

OIL INDIA LIMITED
(A GOVT. OF INDIA ENTERPRISE)
P.O. DULIAJAN-786602, ASSAM
E-TENDER NOTICE

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

IFB No.	CDI1794P17
Description of Work / Service	HIRING SERVICES FOR DEVELOPMENT OF SOFTWARE AND RECEIPT OF ON-LINE APPLICATIONS, MANAGEMENT OF APPLICANTS’ DATABASE, DEVELOPMENT AND MANAGEMENT OF SOFTWARE FOR MANAGING GROUP DISCUSSION/PERSONAL DISCUSSION INCLUDING DECLARATION OF RESULTS FOR RECRUITMENT OF EXECUTIVE TRAINEES/OFFICERS FOR OIL INDIA LTD.
Type of Bid	SINGLE STAGE TWO BID SYSTEM
Period of Sale of Bid Document	20.07.2016 TO 11.08.2016 (up to 15:30 HRS)
Bid Closing / Opening Date & Time	18.08.2016 (11:00 HRS / 14:00 HRS : Server Time)
Bid Submission Mode	Bid should be uploaded in OIL’s e-Procurement portal.
Bid Opening Place	Office of the DGM - Contracts, Contracts Department, Oil India Limited, Duliajan, District: Dibrugarh (Assam), PIN-786602.
Priced Bid Opening Date & Time	Will be intimated to the eligible bidder(s) nearer time.
Cost of Bid Document	Rs. 1,000.00
Bid Security (EMD)	<p>Rs. 2,51,200.00</p> <p>The Bid Security should be in the form of a BANK DRAFT / BANKER'S CHEQUE/ BANK GUARANTEE (valid for minimum 150 days from the date of Technical bid opening) favouring OIL INDIA LIMITED, payable at DULIAJAN for the amount applicable and purchased from any Scheduled Indian Bank. Alternatively, the Bid Security can be deposited on-line in the E-procurement portal through the online payment gateway.</p> <p>Notes:</p> <p>a. In case of Bidder(s) submitting Bid Security in the form of BANK DRAFT / BANKER'S CHEQUE/ BANK GUARANTEE, the Original hard copy of Bid Security should reach the office of DGM - Contracts <u>on or before Bid Closing date and time.</u></p> <p>b. A scanned copy of Bid Security document / EMD Invoice (in case of Bid Security deposited on-line) should also be uploaded along with the Unpriced Techno-Commercial Bid documents.</p>

2.0 For participation, Cost of Bid Document (Non-Transferable and Non-refundable) by way of crossed "Payee Account only" Bank Draft/Banker’s Cheque drawn by Bank and valid for 90 days from the date of issue of the same or in the form of Indian Postal Orders in favour of OIL INDIA LIMITED and **payable at Duliajan**, along with the application(s) on applicants letter pad with a request for USER ID & PASSWORD is to be submitted /sent to reach the **DGM - Contracts, Contracts Department, Oil India Limited, P.O. Duliajan, Assam-786602** within the period of sale (inclusive both the days i.e. start date & end date) of Bid document. Alternatively, applicants already having User ID & Password for OIL’s E-procurement portal can register against the IFB and pay the requisite Bid Document cost through the online payment gateway provided in the E- procurement portal.

2.1 In case the Bidder(s) send their application for Bid Documents in sealed envelopes, the following must be super scribed on the envelope along with the name & registered postal address of the bidder in typed format or in clear legible handwriting:

Application & Tender Fees, IFB No.: CDI1794P17

Description of Work / Services: Development of software and receipt of on-line applications etc.

2.2 Amongst others, the Bidder(s) must also provide the following information in the application for request for Bid documents:

(i) Valid e-mail ID (ii) Registered Postal Address with PIN code (iii) Vendor Code with OIL (if available) (iv) Mobile No. /Telephone No. (v) Whether participated in OIL’s e-tender prior to this tender.

3.0 No physical Bid documents will be provided. On receipt of requisite Bid Document Cost, USER_ID and initial PASSWORD will be communicated to the bidder through e-mail at the e-mail address provided along with request for Bid documents as mentioned in 2.2 (i) above and will be allowed to participate in the bidding through OIL's E-Procurement portal.

