



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
Web Site: www.oil-india.com

e-TENDER NO.: CLI4170L21 DT. 16.04.2020

For

**HIRING OF SERVICE PROVIDER FOR CONDUCTING RECRUITMENT OF
EXECUTIVES OF OIL INDIA LIMITED FOR A PERIOD OF 04 YEARS**

**Date & time of closing of Tender: 19.05.2020 AT 02:00 PM (IST)
As mentioned in the of e-portal**

**Date & time of Technical Bid opening: 19.05.2020 AT 03:00 PM (IST)
As mentioned in the of e-portal**

**(UJJWAL JYOTI GOGOI)
CHIEF MANAGER (MATERIALS)
FOR GENERAL MANAGER (C&P)
FOR CHAIRMAN & MANAGING DIRECTOR**

Declaration:

SPECIAL NOTE TO THIS TENDER:

(A) The Tender as below has been addressed to 07 (seven) Parties. The other prospective and interested Parties may also participate against this Tender subject to the following:

(i) To forward their application for participation along with documentary proof of meeting 'Bid Evaluation Criteria / Bid Rejection Criteria' (Section-III of this Tender) to reach us **within 24.04.2020**. The application along with documentary proof of meeting 'Bid Evaluation Criteria / Bid Rejection Criteria' may be sent to e-mail IDs: ujjwal_gogoi@oilindia.in and rupakkalita@oilindia.in

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

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

(B) The last date of receipt of applications, complete in all respect is **24.04.2020**. It is to be noted by all concerned that no correspondence against the subject tender will be entertained after expiry of the schedule date i.e. **24.04.2020**. As indicated above, parties may send their complete applications (with scanned copies of documentary evidences) through e-mail to the email IDs as mentioned vide (i) under para (A) above.

(C) OIL will allow participation to the eligible parties after detailed scrutiny of the documents submitted by the parties. The information regarding allowing participation will be issued through e-mail to the eligible parties and therefore, it is necessary that the parties must mention their valid e-mail IDs. No correspondence will be made if the parties are not found to be eligible for the subject tender as per the BEC/BRC.

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



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Web Site: www.oil-india.com

OIL INDIA LIMITED (OIL) invites **Limited Domestic Competitive Bids (LCB)** from competent experienced Service Providers through its E- procurement portal “<https://etender.srm.oilindia.in/irj/portal>” for the following works / services:

Tender No.	CLI4170L21 Dated 16.04.2020
Description of Work / Service	HIRING OF SERVICE PROVIDER FOR CONDUCTING RECRUITMENT OF EXECUTIVES OF OIL INDIA LIMITED FOR A PERIOD OF 04 YEARS.
Type of Bid	Limited E-Tender Under Single Stage Two Bid System
Bid Submission Mode	Bid should be uploaded in OIL's e-Procurement portal.
Bid Closing Date & Time	19.05.2020 (14:00 HRS : Server Time)
Technical Bid Opening Date & Time	19.05.2020 (15:00 HRS : Server Time)
Priced Bid Opening Date & Time	Will be intimated to the eligible bidder(s) nearer time.
Bid Opening Place	Office of the General Manager (C&P), Oil India Limited, Plot No. 19, Sector-16A, Noida-201 301, Uttar Pradesh
Bid Validity	Minimum 120 days from the original date of Technical bid opening
Bid Security (EMD)	Rs. 28,20,000.00
Bid Security Validity	Minimum 150 days from the original date of Technical bid opening
Pre-Bid conference	OIL will try to address pre bid queries, if any, through emails/ telephone. Therefore, bidders are advised to send their pre-bid queries, if any to the e-mail ids: ujjwal_gogoi@oilindia.in / rupakkalita@oilindia.in on or before 26.04.2020 . In case, it is felt to have pre-bid conference, same may be explored to organize through video conference (through Skype etc) on 30.04.2020 at 11:00 AM or any suitable time considering Nation-wise Lock Down due to Pandemic Corona Virus (Covid-19) disease.
Amount of Performance Security	10% of annualized contract value excluding GST

2.0 No physical Bid documents will be provided.

3.0 EXEMPTION FROM SUBMISSION OF BID SECURITY:

3.1 Central Govt. Departments and Public Sector Undertakings are exempted from submitting Bid Security.

3.2 If the bidder is a Micro or Small Enterprises (MSE) 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, then they are also exempted from submitting Bid Security. Bidding MSEs shall have to submit a Copy of valid Registration Certificate clearly indicating the monetary limit, if any and the items for which bidder are registered with any of the aforesaid agencies.

In case bidding MSE is owned by Schedule Caste or Schedule Tribe entrepreneur, valid documentary evidence issued by the agency who has registered the bidder as MSE owned by SC/ST entrepreneur should also be enclosed.

E-TENDER NO. CLI4170L21

4.0 Details of process for submission of Bid Security (EMD) through the online payment gateway are available in Vendor User Manual under E- procurement portal. (Note: Important Points for on-line Payment can be viewed at Oil India's website at url: http://oil-india.com/pdf/ETenderNotification.pdf).
5.0 The link to OIL's E-Procurement portal has been also provided through OIL's web site (www.oil-india.com).
6.0 The details of IFB / Bid Documents can be viewed using "Guest Login" provided in the E-Procurement portal.
7.0 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 having " Organization Name " field other than Bidder's Name are not acceptable. Bidders are advised to go through " User Manuals " provided in OIL's E-Tender portal for bid submission procedure.



(Ujjwal Jyoti Gogoi)
Chief Manager (Materials)
For General Manager (C&P)
For Chairman & Managing Director

DATE: 16.04.2020

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FORWARDING LETTER

OIL INDIA LIMITED invites Limited Domestic Competitive Bids (LCB) from experienced / approved Contractors / Firms for the following mentioned work / service under **SINGLE STAGE TWO BID SYSTEM** through its e-Procurement site:

DESCRIPTION OF WORK/ SERVICE:

HIRING OF SERVICE PROVIDER FOR CONDUCTING RECRUITMENT OF EXECUTIVES OF OIL INDIA LIMITED FOR A PERIOD OF 04 YEARS.

CONTRACT PERIOD: 04 (Four) years.

BID SECURITY: Rs. 28,20,000.00

BID CLOSING DATE & TIME: 19.05.2020 (14:00 HRS : Server Time)

TECHNICAL BID OPENING DATE & TIME: 19.05.2020 (15:00 HRS : Server Time)

a) **Bid Security** deposited vide On-line Payment / Bank Guarantee / Bank Draft / Banker's Cheque

No. _____ dated _____ of _____

Original hard copy of (a) (In case of Bidder(s) submitting Bid Security in the form of Bank Guarantee / Bank Draft / Banker's Cheque) should reach 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 & time, otherwise Bid will be rejected. A scanned copy of Bid Security document / EMD Invoice (in case of Bid Security deposited on-line) may also be uploaded along with the Un-priced Techno-Commercial Bid documents.

2.0 SEALED ENVELOPES containing the **Bid Security Deposit, Power of Attorney, Printed catalogue and Literature**, if called for in the tender shall be marked with the above Tender Number and description of work and addressed to:

GENERAL MANAGER (C&P),
OIL INDIA LIMITED,
PLOT NO. 19, SECTOR-16A, NOIDA-201 301
UTTAR PRADESH

All bidders shall deposit the requisite **BID SECURITY DEPOSIT** in the form of **On-line Payment / Bank Guarantee (as per format provided and valid for minimum 150 days from the original date of opening of Technical Bid) / Bank Draft / Banker's Cheque** from any Scheduled Indian Bank in favour of M/s Oil India Limited and payable at NOIDA / DELHI. This Bid Security Deposit shall be refunded to all unsuccessful bidders, but is liable to be forfeited in full or part, at Company's discretion, as per Clause No. 6.0 below. **Bids without Bid Security Deposit in the manner specified above will be summarily rejected.**

3.0 **Bid should be submitted online up to 02:00 PM (IST) (Server Time) on the date as mentioned and will be opened on the same day at 03:00 PM (IST) at Office of the CGM (C&P) in presence of authorized representative of the bidder.**

4.0 **The rates shall be quoted per unit as specified in the "BIDDING FORMAT" attached under "Notes and Attachments" tab of the e-tender portal.**

The bid and all uploaded documents must be Digitally signed 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.

*Digital Signature Certificates having “**Organization Name**” field other than **Bidder’s Name** are not acceptable.*

The authenticity of above digital signature may be verified through authorized CA (Certifying Authority) after bid opening. If the digital signature used for signing 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 employee.

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

5.0 The Company reserves the right to reject any or all the tenders or accept any tender without assigning any reason.

6.0 (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 forfeiture of his / her / their Bid Security Deposit in full and debarred from participation in future tenders, at the sole discretion of the company and the period of debarment will not be less than 6 (six) months.

(b) Once a bid is withdrawn, the offer will be treated as withdrawn and no further claim / correspondence will be entertained in this regard.

7.0 The Bid must be valid for 120 (One Hundred Twenty) days from the original date of Technical bid opening.

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

9.0 The work may be split up, if applicable, amongst more than one contractor at the sole discretion of the Company.

10.0 The selected bidder will be required to enter into a formal contract, which will be based on their bid and O.I.L's Standard Form of Contract.

11.0 Time will be regarded as the essence of the Contract and the failure on the part of the Contractor to complete the work within the stipulated time shall entitle the Company to recover liquidate damages and / or penalty from the Contractor as per terms of the tender /contract.

12.0 The contractor will be required to allow OIL officials to inspect the work site and documents in respect of the workers payment.

13.0 **BACKING OUT BY BIDDER:** In case any bidder withdraws their bid within the bid validity period, Bid Security will be forfeited and the party will be put on Holiday as per the Banning Policy (available in OIL’s website) of Company.

14.0 **BACKING OUT BY L-1 BIDDER AFTER ISSUE OF LOA:** In case LOA issued is not accepted by the L1 bidder or the Performance Security is not submitted as per the terms of the contract within the time specified in the Bid Document, the Bid Security shall be forfeited and the bidder shall be dealt as per the Banning Policy (available in OIL’s website) of Company.

15.0 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 dated 6th January, 2017 available in OIL's website www.oil-india.com

16.0 The tender will be governed by:

Forwarding Letter: SECTION-I

Instruction to Bidders: SECTION - II

Bid Evaluation Criteria (BEC) / Bid Rejection Criteria (BRC): SECTION – III

General Conditions of Contract: SECTION-IV

Scope of Work and Special Terms & Conditions: SECTION-V

Integrity Pact: SECTION-VI

Commercial Check list: SECTION – VII

General Health, Safety & Environment (HSE) Measures: SECTION – VIII

Bidding Format: SECTION – IX (Attached under “Notes and Attachments” tab in the main bidding engine of OIL's e-Tender portal)

Annexures & Proformas

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) ORIGINAL BID SECURITY (Only in case of Bidder(s) submitting Bid Security in the form of Bank Guarantee/Bank Draft/Bankers' cheque)

A scanned copy of Bid Security may also be uploaded along with the Un-priced Techno-Commercial Bid documents.

b) 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.

Bidder should ensure to submit original documents in accordance with the bidding documents.

c) 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.

The above documents including the Original Bid Security (in case of bidders submitting Bid Security in the form of Bank Guarantee /Bank Draft / Bankers' cheque) 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.

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.

19.0 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 “PRICE BIDDING FORMAT” will only be considered for evaluation.

20.0 In Technical Bid opening, only Un-Priced Techno-Commercial Bid will be opened. Therefore, the bidder should ensure that Technical bid is uploaded under “Technical Attachments” of “RFx Information” Tab Page only. **No price should be given along with Un-Priced Techno-Commercial Bid; otherwise the offer will be rejected.** Please go through the help document provided in OIL’s e-Portal, in detail before uploading the document.

NB: All the Bids must be Digitally Signed using Digital Certificate Class III [Organization] along with Encryption Certificate as per Indian IT Act obtained from the licensed Certifying Authorities operating under the Root Certifying Authority of India (RCAI), Controller of Certifying Authorities (CCA) of India.

21.0 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-VI- 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: Shri Jagmohan Garg, Ex-Vigilance Commissioner, CVC, E-Mail ID: jagmohan.garg@gmail.com, Shri Rudhra Gangadharan, IAS (Retd.), Ex-Secretary, Ministry of Agriculture, E-Mail ID: rudhra.gangadharan@gmail.com and Shri Sutanu Behuria, IAS (Retd.), E-Mail ID: sutanu2911@gmail.com have been appointed as Independent External Monitors).

22.0 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.

