall not extend to information which:
- i) is, at the time of disclosure, known to the public which CONTRACTOR shall immediately inform COMPANY;
  - ii) is lawfully becomes at a later date known to the public through no fault of CONTRACTOR subject to CONTRACTOR's undertaking that no information has been divulged by them to the public;
  - iii) is lawfully possessed by CONTRACTOR before receipt thereof from COMPANY which should be immediately informed to COMPANY;
  - iv) is developed by CONTRACTOR independently of the information disclosed by COMPANY which should be shared with the COMPANY;
  - v) CONTRACTOR is required to produce before competent authorities or by court order subject to prior permission from COMPANY;

**27.0 REMUNERATION AND TERMS OF PAYMENT:**

- 27.1 COMPANY shall pay to the CONTRACTOR during the term of the Contract the amount due from time to time 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 the Contract. All payments will be made in accordance with the terms hereinafter described.
- 27.2 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.
- 27.3 MANNER OF PAYMENT: All payments due by COMPANY to CONTRACTOR hereunder shall be made at CONTRACTOR's designated bank. Bank charges, if any will be on account of the CONTRACTOR.
- 27.4 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 payments shall make and deliver to CONTRACTOR written notice of objection to any item or items the validity of which COMPANY questions.
- 27.5 INVOICES: Mobilization charges will be invoiced only upon completion of mobilization as certified by COMPANY representative and CONTRACTOR is ready at site for starting the services/operation. Payment of mobilization charges shall be made within 45 days following the date of receipt of undisputed invoices by COMPANY.
- 27.6 CONTRACTOR shall send invoice to COMPANY on the day following the end of each month for all daily or monthly charges due to the CONTRACTOR.

- 27.7 CONTRACTOR will submit 02 (Two) sets of all invoices duly super scribed 'Original' and 'copy' as applicable to the COMPANY for processing payment. Separate invoices for the charges payable under the contract shall be submitted by the CONTRACTOR for foreign currency and Indian currency.
- 27.8 Payment of monthly invoices, if undisputed, shall be made within 30days following the date of receipt of invoice by COMPANY.
- 27.9 COMPANYshallwithin30daysofreceiptoftheinvoicenotifytheCONTRACTOR of any item under dispute, specifying the reasons thereof, in which event, payment of the disputed amount maybe withheld until settlement of the dispute, but payment shall be made of any undisputed portion on or before the due date.This will not prejudice the COMPANY's right to question the validity of the payment at a later date as envisaged in clause no. 27.4 above.
- 27.10 The acceptance by CONTRACTOR of part payment on any billing not paid on or before the due date shall not be deemed a waiver of CONTRACTOR's rights in any other billing, the payment of which may then or thereafter be due.
- 27.11 Payment of Final demobilization charges shall be made if applicable within 45 days on receipt of invoice by COMPANY accompanied by the following documents from the CONTRACTOR:
- a) Audited account up to completion of the Contract.
  - b) Tax audit report for the above period as required under the Indian Tax Laws.
  - c) Documentary evidence regarding the submission of returns and payment to taxes for the expatriate personnel engaged by the CONTRACTOR or by its sub-CONTRACTOR.
  - d) Proofofre-export of all items including the unutilized spares and consumables (excepting consumables consumed during the contract period) and also cancellation of re-export bond if any.
  - e) Any other documents as required by applicable Indian Laws.

In case, no demobilization charges are payable, the documents mentioned above will haveto be submitted by the CONTRACTOR before release of the final paymentbytheCOMPANY.AcertificatefromCharteredAccountanton(a), (b) & (c) above will suffice.

- 27.12 CONTRACTOR shall maintain complete and correct records of all information on which CONTRACTOR's invoice are based upto 02 (two) 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.

**28.0 PAYMENT OF COMMISSION/FEE/REMUNERATION OF INDIAN AGENT /CONSULTANT/REPRESENTATIVE/RETAINER/ASSOCIATE OF FOREIGN PRINCIPAL (APPLICABLE IN ICB TENDERS ONLY):**

The Commission/fee/remuneration of the Indian agent/ consultant/ associate/ representative/retainer, if any, will be paid within 30 days of the payment of invoice made to the CONTRACTOR, The amount of commission/ fee/remuneration as a percentage of invoice value as per contract provisions will be deducted by COMPANY/OIL from the monthly invoices of the CONTRACTOR and paid to the Indian agent/ consultant/ representative/retainer/associate.

**29.0 DETAILS OF STATUTORY PAYMENTS LIKE EPF AND ESI ETC.:**

Wherever applicable, the CONTRACTOR (including those engaging 'International Workers') shall have itself registered under Employees' Provident Fund and Miscellaneous Provisions Act, 1952 and Employees' State Insurance Act, 1948



and follow the relevant statutory provisions including Rules made there-under concerning contractual workers.

The CONTRACTOR shall be required to submit the following documents/details to the Corporation:

- (i) Copy of PF-ECR duly stamped by the designated Bank, alongwith a print of the digitally signed PDF data sheet of the ECR, as proof of payment, each month, details of this PDF data sheet shall be verified by the appropriate authority (i.e. Payment Making Authority) in the COMPANY from the official website of EPFO (<http://www.epfindia.gov.in>).
- (a) Copy of the online challan endorsed/stamped by the designated bank as proof of receipt of payment towards monthly contribution of ESI contribution.
- (b) Copy of Return of contribution in respect of ESI for each contribution period of the six months i.e. for the contribution period ended 30th Sept and the contribution period ended 31st March.
- (iii) As an Annexure to each EPF-ECR and ESI Challan(s), CONTRACTOR shall also furnish the following Certificates:
  - 1) The furnished information is correct to the best of his knowledge.
  - 2) In case any discrepancies or irregularities is/are noticed in this undertaking, then OIL is free to inform the PF/ESIC Authorities.
  - 3) Before the completion of contract, CONTRACTOR shall serve one-month notice to all his contractual workers, informing that their services will be terminated.
  - 4) Within one month on completion/expiry of the contract, CONTRACTOR shall pay all the dues/terminal dues such as leave with wages, bonus (if applicable), Gratuity (if applicable), to all his contractual workmen, failing which CONTRACTOR's Bank Guarantee/Security Deposit may be withheld by OIL.

COMPANY may verify the deposit of statutory contribution made by the CONTRACTORs with the EPFO/ESI authorities, where deemed necessary. However, before making payment of the last bill/invoice of the CONTRACTOR, the COMPANY may verify the details/status of the payment towards EPF/ESI made by the CONTRACTOR from the authorities/official website of EPF/ESI (i.e. <http://www.epfindia.gov.in> and <http://www.esic.in>). In case the information furnished by the CONTRACTOR is found to be incorrect the COMPANY shall take appropriate action against the CONTRACTOR in accordance with law.

The CONTRACTOR agrees and undertakes to indemnify OIL for any liabilities arising out of declarations made by him in future on violation or provisions of the EPF Act 1952 and ESI Act 1948.

### **30.0 TIMELY MOBILISATION AND LIQUIDATED DAMAGES:**

- a) Time is the essence of this Contract. If the CONTRACTOR fails to mobilize and deploy the required manpower/equipment and/or fails to commence the operation within the period specified as specified under mobilization clause under SCC, OIL shall have, without prejudice to any other right or remedy in law or contract including sub clause (b) below, the right to terminate the contract.
- b) If the contractor is unable to mobilize/deploy and commence the operation within the period specified in sub clause (a) above, it may

request OIL for extension of the time with unconditionally agreeing for levy and recovery of LD. Upon receipt of such a request, OIL may at its discretion, extend the period of mobilization and shall recover from the CONTRACTOR, as an ascertained and agreed Liquidated Damages, a sum equivalent to @ 0.5% of contract value including mobilization cost, per week or part thereof of delay subject to maximum of 7.5% of the Contract Price.

- c) The parties agree that the sum specified above is not a penalty but a genuine pre-estimate of the loss/damage which will be suffered by OIL on account of delay on the part of the CONTRACTOR and the said amount will be payable without proof of actual loss or damage caused by such delay.
- d) LD will be calculated on the basis of Total Contract value [(if not specified otherwise in SCC) excluding duties and taxes, where such duties/taxes have been shown separately in the contract. However, the applicable GST on the LD shall have to be borne by the CONTRACTOR. Accordingly, the liquidated damages shall be recovered from the CONTRACTOR along with applicable GST.

**31.0 FORCE MAJEURE:**

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 as provided herein. The term force majeure as employed herein shall mean Acts of God such as earthquake, hurricane, typhoon, flood, volcanic activity etc.; war (declared/undeclared); riot, revolts, rebellion, terrorism, sabotage by persons other than the CONTRACTOR's Personnel; fires, explosions, ionizing radiation or contamination by radio-activity or noxious gas, if not caused by CONTRACTOR's fault; declared epidemic or disaster; acts and regulations of respective Govt. of the two parties, namely the COMPANY and the CONTRACTOR and civil commotions, lockout not attributable to the CONTRACTOR.

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

Should 'force majeure' condition as stated above occurs and should the same be notified within 72 (Seventy two) hours after its occurrence the 'force majeure' rate (if specified in the SCC of the Contract) shall apply for the first 15 (fifteen) days for each such occasion.

Either party shall have the right to terminate the Contract if such 'force majeure' conditions continue beyond successive 60 (Sixty) days [or exclusively mentioned in the SCC of the Contract] with prior written notice of 15 days, provided termination of the Contract does not result into safety hazard to the life and property on account of withdrawal of operations or the operation is at critical stage. COMPANY shall have the absolute right to decide whether any safety hazard exists or operation is at critical position and decision of the COMPANY shall binding upon the CONTRACTOR.

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. [or exclusively mentioned in the SCC of the Contract]

Time for performance of the relative obligation suspended by Force Majeure shall then stand extended by the period for which such cause lasts.

If however, relative obligation of the party affected by such 'Force Majeure' is limited to part of the obligation(s), the contract shall not be terminated and the parties shall continue to perform their respective obligations, which are not affected by the 'force majeure' condition, provided the obligations affected by the 'force majeure' do not preclude the parties in performing the obligations not affected by such conditions.

**32.0 SET-OFF:**

Any sum of money due and payable to the CONTRACTOR (including Performance Security refundable to them) under this or any other Contract, whether in progress or in future, 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 CONTRACTOR with OIL (or such other person or persons contracting through OIL).

**33.0 WITHHOLDING:**

COMPANY may withhold or nullify the whole or any part of the amount due to CONTRACTOR, after informing the CONTRACTOR of the reasons in writing, on account of subsequently discovered evidence in order to protect COMPANY from loss on account of:

- 33.1 For non-completion of jobs assigned as per Scope of Work/Terms of Reference.
- 33.2 Defective work not remedied by CONTRACTOR.
- 33.3 Claims by COMPANY's recognized sub-CONTRACTOR of CONTRACTOR or others filed or on the basis of reasonable evidence indicating probable filing of such claims against CONTRACTOR.
- 33.4 Failure of CONTRACTOR to pay or provide for the payment of salaries/ wages, contributions, taxes or enforced savings with-held from wages etc. with respect to personnel engaged by the CONTRACTOR.
- 33.5 Failure of CONTRACTOR to pay the cost of removal of unnecessary debris, materials, tools, or machinery.
- 33.6 Any failure by CONTRACTOR to fully reimburse COMPANY under any of the indemnification provisions of this Contract. If, during the progress of the work CONTRACTOR shall allow any indebtedness to accrue for which CONTRACTOR, under any circumstances in the opinion of COMPANY, may be primarily or contingently liable or ultimately responsible and CONTRACTOR shall, within five days after demand is made by COMPANY, fail to pay and discharge such indebtedness, then COMPANY may during the period for which such indebtedness shall remain unpaid, with-hold from the amounts due to CONTRACTOR, a sum equal to the amount of such unpaid indebtedness.
- 33.7 Withholding will also be effected on account of the following:
  - i) Order issued by a Court of Law or statutory authority in India.
  - ii) Income-tax deductible at source according to law prevalent from time to time in the country.
  - iii) Any obligation of CONTRACTOR which by any law prevalent from time to time to be discharged by COMPANY in the event of CONTRACTOR's failure to adhere to such laws.

- iv) Any payment due from CONTRACTOR in respect of unauthorised imports.

When all the above grounds for withholding payments are removed, payment shall thereafter be made for amounts so withheld.

- 33.8 COMPANY reserves the right to disburse or deposit the amount so withheld to the concerned person(s) or agency or government authority, as the case may be, besides nullifying such amount on account of loss suffered by the COMPANY against 33.2, 33.3, 33.6 & 33.7 above.

**34.0 APPLICABLE LAWS:**

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 sole and exclusive jurisdiction of Courts situated in Delhi and Principal Bench of Delhi High Court.

This Agreement including all matter connected with this Agreement, shall be governed by the laws of India (both substantive and procedural) for the time being in force and shall be subject to exclusive jurisdiction of Courts, mentioned hereinabove. Foreign companies, operating in India or entering into Joint ventures in India, shall also be governed by the laws of India and shall be subject to sole and exclusive jurisdiction of above Courts.