4.0 EXEMPTION OF TENDER FEE:

4.1 Micro and Small Enterprises (MSEs) registered with District Industry Centres 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 are exempted from payment of tender fee irrespective of the monetary limit mentioned in their registration certificate provided they furnish evidence that they are registered for the items they intend to quote against OIL tenders. Central Govt. Departments and Central Public Sector Undertakings (CPSUs) are also exempted from the payment of tender fee. Parties registered with DGS&D, having valid certificates are exempted from payment of tender fee.

4.2 In case of MSEs/CPSUs/ Govt. Bodies/eligible institutions etc. claiming waiver of tender fees, they shall apply to Contracts Department, OIL, Duliajan with documentary evidence before **07 days** of bid closing date.

5.0 EXEMPTION FROM SUBMISSION OF BID SECURITY:

5.1 Central Govt. department and Central Public Sector undertakings are exempted from submitting Bid Security.

5.2 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.

6.0 Details of process for submission of Tenders Fees & 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>).

7.0 The link to OIL's E-Procurement portal has been also provided through OIL's web site (www.oil-india.com).

8.0 The details of IFB / Bid Documents can be viewed using "Guest Login" provided in the E-Procurement portal.

9.0 To participate in OIL's e-procurement tender, bidders should have a legally valid "**Class 3**" digital certificate [e-commerce application (Certificate with personal verification and Organization name)] as per Indian IT Act obtained from the licensed Certifying Authorities operating under the Root Certifying Authority of India (RCAI), Controller of Certifying Authorities (CCA) of India. Digital Signature Certificates having "**Organization Name**" field other than **Bidder's Name** are not acceptable. However, aforesaid Digital Signature Certificates having Bidder's Name in the "Organization Name" field are acceptable.

DATE:19.07.2016

DGM - CONTRACTS
FOR RESIDENT CHIEF EXECUTIVE

**OIL INDIA LIMITED
(A GOVT. OF INDIA ENTERPRISE)
CONTRACTS DEPARTMENT, DULIAJAN**

OIL INDIA LIMITED invites ON-LINE BIDS 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 SERVICES FOR DEVELOPMENT OF SOFTWARE AND RECEIPT OF ON-LINE APPLICATIONS, MANAGEMENT OF APPLICANTS' DATABASE, DEVELOPMENT AND MANAGEMENT OF SOFTWARE FOR MANAGING GROUP DISCUSSION/PERSONAL DISCUSSION INCLUDING DECLARATION OF RESULTS FOR RECRUITMENT OF EXECUTIVE TRAINEES/OFFICERS FOR OIL INDIA LTD.

CONTRACT PERIOD: 4 (Four) years to be reckoned from the commencement date mentioned in the work order.

BID SECURITY: Rs. 2,51,200.00 (Rupees Two Lakhs Fifty One Thousand and Two Hundred only)

BID CLOSING/ OPENING DATE & TIME : **18.08.2016** (11:00 HRS/14:00 HRS)

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

No. _____ dated _____ of _____

Original hard copy of (a) (In case of Bidder(s) submitting Bid Security in the form of Bank Draft / Banker's Cheque/ Bank Guarantee) should reach the office of DGM - Contracts, OIL, DULIAJAN 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) should also be uploaded along with the Un-priced Techno-Commercial Bid documents.

b) Bidders to confirm that in the event of the award of Contract will submit Performance Security Deposit **@ 10% of annualized contract value** and this will not earn any interest.

2.0 SEALED ENVELOPES containing the **Bid Security Deposit, 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:

DGM - CONTRACTS
CONTRACTS DEPARTMENT
OIL INDIA LIMITED
DULIAJAN – 786602
ASSAM

All bidders (except those exempted) shall deposit the requisite **BID SECURITY DEPOSIT** in the form of **On-line Payment / Demand Draft / Banker's Cheque / Bank Guarantee (should be valid for minimum 150 days from the date of opening of Technical Bid)** from any Scheduled Indian Bank in favour of M/s Oil India Limited and payable at DULIAJAN. 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 (except from those exempted) in the manner specified above will be summarily rejected.**

3.0 Bid should be submitted online up to 11:00 AM (IST) (Server Time) on the date as mentioned and will be opened on the same day at 02:00 PM (IST) at Office of the DGM - Contracts in presence of authorized representative of the bidder.