23.0 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.

(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 amount of Bid Security
 - (vii) The amount of Performance Guarantee
- b) Instructions to Bidders: **SECTION-II**
- c) Bid Evaluation Criteria (BEC) / Bid Rejection Criteria (BRC): **SECTION - III**
- d) General Conditions of Contract: **SECTION-IV**
- e) Scope of Work and Special Terms & Conditions: **SECTION-V**
- f) Integrity Pact: **SECTION-VI**
- g) Commercial check list: **SECTION - VII**
- h) General Health, Safety & Environment (HSE) Measures: **SECTION - VIII**
- i) Bidding Format (Attached under "Notes and Attachments" tab in the main bidding engine of OIL's e-Tender portal): **SECTION-IX**
- j) 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 BEC / BRC.
- (iv) Statement of Non-Compliance (if any).
- (v) Bid Security (scanned copy). Hard copy of original Bid Security (Only in case of bidder(s) submitting bid security in the form of Bank Guarantee / Bank Draft / Banker's Cheque) should be sent separately to reach **on or before the bid closing date & time failing which the bid shall be rejected.**
- (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 Proforma available in OIL's E-procurement portal in the "Notes & Attachments" Tab:

- (i) Bidding Format as per Section-IX
- (ii) Bid Form as per Proforma-I

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 EVALUATION CRITERIA (BEC) / BID REJECTION CRITERIA (BRC)**, SECTION-III of the Bid document.

7.0 BID SECURITY:

7.1 The Bid Security is required to protect the Company against the risk of Bidder's conduct, which would warrant forfeiture of the Bid Security, pursuant to sub-clause 7.9.

7.2 All the bids (except those exempted) must be accompanied by Bid Security in Original for the amount as mentioned in the “Forwarding Letter” and shall be in the OIL's prescribed format as Bank Guarantee (BG) enclosed with the NIT vide Proforma-VII or a Bank Draft/Bankers' cheque in favour of OIL and payable at NOIDA / DELHI from any schedule Indian Bank.

Bank Guarantee issued by a Scheduled Bank in India at the request of some other Non-scheduled Bank of India shall not be acceptable.

7.3 Alternatively, Bidders can submit Bid Security on-line through OIL's electronic Payment Gateway.

7.4 Any bid not secured in accordance with sub-clause 7.2 above shall be rejected by the Company as non-responsive.

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

7.6 Unsuccessful Bidder's Bid Security will be discharged and/or returned within 30 days after finalization of IFB.

7.7 Successful Bidder's Bid Security will be discharged and/or returned upon Bidder's signing of the contract. Successful bidder will however ensure validity of the Bid Security till such time the formal Service Agreement in conformity with Clause 22.0 below is signed.

7.8 Bid Security shall not accrue any interest during its period of validity or extended validity.

7.9 The Bid Security may be forfeited:

- i) If the bidder withdraws the bid within its original/extended validity.
- ii) If the bidder modifies/revises their bid suo-moto.
- iii) If the bidder does not accept the order/contract.
- iv) If the bidder does not furnish Performance Security Deposit within the stipulated time as per tender/order/contract.
- v) If it is established that the bidder has submitted fraudulent documents or has indulged into corrupt and fraudulent practice, the bid security shall be forfeited after due process in addition to other action against the bidder.

7.10 In case any bidder withdraws their bid during the period of bid validity, Bid Security will be forfeited and the party shall be dealt with as per OIL's Banning Policy.

7.11 A 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.**

7.12 A bid shall be rejected straightway if Original Bid Security is not received within the stipulated date & time mentioned in the Tender and/or if the Bid Security validity is shorter than the validity indicated in Tender and/or if the Bid Security amount is lesser than the amount indicated in the Tender.

8.0 PERIOD OF VALIDITY OF BIDS:

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

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 it's 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 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 BEC/BRC, 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 Within 2 Weeks from the date of issue of Letter of Award (LOA), the successful Bidder(s) will be required to pay an interest free Performance Security by way of Bank Guarantee (in specified format) favouring "OIL INDIA LIMITED" payable at "NOIDA / DELHI" from any Scheduled Indian Bank. Upon furnishing of the Performance Security, 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 25.2 above would render him liable for rejection and in turn forfeiture of Bid Security 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 dated 6th January, 2017 available in OIL's website 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 EVALUATION CRITERIA (BEC) / BID REJECTION CRITERIA (BRC)

The bid shall conform generally to the specifications and terms and conditions given in the Bid Documents. Bids will be rejected in case 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 mandatory 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.

1.0 TECHNICAL CRITERIA:**1.1 Technical Requirements:**

1.1.1 The bidder should have experience of at least one (1) SIMILAR WORK of minimum value **Rs 2.275 Crore (Rupees Two Crore Twenty Seven Lakh Fifty Thousand only)** in previous 7 (seven) years to be reckoned from the original bid closing date.

Notes to Clause 1.1.1 above:

- A.** SIMILAR WORK means providing services for conduct of computer based online written test on end-to-end solution basis for recruitment in any of the following:
- (i) Central/State Government Department
 - (ii) Central/State Government Organization
 - (iii) Public Sector Undertaking (Maharatna / Navratna only)
- B.** For proof of work experience of similar work the following documents must be submitted along with the bid –
- (i) Copy of contract document or work order documents showing details of work.
- AND
- (ii) Copy of Completion Certificate showing gross value of the job/service, description of job/service and duration of the contract OR Copies of payment receipts to substantiate the volume of job done.
- C.** SIMILAR WORK executed by a bidder for its own organization / subsidiary will not be considered as experience for the purpose of meeting BEC/BRC.
- D.** If the prospective bidder is executing SIMILAR WORK which is still running and the contract value executed prior to original due date of bid submission is equal to or more than the minimum prescribed value in the BEC such experience will also be taken in to consideration provided that the bidder has submitted satisfactory work execution certificate issued by end user.
- E.** 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 CEO/ Head of bidding entity/ CFO/ Finance Head of bidding entity of the company 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.

1.1.2 The bidder should participate as a single entity; no consortium or group companies will be allowed.

1.1.3 The bidder should not have been black-listed / holiday listed / suspended by any Central/State Government Department, Central/State Government Organization, Public Sector Undertaking in previous 7 (seven) years to be reckoned from the original bid closing date. An affidavit in this respect that their firm has not been black-listed / holiday listed / suspended as cited above shall be provided by the bidder along with the bid.

1.1.4 The bidder must have the facility of primary and secondary data centre with Data Recovery (DR) site infrastructure for data security. Both the Data Centres should be located in India in different seismic zones. The data centre must be Tier III and ISO certified. Data Centre should be certified as per the Government of India guidelines. The infrastructure of the bidder must be certified as per Government of India guidelines. Self-Declaration by CEO/ Head of bidding entity on their letter head certifying the above mentioned condition with addresses of the DR site infrastructure along with self-certified copies of its certification shall be provided by the bidder along with the bid.

1.1.5 The bidder should ensure that the processes should have ISO/IEC 27001:2013 certification and should have authorized and globally accepted software certification, Capability Maturity Model Integration (CCMI) Level-4 or above certification. Self-certified copies of the above certifications shall be provided by the bidder along with the bid.

1.2 Financial Requirements:

1.2.1 Annual Financial Turnover of the bidder during any of preceding three financial / accounting years from the original bid closing date should be at least **Rs. 2.275 Crore (Rupees Two Crore Twenty Seven Lakh Fifty Thousand only)**

1.2.2 Net worth of bidder must be positive for preceding financial/ accounting year.

Notes to Clause 1.2 above:

I. For proof of Annual Turnover & Net worth, any one of the following documents/ photocopies must be submitted along with the bid:-

(i) Audited Balance Sheet along with Profit & Loss account.

OR

(ii) A certificate issued by a practicing Chartered / Cost Accountant (with Membership Number and Firm Registration Number), certifying the Annual turnover & Net worth as per format prescribed in **Proforma-II**.

II. 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 and the Financial Statements of the preceding financial / accounting year are not available with the bidder, then the financial turnover of the previous three financial / accounting years excluding the preceding financial / accounting year will be considered. In such cases, the Net worth of the previous financial / accounting year excluding the preceding financial / accounting year will be considered. However, the bidder has to submit an affidavit/undertaking certifying that 'the balance sheet/Financial Statements for the financial year _____ has actually not been audited so far'.

III. In case the bidder is a Central Govt. organization / PSU /State Govt. organization / Semi-State Govt. Organization or any other Central / State Govt. Undertaking, where the auditor is appointed only after the approval of Comptroller and Auditor General of India and the Central Government, their certificates may be accepted even though FRN is not available. However, bidder to provide documentary evidences for the same.

2.0 COMMERCIAL CRITERIA:

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

2.2 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.

2.3 Bid security shall be furnished (except those exempted) as a part of the Un-priced Techno-Commercial Bid. The amount of bid security should be as specified in the forwarding letter. Any bid not accompanied by a proper bid security will be rejected.

Note: In case the Bidder submits Bid security in the form of Bank Guarantee (BG); the BG must be valid for minimum 180 days from the original bid closing date.

2.4 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.

2.5 Any bid received in the form of Physical document/ Telex/Cable/Fax/E-mail will not be accepted.

2.6 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.

2.7 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.

2.8 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.

2.9 Any bid containing false statement will be rejected and action will be taken by Company as per Bid Document.

2.10 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.

2.11 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) EMD / Bid Bond
- (iii) Period of validity of Bid
- (iv) Price Schedule
- (v) Performance Bank Guarantee / Security deposit
- (vi) Delivery / Completion Schedule
- (vii) Scope of work
- (viii) Guarantee of material / work

- (ix) Liquidated Damages clause
- (x) Tax liabilities
- (xi) Arbitration / Resolution of Dispute Clause
- (xii) Force Majeure
- (xiii) Applicable Laws
- (xiv) Specifications
- (xv) Integrity Pact
- (xvi) Any other condition specifically mentioned in the tender documents elsewhere that non-compliance of the clause lead to rejection of the bid.

2.12 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.

2.13 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-VI- 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.

2.14 Bid received with validity of offer less than 120 (one hundred twenty) days from the original bid closing date will be rejected.

3.0 GENERAL:

3.1 In case bidder takes exception to any clause of bidding document not covered under BEC/BRC, then the Company has the discretion to load or reject the offer on account of such exception if the bidder does not withdraw / modify the deviation when / as advised by 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/BRC.

3.2 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/BRC also and such clarifications fulfilling the BEC/BRC clauses in toto must be received on or before the deadline given by the company, failing which the offer will be 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.

3.3 If any of the clauses in the BRC contradict with other clauses of bidding document elsewhere, the clauses in the BRC shall prevail.

3.4 Bidder(s) must note that requisite information(s)/financial values etc. as required in the BEC/BRC & Tender are clearly understandable from the supporting documents submitted by the Bidder(s); otherwise Bids shall be rejected.

3.5 The originals of such documents [furnished by bidder(s)] shall have to be produced by bidder(s) to OIL as and when asked for.

4.0 QUALITY & COST BASED SELECTION (QCBS):

(A) EVALUATION OF BIDS FOR QUALITY:

A.1 Bids qualifying as per terms of Technical Requirements (Clause No 1.1) and Financial Requirements (Clause No 1.2) shall be eligible for this evaluation.

A.2 Bids shall be evaluated both in terms of **QUALITY** as well as **Quoted Price** i.e. **Combined Quality & Cost Based Selection (QCBS)** methodology. The relative weightage assigned for **Quality is 70** and the weightage for the **Quoted Price is 30** i.e. (Quality: Quoted Price = 70:30).

A.3 The marks allocated against various subsections under Quality of Bid shall be as under:

Computation Table

Sl. No.	Criteria	Unit Marks	Max Marks	Bidder's Score
1	Bidder's Credentials			
	Micro or Small Enterprise registered for relevant service	5 (Five) marks in case the Bidder is registered as a Micro or Small Enterprise for the relevant service as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012	5 (Five)	
2	Bidder's Experience			
	Number of SIMILAR WORK (as defined in BEC/BRC Clause 1.1.1) completed / executed each of minimum value Rs. 2.275 Crore in previous 7 (seven) years to be reckoned from the original bid closing date.	a) 35 (Thirty Five) marks for minimum 1 (one) assignment required as per BEC/BRC b) 15 (Fifteen) marks for each additional assignment other than the minimum 1 (one) assignment required as per BEC/BRC. Maximum of 4 additional assignments will be considered for calculation of Bidder's score against this criteria	95 (Ninety Five)	
TOTAL MARKS (St)			100 (One Hundred)	

Notes to Clause A.3 above:

(a) It shall be the bidder's responsibility to ensure submission of unambiguous/ clear and sufficient documentary evidence in support of the evaluation criteria.