The CONTRACTOR shall ensure full compliance of various Indian Laws and Statutory Regulations, as stated below, 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
- b) The Oil Mines Regulations, 1984
- c) The Employees' Compensation Act, 1923
- d) The Code of Wages, 2019
- e) The Contract Labour (Regulation & Abolition) Act, 1970 and the rules framed there under
- f) The Employees Pension Scheme, 1995
- g) The Interstate Migrant Workmen Act., 1979 (Regulation of employment and conditions of service).
- h) The Employees Provident Fund and Miscellaneous Provisions Act, 1952
- i) Goods and Service Tax Act
- j) Customs & Excise Act & Rules
- k) Factories Act, 1948
- l) Industrial Disputes Act, 1947
- m) Payment of Gratuity Act, 1972
- n) Environmental Protection Act, 1986 & other pollution control Acts.

**Note:** The above Acts are only indicative and not exhaustive. The Acts shall include the rules and regulations framed thereunder.

**35.0 LABOUR LAWS:**

- i) CONTRACTOR shall comply with the provisions of various labour related laws, including but not limited to the Code of Wages, 2019, Employee Provident Fund and Miscellaneous Provisions Act 1952, COMPANY's Liability Act 1938, Employees' Compensation Act 1923, Industrial Disputes Act 1947, the Maternity Benefit Act 1961 and Contract Labour (Regulation and Abolition) Act 1970, Employment of Children Act 1938, Employees' State Insurance Act, 1948

or any modifications/amendment thereof or any other law relating thereto and rules made there under from time to time.

- ii) No Labour below the age of eighteen [18] years shall be employed on the work.
- iii) CONTRACTOR shall not pay less than what is provided under law to labourers engaged by him on the work.
- iv) CONTRACTOR shall at his expense comply with all labour laws and keep the COMPANY indemnified in respect thereof.
- v) CONTRACTOR shall pay equal wages for men and women in accordance with applicable Labour laws.
- vi) If the CONTRACTOR is covered under the Contract Labour (Regulation and Abolition) Act, he shall obtain a license from licensing authority [i.e. office of the Labour Commissioner] by payment of necessary prescribed fee and the deposit, if any, before starting the work under the Contract. Such fee/deposit shall be borne by the CONTRACTOR.
- vii) CONTRACTOR must obtain the PF Code from the concerned PF Authority under Employees Provident Fund and Miscellaneous Provisions Act, 1952. Similarly, CONTRACTOR must obtain ESI Code under Employees State Insurance Act.
- viii) CONTRACTOR being the employer of the labours/personnel to be engaged under the contract shall be liable to pay gratuity to the labours/personnel as per the provision of the Payment of Gratuity Act, 1972 and accordingly, shall keep the COMPANY indemnified in respect thereof. If however, COMPANY requires to pay gratuity to such labour(s) as per the direction of the competent authority under the Act, COMPANY shall recover such amount from the outstanding dues payable to the CONTRACTOR under the contract or any other contract(s).
- ix) CONTRACTOR shall furnish to Engineer in Charge the distribution return of the number & description, by trades of the work people employed on the works. CONTRACTOR shall also submit on the 4th & 19th of every month to Engineer in Charge a true statement showing in respect of the 2nd half of the preceding month & the 1st half of the current month (1) the accidents that occurred during the said fortnight showing the circumstances under which they happened and the extent of damage and injury caused by them and (2) the number of female workers who have been allowed Maternity Benefit as provided in the Maternity Benefit Act 1961 on Rules made there under and the amount paid to them.
- x) Engineer in Charge shall on a report having been made by an inspecting officer as defined in Contract Labour (Regulation and Abolition) Act 1970 have the power to deduct from the money due to the CONTRACTOR any sum required or estimated to be required for making good the loss suffered by a worker or workers by reason of non-fulfillment of the conditions of the Contract for the benefit of workers, non-payment of wages or of deductions made from his or their wages which are not justified by the terms of the Contract or non-observance of the said regulations.
- xi) The CONTRACTOR shall indemnify the COMPANY against any payments to be made under and for the observance of the provisions of the aforesaid acts without prejudice to his right to obtain indemnity from his sub-CONTRACTOR.

### **36.0 STATUTORY REQUIREMENTS:**

During the tenure of this CONTRACT nothing shall be done by the CONTRACTOR in contravention of any law, act and/or rules/regulations, thereunder or any amendment.

**37.0 GENERAL HEALTH, SAFETY & ENVIRONMENT (HSE) GUIDELINES:**

- 37.1 It will be solely the CONTRACTOR's responsibility to fulfil all the legal formalities with respect to the Health, Safety and Environmental aspects of the entire job (namely; the person employed by him, the equipment, the environment, etc.) under the jurisdiction of the district of that state where it is operating. Ensure that all sub-CONTRACTORS hired by CONTRACTOR comply with the same requirement as the CONTRACTOR himself and shall be liable for ensuring compliance all HSE laws.
- 37.2 It will be entirely the responsibility of the Contractor/his Supervisor/representative to ensure strict adherence to all HSE measures and statutory rules during operation in OIL's installations and safety of workers engaged by him. The crew members will not refuse to follow any instruction given by company's Installation Manager/Safety Officer/Engineer/Official/Supervisor/Junior Engineer for safe operation.
- 37.3 Any compensation arising out of the job carried out by the Contractor whether related to pollution, Safety or Health will be paid by the contractor only.
- 37.4 Any compensation arising due to accident of the Contractor's personnel while carrying out the job, will be payable by the contractor.
- 37.5 When there is a significant risk to health, environment or safety of a person or place arising because of a non-compliance of HSE Measures Company shall have the right to direct the contractor to cease work until the non-compliance is corrected.

**38.0 POLLUTION AND CONTAMINATION:**

The CONTRACTOR shall be liable for all surface and sub-surface pollution to the extent caused by CONTRACTOR and resulting from CONTRACTOR's operation/service or spillage or dumping of solvents/additive substances or pollutants, which the CONTRACTOR brings to the Site for use in connection with Work to be performed under this Contract.

Notwithstanding anything to the contrary contained herein, it is agreed that except on the ground of willful misconduct or criminal misconduct, COMPANY shall release, indemnify and hold CONTRACTOR and its sub-CONTRACTORS harmless from any and all claims, judgments, losses, expenses and any costs related thereto (including but not limited to Court costs and "Attorney's fees") for:

- a) Damage to or loss of any reservoir or producing formation; and/ or
- b) Damage to or loss of any well; and/or
- c) Any other subsurface damage or loss; and/ or
- d) Any property damage or loss or personal injury or death arising out of or in connection with a blowout, fire explosion and loss of well control regardless of cause.

**39.0 STATUTORY VARIATION/NEWLY ENACTED LAW:**

- 39.1 All duties, taxes except otherwise specified in the Contract as applicable on the closing date of bid submission as per relevant acts and rules shall be in CONTRACTOR's account. Variation in case of custom duty on CIF value declared by the bidder shall be to COMPANY account.
- 39.2 In the event of introduction of any new legislation or any amendment or enforcement of any Act or Law, rules or regulations of Government of India or State Government(s) or Public Body, which becomes effective after the date of

submission of Price Bid or revised price bid, if any, for this CONTRACT and which results in increased/decreased cost of the works under the CONTRACT through increased/decreased liability of taxes and/or duties, required to be paid by the CONTRACTOR, (other than personnel and Corporate taxes), the Parties shall agree to a revision in pricing to reflect such change subject to the production of documentary proof to the satisfaction of the COMPANY/CONTRACTOR as applicable to the extent which directly is attributable to such introduction of new legislation or change or amendment as mentioned above and adjudication by the competent authority (applicable when disputed by COMPANY) & the courts wherever levy of such taxes/duties are disputed by COMPANY/CONTRACTOR.

- 39.3 Any increase in net amount of the duties and taxes (i.e. the amount of taxes/duties payable minus eligible credit of taxes/duties paid on input services/inputs) after the contractual completion/mobilization date during the extended period will be to the CONTRACTOR's account, where delay in completion/mobilization period is attributable to the CONTRACTOR. However, any decrease in net amount of the duties and taxes (i.e. the amount of taxes/duties payable minus eligible credit of taxes/duties paid on input services/inputs) after the contractual completion/mobilization date will be to COMPANY's account.
- 39.4 The Contract Price and other prices given in the Schedule of Prices are based on the applicable tariff as indicated by the CONTRACTOR in the Schedule of Prices. In case this information subsequently proves to be wrong, incorrect or misleading, COMPANY will have no liability to reimburse/pay to the CONTRACTOR the excess duties, taxes, fees, if any finally levied/imposed by the concerned authorities. However, in such an event, COMPANY will have the right to recover the difference in case the rate of duty/tax finally assessed is on the lower side.
- 39.5 Notwithstanding the provision contained in Clause-39.1 to 39.4 above, the COMPANY shall not bear any liability in respect of:
- i. Personal taxes on the personnel deployed by CONTRACTOR, his sub-CONTRACTOR/sub-sub-CONTRACTORS and Agents etc.
  - ii. Corporate taxes and Fringe benefit tax in respect of CONTRACTOR and all of their sub-CONTRACTORS, agents etc.
  - iii. Other taxes & duties including Customs Duty and GST in addition to new taxes etc. in respect of sub-CONTRACTORS, vendors, agents etc. of the CONTRACTOR.
  - iv. Any liability on the CONTRACTOR, which was accrued under the old law or contract, which the CONTRACTOR is obligated to pay either to the COMPANY or to the Government Authority.
- 39.6 In order to ascertain the net impact of the amendment/ revisions/enactment of various provisions of taxes/duties, the CONTRACTOR is liable to provide following disclosure to COMPANY:
- i. Details of each of the input services used in relation to providing service to COMPANY including estimated monthly value of input service and GST tax amount.
  - ii. Details of Inputs (material/consumable) used/required for providing service to COMPANY including estimated monthly value of input and GST paid/payable on purchase of inputs.
- 39.7 The above provisions would be applicable only in case of variation in rate of taxes and duties on supply of services to OIL and not applicable on taxes and duties on input (goods and services) towards such services.

39.8 Any claim or reduction on account of change in law shall be accompanied with undertaking that the provisions of anti-profiteering clause under GST Act have been complied with.

**40.0 SEVERABILITY:**

Should any provision of this agreement be found to be invalid, illegal or otherwise not enforceable by any court of law, such finding shall not affect the remaining provisions hereto and they shall remain binding on the parties hereto.

**41.0 Commission of misconduct/submission of fraudulent document by the bidder/contractor and Banning thereof:**

The information and documents furnished by the bidder/CONTRACTOR in respect of the tender/contract are accepted by COMPANY to be true and genuine. However, if it comes to the notice of the COMPANY anytime either during the pendency of the tender or after award of the contract or after completion the contract that a Bidder/CONTRACTOR furnished fraudulent document/false information in relation to the subject tender/contract or committed any misconduct, appropriate action shall be taken against the Bidder/CONTRACTOR for debarment/banning of the bidder/CONTRACTOR from participating in any future tender of the COMPANY in terms of the COMPANY's Banning Policy, besides making the CONTRACTOR liable for other penal action including termination of ongoing contract(s) at his/her risk and peril. In such event, the Bid Security/Performance Security in respect of ongoing contract(s) shall be forfeited by the COMPANY.

**42.0 SETTLEMENT OF DISPUTES:**

**42.1 Arbitration (Applicable for Suppliers/CONTRACTORs other than PSU and MSME):**

1. 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:
2. 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.
3. It is agreed and undertaken by the Parties that irrespective of country of origin of the CONTRACTOR, the arbitration proceedings shall be governed by the Arbitration and Conciliation Act, 1996 and under no circumstances, the proceedings shall be construed as International Arbitration.
4. 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.25.00 Lakh	Not applicable	Not applicable
Above Rs.25.00 Lakh Upto Rs.25 Crore	Sole Arbitrator	OIL



Above Rs. 25 Crore	3 Arbitrators	One Arbitrator by each party and the 3 <sup>rd</sup> Arbitrator, who shall be the presiding Arbitrator, by the two Arbitrators.
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5. 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.
6. 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.
7. Parties agree and undertake 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.
8. The arbitral tribunal shall complete the proceedings, make and publish the award within time stipulated in the Arbitration and Conciliation Act, 1996(as amended).
9. 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. Where the proceedings are put in abeyance or terminated on account of mutual settlement of dispute by the parties, the fees payable to the arbitrators shall be determined as under:
  - (i) 20%of the fees if the claimant has not submitted statement of claim.
  - (ii) 40% of the fees if the pleadings are complete
  - (iii) 60% of the fees if the hearing has commenced.
  - (iv) 80% of the fees if the hearing is concluded but the award is yet to be passed.
10. Each party shall be responsible to make arrangements for the travel and stay etc. of the arbitrator appointed 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, both parties shall equally share all expenditures that may be required to be incurred.
11. The fees and other administrative/secretarial expenses of the arbitrator(s) shall not exceed the model fee as stipulated in Schedule--- of the Act and such expenses shall be equally borne by the parties.
12. The Place/Seat of Arbitration shall be Guwahati or the place where the contract is executed. The venue of the arbitration shall be decided by the Arbitrator(s) in discussion with the parties. The cost of arbitration sittings shall be equally borne by the parties.

13. The Arbitrator(s) shall give reasoned and speaking award and it shall be final and binding on the parties.
14. 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.

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

- a) In the event of any dispute or difference relating to the interpretation and application of the provisions of commercial contract (s) between Central Public Sector Enterprises (CPSEs) and also between CPSEs and Government Departments/Organizations (excluding disputes -concerning Railways, Income Tax, Customs & Excise Departments), such dispute or difference shall be taken up by either party for resolution through AMRCD as mentioned in OPE OM No. 4(1)/2013-DPE(GM)/FTS-1835 dated 22-05-2018.
- b) A party wishing to commence arbitration proceeding shall invoke Arbitration Clause and refer the dispute(s) to AMRCD with a copy 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.
- c) Upon such reference, the dispute shall be decided by the Competent Authority appointed under the AMRCD, 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.