4.0 **The rates shall be quoted per unit as specified in the "PRICE BIDDING FORMAT" attached under "Notes and Attachments" tab. Bidder should note that no pricing information is furnished in the "c-folder" (Un-priced Techno-Commercial Bid) otherwise the bid will be rejected.**

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

*Digital Signature Certificates having “**Organization Name**” field other than **Bidder’s Name** are not acceptable. However, aforesaid Digital Signature Certificates having Bidder’s Name in the “**Organization Name**” field are acceptable.*

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

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 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 amongst more than one contractor at the sole discretion of the Company.

10.0 The bidders are required to furnish the composition and status of ownership of the firm in whose name bid documents have been purchased / issued along with one or more of the following documentary evidences (which are applicable to the bidder) in support of the same and scanned copies of the same should be uploaded along with the Un-priced Techno-Commercial Bid documents.

10.1 In case of Sole Proprietorship Firm, Copies of Telephone/Electricity/Mobile Bill, PAN card, latest Income Tax Return form indicating therein the name, business and residential address, E-mail and telephone numbers of the owner and copies of Service Tax and Central Excise Registration Certificate.

10.2 In case of HUF, Copies of Telephone/Electricity/Mobile Bill, PAN card, latest Income Tax Return form, Family Arrangement indicating therein the name, residential address, E-mail and telephone numbers of the owners in general and Karta in particular and copies of Service Tax and Central Excise Registration Certificate.

10.3 In case of Partnership Firm, Copies of Telephone/Electricity/Mobile Bill, PAN card, latest Income Tax Return form indicating therein the name, residential address, E-mail and telephone numbers of all the partners(including the Managing Partner), registered partnership agreement/deed and copies of Service Tax and Central Excise Registration Certificate.

10.4 In case of Co-Operative Societies, Copies of Telephone/Electricity/Mobile Bill, PAN card, latest Income Tax Return form indicating therein the name, residential address, E-mail and telephone numbers of all the Directors or persons who are at the helm of affairs, registration certificate from Registrar of Co-Operative Societies and copies of Service Tax and Central Excise Registration Certificate.

10.5 In case of Societies registered under the Societies Registration Act, Copies of Telephone/Electricity/Mobile Bill, PAN card, latest Income Tax Return form indicating therein the name, residential address, E-mail and telephone numbers of all the Directors or persons who are at the helm of affairs, registration certificate from the Registrar of the state and copies Service Tax and Central Excise Registration Certificate.

10.6 In case of Joint Stock Companies registered under the Indian Companies Act, Copies of Telephone/Electricity/Mobile Bill, PAN card, latest Income Tax Return form indicating therein the name, residential address, E-mail and telephone numbers of all the Directors or persons who are at the helm of affairs, Certificate of Incorporation from the Registrar of Companies, Memorandum and Articles and copies of Service Tax and Central Excise Registration Certificate.

10.7 In case of Trusts registered under the Indian Trust Act, Copies of Telephone/Electricity/Mobile Bill, PAN card, latest Income Tax Return form indicating therein the name, residential address, E-mail and telephone numbers of all the Trustee or persons who are at the helm of affairs, registration certificate from the Registrar of the state, Trust Deed and copies Service Tax and Central Excise Registration Certificate.

11.0 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.

12.0 The successful bidder shall furnish a Performance Security Deposit in the form of Demand Draft / Banker's Cheque / Bank Guarantee as specified above before signing the formal contract. The Performance Security Deposit will be refunded to the Contractor after satisfactory completion of the work, but a part or whole of which shall be used by the Company in realization of liquidated damages or claims, if any or for adjustment of compensation or loss due to the Company for any reason. This Security Money shall not earn any interest.

13.0 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.

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

15.0 **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 debarred for a period of 2(two) years from the date of withdrawal of bid.

16.0 **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 debarred for 2 (two) years from the date of default.

17.0 **FURNISHING FRAUDULENT INFORMATION/DOCUMENT:** The information and documents furnish by the bidder/ contractor in respect of the subject tender/contract are accepted to be true and genuine. However, if it is detected during technical scrutiny or after award of the contract or after expiry of the contract, that the bidder had submitted any fake/fraudulent document or furnished false statement, the offer/contract shall be rejected/ cancelled, as the case may be and the bidder (if fake document/false statement pertains to such bidder) shall be debarred from participating in any tender of the company for a period of 03 years from the date of issuance of debarment letter/order, besides making the contractor liable for other penal action including termination of ongoing contract(s) at his/her risk and peril. In such event, the Bid Security/Performance Security in respect of ongoing contract(s) shall be forfeited.