(b) The bidder should submit copies of contract document or work order along with completion certificates / payment receipts in their bid to substantiate

parameter 2 above. 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 CEO/ Head of bidding entity/ CFO/ Finance Head of bidding entity of the company 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.

(c) OIL reserves the right to verify and or all data/document/information provided by the bidder. False statement by Bidder will make it liable for appropriate action as per Banning policy of the Company.

(B) QUALIFIED BIDS: Qualifying marks for priced-bid opening shall be 50 out of total of 100 marks as shown in Computation Table above. In case of no bids scoring qualifying marks of 50 and above, the qualifying marks will be reduced to 35 for ascertaining the qualified bids.

(C) EVALUATED BID PRICE: Qualified Bids meeting the minimum Qualifying Marks as mentioned in Para(B) shall be considered to be responsive and shall be considered for further evaluation as per the Evaluation Criteria given below:

C.1 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 accordingly. Similarly, if there is any discrepancy between words and figure, the amounts in words shall prevail and will be adopted for evaluation.

C.2 Bidder need to mandatorily quote for all the items in the Schedule of Rate (SOR) as per Bidding Format else the bid will not be considered for evaluation. The bid will not be evaluated if bidder fails to quote against all the items mentioned in the SOR as per Bidding Format.

C.3 Commercial Bids shall be evaluated taking into account the Price quoted as per Bidding Format including quoted GST.

C.4.1 Price Bid uploaded / submitted without giving any of the details of the taxes (Including rates and amounts) will be considered as inclusive of all taxes including GST.

C.4.2 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.

C.5 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.

C.6 The responsive bids will be subjected to loading for any deviation(s).

C.7 The price bid will be graded as L1, L2 and L3 etc. where L1 vendor is the one who has quoted the lowest amount.

(D) INTER-SE RANKING OF THE QUALIFIED BIDS: To ascertain the inter-se-ranking of the bids the Quality & Cost Based Selection (QCBS) methodology as mentioned below shall be adopted:

D.1 The proposal with the lowest cost (Fm) shall be given financial score (Sf) of 100 points. The financial scores of other proposals would be computed as follows:

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

Where F = amount of financial proposal

D.2 The total score shall be obtained by weighting the combined quality/technical and cost scores and adding them, as follows:

$$\mathbf{S} = \mathbf{St} \times \mathbf{Tw} + \mathbf{Sf} \times \mathbf{Fw}$$

Where **S** = total score

St = combined technical score

Sf = combined financial score

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

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

D.3 The bidder with the highest total score (**S**) shall be considered for award of Contract.

D.4 In the event of two or more bids having the same highest Evaluated Bid Score (**S**), the bid scoring the highest marks against Quality Criteria (**St**) will be recommended for award of contract.

D.5 In case two or more bidder have same highest Evaluated Bid Score (**S**) and same combined technical score (**St**), the bidder obtaining higher marks against parameter 2 of Clause 4.0(A.3) above shall be recommended for award of contract.

D.6 In case two or more bidder have same highest Evaluated Bid Score (**S**), same combined technical score (**St**) and same marks against parameter 2 of Clause 4.0(A.3) above then the selected bidder shall be determined through Draw of Lots (Lottery).

5.0 In the QCBS system, as the evaluation of the price is based on total score (S) i.e Combined score of both Quality & Quoted Prices, purchase preference policies (like Policy for MSE and PP-LC etc.) shall not be applicable.

(END OF SECTION-III)

GENERAL CONDITIONS OF CONTRACT**1.0 DEFINITIONS:**

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

- 1.1 'Contract' means the terms and conditions contained in the document entitled "Hiring of service provider for conducting recruitment of executives of Oil India Limited for a period of 04 years" and the attached exhibits. In the event of any conflict between the text of the contract and the exhibits, the text of the Contract shall have precedence over the exhibits.
- 1.2 'Contractor' means the individual or firm or body incorporated performing the work under this contract.
- 1.3 'Company' means OIL INDIA LIMITED (OIL) and its executors, successors, administrators and assignees.
- 1.4 The 'Work' means each and every activity required for the successful performance of the services described under this contract.
- 1.5 Here 'Operating Area' means Operational Area under OIL's Corporate Office, Noida.
- 1.6 'Services' means the work specified and all other obligations to be complied with by Contractor pursuant to and in accordance with the terms of this contract.
- 1.7 'Site' means the land and other places, on, under, in or through which the works are to be executed by the Contractor and any other land and places provided by the Company for working space or any other purpose as designated hereinafter as forming part of the Site.
- 1.8 'Contract Price' means the price payable to the Contractor under the contract for the full and proper performance of its contractual obligations.
- 1.9 'Contractor's personnel' means the personnel as required to be provided by Contractor from time to time for execution of this contract.
- 1.10 'Company Representative' means the person or persons appointed and approved in writing from time to time by the Company to act on its behalf for overall co-ordination.

2.0 EFFECTIVE DATE, MOBILISATION TIME, DATE OF COMMENCEMENT OF THE CONTRACT AND DURATION OF CONTRACT:

- 2.1 **Effective Date:** The contract shall become effective as of the date Company notifies Contractor / Consultant in writing (through Letter of Award) that it has been awarded the contract. Such date of notification of award of Contract will be the Effective Date of Contract.
- 2.2 **Mobilisation Time, Date of Commencement of the Contract:** Contractor / Consultant must mobilise his / her/ their resources (including personnel) within 15 (fifteen) days of issue of Letter of Award. The date of completion of mobilization of resources (including personnel) by the Contractor / Consultant or 15 (fifteen) days from the date of issue of Letter of Award, whichever is earlier, will be the Date of Commencement of the Contract.
- 2.2 **Duration of Contract:** Duration of this Contract will be for a period of 04 (Four) Years from the Date of Commencement of the Contract.

3.0 CONTRACTOR'S PERSONNEL:

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

4.0 GENERAL OBLIGATIONS OF CONTRACTOR:

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

5.0 GENERAL OBLIGATIONS OF COMPANY:

- 5.1 Company shall, in accordance with and subject to the terms and conditions of the Contract, pay Contractor for its full and proper performance of obligations as per provision of this contract.
- 5.2 Allow Contractor and its employees to access, subject to normal security and safety procedures, to all areas of Company as required for orderly performance of the work.

6.0 PAYMENT TERMS:

- 6.1 As detailed in **Section-V** (Scope of Work and Special Terms & Conditions).
- 6.2 No advance payment will be made against this contract.

- 6.3 Payment will be made within 30 days from the date receipt of the undisputed bills of the Contractor. Payments shall also be subject to TDS and other deductions, if any.
- 6.4 Request for payment/part payment to third party i.e. other than the party on whom the contract has been awarded will not be entertained by OIL under any circumstances. The offers stipulating payment/part payment to such third party will be considered as non-responsive and such offers will be rejected.
- 6.5 All payments due by Company to Contractor shall be made at Contractor's designated bank. All bank charges will be to Contractor's account.
- 6.6 Payment of any invoices shall not prejudice the right of company to question the validity of any charges therein, provided company within one year after the date of payment shall make and deliver to contractor written notice of objection to any item or items the validity of which Company questions.

7.0 TAXES AND DUTIES:

- 7.1 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.
- 7.2 Contractor shall be responsible for payment of personal taxes, if any, for all the personnel deployed in India by Contractor.
- 7.3 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. Other than the information provided by the Contractor, the Contractor shall not be responsible for any inaccurate information provided by the Company to the Tax authorities and the Company shall indemnify the Contractor for all claims, expenses, costs or losses of any nature arising from such inaccuracy. Contractor shall be responsible for preparing and filing the return of income etc. within the prescribed time limit to the appropriate authority.
- 7.4 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.
- 7.5 Corporate income tax will be deducted at source from the invoice at the specified rate of income tax as per the provisions of Indian Income Tax Act as may be in force from time to time and Company will issue TDS Certificate to the Contractor as per the provisions of Income Tax Act.
- 7.6 Corporate and personnel taxes on Contractor shall be the liability of the Contractor and the Company shall not assume any responsibility on this account.
- 7.7 All local taxes, levies and duties, sales tax, octroi, etc. on purchases and sales made by Contractor (except customs duty) shall be borne by the Contractor.
- 7.8 GST: The price excludes GST and the GST as applicable shall be to the Company account. The GST amount on the taxable part of the services provided by the Contractor shall be paid by the Company as per provisions of the GST Act. However, the liability for payment of the GST to the appropriate authority in case of Indian bidders and/or overseas bidders having registered office establishment in India will lie on the Contractor. In case of foreign Contractor who does not have registered

office establishment in India, the GST shall be paid to the tax authorities by the Company, on behalf of such contractor.

8.0 GOODS AND SERVICES TAX**8.1 GENERAL REMARKS ON TAXES & DUTIES:**

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.

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

8.3 “**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.

8.4 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.

8.5 Bidder should also mention the **Harmonised System of Nomenclature** (HSN) and **Service Accounting Codes** (SAC) at the designated place in SOR.

8.6 Where the OIL is entitled to avail the input tax credit of GST:

8.6.1 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.

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

8.7 Where the OIL is not entitled to avail/take the full input tax credit of GST:

8.7.1 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.

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

8.8 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.

- 8.9 Contractor/vendor 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 / vendor 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.
- 8.10 **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/vendor, OIL shall withhold the payment of **GST**.
- 8.11 **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/vendor but will be directly deposited to the government by OIL.
- 8.12 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.
- 8.13 Notwithstanding anything contained anywhere in the Agreement, in the event that the input tax credit of the **GST** charged by the Contractor / Vendor is denied by the tax authorities to OIL for reasons attributable to Contractor / Vendor, OIL shall be entitled to recover such amount from the Contractor / Vendor 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.
- 8.14 TDS under GST, if applicable, shall be deducted from contractor's/vendor's bill at applicable rate and a certificate as per rules for tax so deducted shall be provided to the contractor/vendor.
- 8.15 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.
- 8.16 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.
- 8.17 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.
- 8.18 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.

- 8.19 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.
- 8.20 GST liability, if any on account of supply of free samples against any tender shall be to bidder's account.
- 8.21 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.

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.

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.

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.

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

- 8.22 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.
- 8.23 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.
- 8.24 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.
- 8.25 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.
- 8.26 **Documentation requirement for GST**
The vendor 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.

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

8.27 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.

8.27.1 In case the GST rating of vendor 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 vendor and shall also be entitled to deduct / recover such GST along with all penalties / interest, if any, incurred by OIL.

9.0 INSURANCE:

9.1 The Contractor shall arrange insurance to cover all risks in respect of their personnel, materials and equipment(except when tools/equipment are below Rotary Table or in the well bore) belonging to the Contractor or its subcontractor (if applicable) during the currency of the contract including the third party items/consumables. For materials/equipment belong to the Contractor or its subcontractor, Contractor may self-insure the same.

9.2 Contractor shall at all time during the currency of the contract provide, pay for and maintain the following insurances amongst others except when tools/equipment are below Rotary Table or in the well bore:

- a) Workmen compensation insurance as required by the laws of the country of origin of the employee.
- b) Employer's Liability Insurance as required by law in the country of origin of employee.

- c) General Public Liability Insurance or Comprehensive General Liability insurance covering liabilities including contractual liability for bodily injury, including death of persons, and liabilities for damage of property. This insurance must cover all operations of Contractor required to fulfil the provisions under this contract.
 - d) Contractor's equipment used for execution of the work hereunder shall have an insurance cover with a suitable limit (as per international standards) except when tools / equipment are below Rotary Table or in the well bore or Contractor may self-insure its tools/ equipment.
 - e) Automobile Public Liability Insurance covering owned, non-owned and hired automobiles used in the performance of the work hereunder, with bodily injury limits and property damage limits as governed by Indian Insurance regulations.
 - f) Public Liability Insurance as required under Public Liability Insurance Act 1991, if applicable.
- 9.3 Any deductible set forth in any of the above insurance shall be borne by Contractor.
- 9.4 Contractor shall furnish to Company prior to commencement date, certificates of all its insurance policies covering the risks mentioned above.
- 9.5 If any of the above policies expire or are cancelled during the term of this contract and Contractor fails for any reason to renew such policies, then the Company will renew/replace same and charge the cost thereof to Contractor. Should there be a lapse in any insurance required to be carried out by the Contractor for any reason whatsoever, loss/damage claims resulting there from shall be to the sole account of Contractor.
- 9.6 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.
- 9.7 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.
- 9.8 Contractor shall obtain additional insurance or revise the limits of existing insurance as per Company's request in which case additional cost shall be to Contractor's account.

