

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

**CORRIGENDUM**

Corrigendum No. 3 dated 11.03.2016 to IFB No. CDI9547P16

This Corrigendum No. 3 dated 11.03.2016 to IFB No. CDI9547P16 for “Hiring Service for Consultancy Services for providing HSE solutions to OIL by studying the existing HSE Management System, identify gaps if any, train the persons in related field (Behavior based, Process Safety, HSE Management Systems, etc.), prepare and implement all the related guidelines and procedures of the HSE parameters for benchmarking and obtaining QHSE Certification for around 10 installations (Drilling, Workover, Production Oil & Gas, Engineering & Pipelines) in the districts of Dibrugarh, Tinsukia, Kamrup (Guwahati) & Sibsagar in Assam and Jaisalmer in Rajasthan” is issued to notify the following:-

- i) Bid Selling Period : Extended up to 18.03.2016 [15:30 Hrs (IST)]
- ii) Bid Closing Date & Time : Extended up to 25.03.2016 [11:00 Hrs (IST)]
- iii) Bid Opening Date & Time : Extended up to 25.03.2016 [14:00 Hrs (IST)]
- iv) Changes against the clauses as attached vide Annexure - A, B, C & D

All other Terms and Conditions of the Bid Document remain unchanged.

Date: 11.03.2016

DGM (Contracts)

**AMENDMENTS TO IFB NO CDI9547P16**

<b>Part I, General Conditions of Contract (GCC)</b>			
Sl. No.	Section, Clause, Sub-Clause	Existing Tender Clause	Amendments
1.	GCC- Limitation of Liability	New	<p>New Clause No. 29:</p> <p>Notwithstanding any other provisions except only in cases of willful misconduct and/or criminal acts,</p> <p>(a) 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.</p> <p>(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, 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.</p> <p>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.</p>
2.	GCC 6	Indemnity	<p>New Clause No. 6.1:</p> <p>Each party shall indemnify and hold harmless (as the indemnifying party) the other party and the other party's affiliates and subcontractors, and its and their employees and other representatives as the indemnified party), from and against all claims, damages, losses and expenses in respect of :</p> <p>(i) Bodily injury, sickness, diseases or death of any of the indemnifying party's or its affiliates' or subcontractors' employees or other representatives; and</p> <p>(ii) Loss of or damage to the indemnifying party's or its affiliates' or subcontractors property.</p>
3.	GCC 20 (a)	a) The amount of retention money shall be released after 6(six) months from the date of issue of completion certificate from concerned department.	a) The amount of retention money shall be released after 6(six) months from the date of issue of completion certificate from HSE department. Alternatively contractor may submit PBG towards retention money.

**Part – III, Special Conditions of Contract (SCC), and Services, Terms of Reference & Technical Specifications**

Sl. No.	Section, Clause, Sub-Clause	Existing Tender Clause	Amendments
4.	SCC 2.3	2.3 Impart trainings/Workshop for process safety management, modern safety management, behavioral safety etc.	2.3 As per Annexure-B.
5.	SCC 5.0	5.0 Time of Completion	5.0 Time of Completion Excluding Surveillance Audit : As per Annexure-C.
6.	SCC 12.0 (iv)	12.0(iv) Terms of Payment.	12.0(iv) Terms of Payment:  The payment schedule shall follows as per Annexure-D

**Integrity Pact**

Sl. No.	Section, Clause, Sub-Clause	Existing Tender Clause	Amendments
7.	Integrity Pact.	Preamble : Trench / Pit cutting and laying or recovering electrical cables including supply of bricks and sand etc. at Naharkatiya, Moran, Digboi and Ningru fields and housing and industrial areas.	Preamble : Consultancy Services for providing HSE solutions to OIL by studying the existing HSE Management System, identify gaps if any, train the persons in related field (Behavior based, Process Safety, HSE Management Systems, etc.), prepare and implement all the related guidelines and procedures of the HSE parameters for benchmarking and obtaining QHSE Certification for around 10 installations (Drilling, Workover, Production Oil & Gas, Engineering & Pipelines) in the districts of Dibrugarh, Tinsukia, Kamrup (Guwahati) & Sibsagar in Assam and Jaisalmer in Rajasthan.  <b>NOTE: The bidders have to submit the revised Integrity Pact as attached herewith.</b>

**Annexure-B****Clause No. 2.3 (In Depth Scope of the Job) of Special Condition of Contract (SCC):**

Sr. No.	Name of Training	No of batch (approx) (A)	No of Consultants (B)	No. of Days per batch (C)	Total Man-Days of Training (A)x(B)x(C)
1.	Behavior Based Training for Various Levels:  i) Senior Level ii) Operators/shopfloor level etc.	01 06	02 02	02 01	$02 \times 2 = 04$ $06 \times 2 = 12$ 16
2.	Process Based Training	01	01	02	02
3.	HSE Management System	01	02	02	04
4.	International Certification Related Training	01	02	03	06
5.	Trainings Related benchmarking tool etc.	01	01	01	01
Total		11	10	-	29

Note: Each batch will consist of 25 to 30 participants. Handouts are to be provided by the consultant. It may be noted that the cost of training material will be at no cost to OIL. However, training facilities will be provided by OIL.