**42.3 Arbitration (Applicable to Micro, Small and Medium Enterprise)**

In the event of any dispute or difference relating to, arising from or connected with the Contract, efforts shall be made to resolve the dispute(s) amicably by mutual consultation and in case such dispute(s) cannot be resolved through mutual consultation, then same shall be resolved through the procedure as prescribed in Section-18 of the Micro, Small and Medium Enterprises Development Act, 2006.

**42.4 Resolution of disputes through conciliation by OEC**

(Not Applicable in cases where value of dispute is less than Rs. 25 Lakhs and more than 2 Crore)

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, Company at its discretion, on its own or on the request of the CONTRACTOR, may refer the dispute to Outside Expert Committee ("OEC") to be constituted by Corporate Business Committee (CBC), OIL as provided hereunder:

- a) The party desirous of resorting to conciliation shall send a notice of 30 (thirty) days to the other party of its intention of referring the dispute for resolution through OEC. The notice invoking conciliation shall specify all the points of disputes with details of the amount claimed to be referred to OEC and the party concerned shall not raise any new issue thereafter.

- b) OIL shall nominate three outside experts, one each from Financial/commercial, Technical and Legal fields from the Panel of Outside Experts maintained by OIL who shall together be referred to as OEC (Outside Experts Committee).
- c) Parties shall not claim any interest on claims/counterclaims from the date of notice invoking conciliation till execution of settlement agreement, if so arrived at. In case, parties are unable to reach a settlement, no interest shall be claimed by either party for the period from the date of notice invoking conciliation till the date of OEC recommendations in any further proceeding.
- d) The Proceedings of the OEC shall be broadly governed by Part III of the Arbitration and Conciliation Act, 1996 including any modifications thereof. Notwithstanding above, the proceedings shall be summary in nature and Parties agree to rely only upon documentary evidence in support of their claims and not to bring any oral evidence in the OEC proceedings.
- e) OEC shall hear both the parties and recommend possible terms of settlement between the parties. The recommendations of OEC shall be non-binding and the parties may decide to accept or not to accept the same. Parties shall be at liberty to accept the OEC recommendation with any modification they may deem fit.
- f) Where recommendations are acceptable to both the parties, a settlement agreement will be drawn up in terms of the OEC recommendations or with such modifications as may be agreed upon by the parties. The settlement agreement shall be signed by both the parties and authenticated by all the OEC members either in person or through circulation. This settlement agreement shall have the same legal status and effect as that of an arbitration award on agreed terms on the substance of the dispute rendered by an arbitral tribunal under Section 30 of the Arbitration and Conciliation Act, 1996.
- g) OIL will share all other guidelines regarding reconciliation through OEC with the CONTRACTOR when it resorts to settlement through OEC. Both parties agree to adhere to these guidelines.
- h) All the expenditure incurred in the OEC proceedings shall be shared by the parties in equal proportion. The parties shall maintain account of expenditure and present to the other for the purpose of sharing on conclusion of the OEC proceedings.
- i) The OEC proceedings must be completed within a period of 3(three) months from the date of constitution of the OEC with a provision of extension of one months, subject to mutual agreement. The Place of OEC shall be either at New Delhi or Guwahati.
- j) If the parties are not able to resolve the dispute through OEC or do not opt for conciliation through OEC, the party may invoke arbitration clause as provided in the contract.
- k) The parties shall be represented by their in-house employees/executives. No party shall bring any advocate or outside consultant/advisor/agent. Ex-officers of OIL who have handled the matter in any capacity directly or indirectly shall not be allowed to attend and present the case before OEC on behalf of Contractor. However, ex- employees of parties may represent their respective organizations.

- 1) Solicitation or any attempt to bring influence of any kind on either OEC Members or OIL is completely prohibited in conciliation proceedings and OIL reserves the absolute right to close the conciliation proceedings at its sole discretion if it apprehends any kind of such attempt made by the Contractor or its representatives.

**42.5 Exclusions**

Parties agree that following matters shall not be referred to conciliation or arbitration:

- i) Any claim, difference or dispute relating to, connected with or arising out of OIL's decision to initiate any proceedings for suspension or debarment or banning, or decision to suspend or to ban or to debar business dealings with the bidder/CONTRACTOR and/or with any other person involved or connected or dealing with bid/contract/bidder/CONTRACTOR.
- ii) Any claim, difference or dispute relating to, connected with or arising out of OIL's decision under the provisions of Integrity Pact executed between OIL and the Bidder/CONTRACTOR.
- iii) Any claim, difference or dispute relating to, connected with or arising out of OIL's decision to comply with any order or directive of any statutory or government authority.
- iv) Any claim which is less than Rs. 25 Lakh.

**43.0 COMPLETION OF CONTRACT:**

Unless otherwise terminated under the provisions of any other relevant Clause or extended through written communication, this Contract shall be deemed to have been completed at the expiry of the Period specified in the contract or period of defect liability, as provided for under the Contract, whichever is later.

**44.0 TERMINATION:**

**44.1 Termination on expiry of the contract:** This Agreement shall be deemed to have been automatically terminated on the expiry of the contract period unless OIL has exercised its option to extend this contract in accordance with the provisions, if any, of this contract.

**44.2 Termination of contract for death:** If the CONTRACTOR is an individual or a proprietary concern and the individual or the proprietor dies or if the CONTRACTOR is a partnership concern and one of the partners dies then unless, the COMPANY is satisfied that the legal heir of the individual or the proprietary concern or the surviving partners are capable of carrying out and completing Contract, the COMPANY is entitled to cancel the Contract for the uncompleted part without being in any way liable for any compensation payment to the estate of the deceased CONTRACTOR and/or to the surviving partners of the CONTRACTOR's firm on account of the cancellation of Contract. The decision of the COMPANY in such assessment shall be final & binding on the parties. In the event of such cancellation, the COMPANY shall not hold the estate of the deceased CONTRACTOR and/or the surviving partners of CONTRACTOR's firm liable for any damages for non-completion of the Contract.

**44.3 Termination on account of Force Majeure:** Unless the contract provides otherwise, either party shall have the right to terminate this Contract on account of Force Majeure as set forth in Article-31.0 above.

- 44.4 **Termination on account of insolvency:** In the event that the CONTRACTOR or its collaborator or its guarantor 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 or under the process of insolvency or liquidation, then the COMPANY shall, by a notice in writing have the right to terminate the Contract and all the CONTRACTOR's rights and privileges hereunder, shall stand terminated forthwith.  
However, COMPANY shall be at liberty to give the Receiver or Liquidator or Insolvency Professional Manager, as appointed by the Competent Court/Tribunal, the option of carrying out the Contract subject to its technical & financial competence and his providing a guarantee for due and faithful performance of the Contract.
- 44.5 **Termination for Unsatisfactory Performance:** If the COMPANY considers that, the performance of the CONTRACTOR is unsatisfactory, or not as per the provision of the Contract, the COMPANY shall notify the CONTRACTOR in writing and specify in details the cause of dissatisfaction. The COMPANY shall have the option to terminate the Contract by giving 15 days notice in writing to the CONTRACTOR, if CONTRACTOR fails to comply with the requisitions contained in the said written notice issued by the COMPANY. In the event CONTRACTOR rectifies its non-performance to the satisfaction of the COMPANY, the option of termination may not be exercised by the COMPANY. If however CONTRACTOR repeats non-performance subsequently, COMPANY shall exercise the option to terminate contract by giving 07 days notice. Such CONTRACTOR shall be put on holiday as per the Banning Policy of OIL [available at [www.oil-india.com](http://www.oil-india.com)].
- 44.6 **Termination due to change of ownership and Assignment:** In case the CONTRACTOR's rights and/or obligations under this Contract and/or the CONTRACTOR's rights, title and interest to the equipment/ material, are transferred or assigned without the COMPANY's written consent, the COMPANY may at its option, terminate this Contract. COMPANY shall not be however under any obligation to accord consent to the CONTRACTOR for change of ownership & assignment of the contract.
- 44.7 If at any time during the term of this Contract, breakdown of CONTRACTOR's equipment results in CONTRACTORS 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 or partially to the extent non-performance, 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.
- 44.8 **Termination for delay in mobilization:** CONTRACTOR is required to mobilize complete equipment alongwith crew for commencement of services at the specified site within the maximum allowed number of days from the date of LOA/Notice for Mobilization as specified in the special conditions of contract. If the CONTRACTOR (successful bidder) fails to complete the mobilization as above, OIL shall have, without prejudice to any other clause of the CONTRACT, the right to terminate the contract.
- 44.9 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 CONTRACTOR due to any other reason not covered under the above Article from 44.1 to 44.8 and in the event of such termination the COMPANY shall not be liable to pay any cost or damage to the CONTRACTOR except for payment of services as per the Contract upto the date of termination.

44.10 **Consequence 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. Upon termination of this Contract, CONTRACTOR shall return to COMPANY all of COMPANY's properties, which are at the time in CONTRACTOR's possession. 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 CONTRACTOR shall demobilize their personnel & materials. Demobilization charges shall not be payable by COMPANY in case of Article from 44.4 to 44.7.

**45.0 TO DETERMINE THE CONTRACT:**

In such an event the contract shall stand terminated and shall cease to be in force from the date of such notification by the COMPANY. Thereafter the CONTRACTOR shall stop forthwith any of the work then in progress, except those work which the COMPANY may, in writing, require to be done to safeguard any property or work, or installations from damages, and the COMPANY may take over the remaining unfinished work of the CONTRACTOR and complete the same through a fresh CONTRACTOR or by other means, at the risk and cost of the CONTRACTOR, and any of its sureties if any, shall be liable to the COMPANY for any excess cost occasioned by such work having to be so taken over and completed by the COMPANY over and above the cost at the rate/cost specified in the schedule of quantities and rates/prices.

**46.0 WITHOUT DETERMINING THE CONTRACT:**

To take over the work of the CONTRACTOR or any part thereof and complete the same through a fresh CONTRACTOR or by other means, at the risk and cost of the CONTRACTOR. The CONTRACTOR and any of its sureties are liable to the COMPANY for any excess cost over and above the cost at the rates specified in the schedule of quantities and rates/prices, occasioned by such work having been taken over and completed by the COMPANY.

**47.0 ERRING/DEFAULTING AGENCIES:**

Erring and defaulting agencies like bidder, CONTRACTOR, supplier, vendor, service provider will be dealt as per OIL's Banning Policy available in OIL's website: [www.oil-india.com](http://www.oil-india.com). Moreover, OIL reserves the right to take legal or any other action on the basis of merit of the case.

**48.0 MISCELLANEOUS PROVISIONS:**

CONTRACTOR 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.

CONTRACTOR 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.

During the tenure of the Contract, CONTRACTOR 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, CONTRACTOR 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.

Key personnel cannot be changed during the tenure of the Contract except due to sickness/death/resignation of the personnel or any other justified situation in which case the replaced person should have equal experience and qualification, which will be again subject to prior approval, by the COMPANY.

**(END OF SECTION-IV)**

**SCOPE OF WORK (SoW)**

Oil India Limited (OIL) intends to develop a succession planning framework for senior-level positions (till N -3 level) that are critical to the growth of the company. The engagement will involve an in-depth analysis of OIL's organizational structure, identification of the key positions & potential talent pool and design & development of a succession management dashboard.

Additionally, OIL intends to design and develop a Technical Competency Framework (TCF), a comprehensive eLearning curriculum including content development, assessment strategy and a cloud-based Learning Management System across the company.

To achieve these goals, OIL is seeking a consulting agency to provide a turnkey solution, including execution, maintenance, and administration of the modules. The consultant should have a proven track record of success in this area and possess expertise in relevant fields such as HR, talent management, and learning and development.

The scope of work will cover two modules and both the modules will operate concurrently. A clear project plan with modular milestones and deliverables is required from the consulting agency. Payments shall be linked accordingly with the defined phases in each module.

The scope will include all offices of OIL. At present OIL's offices are Field Head-Quarter (FHQ) at Duliajan Assam, Pipeline Head Quarter at Guwahati, Assam, Rajasthan Fields at Jodhpur (Rajasthan) and projects offices Kakinada (Andhra Pradesh) and Bhubaneswar (Orissa), Shipping office at Kolkata (West Bengal), E&D Directorate, Delhi and Corporate office at Noida.

**Module 1: Succession Planning**

The consulting agency will be responsible for the following activities under Module 1:

**1.1 As Is Assessment:**

- (i) Study the existing Succession Planning Policy of the company.
- (ii) Prepare a gap analysis to identify the areas of improvement.

**1.2 Identification of Critical Roles and Success Profiling**

- (i) Conduct a thorough analysis of OIL's organizational structure and business objectives to identify key senior-level positions (till N-3 level) that are critical to the success of the company.
- (ii) Create success profiles to capture the necessary experiences for the critical positions. The success profiles to be created gathering data from multiple sources using one to one interview, focused groups discussions and surveys depending on the number of critical roles for three senior levels of management Level I (Executive Directors) ,Level II (Chief General Managers) and Level III (General Managers).
- (iii) The interviews and Focused Group Discussions (FGDs) will be conducted by a senior person of the Consulting Agency with minimum 10 years' experience in conducting these types of assessments.
- (iv) Validate the success profiles with the concerned authority from OIL and create a success profile repository highlighting desired expectations for critical roles across dimensions of qualification, experience, competencies, and other factors such as leadership style, communication skills, and cultural fit as decided mutually between OIL and the consulting agency.