18.0 **The tender will be governed by:**

Forwarding Letter.

Instruction to Bidders

BEC-BRC- Bid Evaluation Criteria & Bid Rejection Criteria.

Part-I - General Conditions of Contract (GCC)

Part-II - Schedule of Work, Unit and Quantity (SOQ)

Part-III - Special Conditions of Contract (SCC)

Part-IV - Schedule of company's Plants, Materials and Equipments - **Not Applicable**

Part-V - Safety Measures (SM)

Part-VI - Integrity Pact

Price Bidding Format

Annexures & Proformas

SPECIAL NOTE:

Please note that all tender forms (**Forwarding Letter, BEC-BRC – Bid Evaluation Criteria & Bid Rejection Criteria, Part – I / General Conditions of Contract / GCC, Part-II / Schedule of Work, Unit and Quantity / SOQ, Part-III / Special Conditions of Contract / SCC, Part-V / Safety Measures / SM, Part-VI / Integrity Pact, Price Bid**) 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 DGM - Contracts, Contracts Department, Oil India Limited, Duliajan- 786602.

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

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

b) 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 Draft / Banker's Cheque/ Bank Guarantee) must be received at OIL's DGM - Contracts office at Duliajan 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 rates shall be quoted per unit as specified in the "PRICE 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 "Technical RFx" Tab Page will be opened. Therefore, the bidder should ensure that Technical bid is uploaded under "Technical RFx Response" Tab Page only. No price should be given under Technical RFx; 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 "Class 3" digital signature certificate with Organizations Name (*e-commerce application*) as per Indian IT Act obtained from the licensed Certifying Authorities operating under the Root Certifying Authority of India (RCAI), Controller of Certifying Authorities (CCA) of India.

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 "Part-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 Rajiv Mathur, IPS (Retd.), Former Director, IB, Govt. of India, E-Mail ID: rajivmathur23@gmail.com has been appointed as Independent External Monitor).

22.0 SCREEN SHOTS:

Display RFX Response:

Go to this Tab “Technical RFX Response” for Uploading “Un-priced Techno-commercial Bid”.

Go to this Tab “Notes and Attachments” for Uploading “Price Bid” files.

RFX Response Number 60006452 RFX Number TEST2 Status Submitted Submission Deadline 13.04.2013 11:00:00 INDIA
 RFX Owner WIPRO_TEST1 Total Value 0.00 INR RFX Response Version Number 2 RFX Version Number 4

Basic Data | Questions

Event Parameters

Currency: Indian Rupee

Detailed Price Information: Price with Conditions

Terms of Payment: 9010 90% against despatch+10% after receipt

Partners and Delivery Information

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

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

Edit RFX Response:

BID ON “EDIT” MODE

Area for uploading Un-Priced Techno-Commercial Bid*

Area for uploading Priced Bid**

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

Notes and Attachments

Notes

Assigned To	Category	Text Preview
The table does not contain any data		

Attachments

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

Note :

* The “Techno-Commercial Unpriced Bid” shall contain all techno-commercial details **except the prices**.

** The “Price bid” must contain the price schedule and the bidder’s commercial terms and conditions. For uploading Price Bid, first click on Sign Attachment, a browser window will open, select the file from the PC and click on Sign to sign the Price Bid. On Signing a new file with extension .SSIG will be created. Close that window. Next click on Add Attachment, a browser window will open, select the .SSIG signed file from the PC and name the file under Description, Assigned to General Data and click on OK to save the File.

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

**OIL INDIA LIMITED
(A GOVT. OF INDIA ENTERPRISE)
CONTRACTS DEPARTMENT, DULIAJAN
DISTRICT: DIBRUGARH (ASSAM), PIN-786602**

**IFB NO. CDI1794P17
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 highlighting the following points
 - (i) Company's IFB 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
- c) BEC/BRC
- d) General Conditions of Contract (GCC): **Part-I**
- e) Schedule of Work, Unit, Quantities (SOQ): **Part- II**
- f) Special Conditions of Contract (SCC): **Part-III**
- g) Schedule of Company's Plants, Materials and Equipments (SCPME): **Part-IV** [Not applicable for this Tender]
- h) Safety Measures (SM): **Part-V**
- i) Integrity Pact: **Part-VI**
- j) Price Bidding Format (Attached under “**Notes and Attachments**” tab in the main bidding engine of OIL's e-Tender portal).
- k) 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 equipment with catalogue, etc. as per tender requirement.
- (iii) Documentary evidence established in accordance with BEC / BRC part.
- (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 Draft / Banker's Cheque/ Bank Guarantee) 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 in UN-PRICED TECHNO-COMMERCIAL BID under “Technical RFx Response” Tab Page.