10.0 STATUTORY OBLIGATIONS OF CONTRACTOR:

- 10.1 The Contractor shall comply with all the statutory obligation of Government of India and State applicable at the Site and the Purchaser shall not be liable for any action of the statutes applicable due to non-fulfilment of statutory obligations by the contractor.
- 10.2 The Contractor shall give all notices and pay all fees required to be given or paid under any Central or State statute, ordinance or other law or any regulation or by-law of any local or other duly constituted authority in relation to the execution of the Work.
- 10.3 The Contractor shall conform and comply in all respects with the provisions of any statute, ordinance or laws as aforesaid and the rules, regulations or by-laws of any local or other duly constituted authority which may be applicable to the works or to any temporary works and with such rules and regulations of public bodies as aforesaid and shall indemnify the Purchaser against all penalties and liabilities of every kind for breach of any such statute, ordinance, law, rule, regulation or by-law.

11.0 SUBSEQUENTLY ENACTED LAWS:

- 11.1 In the event of introduction of any new legislation or any change or 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, (other than personnel and Corporate taxes), duties, 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.
- 11.2 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.
- 11.3 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.
- 11.4 Notwithstanding the provision contained in clause 11.1 to 11.2 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, Excise Duty and Service Tax in addition to new taxes etc. in respect of sub-contractors, vendors, agents etc. of the CONTRACTOR.
- 11.5 In order to ascertain the net impact of the 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 service tax amount.
 - ii. Details of Inputs (material/consumable) used/required for providing service to Company including estimated monthly value of input and excise duty/CVD paid/payable on purchase of inputs.

12.0 LIQUIDATED DAMAGES FOR DEFAULT IN TIMELY MOBILIZATION / COMPLETION OF WORKS AND SERVICES:

- 12.1 In normal case of works /service contracts, if the delay in mobilization / completion is due to default on the contractor's part the Total Contract price shall be reduced by 0.5% of the total Contract Price per complete week of delay or part thereof subject to a maximum of 7.5% of the Total Contract Price, by way of liquidated damages for delay and not as penalty. Liquidated damages will be reckoned from the stipulated

date of mobilization / completion defined in the contract. Company may without prejudice to any other right or remedy available to it to recover damages for breach of contract, recover the liquidated damages as above from the Contractor. This is an agreed genuine pre-estimate of damages duly agreed by the parties.

- 12.2 The Company also reserves the right to cancel the Contract without any compensation whatsoever in case of failure by the Contractor to commence operation within the stipulated period.

13.0 WAIVERS AND AMENDMENTS:

- 13.1 It is fully understood and agreed that none of the terms and conditions of the Contract shall be deemed waived or amended by either party unless such waiver or amendment is executed in writing by the duly authorized agents or representatives of such party. The failure of either party to execute any right of termination shall not act as a waiver or amendment of any right of such party provided hereunder.
- 13.2 Any delay in exercising and any omission to exercise any right, power or remedy exercisable by the Company under this contract shall not impair such right, power or remedy nor shall any waiver by the Company of any breach by the Contractor of any provision of this contract prevent the subsequent enforcement of that provision by the Company or be deemed a waiver by the Company of any subsequent breach by the Contractor.

14.0 CONFIDENTIALITY, USE OF CONTRACT DOCUMENTS AND INFORMATION:

- 14.1 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 so far, 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:
- (a) which is 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) which is 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.
- 14.2 Contractor shall not, without Company's prior written consent, make use of any document or information except for purposes of performing the contract.
- 14.3 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.
- 14.4 During this 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 shall 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.
- 14.5 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

15.0 NOTICES:

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

<u>Company</u>	<u>Contractor</u>
a) For contractual matters General Manager (C&P) Oil India Limited Plot No. 19, Sector-16 A, NOIDA-201 301 Tel: 0120-2419112 E-mail: anitadam@oilindia.in	
b) For matters relating to Scope of Work Chief General Manager (Personnel) Oil India Limited Plot No. 19, Sector-16 A, NOIDA-201 301 E-mail: mpsingh@oilindia.in	

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

16.0 HEADINGS:

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

17.0 ASSIGNMENT AND SUB-LETTING:

The whole of the work included in the Contract shall be executed by the Contractor and the Contractor shall not directly or indirectly transfer, assign or sublet the Contract or any part or share thereof / interest therein without the written consent of Oil India Limited. No undertaking shall relieve the Contractor from the full and entire responsibility.

18.0 FORCE MAJEURE:

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

18.2 Upon occurrence of such cause and upon its termination, the Party alleging that it has been rendered unable as aforesaid thereby, shall notify the other Party in writing

within Seventy Two (72) hours of the alleged beginning and ending thereof, giving full particulars and satisfactory evidence in support of its claim.

- 18.3 Should 'Force Majeure' condition as stated above occurs and should the same be notified within seventy two (72) hours after its occurrence, either Party will have the right to terminate the contract with prior written notice if such 'Force Majeure' condition continues beyond consecutive ten (10) days. Should both Parties decide not to terminate the contract even under such condition, no payment would apply during the force majeure period unless otherwise agreed to.

19.0 TERMINATION:

19.1 TERMINATION ON EXPIRY OF THE TERMS (DURATION):

This contract shall be deemed to have been automatically terminated on the expiry of duration of the contract or extension, if any, thereof.

19.2 TERMINATION ON ACCOUNT OF FORCE MAJEURE:

Either party shall have the right to terminate this Contract on account of 'Force Majeure' as set forth in Para 18.0.

19.3 TERMINATION ON ACCOUNT OF INSOLVENCY:

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

19.4 TERMINATION FOR UNSATISFACTORY PERFORMANCE:

If the Company considers that, the performance of the Contractor is, not as per the scope of the work as specified in the contract, the Company shall notify the Contractor in writing and specify in details the cause. The Company shall have the option to terminate this 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.

19.5 TERMINATION DUE TO CHANGE OF OWNERSHIP & 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 consent, the Company may at its absolute discretion, terminate this Contract.

19.6 CONSEQUENCES OF TERMINATION:

In all cases of termination herein set forth, the relative obligations of the parties to the Contract shall be limited to the period up to the date of termination. Notwithstanding the termination of this Contract, the parties shall continue to be bound by the provisions of this Contract that reasonably require some action or forbearance after such termination.

- 19.7 Notwithstanding any provisions herein to the contrary, the Contract may be terminated at any time by the Company on giving 30 (thirty) days written notice to the Contractor due to any other reason not covered under the above clause from 19.1 to 19.6 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 for services as per the Contract upto the date of termination including the De-mob cost, if any.

- 19.8 Upon termination of this Contract, Contractor shall return to Company all of Company's items, which are at the time in Contractor's possession.

- 19.9 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.

20.0 APPLICABLE LAW:

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

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

- a) The Mines Act - as applicable to safety and employment conditions.
- b) The Minimum Wages Act, 1948.
- c) The Oil Mines Regulations, 1984.
- d) The Workmen's Compensation Act, 1923.
- e) The Payment of Wages Act, 1963.
- f) The Payment of Bonus Act, 1965.
- g) The Contract Labour (Regulation & Abolition) Act, 1970 and the rules framed there under.
- h) The Employees Pension Scheme, 1995.
- i) The Interstate Migrant Workmen Act., 1979 (Regulation of employment and conditions of service).
- j) The Employees Provident Fund and Miscellaneous Provisions Act, 1952.
- k) Goods & Services Tax (GST) Law and the Acts and rules framed thereunder.
- l) Customs & Excise Act & Rules
- m) Environment Protection Act
- n) Public Liability Act
- o) Any other law and regulations applicable to carry out the complete job/assignment as per the Contract.

21.0 LIABILITY:

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

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

21.3 The Contractor hereby agrees to waive its right to recourse and further agrees to cause his underwriters to waive their right of subrogation against Company and/or its underwriters, servants, agents, nominees, assignees, contractors and subcontractors for loss or damage to the equipment of the Contractor and/or its subcontractors when such loss or damage or liabilities arises out of or in connection with the performance of the Contract.

- 21.4 The Contractor hereby further agrees to waive its right of recourse and agrees to cause its underwriters to waive their right of subrogation against Company and/or its underwriters, servants, agents, nominees, assignees, contractors and subcontractors for injury to, illness or death of any employee of the contractor and of its contractors, subcontractors and / or their employees when such injury, illness or death arises out of or in connection with the performance of the Contract.
- 21.5 Except as otherwise expressly provided, neither Contractor nor its servants, agents, nominees, contractors or subcontractors shall have any liability or responsibility whatsoever to whomsoever for loss of or damage to the equipment and/or loss or damage to the property of the Company and/or his contractors or subcontractors, irrespective of how such loss or damage is caused and even if caused by the negligence of Contractor and / or its servants, agents, nominees, assignees, contractors and subcontractors. The Company shall protect, defend, indemnify and hold harmless Contractor from and against such loss of damage and any suit, claim or expense resulting therefrom.
- 21.6 Neither Contractor nor its servants, agents, nominees, assignees, contractors, subcontractors shall have any liability or responsibility whatsoever to whomsoever or injury to, illness, or death of any employee of the Company and/or of its contractors or subcontractors irrespective of how such injury, illness or death is caused and even if caused by the negligence of contractor and/or its servants, agents, nominees, assignees, contractors and subcontractors Company shall protect, defend indemnify and hold harmless contractor from and against such liabilities and any suit, claim or expense resulting therefrom.
- 21.7 The Company agrees to waive its right of recourse and further agrees to cause its underwriters to waive their right of subrogation against contractor and / or its underwriters, servants, agents, nominees, assignees, contractors and subcontractors for loss or damage to the equipment of Company and/or its contractors or subcontractors when such loss or damage or liabilities arises out of or in connection with the performance of the Contract.
- 21.8 The Company hereby further agrees to waive its right of recourse and agrees to cause its underwriters to waive their right of subrogation against contractor and / or its underwriters, servant, agents, nominees, assignees, contractors and subcontractors for injury to, illness or death of any employee of the Company and of its contractors, subcontractors and/or their employees when such injury, illness or death arises out of or in connection with the performance of the contract.

21.9 **LIMITATION OF LIABILITY:**

Notwithstanding any other provisions except only in cases of willful misconduct and / or criminal acts,

(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.

(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 50 % of the Annualised 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.

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.

22.0 CONSEQUENTIAL DAMAGE:

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

23.0 WITH-HOLDING:

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

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

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

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

24.0 INDEMNITY AGREEMENT:

24.1 Except as provided hereof Contractor agrees to protect, defend, indemnify and hold the Company and its co-leases 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 on account of bodily injury or death of personnel, or damage to 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.

24.2 Except as provided hereof the 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 on account of bodily injury or death of personnel, or damage to 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.

25.0 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.

26.0 MISCELLANEOUS PROVISIONS:

26.1 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.

26.2 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.

26.3 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.

26.4 Key personnel cannot be changed during the tenure of the Contract except due to sickness/death/resignation of the personnel in which case the replaced person should have equal experience and qualification, which will be again subject to approval, by the Company.

27.0 EMPLOYMENT OF OFFICIAL/PERSONNEL OF THE COMPANY:

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

28.0 SET OFF:

Any sum of money due and payable to the Contractor (including security Deposit refundable to them) under this or any other contract may be appropriated by the Company and set off against any claim of the Company (or such other person or persons contracting through the Company) for payment of a sum of money arising out of this contract or under any other contract made by the Contractor / with the Company (or such other person or persons contracting through the Company).

29.0 SETTLEMENT OF DISPUTES AND ARBITRATION:**29.1 ARBITRATION (APPLICABLE FOR SUPPLIERS/CONTRACTORS OTHER THAN PSU):**

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

a) 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.

b) The number of arbitrators and the appointing authority will be as under:

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

c) 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.

d) Parties agree that there will be no objection if the Arbitrator appointed holds equity shares of OIL and/or is a retired officer of OIL/any PSU. However, neither party shall appoint its serving employees as arbitrator.

e) 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.

f) Parties agree that neither shall be entitled for any pre-reference or pendente-lite interest on its claims. Parties agree that any claim for such interest made by any party shall be void.

g) The arbitral tribunal shall make and publish the award within time stipulated as under:

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

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

h) 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.

i) Each party shall be responsible to make arrangements for the travel and stay etc. of the arbitrator pointed by it. Claimant shall also be responsible for making arrangements for travel/stay arrangements of the Presiding Arbitrator and the expenses incurred shall be shared equally by the parties.