- (v) Study the existing behaviour competency framework of OIL vis-à-vis success profile and recommend actions to improve if required.

### **1.3 Identification of potential successors**

- (i) Based on the success profiles, develop a set of criteria that potential successors must meet in order to be considered for the identified roles. The specific filters to be used will be determined mutually between OIL and the consulting agency.
- (ii) Using the criteria or the range of filters and existing repository of comprehensive assessment and development centre (ADC) reports, OIL should be able to identify the potential talent pool of eligible successors for each critical role.
- (iii) Define a clear system for classifying potential successors in terms of their readiness or fitment for the critical roles.

### **1.4 Development Planning**

- (i) Prepare competency development handbook outlining specific development interventions for each key competency required for the identified critical roles.
- (ii) Create a consolidated report on the development needs of the identified talent pools across different levels of the company by fine tuning the available IDPs to provide learning support to individuals to follow their IDPs in the 70:20:10 rule of learning. The IDPs should integrate individual and group trainings, action learning projects, reading , videos and other interventions.
- (iii) Build a system to track and monitor the development journey of each potential successor to ensure that they are making progress towards their individual development goals.

### **1.5 Succession Management Dashboard**

- (i) The consulting agency shall also create a dynamic dashboard which will be used to track and manage succession planning for OIL. The purpose of the dashboard will be to provide a clear and concise overview of the succession planning process, including details on critical roles, talent pipeline, and other key developmental metrics
- (ii) The dashboard should be user-friendly and interactive. The consulting agency shall provide comprehensive training to the project team from OIL on the use of the dashboard, including its features, functionalities, and best practices for data analysis and decision-making.
- (iii) The consulting agency must ensure that the technology solution provided for the dashboard is fully compatible with SAP, the enterprise resource planning software used by OIL for HR and other business processes.

During the period of the contract, the consulting agency shall be responsible for modifying the decision criteria and assessment methodology outlined above and making any necessary changes to the dashboard accordingly. OIL reserves the right to request modifications as deemed necessary, based on evolving business needs or feedback from stakeholders.

**1.6 Deliverables & Timelines****T:** Commencement of services (post issuance of Letter of Award)

#	Deliverables	Timeline
<b>1.1 As Is Assessment</b>		
1.	Study of existing Succession Planning Policy and gap analysis report for improvement	<b>T+ 3 weeks</b>
<b>1.2 Identification of Critical Roles and Success Profiling</b>		
1.	Identification of key positions (N -3) and creation & validation of success profiles of all key positions.	<b>T+ 8 weeks</b>
2.	Study of the existing Behavioural Competency framework vis-a-vis the success profiles for gap analysis.	<b>T+ 8 weeks</b>
<b>1.3 Identification of eligible successors</b>		
1.	Overall Succession Management Process and Policy Document with decision criteria, assessment methodology and algorithm for classification of potential successors in terms of role readiness.	<b>T+ 12 weeks</b>
2.	Recommendation on candidature for eligible successors towards critical roles and bench strength report	<b>T+20 weeks</b>
<b>1.4 Development Planning</b>		
1.	Comprehensive Competency Development handbook	<b>T+12 weeks</b>
2.	Consolidated Group Insights Report for different cohorts based on levels as decided	<b>T+20 weeks</b>
3.	Design & develop a system to track development journey of each identified individual	<b>T+24 weeks</b>
<b>1.5 Succession Management Dashboard</b>		
1.	Implementation of the dashboard	<b>T+20 weeks</b>
2.	Implementation plan with detailed activity breakdown	<b>T+20 weeks</b>
3.	Detailed user manuals and SOPs	<b>T+20weeks</b>
4.	User Training Workshop(s) for OIL team (the audience for user training with be decided by OIL)	<b>T+28 weeks</b>

**Module 2: Technical/functional Competency Framework and e-learning**

Design and develop a Technical Competency Framework (TCF) in the organization context in collaboration with OIL management and SMEs so that it is applicable to all identified roles at all levels. The consulting agency will be responsible for the following activities under Module 2:

**2.1 Defining Technical/functional Competencies**

- (i) Critically examine the current operating model and organization structure of the departments, focusing on their functions, activities, responsibilities and interfaces with each other and towards the overall business objective of the company.
- (ii) Identify unique job roles for all levels in the departments in all geographical locations for approximately 30 functions.
- (iii) Define technical competencies for each unique job roles.
- (iv) Define the desired proficiency levels of the technical competencies for each role/level in all geographical locations.
- (v) Prepare a comprehensive competency dictionary, which includes definitions of competencies and the proficiency levels.
- (vi) Develop a digital learning curriculum to build the competencies across departments, roles, and levels .
- (vii) Establish linkage between competencies and the digital learning curriculum, based on learning outcomes aligned to different business roles. In other words, link technical competencies to roles/levels and state the corresponding e-learning content required to be accessed.
- (viii) Design practical and assessable learner journeys and learning interventions for every role/level. This includes pre-program, during-program, and post-program activities.
- (ix) It shall be obligatory on the consulting organization to develop TCF for any new function that is decided by OIL, on same terms of payment and conditions.
- (x) Actual number of functions may vary and the vendor shall be paid on actual numbers.
- (xi) OIL will have exclusive rights over developed frameworks, and the vendor can not reuse it anywhere or in any form in part or full. The TCF so developed shall be intellectual property of OIL.

**2.2 e-Content Development and Assessment**

- (i) Design and develop customized digital learning content in accordance with the curriculum, tailored to the needs of users based on their department and role. This will require the development of approximately 150 hours of distinct e-content, spread across various departments.
- (ii) Initially, the e-content will be developed for identified departments, but the number of departments and hours of e-content may vary during the project. OIL will have exclusive rights over the developed e-content and the vendor cannot reuse it in any form, either partially or entirely. The e-content will be the intellectual property of OIL.
- (iii) The project involves complete end-to-end development of customized digital content, which includes e-Learning courses, video-based content, and assessments. Subject Matter Experts (SMEs) from the concerned departments of OIL will assist the consulting agency in finalizing the technical competencies and e-learning contents. These SMEs will be based in different OIL locations across

India, and the consulting organization may need to contact and meet them at their respective locations. SMEs can either be an individual or a group of officials.

- (iv) The consulting organization will deploy multiple developmental teams in parallel for the different departments of OIL. For effective Project Management, the consulting organization will provide a single point of contact, while independent points of contact will be provided for each department of OIL.
- (v) The project involves the conversion of existing source content and available body of knowledge into immersive digital content, which includes modification/upgradation of already developed/newly developed content. The digital learning content should comply with current standards such as SCORM 1.2 and above, and xAPI.
- (vi) For each department, the project will include Instructional Design and Storyboard, followed by splitting the e-content into modules and dividing the modules into easily consumable components.
- (vii) The e-content should be a rich combination of story-based learning, comprising nano-learning, nuggets and bytes, learning units, pictures, graphics, case-studies/caselets, real as well as fictional illustrations, animations, videos, simulations, games mixed with emerging technologies such as 3D virtual and augmented reality and scenario building.
- (viii) Define the number of modules/components and timelines for completion for each user group per department per level. Specify the proportion of modules/e-learning hours to be completed by a user every year.
- (ix) The project will design a built-in comprehensive digital assessment strategy and methodology, which includes defining evaluation criteria and credits for each module to track and measure user performance - for the entire module as well as component-wise and session wise. The criteria will be based on a combination of metrics, such as Learning Completion and comprehension, Learning hours, Assignments, and applications.
- (x) The project will define the intermittent timelines and assessment techniques (such as assignment, quiz, storytelling, case presentation, submissions, and dynamic evaluation techniques such as gamified assessments) for achievement under each module/component. The assessment strategy will be developed collaboratively by the consulting organization and SMEs of OIL. However, the consulting organization will undertake related digitalization and conversion to various forms.
- (xi) The course content should comprise a mix of levels based on the extent of interactivity in the eLearning process. A indicative outline of the levels is place as **Annexure-C**. The consulting agency must conduct a preliminary demand assessment through a stratified sample to assess the user preferences at different levels for various formats of e-content and develop the e-content accordingly. The consulting agency must comply with OIL's requirement for various interactivity levels of e-content.
- (xii) While the mix can be changed later in consultation with OIL, for estimation purposes, the consulting agency may consider a ratio of 50:35:10:5 for levels 1, 2, 3 and 4 respectively as defined in **Annexure-C**.
- (xiii) The curriculum must have the following features (The list is illustrative and not exhaustive):
  - a) Learning objectives
  - b) Programme structure and methodology, illustrations, demonstrations, do-it-yourself acts
  - c) Usage of all types of media –  
text/images/graphics/audio/video/simulation/games

- d) Quick reference guides, standards/codes, and Notes
- e) Links to standard websites and resources

(xiv) The above item shall also include the responsibility of the consulting organization to subsequently update the existing/newly designed/developed e-content during the period of the contract. All such changes will be paid for the duration of the change as per the normal rates.

### **2.3 Digital Learning Technology Solution and Administration**

- (i) The consulting organization is responsible for providing, implementing, and maintaining a secure, scalable and sustainable digital learning technology solution, including a state-of-the-art Learning Management System (LMS) and associated support systems. The solution must be capable of hosting, deploying, and managing digital learning content, and must provide real-time analytics and dashboards for business and HR leaders. The consulting organization must provide details of the proposed solution, along with an implementation plan that meets the requirements stated in the contract. The expected number of users at the end of the development segment is approximately 1687 (executive cadre).
- (ii) The broad requirements for the technology solution are:
  - a) Browser and Operating System Compatibility: The system should support all standard web browsers like MS Internet Explorer, Edge, Google Chrome, Mozilla, Opera, etc., and operating systems like MS Windows, Mac, etc.
  - b) E-content Support: The system should be able to host, deliver and track e-content compatible with SCORM 1.2 and above/xAPI.
  - c) Cloud-based Storage: The system should have cloud-based storage and operation of e-content, with no streaming capacity constraint and capacity of handling around 500 users at any single point of time.
  - d) Primary and secondary data centre should be in India.
  - e) Multi-device Access: The system should provide multi-device and multi-channel access (desktop/tablet/mobile) based on web as well as a mobile App for Android, iOS, etc.
  - f) User Access and Management: The system should provide provisions for users to access data across different modes; manage their learning cycle; assess performance/feedback.
  - g) Offline Capability: The system should have offline capability to provide access to resources as well as the ability to sync with the Learning Management System.
  - h) Unlimited Data Upload: The system should have no limit on data upload to the Learning Management System.
  - i) Business Continuity and Disaster Recovery Plan: The system should have a business continuity and disaster recovery plan.
  - j) Monitoring and Analytics: The system should have an appropriate monitoring system and analytics, with the ability to configure a dashboard to show various reports with access controls; ability to generate scheduled report subscriptions that can be sent via email/push/nudge notifications.
  - k) Blended Learning: The system should provide provisions for blended learning, supporting activities such as webinars, virtual classrooms, study groups, and collaborative learning processes.
  - l) Personalization: The system should be able to provide the learner with a plan, options, journey, access to his/her data, and choice.
  - m) Content Protection: The system should have screen content that is copy-disabled and should not be downloadable to prevent its unauthorized use.

- n) System-driven Reminders: The system should have system-driven reminders (email/mobile) for learner activities.
- o) Dashboard: The system should provide a dashboard to view employee's learning progress at a glance – User as well as Administrator access.
- p) Access and Rights: The system should provide access and rights to administrators/managers/users as per definitions, including the ability to create and administer domains, organizations, and administrators; create/manage/ edit/ upload/ import/track learning paths, curricula, courses, users, communities, surveys, polls, integrations, user databases, etc.; create/manage/ register/ edit groups of users, communities; create/edit/manage notifications, certificates, transactions; curate content from internal and external sources; and create and deploy custom reports.
- q) Embedded Database and Links: The system should have an embedded database and links to resources.
- r) Content Management and Extraction: The system should have functionalities of content management and extraction – including content authoring/editing and change management system for dynamic updates and content upgradation/change/new content additions.
- s) Synchronization: The system should have synchronization of e-content with dynamic learning path of users.
- t) Integration: The system should have integration with Active Directory/ERP for user authentication/employee database.
- u) Assessment and Feedback: The system should have assessment, monitoring, and feedback mechanism for users/administrators.
- v) Learning Analytics: The system should have learning analytics to track learning progress and provide insights to improve learning outcomes.