(B) PRICED BID:

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 “PRICE 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.

Bidder must include all liabilities including statutory liabilities (but excluding Service Tax) in their quoted rates. 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 PERIOD OF VALIDITY OF BIDS:

6.1 The Bid must be valid for 120 (One hundred & twenty) days from the date of opening of the tender.

6.2 In exceptional circumstances, OIL may solicit the Bidder's consent to an extension of the period of **Hiring services for Development of Software and Receipt of On-Line Applications, Management of Applicants’ Database, Development and Management of Software for managing Group Discussion/Personal Discussion including declaration of results for recruitment of Executive Trainees/Officers for Oil India Ltd.**

. The request and the response thereto shall be made in writing (or by Fax). 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.

7.0 FORMAT AND SIGNING OF BID:

7.1 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.

8.0 SUBMISSION OF BIDS:

8.1 Bids are to be submitted online through OIL’s E-procurement portal with digital signature. The bid and all attached documents should be digitally signed by the bidder using “Class 3 with organizations Name” digital certificates [e commerce application (Certificate with personal verification and Organisation Name)] as

per Indian IT Act 2000 obtained from the licensed Certifying Authorities operating under the Root Certifying Authority of India (RCAI), Controller of Certifying Authorities (CCA) of India before bid is uploaded.

Digital Signature Certificates having “**Organization Name**” field other than **Bidder’s Name** are not acceptable. However, aforesaid Digital Signature Certificates having Bidder’s Name in the “Organization Name” field are 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-3 with organization name”, the bid will be rejected.

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

8.2 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.

8.3 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.

8.4 Physical Bid/ E-mail/ Fax/ Telex/Telegraphic/Telephonic offers will not be accepted.

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

8.6 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.

9.0 DEADLINE FOR SUBMISSION OF BIDS:

9.1 Bids should be submitted on-line up to 11.00 AM (IST) (Server Time) on the Bid Closing date mentioned in the Forwarding Letter. Bidders will be permitted by System to 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 except in condition mentioned in clause 12.1 below. 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.

9.2 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.

9.3 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.

10.0 LATE BIDS:

10.1 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.

11.0 MODIFICATION AND WITHDRAWAL OF BIDS:

11.1 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. 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.

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

11.3 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.

12.0 EXTENSION OF BID SUBMISSION DATE:

12.1 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.

13.0 BID OPENING AND EVALUATION:

13.1.1 The 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 RFx Response" Tab Page only.

13.1.2 In case of two bid system, after the evaluation of the Technical Bids, the Price Bids of only the techno-commercially acceptable Bidders will be opened. The opening Date and Time will be intimated to the techno-commercially qualified Bidders in due course. Price bids will be opened in the same procedure as mentioned in Para 13.1.1 above.

13.2 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).

13.3 Bids which have been withdrawn pursuant to Clause 11.1 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.

13.4 OIL shall prepare, for its own records, minutes of bid opening including the information disclosed to those present in accordance with the sub-clause 13.3

13.5 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.

13.6 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.

13.7 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.

13.8 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.

14.0 EVALUATION AND COMPARISON OF BIDS:

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

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

14.3 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.

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

15.0 CONTACTING THE COMPANY:

15.1 Except as otherwise provided in Clause 14.0 above, 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 13.5.

15.2 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.

16.0 AWARD CRITERIA:

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

17.0 OIL' S RIGHT TO ACCEPT OR REJECT ANY BID:

17.1 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.

18.0 NOTIFICATION OF AWARD:

18.1 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.

19.0 SIGNING OF CONTRACT:

19.1 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)".

19.2 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 Demand Draft / Bank Guarantee (in specified format) favouring "OIL INDIA LIMITED" payable at "DULIAJAN" 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 based on the instant tender on the OIL Standard forms of agreement.

19.3 This Performance Security must be valid for 90 days beyond defect liability period. In the event of contract being extended within the provisions of the contract agreement, the contractor will have to extend suitably the validity of the "Security Deposit" for the extended period.