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

j) The Arbitration shall be held at Noida / Delhi. However, parties to the contract can agree for a different place for the convenience of all concerned.

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

l) 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.

m) The venue of all arbitrations under 29.1 will be Noida / Delhi. The award made in pursuance thereof shall be binding on the parties.

29.2 ARBITRATION CLAUSE FOR SETTLEMENT OF COMMERCIAL DISPUTES BETWEEN CENTRAL PUBLIC SECTOR ENTERPRISES (CPSES) INTER SE AND CPSE(S) AND GOVERNMENT DEPARTMENT(S)/ORGANIZATIONS(S) - ADMINISTRATIVE MECHANISM FOR RESOLUTION OF CPSES DISPUTES (AMRCD):

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)/ Port Trusts inter se 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.

30.0 CHANGES:

30.1 During the performance of the work, Company may make minor change to take care of any supplementary work within the general scope of this Contract including, but not limited to, changes in methodology, and minor additions to or deletions from the work to be performed. Contractor shall perform the work as changed. Changes of this nature will be affected by written order by the Company.

30.2 If any change result in an increase in compensation due to Contractor or in a credit due to Company, Contractor shall submit to Company an estimate of the amount of such compensation or credit in a form prescribed by Company. Such estimates shall be based on the rates shown in the Schedule of Rates (Section V). Upon review of Contractor's estimate, Contractor shall establish and set forth in the Change Order the amount of the compensation or credit for the change or a basis for determining a reasonable compensation or credit for the change. If Contractor disagrees with compensation or credit set forth in the Change Order, Contractor shall nevertheless perform the work as changed, and the parties will resolve the dispute in accordance with Clause 27.0 hereinabove. Contractor's performance of the work as changed will not prejudice Contractor's request for additional compensation for work performed under the Change Order.

31.0 ROYALTY AND PATENTS:

Each party shall hold harmless and indemnify the other from and against all claim and proceedings for or on account of any patent rights, design, trade mark or other protected rights arising from any use of materials, equipment, processes, inventions and methods which have not been imposed on the attending party by the terms of the contract or the specifications or drawings forming part thereof.

32.0 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 dated 6th January, 2017 available in OIL's website www.oil-india.com

33.0 PERFORMANCE SECURITY:

The Contractor has furnished Performance Security for an amount of Rs. _____ (Rupees _____) [*Not to be filled up by while submitting the Bid. This will be filled up by OIL subsequent to award of contract to the successful bidder*] vide Bank Guarantee No. _____ issued by _____ and validity up to _____. The Performance Security shall be valid up to 90 days beyond contract completion period. The performance security shall be payable to Company as compensation for any loss resulting from Contractor's failure to fulfil their obligations under the Contract. In the event of extension of the Contract period, the Contractor shall suitably extend the validity of the Performance Security. The "Performance Security" will be refunded to the contractor not later than 30 days following its expiry, but part or whole of which shall be used by the Company in realisation of liquidated damages or claims, if any or for adjustment of compensation or loss due to the Company for any reason.

(END OF SECTION-IV)

SCOPE OF WORK AND SPECIAL TERMS & CONDITIONS**1.0 INTRODUCTION:**

1.1 Oil India Limited desires to engage a competent third party agency to provide end-to-end solution for online recruitment services for recruitment in executive cadre. The agency has to provide all services and infrastructure ranging from online application management, preparation of questions and holding of Computer Based Test (CBT), allotment and preparation of test centres, provide invigilators etc. including preparation of questions with full security arrangements along with the assistance of appropriate authorities, scrutiny and evaluate CBT, prepare the results and handing over the same to OIL including certified mark-sheets and all other necessary documents, post recruitment database management, assisting in addressing and sorting out RTI Queries, Court cases etc. pertaining to the recruitment.

2.0 DETAILED SCOPE OF WORK:**2.1 COLLECTION OF APPLICATIONS FEES THROUGH ONLINE MODE OF RECEIPT:**

a. The agency shall be responsible for opening of ESCROW ACCOUNT for collection of applications fees through online mode of receipt as per conditions specified in Para-5.0 of this section.

2.2 PRE-EXAMINATION PHASE:

a. The Selected Agency is expected to prepare and share the examination plan and design the examination processes as follows:

- i) Complete Security management processes
 - Physical Security
 - Information Security
 - Server Security
 - Network Security
- ii) Candidate handling process
 - Registration of Candidates through a dedicated web portal which shall allow candidates to upload soft copies of their required documents.
 - Provision of review and save as draft option to avoid multiple registration by candidates.
 - Providing payment gateway linked to ESCROW ACCOUNT for online submission of Examination fees.
 - Scrutiny of candidates and generation of records including soft copy of candidates and their application master data.
 - Mapping of candidates details with Exam Centres.
 - Validation and verification of identity.
 - Attendance (Photograph) and biometric (like finger impression, image capturing etc.) handling as per the norms in force.
 - Machine/seat allocation and handling of security parameters.
 - Bulk/individualized SMS
 - Bulk/individualized emails.
 - Helpdesk number for responding to queries in consultation with OIL.
 - Any other process relating to conduct of Examination.

b. The Selected Agency shall prepare and provide Standard Operating Procedure (SOP) for all processes for safe and secure conduct of examination within the Scope of Work of the tender / contract, but not limited to.

c. Examination Centre Administrator shall act as Examination Superintendent (ES). The Examination Superintendent appointed by the selected agency, shall

- depute the Invigilators and Examination staff to supervise the examination proceedings.
- d. The Selected Agency shall provide Hardware and Software required at all stages of the examination.
- e. Devices and systems to be used for authentication and audit trail mechanisms required for Exam.
- f. The required Hardware, Software, networking including Internet (leased line) shall be installed by the Selected Agency on lease/rent basis, whose cost would be covered under the commercial bid.
- g. The Selected Agency shall create question papers, moderation, translation and encryption. The question paper of every candidate should have randomized questions and Multiple Choice Question responses on the consoles at various test centres. The test engine should have capability to allow/disallow the revisiting of questions as per the requirement of OIL.
- h. The selected agency shall hire faculty or alumnus of IIT/IIM/Reputed NITs/ Reputed / Specialized Colleges/Institutes for creating question papers based on syllabus provided by OIL.
- i. Decryption of the question papers at the specified time.
- j. Selected Agency will identify infrastructure of exam centres and accredit the same after ensuring necessary arrangement that exists as per standards defined in the tender / contract. It must be clearly defined and ensure availability of exam centre on all the dates as per schedule of Computer Based Exam for full day and comply with all the standards set for Exam Centres in the tender. The selected agency will also visit each of such accredited centres and plan to ensure necessary updation to meet defined standards.
- k. The Selected Agency shall identify required Exam Centres in each of the cities/ Towns Pan-India (namelt Delhi, Kolkata, Guwahati, Hyderabad, Jaipur and Bhubaneswar) ensuring that minimum 10% of the systems are additionally available as backup per shift i.e. if 100 systems are going to be used, the centre shall have 110 systems available per shift.
- l. The Selected Agency shall arrange/provide partition / cardboard canopy to each system to restrain candidates from copying/viewing the monitors of other candidates.
- m. The Selected Agency shall arrange/provide adequate displays and provide required instructions/information to the candidates appearing for exam at Exam Centres.
- n. The Selected Agency shall ensure that all Exam Centres have the prescribed Hardware, Software, Internet and LAN connectivity for conducting Examination.
- o. The Selected Agency shall ensure that UPS facilities and Generator facility are available at each Exam Centre for un-interrupted power. The Power backup of the UPS/ power Generators shall have at least 5 hours to power back up support all the systems, server and CCTV and other electrical and electronic items involved in examination process.

- p. The Selected Agency shall ensure pre-check of Exam Centres for the following before conduct of CBT for smooth execution:
- Hardware, Operating System, Processor Speed, RAM, Network and internet connectivity, Key Boards etc.
 - Software-Screen resolution, bandwidth for internet and LAN connectivity, Browser.
 - Working condition of UPS and Generator.
- q. The Selected Agency shall ensure suitable drinking water and separate toilet facilities for both Boys and Girls at each examination centre.
- r. The Selected Agency shall provide a facility to candidates for static mock link for mock test within a mutually agreed timeline. The same facility should also be available online to be run through web server of the service provider. The mock test should be a replica of the examination.
- s. The Selected Agency shall provide help to candidates through a Help desk ensuring service quality as mentioned below.
- t. The Selected Agency shall host and manage the examination process through intranet based solution at Exam Centres.
- u. The Selected Agency shall ensure checking of original ID Proof and admit card of the candidates at the examination gate. Individual password shall be given to each candidate by the Selected Agency at the examination centre after verification of the documents.
- v. The Selected Agency shall ensure that the Signature of the candidate is taken in the attendance sheet and verification of the signature in attendance sheet is done vis-à-vis the signature in the admit card. OIL may depute Observers at any centre as per their discretion.
- w. The Selected Agency shall ensure complete registration process of the candidates (digital photo, finger print etc.) and allow candidates to appear for exam at Exam Centre through pre-allotted seat/machine. The biometrics taken at this stage shall be used later on for authentication purposes.
- x. The Selected Agency shall obtain the finger print and Photograph of the candidates and store the same in the database. These details shall be handed over to the OIL within 30 days from the day of examination or the time period given by OIL, whichever is earlier.

2.2 EXAMINATION PHASE:

- a. The Selected Agency shall provide adequately trained manpower in each examination centre.

Each Exam Centre should have the following personnel, as described below, to be deployed by the Selected Agency:

- i. Exam Centre Administrator
- ii. IT Manager
- iii. Invigilators
- iv. Support Staff
- v. Security Guards
- vi. Menial staff including electrician, peons/waterman etc.

The above staff should be deputed by the selected agency in appropriate number on the basis of size of the centre in terms of nodes for exam to ensure smooth conduct of computer based test.

- b. Verification of candidates and capturing finger prints, photographs etc. shall be started well ahead of examination at least one hour before.
- c. All the candidates must be thoroughly physically frisked before they are allowed to enter the examination hall.
- d. No candidates shall be allowed to carry any electronic items or any other materials except the Hall ticket.
- e. No candidate shall be allowed to enter into the examination hall / lab without valid hall ticket.
- f. Systems/nodes may be allotted to the candidates in a randomized manner. No candidate shall be allowed to choose the system/nodes.
- g. The Examination shall be computer based with the questions being provided onscreen on a random basis with multiple choice answers, without any manual intervention.
- h. Candidates should not be allowed to the examination centre/ lab after the commencement of examination. No candidate is allowed to leave the examination hall till the closure of examination. Exceptions may be allowed in case of conditions such as medical emergency etc.
- i. Sufficient time of 10 minutes shall be allotted before the exam for providing orientation to the candidates on the structure of the exam, time limits and guidelines for answering the questions.
- j. Computer based exam software should support standard features such as time left, flag questions for review, navigation to unanswered questions etc. and prompt for submission.
- k. The LAN set up shall be virus free and fire-walled. The terminals and the servers including the backups shall also be virus free.

1. **Minimum Candidate System Pre-requisites:**

1. Should have compatible Operating System (OS)	
2. Browser version should be supported by Application Software	
3. Browser default settings to be set as	Java Script enabled Pop-up blocker disabled Under 'Settings' of 'Temporary Internet Files' set 'Check for newer versions of stored pages' to 'Every visit to the page'. Proxy disabled (Direct Internet)
4. USB disabled, Keyboard disabled during exam after login	

m. **Minimum Exam Centre Server Pre-requisites:**

1. Operating system should be Compatible for candidate's system as clients, must meet the performance criteria	
2. Performance Criteria	Must support all the clients of particular centre without any perceivable degradation in performance. All mouse/key clicks are to be recorded for each

	client with time stamp for audit purposes. Response time for question/page loading must be less than one second. All responses to be acted upon in real time.
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- n. To host the test and manage the test delivery process, computer systems and servers and LAN shall be suitable enough to handle the traffic in real time with proper backup and redundancy at each level.
- o. Required number of servers (at least 2) for a centre must be provided by the Selected Agency for assured performance. Additional equivalent and suitable servers for backup and mirror services will need to be provided by the Selected Agency.
- p. The selected agency shall display the schedule and instructions on the notice board of the institution/exam centre at the reception area as well as outside the computer lab (examination hall).
- q. While exam will be conducted on local LAN, data of test progress should be transferred to central server every 15 minutes for monitoring purposes. Each and every time of transfer, complete data shall be sent in encrypted format.
- r. The Selected Agency shall maintain audit trails of all activities of the candidate (click by click) during the course of the examination.
- s. The Selected Agency shall provide adequate blank paper sheet/s and other required stationery to the candidates as per requirement following the instructions from OIL from time to time.
- t. The Selected Agency shall have a contingency plan for Candidate management/Shifting in case of any emergency.
- u. The Selected Agency shall obtain candidate's feedback through online Feed Back Form after completion of CBT, which shall not be mandatory.
- v. The Selected Agency shall monitor and supervise Exam Centre activities on monitoring console to be installed by the Selected Agency in OIL office at NOIDA. The data should be real time data generated from each Exam Centre during the examination.
- w. At the end of the exam, transfer/export of candidate response and audit trails shall be done by the Selected Agency on secured channel from local server to Central server of the Selected Agency within one Hour from each exam centre. The response data of test along with other data such as attendance sheet with admit cards of appeared candidates, fingerprint, photograph, seating plan etc. shall also be provided to OIL along with other data within 30 days of conduct of Computer Based Examination.
- x. After conducting the exam and uploading the candidate responses successfully from all the examination centres, the selected agency will ensure that candidate responses are stored safely in more than one data centres in encrypted manner and hash value of the response of each candidate is stored in safe repository located in Data Centre, safely. Apart from this, the Agency will also ensure that audit trail and logs are properly maintained at different levels.