(iii) Besides the provision of the above technological solution, the implementation partner shall be required to provide the following services:

- a) Deploy the e-content as per curriculum on Learning Management System. This includes deployment of newly created e-content as well as deployment of readymade SCORM/xAPI compliant e-content provided by OIL.
- b) Provide access of e-content to users online – web-based access as well as Mobile App for on-the-go access on Android and iOS. The offering to users should be multimodal and allow seamless transitions between different devices that a person may want to use. Upon completion of the development segment, the total number of users is expected to be around 1687 (executive cadre) which can be increased in the future. The Mobile App(s) shall be developed, provided and maintained by the consulting organisation.
- c) Administer assessments and feedback
- d) User administration and curriculum management
- e) Access management – security and roles management
- f) Provide analytical reports as per the agreed frequency with OIL. Track learners' usage and performance; provide insights and analytics on user activity
- g) Provide technical support, including a change management system for upgradation/ modification of content/ curriculum by authorized users at any stage of operation
- h) Provide social learning features such as a forum for questions, learning groups to allow learners to engage amongst themselves and with others
- i) After initial development, support OIL in developing new content in the event of new roles, new technology requirements or the need for updates for any other reason.
- j) The technology solution provided must be compatible with SAP.
- k) LMS should be integrated with the existing systems at OIL like SAP ERP HR

- l) The bidder is allowed to take the services of third party LMS provider with prior approval from OIL. However, bidder must ensure that proposed LMS solution meets the techno functional requirements of the scope.
  - m) Data integrity and security must be ensured by the consulting organisation. The consultant shall sign the confidentiality and non-disclosure agreement with OIL as per prescribed format. The consulting organisation shall be required to maintain LMS, administer all the learning tools and analytics during development segment as well as for a period of three years after completion of development segment.
- (iv) Upon expiration of the contract, the consulting organization shall transfer the entire knowledge base (e-content), reports, and Learning Management System embedded database to OIL in a technology-compliant format for future usage. This transfer may take place either during the contract period or immediately after. The system will remain live and available to users during the transfer process. If the transfer occurs after the contract has expired, the consulting organization will be paid pro-rata for keeping the system live. The contract will end once the system, including the entire knowledge base, reports, and Learning Management System embedded database, has been transferred in its entirety to OIL.
- (v) The consulting organisation shall prepare a change management strategy including implementation and adoption strategy for e-learning project. The following must be planned:
- a) Regular tracking system and dashboard
  - b) Employee communication and launch strategy
  - c) Engagement of learner through enablers such as recognition for early adopters, internal media, social collaboration platform, learning campaign including story telling leadership talk, success communication.
- (vi) The following activities must be executed by the consulting organisation.
- a) Identification of key stakeholders with the organisation's assistance
  - b) Defining the appropriate contact channel for those stakeholders to be used throughout the project.
  - c) Developing an initial stakeholder engagement, handholding and sensitization plan that identifies all nominated players, roles and responsibilities, contact details and information needed.
  - d) Conducting training and workshops so that at least 10% of end users are covered. These sessions to be conducted at our office locations.

## 2.4 Timelines and Deliverables

**T:** Commencement of services (post issuance of Letter of Award)

#	Deliverables	Timeline
<b>2.1 Defining Technical/functional Competencies</b>		
1.	Identify unique job roles for all levels in the departments in all geographical locations for all functions.	<b>T+ 12 weeks</b>
2.	Technical competency dictionary with proficiency levels for all competencies	<b>T+ 20 weeks</b>
3.	Digital learning curriculum linked to technical competencies for every role/level and Learner persona study report	<b>T+ 28 weeks</b>
<b>2.2 e-content Development and Assessment</b>		

<b>1.</b>	Customized digital learning e-content (150 hours approx.) including assessments in line with learning curriculum for all business roles/levels across identified departments in the pre-decided format (SCORM 1.2 & xAPI)	<b>T+ 40 weeks</b>
<b>2.3 Digital Learning Technology Solutions and Administration</b>		
<b>1.</b>	Provision of the technology solution meeting all defined criteria including all licenses and software required	<b>T+ 12 weeks</b>
<b>2.</b>	Learning Management System and allied support systems	<b>T+ 16 weeks</b>
<b>3.</b>	Learning evaluation criteria and credits for all module based on a combination of metrics, such as learning completion and comprehension, learning hours, assignments, applications	<b>T+ 16 weeks</b>
<b>4.</b>	Implementation plan with detailed activity breakdown	<b>T+ 18 weeks</b>
<b>5.</b>	Detailed user manuals and SPOs	<b>T+ 24 weeks</b>
<b>6.</b>	User Training Workshop(s) for OIL team (the audience for user training will be decided by OIL)	<b>T+ 24 weeks</b>
<b>7.</b>	Go-Live: Learning Management System knowledge base (e-content), reports and the Learning Management System embedded database	<b>T+ 28 weeks</b>

**Note:** The timelines for completion will depend on the number of job families and competencies identified by the consulting agency in consultation with OIL.

**3.0 Mobilization Time:** 15 (Fifteen) days from the date of mobilization notice.

**4.0 Duration of the Contract:**

- i. Implementation period: 40 (Forty) Weeks
- ii. Administration & Maintenance of the learning management system: 03 (three) years after complete implementation.

Administration & maintenance of the learning management will start after complete implementation of the project as per the scope of the work.



<b>ANNEXURE-C</b>				
	<b>Level-1</b>	<b>Level-2</b>	<b>Level-3</b>	<b>Level-4</b>
Interactivity, features, and e-Content	Negligible interactivity Learner has basic control of the e-learning environment Content is linear (online screen-by-screen show) Mouse over text; click popup/ Reveal	Limited/simple interactivity Learner has minimal control of the e-learning environment Learner expected to demonstrate knowledge Content is nonlinear; includes branching. (A maximum of 3 branching scenarios in a course) Scenarios with simple complexity Interactive activity	Moderate interactivity Learner has moderate control of the e-learning environment Learner expected to apply content and make decisions Content is nonlinear; includes branching (A maximum of 4-5 branching scenarios in a course) Scenarios with medium-complexity Simulations; games	Full interactivity/immersion Learner has high control of the e-learning environment Learner expected to make complex decisions Content is nonlinear; includes multiple paths. Use of gaming technology Scenarios with high complexity 3D simulations; 3D games
Instructional Design	<ul style="list-style-type: none"> <li>Emphasis on comprehension</li> </ul>	Emphasis on problem-solving Tasks with simple complexity	Emphasis on application and transfer Tasks with medium complexity	Emphasis on application, transfer and reflection Tasks with high complexity
Assessment	<ul style="list-style-type: none"> <li>Knowledge-based assessment</li> <li>MCQs (Single correct/Multiple correct)</li> </ul>	Knowledge and identification-based assessment Sequencing/r effective questions like Drag and Drop, Choose the right sequence, match the following	Decision and application-based assessment Crosswords/puzzles with medium complexity simulated as an interactive game with user inputs Scenario-based/game based/simulation-based with medium complexity	Experiential assessment with learner experiencing the consequences of choices Highly complex scenario-based or game-based questions, simulation-based questions, crosswords Scenario-based/game based/simulation-based with high complexity

Graphics/AV /Animation	Embedding OIL SME provided animation without customization Stock infographics, OIL SME provided images/photo graphs Simple drawings (flowcharts, diagrams) Machine- generated audio (with an Indian accent) not in sync with OST	2D Custom animation (up to 5-minute animation in a 1-hour course duration) Simple animated graphics like eye blinks, lip sync, and hand gestures with audio and a mascot Audio in sync with the text. Additional audio (supportive text not on screen) Customization of OIL SME- provided videos (trimming the video, splitting the videos into multiple, inserting subtitles, etc.)	2D Custom animation (up to 10-minute animation in a 1- hour course duration) Animated images, flowcharts, diagrams, and progressive disclosure videos Complex animated graphics like eye blinks, lip sync, and hand gestures with audio and a mascot Walk cycles; preliminary simulations. Realistic 2D images; games with inputs from users Recreation of OIL SME-provided videos Audio in sync with the text.	Content animation effects (text, bullets, transitions etc.) Animated 3D images, flowcharts, diagrams, progressive disclosure videos 3D Animations with complex effects and Interactive 3D objects Full simulations; Realistic 3D graphics; games with inputs from users Interactive/anim ated video Audio in sync with the text
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**(END OF SECTION-V)**

**SPECIAL CONDITIONS OF CONTRACT****1.0 Payment Schedule:**

SN	Activity	Details	Unit of Measurement	Timeline: at the end of phases			
				8 Weeks	16 Weeks	24 Weeks	40 Weeks
	Module -1						
1	Completion of work as per the deliverables mentioned for module 1.1, 1.2 under scope of work	Identification of critical roles and success profiling	Lumpsum	50% of the total amount against item no 10			
2	Completion of work as per the deliverables mentioned for module 1.3, 1.4 and 1.5 under scope of work	Developmental Planning , Providing, implementation, and handholding of succession management dashboard including user training & SOPs, Succession Management Dashboard	Lumpsum		40%* of the total amount against item no 10	50% of the total amount against item no 20	40% *of the total amount against item no 20
	Module 2						
3	Completion of work as per the deliverables mentioned as per the scope of work given in the module 2.1.	Identify unique job roles and defining technical /functional competency for major# functions	Cost per technical / functional competency		Pro rata based on number of functions in which TCF developed at the end of period of each phase		
4	Completion of work as per the deliverables mentioned as per the scope of work given in the module 2.1.	Identify unique job roles and defining technical /functional competency for minor## functions as per the scope of work given in the module 2.1.	Cost per technical / functional competency		Pro rata based on number of functions in which TCF developed at the end of each period of each phase		
5	Rate of Level 1 e-content development	e-content development	Per Hour		Pro rata based on actual e-learning content designed/ developed and deployed on newly provided cloud based LMS		

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6	Rate of Level 2 e-content development	e-content development	Per Hour		Pro rata based on actual e-learning content designed/ developed and deployed on newly provided cloud based LMS		
7	Rate of Level 3 e-content development	e-content development	Per Hour		Pro rata based on actual e-learning content designed/ developed and deployed on newly provided cloud based LMS		
8	Rate of Level 4 e-content development	e-content development	Per Hour		Pro rata based on actual e-learning content designed/ developed and deployed on newly provided cloud based LMS		
9	Advisory cost for providing digital learning technology solution		Lumpsum			50% of the total amount against item no 90	40% of the total amount against item no90
					Pro rata based on actual number of live users at the beginning of the period of each phase		
10	License cost of digital learning technology platform for 2000 users (per user per year for 3 years)		Per user Per year license fee				
11	Administration and maintenance of the learning Management System for 3 years after complete implementation (rate per year)		Per year	Quarterly payment at the end of each quarter. Time for the same will start after implementation phase.			
The payment against item SN 1 & 2 will be restricted to 20% of total value of the contract. Remaining amount will be released after completion of the implementation phase or 40 weeks whichever is later							
*Remaining 10% payment against item no 10 and 20 of the Price Bid Format will be released after completion of implementation phase or 40 weeks whichever later							

<i>In case annual cost for Administration and maintenance of the learning Management System (Item No 110 in Price Bid Format) is less than 5% of the total cost covering item no . 30 to 90 in Price Bid Format, the differential amount will be withheld from first invoice and released after completion of the contract.</i>
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**2.0 CONFIDENTIALITY AGREEMENT**

OIL shall enter into a confidentiality and non-disclosure agreement with the successful consultant as per prescribed format enclosed as **Annexure-I**.

**3.0 SUBMISSION OF INVOICE:**

Digitally Signed Invoice along with supporting documents (if any) against the Contract shall be submitted through OIL Vendor Portal (Vim.oilindia.in) only and after receipt of undisputed Invoice payment shall be processed.

OIL shall make the payments as per stipulation in the Tender through Electronic transfer only. All bank charges of the bidder's Bankers shall be to their account. Successful bidder will have to provide bank details (at the time of the execution of the Contract) in the prescribed format.

**4.0 GOODS AND SERVICES TAX:**

- 4.1 In view of GST Implementation from 1st July 2017, all taxes and duties including Excise Duty, CST/VAT, Service tax, Entry Tax and other indirect taxes and duties have been submerged in GST. Accordingly, reference of Excise Duty, Service Tax, VAT, Sales Tax, Entry Tax or any other form of indirect tax except of GST mentioned in the bidding document shall be ignored.

Bidders are required to submit copy of the GST Registration Certificate while submitting the bids wherever GST (CGST & SGST/UTGST or IGST) is applicable.

- 4.2 "GST" shall mean Goods and Services Tax charged on the supply of material(s) and services. The term "GST" shall be construed to include the Integrated Goods and Services Tax (hereinafter referred to as "IGST") or Central Goods and Services Tax (hereinafter referred to as "CGST") or State Goods and Services Tax (hereinafter referred to as "SGST") or Union Territory

Goods and Services Tax (hereinafter referred to as “UTGST”) depending upon the import / interstate or intrastate supplies, as the case may be. It shall also mean GST compensation Cess, if applicable.

- 4.3 Quoted price/rate(s) should be inclusive of all taxes and duties, except GST (i.e. IGST or CGST and SGST/UTGST applicable in case of interstate supply or intra state supply respectively and cess on GST if applicable) on the final service. However, GST rate (including cess) to be provided in the respective places in the Price Bid. Please note that the responsibility of payment of GST (CGST & SGST or IGST or UTGST) lies with the Supplier of Goods/Services (Service Provider) only. Supplier of Goods/Services (Service Provider) providing taxable service shall issue an Invoice/Bill, as the case may be as per rules/regulation of GST. Further, returns and details required to be filled under GST laws & rules should be timely filed by Supplier of Goods/Services (Service Provider) with requisite details.
- 4.4 Bidder should also mention the Harmonised System of Nomenclature (HSN) and Service Accounting Codes (SAC) at the designated place in SOR.
- 4.5 Where the OIL is entitled to avail the input tax credit of GST: OIL will reimburse the GST to the Supplier of Goods / Services (Service Provider) at actual against submission of Invoices as per format specified in rules/ regulation of GST to enable OIL to claim input tax credit of GST paid. In case of any variation in the executed quantities, the amount on which the GST is applicable shall be modified in same proportion. Returns and details required to be filled under GST laws & rules should be timely filed by supplier with requisite details.