**5.0 Time of Completion Excluding Surveillance Audit:**

Sr. No.	Milestones / Activity	No of Day	% of Charges
5.1	Mobilisation Period	: 14	Within 14 Days after issue of LOA
5.2	Gap Analysis and Cultural Assessment	: 90	Within 90 days after mobilisation period
5.3	Customized Workshops, Trainings and Required Courses for Benchmarking Process & Certification	: 50	Within 50 days after GAP Analysis and Cultural Assessment.
5.4	Review of OIL's Loss Control Manual / HSE Management System	:	
5.5	Implementation of BBS Observation Program at Site	: 30	Within 30 days after Training
5.6	Internal Assessment by OIL Regarding the Progress and Review of Process Based Safety/Behaviour Based Safety for Implementation by OIL	: 35	Within 35 days after the analysis, trainings by the Vendor.
5.7	Final Baseline Assessment and Certification	: 55	Within 55 days from the date of completion of OIL's internal assessment.
5.8	Provision in Case of Delay Due to Unforeseen Circumstances	: 40	40 days
Grand Total		314	

**12.0 (iv) Terms of Payment:**

Sr. No.	Milestones / Activity	% of Charges
a)	GAP Analysis & Cultural Assessment @2.8% per installation of Contract Cost	28% of Contract Cost
b)	Customized Workshops, Trainings and Required Courses for Benchmarking Process and Certification	12% of Contract Cost
c)	Review of OIL's Loss Control Manual/HSE Management System @ 0.2% per installation of Contract Cost	2% of Contract Cost
d)	Implementation of BBS Observation Programme at Site for 10(ten) Locations @1.8% per installation of Contract Cost	18% of Contract Cost
e)	Final Baseline Assessment and Certification @2.3% per installation of Contract Cost	23% of Contract Cost
f)	Surveillance Assessment Year-wise	
	i) Year 2017	5% Contract Cost
	ii) Year 2018	6% Contract Cost
g)	Software if any of the Rating Tool	1% Contract Cost
h)	Completion of the Project as per the Satisfaction of OIL	5% Contract Cost

## **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

“Consultancy Services for providing HSE solutions to OIL by studying the existing HSE Management System, identify gaps if any, train the persons in related field (Behavior based, Process Safety, HSE Management Systems, etc.), prepare and implement all the related guidelines and procedures of the HSE parameters for benchmarking and obtaining QHSE Certification for around 10 installations (Drilling, Workover, Production Oil & Gas, Engineering & Pipelines) in the districts of Dibrugarh, Tinsukia, Kamrup (Guwahati) & Sibsagar in Assam and Jaisalmer in Rajasthan.”

### **(IFB No. CDI9547P16)**

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 Organisation "Transparency International" (TI). Following TI's national and international experience, the Principal will appoint an external independent Monitor who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

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

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

1. No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for him/herself or third person, any material or immaterial benefit which he/she is not legally entitled to.
2. The Principal will, during the tender process treat all Bidders with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidders the same information and will not provide to any Bidder confidential/additional information through which the Bidder could obtain an advantage in relation to the tender process or the contract execution.
3. The Principal will exclude from the process all known prejudiced persons.

(B) If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the relevant Anti-Corruption Laws of India, or if there be a Page 2 of 6 substantive suspicions in this regard, the Principal will inform its Vigilance Office and in addition can initiate disciplinary actions.

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

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

## **Section 3 - Disqualification from tender process and exclusion from future Contracts**

If the Bidder, before contract award has committed a transgression through a violation of Section 2 or in any other form such as to put his reliability or 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 3 years.



2. The Bidder accepts and undertakes to respect and uphold the Principal's Absolute right to resort to and impose such exclusion and further accepts and undertakes not to challenge or question such exclusion on any ground, including the lack of any hearing before the decision to resort to such exclusion is taken. This undertaking is given freely and after obtaining independent legal advice.
3. If the Bidder/Contractor can prove that he has restored/recouped the Damage caused by him and has installed a suitable corruption prevention system, the Principal may revoke the exclusion prematurely.
4. A transgression is considered to have occurred if in light of available evidence no reasonable doubt is possible.

#### **Section 4 - Compensation for Damages**

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

#### **Section 5 - Previous Transgression**

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

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

1. The Bidder/Contractor undertakes to demand from all subcontractors a commitment in conformity with this Integrity Pact, and to submit it to the Principal before contract signing.
2. The Principal will enter into agreements with identical conditions as this one with all Bidders, Contractors and Subcontractors.

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

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

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

### **Section 8 - External Independent Monitor/Monitors (Three in number depending on the size of the contract) (To be decided by the Chairperson of the Principal)**

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

8. The word 'Monitor' would include both singular and plural.

## Section 9 - Pact Duration

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

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

## Section 10 - Other provisions

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

For the Principal

For the Bidder/Contractor

Place: Duliajan.

Witness 1: .....

Date:

Witness 2: .....

[illegible]