2.3 POST EXAMINATION PHASE:

- a. The candidate's responses, biometric, photograph, audit trails should be uploaded automatically from the local server to data centre in a secure manner. There should not be any traces of data pertaining to candidate, left in the local exam server.
- b. The Selected Agency should be able to hand over the raw responses/data to OIL after the candidate's response upload from local exam server.
- c. Response sheet along with answer keys shall be hosted to the candidates within 48 hours after conducting of exam or at the time suggested by OIL from time to time.
- d. The Selected Agency shall design a challenge window to the candidate so that they can challenge the questions and answers in case of any error. Challenge window shall be opened for 3 working days from the date of hosting key answers, to submit any query/grievances with authentic proofs in the prescribed Performa for each question separately. The said Performa shall be prepared by the selected Agency. The Selected Agency shall resolve the grievance within 15 working days and submit all such grievances so collected through challenge window along with the resolution details to OIL for information and record.
- e. The Selected Agency shall provide documented inputs and support for handling:
 - i) Candidates queries
 - ii) RTI queries
 - iii) Court Cases
- f. The Selected Agency shall ensure Generation of Merit list based on the key, rules/validation shared by OIL.
- g. The Selected Agency shall subsequently issue interview call letters to candidates as per list of candidates along with allocated interview centres.
- h. On the date(s) of the interview(s), the Selected Agency shall arrange for authentication of biometrics of the candidates shortlisted for interviews at the respective interview centre(s) with respect to the biometrics captured on the examination day.

2.4 CCTV SURVEILLANCE:

- a. The agency has to arrange for Live feed of CCTV footage (Streaming) across all the exam centres at a centralized location for monitoring on real time basis. The centralized location for monitoring of Live feed of CCTV shall be handled by designated & competent personnel of the agency along with designated official(s) of OIL.
- b. At least 2 CCTV cameras should be installed diagonally in an exam centre having seating capacity of 50 Candidates. Subsequently, 2 additional CCTV Cameras will be required for each additional 50 Candidates.
- c. CCTV footages should be delivered to OIL within 30 days from the date of examination.

d. The Selected Agency will be required to store CCTV camera feeds with necessary metadata in data centre server for all the Computer Based Exam within 24 hours after the examination.

e. The local Server located in the Examination venues should also be in CCTV Surveillance and the feeds of the same also to be supplied to the OIL.

2.5 RECEIPT OF ONLINE APPLICATION AND APPLICANTS' DATABASE MANAGEMENT:

a. The agency shall ensure receipt of applications for open recruitment exercises through web enabled Application System round the clock in the server owned/ hired by the agency. The maximum timeframe for the receipt of applications shall be finalised and notified by OIL in due course as per the requirement.

b. The agency will ensure data integrity by taking all necessary precautions as per standard practices including having back-up server facility. In case the agency hires a server, extra precautions shall be ensured by them for data integrity in the 3rd party server.

c. The on-line application module will operate round the clock. The agency has to ensure uninterrupted availability of their server throughout the period notified for receiving applications. The agency must have the ability to switch over to the back-up server in case of failure of a server. No down-time of the server beyond 2 hours will be allowed.

d. The date of commencement and closure of receipt of application will be as per the stipulated time, decided by OIL. The agency has to ensure operation of the server for the period stipulated by OIL.

e. The on-line application module will be designed to capture the information pertaining to the candidate. For capturing information of definite nature like Post Code, Post etc., drop-down options will be provided. For capturing rest of the information free-text fields with pre-defined text length to be provided. The detailed formats for recruiting suitable persons, will be finalized in consultation with OIL.

f. The application module will have checks and locks in the fields regarding the type of input to be accepted by the fields. The common amongst such locks will be:

- i. **Category** (Gen/OBC (NCL)/SC/ST/PwD/EWS, etc.) - to be selected from drop-down options. If a candidate chooses his/her category as anyone with the reservation benefits, he/she should be mandatorily directed to upload scanned copy of valid documentary proof, else the next step of registration will not be prompted towards successful completion of online application process. Candidates with benchmark disabilities desirous to use his/her own scribe/reader facility at own cost and arrangement should have the choice to choose appropriate option while applying online and upload facility for scanned copy of relevant declaration by the candidate such as **(i)** Certificate in the specified format to the effect that the person concerned has physical limitation to write, and scribe is essential to write examination on his/her behalf, from the Chief Medical Officer/Civil Surgeon/Medical Superintendent of a govt health care institution, **(ii)** Declaration by the candidate/scribe in the specified format showing that the qualification of the scribe is one step below the qualification of the candidate appearing for the test/s **(iii)** Specimen Signature & coloured passport photograph of the scribe.

- ii. **Date of birth** - as per format specified the system should automatically calculate the age of the candidate as on the cut-off date given at the time of application and debar candidates who are over aged. The condition for rejection will be dynamic as per the guidelines to be provided by OIL. Combination will vary for the candidates according to the category of the candidates like General, OBC (NCL), SC/ST, PwD, Ex-Serviceman in isolation or in combination.
- iii. **Recent photograph and signature** - Mandatory field for uploading most recent coloured passport photograph and signature of the candidate while applying through the online system.
- iv. **Percentage (%) of Marks in qualifying degree examination** -Activated control as defined by OIL. The system should reject candidature of those not having the required % of Marks in qualifying degree examination. If the candidate gives input within eligible range, the system should mandatorily direct the applicant to upload scanned copy of valid mark-sheet.
- v. **Course Duration** - Full time/ Part-time - to be selected from drop down option. Candidature to be accepted or rejected based on rules to be defined by OIL.
- vi. **Percentage (%) & Type of Disability** - to be entered by the candidate. System should reject candidature based on rules to be specified by OIL.
- vii. **Internal Candidates** - to be selected from drop down. Relevant Part of the application to be made available to candidates as per rules set by OIL.
- g. On submitting the application, a unique OIL Recruitment ID (OILRID) should be generated. The agency will put in place a system to recover this Unique OILRID, if the candidate forgets/misplaces this OILRID.
- h. Application module should provide facility to save, retrieve and modify incomplete applications round the clock while applying online up till a specific date and time. Candidates should be able to access incomplete applications by using combination of the OILRID and Date of Birth of the candidate.
- i. On final submission of the application, a printable format of the application will be available, which the candidate may save in non-editable pdf format and take print. The module will let the candidate access this and take print on later date also, till completion of a time schedule as specified by OIL.
- j. The module will have facility to send auto-generated e-mail from designated mail ID confirming successful submission of application on the registered e-mail id of the applicant. The text for the same will be provided by OIL.
- k. The agency shall develop facility for sending bulk SMS and on receiving the application successfully, the candidates will receive an SMS on their registered mobile number. The text for the same will be provided by OIL.
- l. The agency will also have centralized help desk/ call centre facilities with min. 02 resource person/executives on 8 hours X 7 days basis to answer to the queries of the candidates regarding their difficulties in filling-in the on-line application. The agency will also have a dedicated e-mail address to handle on-line application related queries of the candidates. Any query, which can't be answered by the agency, should be forwarded to HR team of OIL. The agency should also

provide daily call-log details, queries raised and resolution offered and intimate OIL via email and online MIS. The cost towards having 'Call Centre' facility shall be borne by the agency.

m. Access to the database to be given to the authorized representative(s) from OIL, who will act as co-system administrator. He will have the facility of checking status of applications received online with download facilities.

n. The agency will provide the details of the status of the applications on daily basis to OIL including the information about the number of registered candidates, number of completed applications etc. The complete master data of all applications received will be provided to OIL after the last date of closing of application.

o. The module should have facility for generating MIS consisting of various reports and statistical data of the applicants in different combinations as required by OIL from time to time on-line and on real-time basis.

p. The agency should provide complete data of the candidates on CD/ on-line within 2 days after the last date of receipt of application for the concerned recruitment exercise.

q. The on-line application module will also have facilities to host different documents like Detailed Advertisement, FAQs, different declaration forms, format for caste certificates, pro-forma certificate for person with benchmark disabilities to use scribe/reader and also Undertaking/Declaration format for use of such facility etc., which may be downloaded by the candidates as and when required.

r. Integration of the eligible list of candidates will have to be done for CBT and issue of online Admit Cards after scrutiny of the applications through error free system algorithms. While generating admit cards online, the following point are to be adhered as well:

- i) Randomization of candidate data and randomized generation of examination/ test unique roll no.
- ii) Allocation of candidates in various test centres in system, based on pre-defined parameter as agreed with OIL.
- iii) Generation of admission/admit card in online system.
- iv) Randomize allotment of seats to candidate to appear in CBT.
- v) System generated exam roll list detailing centre wise allocation of the candidates and MIS report in other required combination.
- vi) Facility to send non-editable admit card in pdf format containing candidate details, specimen signature & coloured passport photograph of the candidate, specimen signature & coloured passport photograph of the scribe, (if desired to be used by persons with benchmark disabilities), registration no./test date/location/time/address/ instructions etc. to candidates' registered email id at least 15 days prior to scheduled examination/test. Simultaneously SMS alert should be sent notifying issuance of online admit card. Candidate should also be able to download the admit card from recruitment portal.

s. In addition to the above, the agency should carry out any further improvement/ development of the module as felt necessary by OIL HR team for enhancing the efficiency of the module without any additional cost/ financial implication to OIL.

2.6 CLEANING OF DATA, PREPARATION OF SHORTLIST AND HOSTING SHORTLIST:

- a. Post closing date of receipt of application, the agency should clean the data to eliminate multiple applications of the same candidate, identification of dummy applications/ candidates. The system generated Registration Nos./IDs should be unique in nature to prevent any possibility of use by more than one candidate.
- b. The module will prepare a report after scrutiny of the applications and provide the shortlist to the agency.
- c. On verification of the shortlist by OIL and upon clearance from OIL, the shortlist to be announced on-line on the website of OIL. The candidates should be able to check their status by entering a combination of their personal information like OILRID and date of birth.
- d. The agency will assign centres for Computer Based Online Test for each of the candidates and share the information with OIL.
- e. Each candidate shortlisted for Computer Based Online Test will be advised to upload their most recent photograph (preferably the same used by them for applying in OIL) and also his/her signature in the system. On uploading the same, the system will let them download their Written Test Call Letters. Each Written Test call letter will carry the photograph and signature of the candidates along with their date and time of Written Test and its venue(s) along with other instructions.
- f. For those, not shortlisted or qualified for CBT, a general regret message will appear on the screen. The text of the message will be provided by OIL.
- g. In addition to the above, the agency should carry out further improvement/ development of the module as felt necessary by OIL HR team for enhancing the efficiency of the module without any additional cost/ financial implication to OIL.