The input tax credit of GST quoted shall be considered for evaluation of bids, as per evaluation criteria of tender document.

- 4.6 Where the OIL is not entitled to avail/take the full input tax credit of GST: OIL will reimburse GST to the Supplier of Goods / Services (Service Provider) at actual against submission of Invoices as per format specified in rules/ regulation of GST subject to the ceiling amount of GST as quoted by the bidder. In case of any variation in the executed quantities (If directed and/or certified by the In-Charge) the ceiling amount on which GST is applicable will be modified on pro-rata basis.

The bids will be evaluated based on total price including GST.

- 4.7 Payments to Service Provider for claiming GST amount will be made provided the above formalities are fulfilled. Further, OIL may seek copies of challan and certificate from Chartered Accountant for deposit of GST collected from OIL.
- 4.8 Contractor/Contractor shall be required to issue tax invoice in accordance with GST Act and/or Rules so that input credit can be availed by OIL. In the event that the contractor / Contractor fails to provide the invoice in the form and manner prescribed under the GST Act read with GST Invoicing Rules there under, OIL shall not be liable to make any payment on account of GST against such invoice.
- 4.9 GST shall be paid against receipt of tax invoice and proof of payment of GST to government. In case of non-receipt of tax invoice or non-payment of GST by the contractor/Contractor, OIL shall withhold the payment of GST.
- 4.10 GST payable under reverse charge mechanism for specified services or goods under GST act or rules, if any, shall not be paid to the contractor/Contractor but will be directly deposited to the government by OIL.
- 4.11 Where OIL has the obligation to discharge GST liability under reverse charge mechanism and OIL has paid or is /liable to pay GST to the Government on which interest or penalties becomes payable as per GST laws for any reason which is not attributable to OIL or ITC with respect to such payments is not available to OIL for any reason which is not attributable to OIL, then OIL shall be entitled to deduct/ setoff / recover such amounts against any amounts paid or payable by OIL to Contractor / Supplier.
- 4.12 Notwithstanding anything contained anywhere in the Agreement, in the event that the input tax credit of the GST charged by the Contractor / Contractor is denied by the tax authorities to OIL for reasons attributable to Contractor / Contractor, OIL shall be entitled to recover such amount from the Contractor / Contractor by way of adjustment from the next invoice. In addition to the amount of GST, OIL shall also be entitled to recover interest at the rate prescribed under GST Act and penalty, in case any penalty is imposed by the tax authorities on OIL.
- 4.13 TDS under GST, if applicable, shall be deducted from contractor's/Contractor's bill at applicable rate and a certificate as per rules for tax so deducted shall be provided to the contractor/Contractor.

- 4.14 The Contractor will be under obligation for charging correct rate of tax as prescribed under the respective tax laws. Further the Contractor shall avail and pass on benefits of all exemptions/concessions available under tax laws. Any error of interpretation of applicability of taxes/ duties by the contractor shall be to contractor's account.
- 4.15 It is the responsibility of the bidder to quote the correct GST rate. The classification of goods/services as per GST (Goods & Service Tax) Act should be correctly done by the contractor to ensure that input tax credit on GST (Goods & Service Tax) is not lost to the OIL on account of any error on the part of the contractor.
- 4.16 In case, the quoted information related to various taxes, duties & levies subsequently proves wrong, incorrect or misleading, OIL will have no liability to reimburse the difference in the duty/tax, if the finally assessed amount is on the higher side and OIL will have to right to recover the difference and in case the rate of duty/taxes finally assessed is on the lower side.
- 4.17 Notwithstanding anything mentioned elsewhere in the Bidding Document the aggregate liability of OIL towards Payment of Taxes & Duties shall be limited to the volume of GST declared by the bidder in its bid & nothing shall be payable extra except for the statutory variation in taxes & duties.
- 4.18 Further, it is the responsibility of the bidders to make all possible efforts to make their accounting/IT system GST compliant in order to ensure availability of Input Tax Credit (ITC) to Oil India Ltd.
- 4.19 GST liability, if any on account of supply of free samples against any tender shall be to bidder's account.
- 4.20 In case of statutory variation in GST, other than due to change in turnover, payable on the contract value during contract period, the Supplier of Goods/ Services (Service Provider) shall submit a copy of the 'Government Notification' to evidence the rate as applicable on the Bid due date and on the date of revision.
- 4.21 Beyond the contract period, in case OIL is not entitled for input tax credit of GST, then any increase in the rate of GST beyond the contractual delivery period shall be to Service provider's account whereas any decrease in the rate GST shall be passed on to the OIL.



- 4.22 Beyond the contract period, in case OIL is entitled for input tax credit of GST, then statutory variation in applicable GST on supply and on incidental services, shall be to OIL's account.
- 4.23 Claim for payment of GST/ Statutory variation, should be raised within two [02] months from the date of issue of 'Government Notification' for payment of differential (in %) GST, otherwise claim in respect of above shall not be entertained for payment of arrears.
- 4.24 The base date for the purpose of applying statutory variation shall be the Bid Opening Date.
- 4.25 The contractor will be liable to ensure to have registered with the respective tax authorities, wherever applicable and to submit self-attested copy of such registration certificate(s) and the Contractor will be responsible for procurement of material in its own registration (GSTIN) and also to issue its own Road Permit/ E-way Bill, if applicable etc.
- 4.26 In case the bidder is covered under Composition Scheme under GST laws, then bidder should quote the price inclusive of the GST (CGST & SGST/UTGST or IGST). Further, such bidder should mention "Cover under composition system" in column for GST (CGST & SGST/UTGST or IGST) of price schedule.
- 4.27 OIL will prefer to deal with registered supplier of goods/services under GST. Therefore, bidders are requested to get themselves registered under GST, if not registered yet. However, in case any unregistered bidder is submitting their bid, their prices will be loaded with applicable GST while evaluation of bid. Where OIL is entitled for input credit of GST, the same will be considered for evaluation of bid as per evaluation methodology of tender document.
- 4.28 Procurement of Specific Goods: Earlier, there is no tax incidence in case of import of specified goods (i.e. the goods covered under List-34 of Customs Notification no. 12/2012-Cus dated. 17.03.2012 as amended). Customs duty is not payable as per the policy. However, under GST regime, IGST Plus GST compensation cess (if applicable) would be leviable on such imports. Bidders should quote GST as inclusive considering IGST component for the imported Materials portion while quoting their prices on destination basis. However, GST rate to be specified in the price bid format.
- 4.29 Documentation requirement for GST: The Contractor will be under the obligation for invoicing correct tax rate of tax/duties as prescribed under the GST law to OIL, and pass on the benefits, if any, after availing input tax credit.

4.30 Any invoice issued shall contain the following particulars:

- a) Name, address and GSTIN of the supplier;
  - b) Serial number of the invoice;
  - c) Date of issue;
  - d) Name, address and GSTIN or UIN, if registered of the recipient;  
Note: OIL GSTIN number:  
Noida:- 09AAACO2352C1ZV
- Name and address of the recipient and the address of the delivery, along with the State and its code,
- e) HSN code of goods or Accounting Code of services [SAC];
  - f) Description of goods or services;
  - g) Quantity in case of goods and unit or Unique Quantity Code thereof;
  - h) Total value of supply of goods or services or both;
  - i) Taxable value of supply of goods or services or both taking into discount or abatement if any;
  - j) Rate of tax (IGST, CGST, SGST/ UTGST, cess);
  - k) Amount of tax charged in respect of taxable goods or services (IGST, CGST, SGST/UTGST, cess);
  - l) Place of supply along with the name of State, in case of supply in the course of interstate trade or commerce;
  - m) Address of the delivery where the same is different from the place of supply and
  - n) Signature or digital signature of the supplier or his authorised representative.

GST invoice shall be prepared in triplicate, in case of supply of goods, in the following manner:

- i) The original copy being marked as ORIGINAL FOR RECIPIENT;
- ii) The duplicate copy being marked as DUPLICATE FOR TRANSPORTER and
- iii) The triplicate copy being marked as TRIPLICATE FOR SUPPLIER.

In case of any advance given against any supplies contract, the supplier of the goods shall issue Receipt Voucher containing the details of details of advance taken along with particulars as mentioned in clause no. (a), (b), (c), (d), (g), (k), (l), (m) & (o) above.

**4.31 Anti-profiteering clause:**

As per Clause 171 of GST Act it is mandatory to pass on the benefit due to reduction in rate of tax or from input tax credit to the consumer by way of commensurate reduction in prices. The Supplier of Goods / Services may note the above and quote their prices accordingly.

**4.32** In case the GST rating of Contractor on the GST portal / Govt. official website is negative / black listed, then the bids may be rejected by OIL. Further, in case rating of bidder is negative / black listed after award of work for supply of goods / services, then OIL shall not be obligated or liable to pay or reimburse GST to such Contractor and shall also be entitled to deduct / recover such GST along with all penalties / interest, if any, incurred by OIL.

**5.0 Financing of trade receivables of Micro and Small Enterprises (MSES) through Trade Receivables Discounting System (TReDS) platform:**

Based on the initiatives of Government of India to help MSE vendors get immediate access to liquid fund based on Buyers credit rating by discounting, OIL has registered itself on TReDS platform with M/s RXIL and M/s A TREDS Ltd. (Invoice Mart). MSE vendors can avail this benefit by registering themselves with any of the exchanges providing e-discounting / electronic factoring services on TReDS platform and following the procedures defined therein, provided OIL is also participating in such TReDS Platform as a Buyer.

- i. MSE Vendor should be aware that all costs relating to availing the facility of discounting on TReDS platform including but not limited to Registration charges, Transaction charges for financing, Discounting Charges, Interest on financing, or any other charges known by any name shall be borne by MSE Vendor.
- ii. MSE Vendor hereby agrees to indemnify, hold harmless and keep OIL and its affiliates, Directors, officers, representatives, agents and employees indemnified, from any and all damages, losses, claims and liabilities (including legal costs) which may arise from Sellers submission, posting or display, participation, in any manner, on the TREDS Platform or from the use of Services or from the Buyer's breach of any of the terms and conditions of the Usage Terms or of this Agreement and any Applicable Law on a full indemnity basis.
- iii. OIL shall not be liable for any special, indirect, punitive, incidental, or consequential damages or any damages whatsoever (including but not limited to damages for loss of profits or savings, business interruption, loss of information), whether in contract, tort, equity or otherwise or any other damages resulting from using TReDS platform for discounting their (MSE Vendor's) invoices.

Note:

- i. Buyer means OIL, who has placed Purchase Order / Contract on a MSE Vendor (Seller).
- ii. Seller means a MSE vendor, who has been awarded Purchase Order / Contract by OIL (Buyer).

**6.0** In case of contradictions in any of the clauses between SCC and GCC, the clause(s) mentioned in SCC shall prevail.

**END OF SECTION -VI**

**BIDDING FORMAT (PRICE BID)**

**Bidding Format is furnished vide Separate file attached under “Notes and Attachments” Tab in the main bidding engine of OIL’s e-Tender Portal.**

**END OF SECTION -VII**

**INTEGRITY PACT**

Between

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

And

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

**Preamble:**

The Principal intends to award, under laid down organizational procedures, contract/s for **“ENGAGEMENT OF CONSULTANT FOR SUCCESSION PLANNING MANAGEMENT, DEVELOPMENT OF TECHNICAL / FUNCTIONAL COMPETENCIES AND ELEARNING SYSTEM INCLUDING CONTENT DEVELOPMENT FOR OIL”** The Principal values full compliance with all relevant laws and regulations, and the principles of economic use of resources, and of fairness and transparency in its relations with its Bidder/s and Contractor/s.

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

**Section: 1 -Commitments of the Principal**

**(1)** The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:

- (i) 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.
- (ii) 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.
- (iii) 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 the Chief Vigilance Officers and in addition can initiate disciplinary actions.

**Section: 2 -Commitments of the Bidder/Contractor**

**(1)** The Bidder/Contractor commits itself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.

- (i) The Bidder/Contractor will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or immaterial benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
- (ii) The Bidder/Contractor will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, Subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
- (iii) The Bidder (s) / Contractor (s) will not commit any offence under the relevant Anticorruption Laws of India, further, the Bidder (s) / Contractor (s) 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.
- (iv) The Bidder/Contractor will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
- (v) Bidders to disclose any transgressions with any other company that may impinge on the anti-corruption principle.
- (vi) The Bidder (s)/ Contractor (s) of foreign origin shall disclose the name and address of the Agents/ representatives in India, if any. Similarly, the Bidder (s)/ Contractor (s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further, all the payments made to the Indian agent/ representative have to be in India Rupees only.
- (vii) Bidders not to pass any information provided by Principal as part of business relationship to others and not to commit any offence under PC/ IPC Act;

**(2)** The Bidder/Contractor will not instigate third persons to commit offences outlined above or be an accessory to such offences.

- (3) The Bidder/Contractor signing Integrity Pact shall not approach the Courts while representing the matters to IEMs and he/she will await their decision in the matter.