19.4 The "Performance Security" will be refunded to the contractor after 90 days beyond defect liability period, 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.

19.5 Failure of the successful bidders to comply with the conditions as specified in Para 19.2 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.

20.0 FURNISHING FRAUDULENT INFORMATION / DOCUMENTS:

The information and documents furnish by the bidder/ contractor in respect of the subject tender/contract are accepted to be true and genuine. However, if it is detected during technical scrutiny or after award of the contract or after expiry of the contract, that the bidder had submitted any fake/fraudulent document or furnished false statement, the offer/contract shall be rejected/ cancelled, as the case may be and the bidder (if fake document/false statement pertains to such bidder) shall be debarred from participating in any tender of the company for a period of 03 years from the date of issuance of debarment letter/order, besides making the contractor liable for other penal action including termination of ongoing contract(s) at his/her risk and peril. In such event, the Bid Security/Performance Security in respect of ongoing contract(s) shall be forfeited.

21.0 In the event of awarding contract the Contractor shall have to submit Invoice of Service Tax (if applicable) as per the following Format

(Format of Invoice (As per Rule 4A (1) of the Service Tax Rule's 1994)

TAX INVOICE

Name of the Service Provider.....
 Address of the Service Provider.....
 Service Tax Regn. No of the service provider.....

Name & address of the Service Receiver
Oil India Limited, Duliagan, Assam

Invoice Serial No.....
 Invoice Date.....

Particulars	Amount (Rs)
Description of the service provided or agreed to be provided (e.g. AMC Bill against Contract No.....for the period.....)	A
Add service Tax 15% on (A) above(In case of taxable value of service is not 100%, than specify the value of taxable service and apply 15 % of the qualifying amount) (e.g. if the value of service is only 40%, than service tax should be calculated at 15% on 40% of the value declared at (A) above.)	B
Total amount (Including service Tax) (A + B)	C
Less: Service Tax Payable by Oil India Limited under reverse charge	D
Net Bill Amount	E

Signature of Proprietor/partner

A. BID EVALUATION CRITERIA:

- (i) **Technical Criteria:** Bidder must have experience of at least one **SIMILAR work** of about **Rs. 15,70,000.00 (Rupees Fifteen Lakhs Seventy Thousand only)** in previous 7 (seven) years reckoned from the original bid closing date.

Notes to Clause (i) above:

1. **"SIMILAR work"** mentioned above means- Execution of Software solutions for recruitment to PSUs/Govt. organisation.

2. For proof of requisite experience of **SIMILAR work**, **self-attested** photocopies of following documents must be submitted along with the bid:

(i) Contract documents showing details of works.

AND

(ii) Completion Certificate issued by PSUs/Govt. organisation for the contract mentioned in Note-1 above showing:

(a) Contract number,

(b) Gross value of job done,

(c) Contract period /Contract start and completion date.

Only LOI (Letter of Intent)/LOA (Letter of Award), Work Order copy is not acceptable.

3. **SIMILAR work** executed by a bidder for its own organization / subsidiary will not be considered as experience for the purpose of meeting BEC.

4. If the prospective bidder is executing **SIMILAR work** which is still running and the contract value executed prior to 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.

(ii) **Financial Criteria:**

1.0 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. 9,42,000.00 (Rupees Nine Lakh Forty Two Thousand only)**.

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

2.0 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 Statement for the financial year 2015-16 has actually not been audited so far'.

Note: For proof of Annual Turnover & Net worth any one of the following document must be submitted along with the bid:-

i) 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 – I**.

OR

ii) Audited Balance Sheet along with Profit & Loss account.