2.7 PREPARATION OF QUESTION PAPERS, CONDUCT OF COMPUTER BASED ONLINE TEST AND DECLARATION OF RESULTS:

- a. The agency will prepare the Question Papers for the disciplines as desired by OIL. They will also carry out the moderation of the question papers. The number & type of sections per question paper would be intimated by OIL as per the requirement.
- b. Creation of confidential online content i.e. Multiple Choice Questions with distracters and answers for online response by the candidates - The same shall be developed by confidential team of the agency's own/empanelled subject matter experts as per the Scheme and Syllabus provided by OIL for the required posts.
- c. The agency shall not keep any databank for setting up the questions. Each examination should be treated as fresh and battery of question papers are to be set afresh according to the requirement of the assignment.
- d. The number of questions per question paper, total marks, weightage (mark) of each question and the duration of examination will be decided by OIL and intimated to the agency against each recruitment exercise.
- e. The agency should publish the Questions and Provisional Answer Keys at OIL's website after completion of the Computer Based Online Test. They should also publish Notice inviting Objections / Exceptions to Questions and Answer Keys from

Candidates. The agency should host link for Online Objection Management System for Addressing Grievances of Candidates, w.r.t. Questions and Answer Keys.

f. The examination centres should be finalized by the agency and informed to OIL at least 10 (ten) days in advance. The cities where OIL wants to conduct the Computer Based Written Test for each recruitment exercise will be informed by OIL.

g. The agency will be responsible for the entire exercise of conducting the Computer Based Written Test.

h. The agency should set up Facilitation Counter one day prior to the Examination for issuance of Duplicate Admit Cards and also address the grievances of candidates, if any.

i. The agency should prepare the Final Results and submit to the authorized designated officials of OIL.

3.0 ADDITIONAL SCOPE OF WORK:

a. The complete platform system should be hosted within India and for the same; the agency has to give an undertaking confirming the address of the data center wherein the platform is hosted. The same needs to be produced along with Preliminary Project Report.

b. The system should have the capacity of receiving online applications to the tune of 1,00,000.

c. The system should be able to handle load of 1,00,000 visitors in a day, with minimum 4000 concurrent visitors.

d. At least one representative of the agency, who will be accessible on 24 x 7 basis, be designated to liaise with OIL for trouble shooting, etc.

e. Standards of Performance: The job is to be carried out following the best standards currently prevailing for Information Technology security such as encrypting the question paper with 256-bit SSL security and others if necessary.

f. Responsibilities of the agency:

i. Resource and Project Management as per Scope of the work.

ii. Completion of the work as mentioned in the Scope of the work.

iii. The agency shall arrange all the required Hardware and Software such as servers at datacenter, servers at examination centres, candidate systems at examination centres etc. including all kinds of consumables and manpower required for executing the contract awarded at their cost.

iv. The agency shall be responsible for any other thing that is required for executing the contract awarded to the Vendor except those to be provided by OIL as stated in this tender document.

v. The agency will provide necessary training to the staff of OIL, if required, at the agency's corporate office.

- g. Testing:
 - i. The agency will thoroughly test the software at its site before its deployment on Production site for proper functioning (data entry, processing, and printing).
 - ii. OIL authority will scrutinize the software to certify the security, technicality and suitability of the developed software to meet the requirements of OIL. OIL will give the Final approval/ User Acceptance of the software and the system only after satisfactory performance.
- h. Database Management:
 - i. The agency will be responsible for end-to-end management of database on an ongoing basis to ensure smooth functioning of the same.
 - ii. The agency will undertake management of changes to webpage design, Database Scheme, Disk space, Storage, user roles.
 - iii. The agency will undertake performance monitoring and tuning of the databases on a regular basis including, preventive maintenance of the database as required.
 - iv. The agency will provide management of database upgrade or patch upgrade as and when required with minimum Downtime.
 - v. The agency will take regular backups for all databases in accordance with the backup and archive policies and conduct recovery whenever required with appropriate permissions.
 - vi. The agency will provide and use DBA tools including Data Warehousing and Data Mining Tools related to performing database creation, maintenance, and database monitoring tasks.
 - vii. After rectifying the mistakes, if any, and after all the processing is over, all the data should be handed over to the OIL authority in the required database structure like latest version of MS Excel, CSV, and ORACLE etc.
 - viii. All the data relating to the recruitment will be given to OIL within two days after the last date for receipt of application.
 - ix. The Vendor should ensure that the Data Processing is absolutely error free.
 - x. If any problem in understanding the requirement of processing arises, the matter should be discussed with the concerned OIL Officers before proceeding further.
- i. Disaster Recovery:
 - i. The regular backup of all the data will be maintained as well as the Data Bases exported in different Database format will be stored in a secured place in a different seismic zone as per the directive of OIL and back up will also be given to OIL.
 - ii. In case of any Disaster, such as Fire, Flood, Terrorist threat, Mishandling or other disruptive event, the Vendor will restore / recover the data for the System to function from backup and continue to operate in a reasonable

period of time of 24 hrs. Proper documentation of the database backup is required to easily locate the physical data / data in the server/network

- j. For additional security during entry of the candidates into the centres, frisking through Hand Held Metal Detectors (HHMD) shall be provided by the agency.

4.0 TIME SCHEDULE: The time schedule shall be as under:

Sl. No.	Activity	Duration (in days)
1	Design, development & testing of tailor-made software for registration of on-line applications Note: One time activity for a particular year	14 Days from receipt of complete and final advertisement text from OIL
2	Duration of gateway for on-line registration of applications.	30 (Tentative)
3	<ul style="list-style-type: none"> Preparation of Question Paper for the advertised post, Moderation and Translation of QPs. Identification and Fixation of computer based test/online examination centers. 	14 Days from receipt of syllabus from OIL Note: Shall run concurrently with Sl. No. 2 above
4	Finalization of data and Generation of Roll range of the candidates for each city and center	07
5	<ul style="list-style-type: none"> Dispatch of Admit Card through email and hosting in OIL's website. Preparation of Soft copies of encrypted QPs for computer based test/ examination 	14
6	Setting-up of Facilitation Center one day prior to the Examination for issuance of Duplicate Admit Cards and also address the grievances of the candidates	01
7	Conduct of computer based test/ examination in the cities as per the advertisement released by OIL or as mutually decided by the agency and OIL	01
8	Objective Management: Notice of OIL's website inviting concerns of the candidates related to questions and answer keys of the examination, if any	10
9	Review of Objections of questions and answer keys, if any, from the candidates	07
10	Preparation of Final Results and submission to OIL	05
Total Duration for a recruitment cycle, i.e from start of gateway for on-line registration of applications to preparation of Final Results and submission to OIL = 2+4+5+6+7+8+9+10		75 days

5.0 SPECIAL TERMS & CONDITIONS:

a. **ESCROW ACCOUNT:**

- i. The term ESCROW ACCOUNT shall mean a new account which shall be opened for collecting applications money against recruitment notification of OIL which shall be closed after closing of applications and fees receipt window in the recruitment portal.
- ii. OIL shall authorize the agency to open a new ESCROW ACCOUNT for receipt of applications money for any recruitment notification authorized by OIL, in any Nationalized / Scheduled Bank as per rules and regulations issued by Reserve Bank of India (RBI).

- iii. All application money against recruitment notification issued by OIL shall be collected by the agency in the ESCROW ACCOUNT referred above through online mode of receipt of payment.
 - iv. All arrangements for online mode of receipt of application money shall be the responsibility of the agency, who will be authorized to make agreement with service providers such as bill desk, payU etc. for successful implementation of the project with justification and due intimation to OIL.
 - v. The agency shall be solely responsible for all reconciliation of money with the receipt of applications on daily basis with complete information to OIL from time to time.
 - vi. The agency shall transfer the entire amount to OIL after close of application and fees receipt window of Recruitment along with interest earned during the period for which ESCROW ACCOUNT remains operational.
- b. The Selected Agency will have to carry/demonstrate complete System Test Run (STR) with test data to OIL before implementation of the software. The Selected Agency should also be able to demonstrate click by click audit trail for any type of enquiry.
 - c. The Agency should also be able to demonstrate Application server logs to capture all errors, warnings and exceptions that are generated in applications along with the time at which they occurred.
 - d. **Test Data Archiving:** The Selected Agency shall archive the result and other examination data for future references up to a specified, as per mutual agreement between OIL and the Selected Agency.
 - e. The agency shall be single point of contact with OIL and shall be solely responsible for the execution and delivery of the work. The agency will provide complete end-to-end solution including examination delivery software.
 - f. The agency must employ multiple backup systems including offline backups to securely maintain the software and its corresponding source code.
 - g. The agency should ensure a highly secure system and conduct security tests to verify that there are no vulnerabilities that can make the system susceptible to attacks. Comprehensive testing of source code, business binaries and the infrastructure must be carried out.
 - h. Adequate emergency management plans towards any crisis situations / redundancy of servers, nodes, additional centre locations, candidates' data etc. should be maintained by the selected agency.
 - i. The CBT software should meet the cyber security audit requirements as specified by MeitY, Government of India, i.e. audited and certified by Cert-In's empaneled agency.
 - j. Total Cost for a recruitment cycle (TCR) in a particular year shall be worked out as follows:

TCR = [Contract Slab Rate corresponding to number of applicants for the particular year X Number of applicants in the recruitment cycle]

+

[Contract Rate towards Cost of setting up, moderation and translation of Question Paper for the particular year X Number of Question Papers in the recruitment cycle]

+

[Contract Rate towards Providing Live feed of CCTV footage (Streaming) for the particular year X Number of centres in the recruitment cycle]

+

[Contract Slab Rate towards providing services of frisking of candidates through Hand Held Metal Detectors (HHMD) X Number of applicants in the recruitment cycle]

k. Terms of payment shall be as under:

i. Payment towards Software Development and maintenance for the respective year shall be made after completion of the development / maintenance including upgradation of the same to the satisfaction of OIL and go live for receipt of applications.

ii. Payment milestones for a recruitment cycle shall be as follows -

Payment milestone for a recruitment cycle	Payment Due
25% of the Total Cost for a recruitment cycle (TCR) in a particular year [worked out as per Clause 3.0 (l) above] shall be made after the last date of receipt of application	Within 10 (ten) working days of submission of undisputed invoice
25% of the Total Cost for a recruitment cycle (TCR) in a particular year [worked out as per Clause 3.0 (l) above] shall be made after release of Admit Cards	Within 10 (ten) working days of submission of undisputed invoice
25% of the Total Cost for a recruitment cycle (TCR) in a particular year [worked out as per Clause 3.0 (l) above] shall be made after conduct of examination	Within 10 (ten) working days of submission of undisputed invoice
25% of the Total Cost for a recruitment cycle (TCR) in a particular year [worked out as per Clause 3.0 (l) above] shall be made after submission of the results and other deliverables related to the recruitment cycle to OIL	Within 10 (ten) working days of submission of undisputed invoice

(END OF SECTION-V)

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 **Hiring of service provider for conducting recruitment of executives of Oil India Limited for a period of 04 years**. The Principal values full compliance with all relevant laws and regulations, and the principles of economic use of resources, and of fairness and transparency in its relations with its Bidder/s and Contractor/s.

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

Section: 1 -Commitments of the Principal

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

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

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

Section: 2 -Commitments of the Bidder/Contractor

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

1. The Bidder/Contractor will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or immaterial benefit which he/she is not legally entitled to, in order to obtain in

exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.

2. The Bidder/Contractor will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, Subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.

3. The Bidder/Contractor will not commit any offence under the relevant Anticorruption Laws of India; further the Bidder/Contractor will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

4. The Bidder/Contractor will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.

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

(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 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.

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

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.

(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.

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. 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 is a partnership or a consortium, this agreement must be, signed by all partners or consortium members.

(4) Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

.....
For the Principal

.....
For the Bidder/Contractor

Witness 1:

Witness 2:

Place.
Date .