### **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/Contractor has committed a transgression through a violation of Section 2 such as to put his reliability or credibility into question, the Principal is entitled also to exclude the Bidder/Contractor from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of the transgression. The severity will be determined by the circumstances of the case, in particular the number of transgressions, the position of the transgressions within the company hierarchy of the Bidder and the amount of the damage. The exclusion will be imposed for a minimum of 6 months and maximum of 2 years.
2. The Bidder accepts and undertakes to respect and uphold the Principal's Absolute right to resort to and impose such exclusion and further accepts and undertakes not to challenge or question such exclusion on any ground, including the lack of any hearing before the decision to resort to such exclusion is taken. This undertaking is given freely and after obtaining independent legal advice.
3. If the Bidder/Contractor can prove that he has restored/recouped the Damage caused by him and has installed a suitable corruption prevention system, the Principal may revoke the exclusion prematurely.
4. A transgression is considered to have occurred if in light of available evidence no reasonable doubt is possible.
5. Integrity Pact, in respect of a particular contract, shall be operative from the date Integrity Pact is signed by both the parties till the final completion of the contract **or as mentioned in Section 9- Pact Duration whichever is later**. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings. Any issue relating to execution of contract, if specifically raised before the IEMs shall be looked into by IEMs.

### **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 Earnest Money Deposit / Bid Security.

(2) If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the principal shall be entitled to demand and recover from the Contractor liquidated damages equivalent to Security Deposit / Performance Bank Guarantee.

3. The bidder agrees and undertakes to pay the said amounts without protest or demur subject only to condition that if the Bidder/Contractor can prove and establish that the exclusion of the Bidder from the tender process or the termination of the contract after the contract award has caused no damage or less damage than the amount or the liquidated damages, the Bidder/Contractor shall compensate the Principal only to the extent of the damage in the amount proved.

#### **Section 5 -Previous transgression**

1. The Bidder declares that no previous transgression occurred in the last 3 years with any other Company in any country conforming to the TI approach or with any other Public Sector Enterprise in India that could justify his exclusion from the tender process.

2. If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

#### **Section: 6 -Equal treatment of all Bidders/Contractor/Subcontractors**

1. The Principal will enter into Pacts on identical terms with all bidders and contractors.

2. The Bidder / Contractor undertake(s) to procure from all subcontractors a commitment in conformity with this Integrity Pact. The Bidder/Contractor shall be responsible for any violation(s) of the provisions laid down in this agreement/Pact by any of its sub-contractors/sub-vendors.

3. The Principal will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

#### **Section: 7 -Criminal charges against violating Bidders/Contractors/Subcontractors**

If the Principal obtains knowledge of conduct of a Bidder, Contractor or Subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor, which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the Vigilance Office.

#### **Section: 8 -External Independent Monitor/Monitors**

1. The Principal appoints competent and credible external independent Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.



2. The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the Chairperson of the Board of the Principal.
3. The Contractor accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder/Contractor/Subcontractor with confidentiality. However, the documents/records/information having National Security implications and those documents which have been classified as Secret/Top Secret are not to be disclosed.
4. The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
5. As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or heal the violation, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action. However, the Independent External Monitor shall give an opportunity to the bidder / contractor to present its case before making its recommendations to the Principal.
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.
9. In case of any complaints referred under IP Program, the role of IEMs is advisory and would not be legally binding and it is restricted to resolving the issues raised by an intending bidder regarding any aspect of the tender which allegedly restricts competition or bias towards some bidder.

**Section:9 -Pact Duration**

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

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

**Section:10 -Other provisions**

1. This agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the Principal. The Arbitration clause provided in the main tender document / contract shall not be applicable for any issue / dispute arising under Integrity Pact.

2. Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.

3. If the Contractor / Bidder is a Joint Venture or a partnership concern or a consortium, this agreement must be signed by all partners or consortium members. In case of sub-contracting, the Principal contractor shall take the responsibility of the adoption of IP by the sub-contractor and all sub-contractors shall also sign the IP.

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.

5. Issues like warranty / guarantee, etc. shall be outside the purview of IEMs.

..... <b>For the Principal</b>  Date :  Place :	..... <b>For the Bidder/Contractor</b>  Witness 1: .....  Witness 2: .....
--	---

**(END OF SECTION-VIII)**

**COMMERCIAL CHECK LIST**

THE CHECK LIST MUST BE COMPLETED AND RETURNED WITH YOUR OFFER. PLEASE ENSURE THAT ALL THESE POINTS ARE COVERED IN YOUR OFFER. THESE WILL ENSURE THAT YOUR OFFER IS PROPERLY EVALUATED. PLEASE SELECT "Yes" OR "No" (WHEREVER APPLICABLE) TO THE FOLLOWING QUESTIONS, IN THE RIGHT HAND COLUMN.

Sl. No.	REQUIREMENT	COMPLIANCE
1.0	Whether bid submitted under Single Stage Two Bid System?	Yes/ No
2.0	Whether BID SECURITY submitted?	Yes/ No
2.1	Whether exempted from submission of Bid Security? (To provide Details, if exempted)	Yes/ No
2.1.1	[If Yes to 2.1 above] If exempted from submission of bid security, then whether document claiming exemption submitted?	Yes/ No
3.0	Whether quoted offer is of minimum validity of 120 (One Hundred Twenty) days from the date of bid Closing?	Yes/ No
4.0	Whether all BRC/BEC clauses accepted?	Yes/ No
5.1	Whether documentary evidence submitted in support of requirements as per Bid Eligibility and Evaluation Criteria?	Yes/ No
5.2	Whether Undertaking submitted as per <b>Annexure-II</b> towards submission of authentic information/documents along with the Un-priced Techno-Commercial Bid?	Yes/ No
6.0	Whether prices submitted as per Bidding format?	Yes/ No
6.1	Whether Bidding format uploaded under “Notes and Attachments” tab in the main bidding engine of OIL’s e-Tender portal?	Yes/ No
7.0	Whether confirmed acceptance of tender Payment Terms?	Yes/ No
8.1	Whether Integrity Pact accepted?	Yes/ No
8.2	Whether Integrity Pact uploaded along with Un-priced Techno-Commercial Bid?	Yes/ No
9.0	Whether quoted as per NIT (without any deviations)?	Yes/ No
9.1	Whether quoted any deviation?	Yes/ No
9.2	Whether deviation separately highlighted?	Yes/ No

Offer ref ..... Dated .....

**(END OF SECTION-IX)**

**HEALTH, SAFETY & ENVIRONMENT (HSE) POINTS**

The Contractor shall adhere to following points while performing the works under this contract.

- I. It will be solely the CONTRACTOR's responsibility to fulfil all the legal formalities with respect to the Health, Safety and Environmental aspects of the entire job (namely; the person employed by him, the equipment, the environment, etc.) under the jurisdiction of the district of that state where it is operating. Ensure that all sub-CONTRACTORS hired by CONTRACTOR comply with the same requirement as the CONTRACTOR himself and shall be liable for ensuring compliance all HSE laws.
- II. It will be entirely the responsibility of the Contractor/his supervisor/representative to ensure strict adherence to all HSE measures and statutory rules during operation in OIL's installations and safety of workers engaged by him. The crew members will not refuse to follow any instruction given by company's Installation Manager/Safety Officer/Engineer/Official/ Supervisor/Junior Engineer for safe operation.
- III. Any compensation arising out of the job carried out by the Contractor whether related to pollution, Safety or Health will be paid by the contractor only.
- IV. Any compensation arising due to accident of the Contractor's personnel while carrying out the job, will be payable by the contractor.
- V. When there is a significant risk to health, environment or safety of a person or place arising because of a non-compliance of HSE Measures Company.

**(END OF SECTION-X)**

**CONFIDENTIALITY AND NON- DISCLOSURE AGREEMENT**

This confidentiality and non-disclosure agreement is executed on..... ' 2023 between  
**M/s.....**

AND

**OIL INDIA LIMITED** (hereinafter referred to as OIL), a Government of India Enterprise having its Corporate Office at Plot No. 19, Sector 16A, Noida, Uttar Pradesh - 201301, India which expression, unless the context otherwise requires, shall include its successors and assigns acting through its duly authorized representatives.

WHEREAS, **OIL** and M/s \_\_\_\_\_ have entered into a contract for **“ENGAGEMENT OF CONSULTANT FOR SUCCESSION PLANNING MANAGEMENT, DEVELOPMENT OF TECHNICAL / FUNCTIONAL COMPETENCIES AND ELEARNING SYSTEM INCLUDING CONTENT DEVELOPMENT FOR OIL”** with M/s \_\_\_\_\_ will have access to certain proprietary and confidential information in due course of time as and when required to be used during the course of time for execution of jobs to be carried out under the project, hence the confidentiality agreement is executed on the terms and condition set henceforth.

As used herein “Confidential Information” means all plans, specifications, manuals, numerical results, general conclusions, design reports, studies, cost estimates, and all other materials, information and data developed by, or in the possession a party and which is directly or indirectly made available to the other party in any form or which is directly or indirectly made available to the other party during the performance of the services. Accordingly, each party is willing to allow the other party to have access to such information, under the following terms and conditions:

1. Each party agrees that it will maintain in confidence and will not disclose to any third party, without the other party's prior written permission, any confidential information that is disclosed to it directly or indirectly. Each party further agrees that it will limit access to Confidential Information to only those employees of their company who actually need to know such Confidential Information for carrying out the above indicated purpose of this agreement.
2. Each party agrees that:
  - a) It will not use any of their Confidential Information for any purpose other than as necessary to perform its services;
  - b) It will promptly return to the other party all documents provided by such party which contain Confidential Information (including all copies thereof) and
  - c) Based on the study result of this dataset, no technical paper or presentation will be published/ shared in any forum/ technical seminar without prior consent of OIL. Upon written request, except that each party shall be entitled to retain one copy of such information for archival purposes only.
3. Each party agrees that it will inform each of its employees who receives or has access to any Confidential Information of the provisions of this Agreement.
4. The foregoing obligations of each party shall not apply to:
  - a) Information which, at the time of disclosure, is in the public domain as evidenced by printed publication or otherwise;

- b) Information which, after disclosure, becomes part of the public domain by publication or otherwise through no act or failure to act of each party;
- c) Information which each party can show was in its possession prior to the time of disclosure and was not acquired directly or indirectly from the other party;  
Or
- d) Information which is received by each party subsequent to the time of disclosure from a third party who has the right to disclose such information and who did not acquire the same directly or indirectly from each party.

Disclosures made to each party in connection with this Agreement shall not be deemed to be within the foregoing exceptions merely because they are embraced by more general information in the public domain or in the possession of each party.

- 5. All Confidential Information disclosed by a party pursuant to or in connection with this Agreement shall at all times remain the property of that party.
- 6. This Agreement shall be construed, and the rights of the parties shall be determined in accordance with the laws of India.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in duplicate by their duly authorized representatives, effective as of 2020.

**M/s**.....

By: \_\_\_\_\_ Witness: \_\_\_\_\_

Title: \_\_\_\_\_ Title: \_\_\_\_\_

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

**OIL INDIA LIMITED**

By: \_\_\_\_\_ Witness: \_\_\_\_\_

Title: \_\_\_\_\_ Title: \_\_\_\_\_

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

**FORMAT OF UNDERTAKING BY BIDDERS TOWARDS SUBMISSION OF AUTHENTIC  
INFORMATION/DOCUMENTS**

**(To be typed on the letter head of the bidder)**

Ref. No \_\_\_\_\_

Date \_\_\_\_\_

Sub: Undertaking of authenticity of information/documents submitted

Ref: Your tender No. CLI3935L24

To,  
The GM (C&P)  
Oil India Limited  
Plot No. 19, Sector-16 A Noida

Sir,

With reference to our quotation against your above-referred tender, we hereby undertake that no fraudulent information/documents have been submitted by us.

We take full responsibility for the submission of authentic information/documents against the above cited bid.

We also agree that, during any stage of the tender/contract agreement, in case any of the information/documents submitted by us are found to be false/forged/fraudulent, OIL has right to reject our bid at any stage including forfeiture of our EMD and/or PBG and/or cancel the award of contract and/or carry out any other penal action on us, as deemed fit.

Yours faithfully,

For *(type name of the firm here)*

Signature of Authorised Signatory

Name :

Designation :

Phone No.

Place :

Date :

(Affix Seal of the Organization here, if applicable)

**(END OF ANNEXURE-II)**

**CERTIFICATE OF ANNUAL TURNOVER & NET WORTH**

TO BE ISSUED BY PRACTISING **CHARTERED ACCOUNTANTS' FIRM** ON THEIR  
LETTER HEAD

**TO WHOM IT MAY CONCERN**

This is to certify that the following financial positions extracted from the audited financial statements of ..... (Name of the Bidder) for the last three (3) completed accounting years upto \_\_\_\_\_ **(as the case may be)** are correct.

<b>YEAR</b>	<b>TURN OVER</b> In INR (Rs.)	<b>NET WORTH</b> In INR (Rs.)

Place:

Date:

Seal:

Membership Number and Firm Registration Number :

Signature:

Unique Document Identification Number (UDIN):



**PROFORMA FOR UNDERTAKING / AFFIDAVIT IN TERMS OF CLAUSE 3.4 OF BID  
ELIGIBILITY AND EVALUATION CRITERIA OF TENDER NO. CLI3935L24**

I \_\_\_\_\_ the authorized signatory(s) of \_\_\_\_\_ (Company or Firm name with address) do hereby solemnly affirm and declare/ undertake as under:

The balance sheet/Financial Statements for the financial year \_\_\_\_\_ have actually not been audited as on the Original Bid Closing Date.

Yours faithfully,

For (type name of the firm here)

Signature of Authorized Signatory

Name:

Designation:

Phone No.

Place:

Date:

(Affix Seal of the Organization here, if applicable)

**Note:** Bidders to take note that this certificate is to be issued only considering the time required for preparation of Financial Statements i.e. if the last date of preceding financial/accounting year falls within the preceding six months reckoned from the Original Bid Closing Date.

**STATEMENT OF NON-COMPLIANCE (IF ANY)**  
**[TO CLAUSES OTHER THAN THOSE IN BID ELIGIBILITY AND EVALUATION**  
**CRITERIA]**

**(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 other than BEC-BRC in the following format:

<b>Section No.</b>	<b>Clause No. (Page No.)</b>	<b>Non-Compliance</b>	<b>Remarks</b>

**Signature of Authorised Signatory:** \_\_\_\_\_

**Name of Authorised Signatory:** \_\_\_\_\_

**Name of 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, other than those in BEC-BRC, the same should be indicated as per above format and submit along with their bids. No deviation will be accepted in the clauses covered under BEC-BRC. If the “**Statement of Non-Compliance**” in the above Proforma is left blank (or not submitted along with the Bid), then it would be constructed that the bidder has not taken any exception/deviation to the Tender requirements.

**PROFORMA LETTER OF AUTHORISATION FOR ATTENDING BID OPENING**

To  
General Manager (C&P)  
Oil India Limited  
Plot No. 19, Sector-16 A,  
Noida, U.P.

Sir,

**Sub: OIL's TENDER No. CLI3935L24**

I / We \_\_\_\_\_ confirm that Mr./ Ms. \_\_\_\_\_ (Name and address) as authorised to represent us during bid opening on our behalf with you against Tender Invitation No. **CLI3935L24** for **ENGAGEMENT OF CONSULTANT FOR SUCCESSION PLANNING MANAGEMENT, DEVELOPMENT OF TECHNICAL / FUNCTIONAL COMPETENCIES AND EARNING SYSTEM INCLUDING CONTENT DEVELOPMENT FOR OIL.**

Yours Faithfully,

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

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

**Signature of Bidder:** \_\_\_\_\_

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

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

**FORMAT OF UNDERTAKING BY BIDDERS FOR  
DECLARING PERCENTAGE OF LOCAL CONTENT**

*(To be submitted on Bidder's letter head)*

To,  
M/s. Oil India Limited,  
Plot No. 19, Sector-16 A, NOIDA

Sub: Public Procurement (Preference to Make in India)

Dear Madam / Sir,

I/We \_\_\_\_\_ (Name of the bidder) undertake that we meet the mandatory minimum Local Content requirement as per the policy vide Public Procurement (Preference to Make in India-2017, revision vide Letter No. P-45021/2/2017-PP (BE-II) dated 16.09.2020 issued by DPIIT to bid against Tender No. **CLI3935L24** for ENGAGEMENT OF CONSULTANT FOR SUCCESSION PLANNING MANAGEMENT, DEVELOPMENT OF TECHNICAL / FUNCTIONAL COMPETENCIES AND ELEARNING SYSTEM INCLUDING CONTENT DEVELOPMENT FOR OIL.

**The percentage of local content in the bid is \_\_\_\_\_%.**

Yours faithfully,

For (type name of the firm here)

Signature of Authorized Signatory

Name:

Designation:

Phone No.

Place:

Date:

(Affix Seal of the Organization here)

**(END OF PROFORMA-V)**

**PROFORMA LETTER OF AUTHORITY**

To  
General Manager (C&P)  
OIL INDIA LIMITED  
Plot No. 19, Sector-16 A,  
Noida, U.P.

Dear Sir,

**SUB: OIL TENDER No. CLI3935L24**

We \_\_\_\_\_ of \_\_\_\_\_  
Confirm that Mr./Ms. \_\_\_\_\_  
(Name and Address) is authorised to represent us to Bid, negotiate and conclude the  
agreement on our behalf with you against Tender Invitation No. **CLI3935L24** for  
**ENGAGEMENT OF CONSULTANT FOR SUCCESSION PLANNING MANAGEMENT,  
DEVELOPMENT OF TECHNICAL / FUNCTIONAL COMPETENCIES AND ELEARNING  
SYSTEM INCLUDING CONTENT DEVELOPMENT FOR OIL** for any commercial / Legal  
purpose etc.

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

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

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

Yours faithfully,

Signature : \_\_\_\_\_

Name & Designation \_\_\_\_\_

For & on behalf of \_\_\_\_\_

**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.

**[TO BE FILLED-UP / SUBMITTED BY THE VENDOR ON ITS LETTER HEAD FOR E-REMITTANCE]**

Name:

FULL Address:

Phone Number:

Mobile Number:

E-mail address:

Fax Number:

Bank Account Number (in which the Bidder wants remittance against invoices):

Bank Name:

Branch:

Address of the Bank:

Bank Code:

IFSC/RTGS Code of the Bank:

NEFT Code of the Bank:

PAN Number:

GST Registration Number:

GEM Seller Id:

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Signature of Bidder with Official Seal

**BID FORM**

To  
M/s. Oil India Limited,  
Plot No. 19, Sector-16 A, NOIDA

**Sub: TENDER No. CLI3935L24**

*Gentlemen,*

Having examined the General Terms & Conditions, Scope of Services and Special Condition of the contract including all attachments thereto, the receipt of which is hereby duly acknowledged, we the undersigned offer to perform the work/services in conformity with the said conditions of Contract and Terms of Reference 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 as per the terms & conditions set out in the subject tender.

We agree to abide by this Bid for a period of **120 (One Hundred and twenty) days** from the original 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 \_\_\_\_\_ 202\_\_.

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

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

**Designation:** \_\_\_\_\_

**Seal of the Bidder:**

**FORM OF BID SECURITY (BANK GUARANTEE)**

WHEREAS, (Name of Bidder) \_\_\_\_\_ (hereinafter called "the Bidder") has submitted his bid dated (Date) \_\_\_\_\_ for the provision of certain services (hereinafter called "the Bid") against OIL INDIA LIMITED, OIL House, Plot No19, Sector-16A, NOIDA (hereinafter called the Company)'s Tender No. \_\_\_\_\_.

WE KNOW ALL MEN by these presents that We (Name of Bank) \_\_\_\_\_ of (Name of Country) \_\_\_\_\_ having our registered office at \_\_\_\_\_ (hereinafter called "the Bank") are bound unto Oil India Ltd (hereinafter called "Company" in the sum of ( \_\_\_\_\_ ) \* for which payment well and truly to be made to Company, the Bank binds itself, its successors and assignees by these presents. SEALED with the common seal of the Bank this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

THE CONDITIONS of this obligation are:

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

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

This guarantee will remain in force up-to and including the date upto \_\_\_\_\_ (date of expiry of bank guarantee should be **minimum 150 days** from scheduled Bid Closing Date) any demands in respect thereof should not reach the bank not later than the above date.

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

- A. Issuing Bank:  
Bank Fax no & Bank email id:  
Bank Telephone No.  
IFSC Code of the Bank:

- B. Controlling Office:

Address of the Controlling Office of the BG issuing Bank:



**E-TENDER NO. CLI3935L24**

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

DATE:

SIGNATURE & SEAL OF THE GUARANTOR  
DESIGNATION  
NAME & ADDRESS OF BANK

- \* **The bank should insert the amount of guarantee in words and figures**
- \*\* **Date of expiry of bank guarantee should be minimum 150 days from scheduled Bid Closing Date**

**NOTE:**

The Bank Guarantee issuing bank branch shall ensure the following:

a) The Bank Guarantee issued by the bank shall be routed through SFMS platform as per the following details:

- i. “MT 760/MT 760 COV” for issuance of bank guarantee.
- ii. “MT 760/MT 767 COV” for amendment of bank guarantee.

The above message / intimation shall be sent through SFMS (indicating the Tender Number) by the BG issuing bank branch to HDFC Bank Limited, E-13/29 IFS Code – HDFC0000003; SWIFT Code – HDFCINBBDEL; Branch Address: HDFC Bank Limited, E-13/29, 2<sup>nd</sup> Floor, Harsha Bhavan, Middle Circle, Connaught Place, New Delhi 110001

- b) Bank Guarantee issued by a Scheduled Bank in India at the request of some other Non-Scheduled Bank of India shall not be acceptable.
- c) Further correspondence against BG towards Performance Security must contain the Tender Number.

**FORM OF PERFORMANCE BANK GUARANTEE**

To:

M/s. Oil India Limited

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WHEREAS \_\_\_\_\_ (Name and address of Contractor) (hereinafter called "Contractor") had undertaken, in pursuance of Contract No. \_\_\_\_\_ to execute (Name of Contract and Brief Description of the Work) \_\_\_\_\_ (hereinafter called "the Contract").

AND WHEREAS it has been stipulated by you in the said Contract that the Contractor shall furnish you with a Bank Guarantee as security for compliance with Contractor's obligations in accordance with the Contract.

AND WHEREAS we ( May incorporate the Bank Name) have agreed to give the Contractor such a Bank Guarantee; NOW THEREFORE we hereby affirm that we are Guarantors on behalf of the Contractor, up to a total of (Amount of Guarantee in figures) \_\_\_\_\_ (in words \_\_\_\_\_), such amount being payable in the types and proportions of currencies in which the Contract price is payable, and we undertake to pay you, upon your first written demand and without cavil or arguments, any sum or sums within the limits of guarantee sum as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein. We hereby waive the necessity of your demanding the said debt from the Contractor before presenting us with the demand.

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

This guarantee is valid until the \_\_\_\_\_ day of \_\_\_\_\_

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

A. Issuing Bank:  
BANK FAX NO:  
BANK EMAIL ID:  
BANK TELEPHONE NO:  
IFSC CODE OF THE BANK:

B. Controlling Office:  
Address of the Controlling Office of the BG issuing Bank:  
Name of the Contact Person at the Controlling Office with Mobile No. and e-mail address:

Notwithstanding anything contained herein:

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- a) Our liability under this Bank Guarantee shall be restricted up to Rs.....
- b) This guarantee shall be valid till .....
- c) We are liable to pay the guarantee amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before ..... (Date of Expiry of BG PLUS one year claim period).
- d) At the end of the claim period that is on or after ..... (Date of expiry of the Bank Guarantee Plus Minimum of 1 year claim period shall be stipulated) all your rights under this Guarantee shall stand extinguished and we shall be discharged from all our liabilities under this Guarantee irrespective of receipt of original Bank Guarantee duly discharged, by Bank.

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

SIGNATURE AND SEAL OF THE GUARANTORS\_\_\_\_\_

Designation\_\_\_\_\_

Name of the Bank\_\_\_\_\_

Address \_\_\_\_\_

**NOTE:**

The Bank Guarantee issuing bank branch shall ensure the following:

The Bank Guarantee issued by the bank shall be routed through SFMS platform as per the following details:

- i. "MT 760/MT 760 COV" for issuance of bank guarantee.
- ii. "MT 760/MT 767 COV" for amendment of bank guarantee.

The above message / intimation shall be sent through SFMS (indicating the Contract Number) by the BG issuing bank branch to HDFC Bank Limited, E-13/29 IFS Code – HDFC0000003; SWIFT Code – HDFCINBB; Branch Address: HDFC Bank Limited, E-13/29, 2<sup>nd</sup> Floor, Harsha Bhavan, Middle Circle, Connaught Place, New Delhi 110001

- a) Bank Guarantee issued by a Scheduled Bank in India at the request of some other Non-Scheduled Bank of India shall not be acceptable.
- b) Further correspondence against BG towards Performance Security must contain the Contract Number.

**SAMPLE AGREEMENT FORM**

**[Only for acceptance; not to be filled and submitted. Shall be executed during Agreement Signing]**

This Agreement is made on \_\_\_\_ day of \_\_\_\_\_ between (Name of Company) \_\_\_\_\_ of (Mailing address of Company) \_\_\_\_\_, 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 Contractor) hereinafter called the "Contractor" 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 Contractor as detailed hereinafter or as Company may requires;

WHEREAS, Contractor 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 SOW attached herewith for this purpose;

WHEREAS, Company had issued a firm Letter of Award No. \_\_\_\_\_ dated \_\_\_\_\_ based on Offer No. \_\_\_\_\_ dated \_\_\_\_\_ submitted by the Contractor against Company's IFB No. \_\_\_\_\_ and the Contractor accepted the same vide \_\_\_\_\_; and

WHEREAS, the Contractor has furnished to Company the performance security in the form of \_\_\_\_\_ for Rs. \_\_\_\_\_ (being 10% of annualized Contract value excluding GST).

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 Contractor'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) This form of Agreement,
- b) The Letter of Award,
- c) The said Bid and Appendix,
- d) The Technical Specifications, if any
- e) Health, Safety & Environment (HSE) Points
- f) Confidentiality and Non-Disclosure Agreement

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- g) Integrity Pact
- h) Schedule of Rates,
- i) Scope of Work
- j) Special Conditions of Contract and
- k) General Conditions of Contract

3. In consideration of the payments to be made by the Company to the Contractor as hereinafter mentioned, the Contractor 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 Contractor 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 WHEREOF the parties hereto have set their respective hands and seals to this Agreement on the day, year first written above.

Signed, Sealed and Delivered,

For and on behalf of Company  
**(Oil India Limited)**

For and on behalf of Contractor  
**(M/s. \_\_\_\_\_)**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

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

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

Status: \_\_\_\_\_

Status: \_\_\_\_\_

In Presence of:

In Presence of:

1. \_\_\_\_\_

1. \_\_\_\_\_

2. \_\_\_\_\_

2. \_\_\_\_\_

**END OF PROFORMA-XI**

**- END OF TENDER -**