(END OF SECTION-VI)

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 exempted from submission of Bid Bond? (To provide details if exempted)	Yes/ No
3.0	If NO to 2.0 above, Whether ORIGINAL Bid Bond (not copy of Bid Bond) Sent separately? If YES, provide details	Yes/ No
	(a) Amount :	
	(b) Name of issuing Bank :	
	(c) Validity of Bid Bond :	
4.0	Whether quoted offer validity of 120 (One Hundred Twenty) days from the original date of Technical bid opening?	Yes/ No
5.0	Whether all BRC/BEC clauses accepted?	Yes/ No
5.1	Whether documentary evidence submitted in support of requirements as per BEC/BRC?	Yes/ No
5.2	Whether Undertaking submitted as per Annexure-II 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
7.1	Whether confirmed to submit PBG as asked for in NIT?	Yes/ No
7.2	Whether agreed to submit Performance Security / Security Deposit within 2 weeks of the issue of Letter of Award?	Yes/ No
8.0	Whether confirmed acceptance of tender Payment Terms?	Yes/ No
9.1	Whether Integrity Pact accepted?	Yes/ No
9.2	Whether Integrity Pact uploaded along with Un-priced Techno-Commercial Bid?	Yes/ No
10.0	Whether quoted as per NIT (without any deviations)?	Yes/ No
10.1	Whether quoted any deviation?	Yes/ No
10.2	Whether deviation separately highlighted?	Yes/ No

Offer ref Dated

(END OF SECTION-VII)

GENERAL HEALTH, SAFETY & ENVIRONMENT (HSE) MEASURES

1. It will be solely the Contractor's responsibility to fulfill 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 him comply with the same requirement as the contractor himself and shall be liable for ensuring compliance all HSE laws by the sub or sub-sub contractors.
2. Every person deployed by the contractor in a mine must wear safety gadgets to be provided by the contractor. The Contractor shall provide proper Personnel Protective Equipment as per the hazard identified and risk assessed for the job and conforming to statutory requirement and company PPE schedule. Safety appliances like protective footwear, Safety Helmet and Full Body harness has to be DGMS approved. Necessary supportive document shall have to be submitted as proof. If the Contractor fails to provide the safety items as mentioned above to the working personnel, the Contractor may apply to the Company (OIL) for providing the same. OIL will provide the safety items, if available. But in turn, OIL will recover the actual cost of the items by deducting from Contractor's Bill. However, it will be the Contractor's sole responsibility to ensure that the persons engaged by him in the mines use the proper PPE while at work. All the safety gears mentioned above are to be provided to the working personnel before commencement of the work.
3. The Contractor shall prepare written Safe Operating Procedure (SOP) for the work to be carried out, including an assessment of risk, wherever possible and safe methods to deal with it/them. The SOP should clearly state the risk arising to men, machineries & material from the mining operation / operations to be done by the contractor and how it is to be managed.
4. The contractor shall provide a copy of the SOP to the person designated by the mine owner who shall be supervising the contractor's work.
5. Keep an up to date SOP and provide a copy of changes to a person designated by the Mine Owner /Agent /Manager.
6. Contractor has to ensure that all work is carried out in accordance with the Statute and SOP and for the purpose he may deploy adequate qualified and competent personnel for the purpose of carrying out the job in a safe manner. For work of a specified scope/nature, he should develop and provide to the mine owner a site specific code of practice in line.
7. All persons deployed by the contractor for working in a mine must undergo Mines Vocational Training, initial medical examination, PME. They should be issued cards stating the name of the contractor and the work and its validity period, indicating status of MVT, IME & PME.
8. The contractor shall submit to DGMS returns indicating - Name of his firm, Registration number, Name and address of person heading the firm, Nature of work, type of deployment of work persons, Number of work persons deployed, how many work persons hold VT Certificate, how many work persons undergone IME and type of medical coverage given to the work persons.
9. The return shall be submitted quarterly (by 10th of April, July, October & January) for contracts of more than one year. However, for contracts of less than one year, returns shall be submitted monthly.
10. 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.

11. 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.

12. Any compensation arising due to accident of the Contractor's personnel while carrying out the job, will be payable by the contractor.

13. The contractor shall have to report all incidents including near miss to Installation Manager / departmental representative of the concerned department of OIL.

14. The contractor has to keep a register of the persons employed by him/her. The contractor's supervisor shall take and maintain attendance of his men every day for the work, punctually.

15. If the company arranges any safety class / training for the working personnel at site (company employee, contractor worker, etc) the contractor will not have any objection to any such training.

16. The health check up of contractor's personnel is to be done by the contractor in authorized Health Centers as per OIL's requirement & proof of such test(s) is to be submitted to OIL. The frequency of periodic medical examinations should be every five years for the employees below 45 years of age and every three years for employees of 45 years of age and above.

17. To arrange daily tool box meeting and regular site safety meetings and maintain records.

18. Records of daily attendance, accident report etc. are to be maintained in Form B, E, J (as per Mines Rules 1955) by the contractor.

19. A contractor employee must, while at work, take reasonable care for the health and safety of people who are at the employee's place of work and who may be affected by the employee's act or omissions at work.

20. A contractor employee must, while at work, cooperate with his or her employer or other persons so far as is necessary to enable compliance with any requirement under the act or the regulations that is imposed in the interest of health, safety and welfare of the employee or any other person.

21. Contractor's arrangements for health and safety management shall be consistent with those for the mine owner.

22. In case Contractor is found non-compliant of HSE laws as required company will have the right for directing the contractor to take action to comply with the requirements, and for further non-compliance, the contractor will be penalized prevailing relevant Acts/Rules/Regulations.

23. 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 will have the right to direct the contractor to cease work until the non-compliance is corrected.

24. The contractor should prevent the frequent change of his contractual employees as far as practicable.

25. The contractor should frame a mutually agreed bridging document between OIL & the contractor with roles and responsibilities clearly defined.

26. For any HSE matters not specified in the contract document, the contractor will abide the relevant and prevailing Acts/rules/regulations/ pertaining to Health, Safety and Environment.

(END OF SECTION-VIII)

BIDDING FORMAT (PRICE BID)										
Name of Bidder:										
Sl. No.	Description	UoM	Est. Qty	Rates to be quoted by Bidders (Rs.), exclusive of GST				Total Quoted Amount (Rs.), exclusive of GST	GST Rate on Total Quoted Amount (in %)	Total Quoted Amount (Rs.), inclusive of GST
				FY 2020-21	FY 2021-22	FY 2022-23	FY 2023-24			
(a)	(b)	(c)	(d)	(e)	(f)	(g)	(h)	(i) = d*(e+f+g+h)	(j)	(k) = (i) + (i)*(j)
1	Software development and maintenance	Lumpsum	1.00					0.00		0.00
2	Application receipt to result declaration	No. of applications per recruitment cycle (Up to 5,000)	5,000.00					0.00		0.00
		No. of applications per recruitment cycle (Up to 5,001 to 10,000)	10,000.00					0.00		0.00
		No. of applications per recruitment cycle (10,001 to 25,000)	25,000.00					0.00		0.00
		No. of applications per recruitment cycle (25,001 to 50,000)	50,000.00					0.00		0.00
		No. of applications per recruitment cycle (Above 50,001)	1,00,000.00					0.00		0.00
3	Cost of setting up, moderation and translation of Question Paper (QP)	No. of Question Papers per recruitment cycle	16.00					0.00		0.00
4	Providing Live feed of CCTV footage (Streaming) for real time monitoring of CBT for centres across PAN India.	No. of centres per recruitment cycle	36.00					0.00		0.00
5	Providing services of frisking of candidates through Hand Held Metal Detectors (HHMD)	No. of applications per recruitment cycle (Up to 5,000)	5,000.00					0.00		0.00
		No. of applications per recruitment cycle (Up to 5,001 to 10,000)	10,000.00					0.00		0.00
		No. of applications per recruitment cycle (10,001 to 25,000)	25,000.00					0.00		0.00
		No. of candidates per recruitment cycle (25,001 to 50,000)	50,000.00					0.00		0.00
		No. of candidates per recruitment cycle (Above 50,001)	1,00,000.00					0.00		0.00
Total Quoted Contract Cost (Rs.), inclusive of GST										0.00

CONFIDENTIALITY AND NON- DISCLOSURE AGREEMENT

This confidentiality and non-disclosure agreement is executed on..... ' 20__ between

M/s.....

AND

OIL INDIA LIMITED (hereinafter referred to as OIL), a Government of India Enterprise having its registered office at Duliajan-786602, District Dibrugarh, Assam, 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 **“Hiring of service provider for conducting recruitment of executives of Oil India Limited for a period of 04 years”**. 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 20__.

M/s.....

By: _____ Witness: _____

Title: _____ Title: _____

Date: _____ Date: _____

OIL INDIA LIMITED

By: _____ Witness: _____

Title: _____ Title: _____

Date: _____ Date: _____

(END OF ANNEXURE-I)

**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. CLI4170L21 Dated 16.04.2020

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)

BID FORM

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

Sub: TENDER No. CLI4170L21

Gentlemen,

Having examined the General Terms & Conditions, Special Conditions of Contract, Scope of Work & Other Conditions of Contract and Schedule of Rates 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 for the sum of _____ **“NOT TO BE QUOTED HERE WHILE SUBMITTING ALONG WITH UN-PRICED TECHNO-COMMERCIAL (TECHNICAL) BID”** *(Total Bid Amount in words and figures)* or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Bid.

We undertake, if our Bid is accepted, to commence the work as per the terms & conditions set out in the subject tender.

We agree to abide by this Bid for a period of 120 days from the original date fixed for Technical Bid opening 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 _____ 2020.

Authorised Person's Signature: _____

Name: _____

Designation: _____

Seal of the Bidder:

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.

YEAR	TURN OVER In INR (Rs.)	NET WORTH 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 NOTE-II UNDER
CLAUSE 1.2 OF BEC/BRC OF TENDER NO. CLI4170L21**

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 BEC-BRC)

(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:

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

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

Sir,

Sub: OIL's TENDER No. CLI4170L21

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. **CLI4170L21** for **Hiring of service provider for conducting recruitment of executives of Oil India Limited for a period of 04 years.**

Yours Faithfully,

Authorised Person's Signature: _____

Name: _____

Signature of Bidder: _____

Name: _____

Date: _____

PROFORMA LETTER OF AUTHORITY

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

Dear Sir,

SUB: OIL TENDER No. CLI4170L21

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. **CLI4170L21** for **Hiring of
service provider for conducting recruitment of executives of Oil India Limited for a
period of 04 years** 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:

Signature of Bidder with Official Seal

FORM OF BID SECURITY (BANK GUARANTEE FORMAT)

To:

M/s. OIL INDIA LIMITED,

C&P DEPARTMENT,

PLOT NO. 19, SECTOR-16A, NOIDA-201 301, UTTAR PRADESH

WHEREAS, (Name of Bidder) _____ (hereinafter called "the Bidder") has submitted their offer Dated _____ for the provision of certain services (hereinafter called "the Bid") against OIL INDIA LIMITED, Duliajan, Assam, India (hereinafter called the Company)'s Tender No. _____ KNOW ALL MEN BY these presents that we (Name of Bank) _____ of (Name of Country) _____ having our registered office at _____ (hereinafter called "Bank") are bound unto the 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

said Bank this ____ day of _____ 20__

THE CONDITIONS of these obligations are:

1. If the Bidder withdraws their Bid within its original/extended validity; or
2. The Bidder modifies/revises their bid suomoto; or
3. The Bidder does not accept the contract; or
4. The Bidder does not furnish Performance Security Deposit within the stipulated time as per tender/contract; or
5. If it is established that the Bidder has submitted fraudulent documents or has indulged into corrupt and fraudulent practice.

We undertake to pay to Company up to the above amount upon receipt of its first written demand (by way of letter/fax/cable), 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 any of the conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to and including the date (**--/--/--) and any demand in respect thereof should 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:

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

SIGNATURE AND SEAL OF THE GUARANTORS _____

Name of Bank & Address _____

Witness _____

(Signature, Name and Address)

Date: _____

Place: _____

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

** Validity of Bank Guarantee should be as specified in the tender document.

FORM OF PERFORMANCE BANK GUARANTEE

To:

M/s. Oil India Limited,
Plot No. 19, Sector-16 A,
Noida, U.P. - 201301

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 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 argument, any sum or sums within the limits of guarantee sum as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein. We hereby waive the necessity of your demanding the said debt from the Contractor 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:

SIGNATURE AND SEAL OF THE GUARANTORS _____
Designation _____
Name of Bank _____
Address _____

Witness _____
Address _____
Date _____
Place _____

SAMPLE FORM OF AGREEMENT

THIS AGGREETMENT is made on the day of 2018, between (Name of Company) _____ of (Mailing address of Company) _____, hereinafter called "the Company", of the one part and (Name of Contractor) _____ (hereinafter called "the Contractor") of the other part.

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

NOW THIS AGREEMENT WITNESSETH as follows:

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

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

SIGNED, SEALED AND DELIVERED.

By the said Name _____

On behalf of the Contractor
in the presence of:

- END OF TENDER -

E-TENDER NO. CLI4170L21**ENQUIRY HAS BEEN ADDRESSED TO THE FOLLOWING PARTIES**

SRL. NO.	Name of the Parties
1	M/s. All India Management Association
2	M/s. Attest Testing Services Limited
3	M/s. EdCIL (India) Limited
4	M/s. Edutest Solutions Pvt. Ltd.
5	M/s. SMB Systems Pvt. Ltd.
6	M/s. Tata Consultancy Services Limited
7	M/s. UMC Technologies Pvt. Ltd