- (iii) Prices shall be opened in respect of only the techno-commercially acceptable bidders whose bids have been found to be substantially responsive. A substantially responsive bid is one that meets the terms and conditions of the Tender and / or the acceptance of which bid will not result in indeterminate liability on OIL.
- (iv) Bidders are required to quote for all the items as per Price Bid Format. In case it is observed that any bidder has not quoted for any item in the Price Bid Format, the quoted price for the purpose of evaluation shall be considered as “**ZERO**”. If after evaluation, such bidder is found to be the lowest evaluated bidder, the rates for the missing item shall be considered as included in overall quoted bid price and the same will be binding on the lowest evaluated bidder.
- (v) Price Bids will be evaluated on overall lowest cost basis (L-1 offer) i.e. considering total quoted price for all items of SOQ inclusive of all liabilities including statutory liabilities but excluding Service Tax as per Price Bid Format.
- (vi) The evaluated Contract Value of the bidders shall include total value including material and services, inclusive of all taxes, duties, levies etc. (but excluding Service Tax) as applicable under this contract.
- (vii) Based on the evaluation of techno-commercially qualified bidders, the job will be awarded to L-1 bidder.
- (viii) The bidders are advised not to offer any discount/rebate separately and to offer their prices in the Price Bid Format after considering discount/rebate, if any.
- (ix) Conditional and unsolicited discount will not be considered in evaluation. However, if such bidder happens to be the lowest recommended bidder, unsolicited discount without any condition will be considered for computing the contract price.
- (x) In case of identical overall lowest offered rate by more than 1 (one) bidder, the selection will be made by draw of lot between the parties offering the same overall lowest price.
- (xi) **PURCHASE PREFERENCE CLAUSE:** Purchase Preference to Micro and Small Enterprises registered with District Industry Centres 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:
 - (a) In case participating MSEs quote price within price band of L1+15%, such MSE shall be considered for award of contract by bringing down their price to L1 price in a situation where L1 price is from someone other than a MSE.
 - (b) In case of more than one such MSE qualifying for 15% purchase preference, the contract shall be awarded to lowest eligible MSE amongst the MSEs qualifying for 15% purchase preference.

(c) In case any part of the work is sub-contracted to a Micro or Small Enterprise as per contract conditions then the contractor shall provide complete details (i.e. name of the subcontractor, value of sub-contacted work, copy of valid registration certificate etc.) of the sub-contractor to OIL.

(d) Documentation required to be submitted by MSEs:

Copy of valid Registration Certificate, if bidder is a Micro or Small Enterprises (MSE) registered with District Industry Centres 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. The Registration Certificate should clearly indicate 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.

B. BID REJECTION CRITERIA (BRC):

- (i) 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.
- (ii) 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.
- (iii) Bid security shall be furnished as a part of the Techno Commercial Un-priced 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 150 days from the date of Technical bid opening.

- (iv) Bid Documents / User Id & Password for OIL's E-Tender portal are not transferable. Bid made by parties who have not submitted the requisite tender fees will be rejected.
- (v) Any bid received in the form of Physical document/ Telex/Cable/Fax/E-mail will not be accepted.
- (vi) 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.
- (vii) 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.
- (viii) Any bid containing false statement will be rejected and action will be taken by Company as per Bid Document.
- (ix) Bidders must quote clearly and strictly in accordance with the price schedule outlined in Price 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 other than price details to be submitted with Un-priced Techno-Commercial Bid as per tender requirement in the c-Folder link (collaboration link) under "Technical RFx Response" Tab Page only.

(x) 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

(xi) 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.

(xii) Bid received with validity of offer less than 120 (one hundred twenty) days from the date of Technical Bid opening will be rejected.

(xiii) The Integrity Pact is applicable against this tender. OIL shall be entering into an Integrity Pact with the bidders as per format enclosed vide Part-VI 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.

C. GENERAL:

(i) 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 BRC.

(ii) 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 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.

- (iii)** If any of the clauses in the BRC contradict with other clauses of bidding document elsewhere, the clauses in the BRC shall prevail.
- (iv)** 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.
- (v)** OIL will not be responsible for delay, loss or non-receipt of applications for participating in the bid sent by mail and will not entertain any correspondence in this regard.
- (vi)** The originals of such documents [furnished by bidder(s)] shall have to be produced by bidder(s) to OIL as and when asked for.

OIL INDIA LIMITED
(A Govt. of India Enterprise)
Contracts Department,
Duliajan, DISTRICT: DIBRUGARH
ASSAM, PIN: 786602

DESCRIPTION OF WORK/SERVICES:

Hiring services for Development of Software and Receipt of On-Line Applications, Management of Applicants' Database, Development and Management of Software for managing Group Discussion/Personal Discussion including declaration of results for recruitment of Executive Trainees/Officers for Oil India Ltd.

GENERAL CONDITIONS OF CONTRACT (GCC)

MEMORANDUM OF AGREEMENT made this _____ day of _____ Between OIL INDIA LIMITED a Company incorporated under the Companies Act 1956 and having its Registered Office at Duliajan in the District of Dibrugarh, Assam (hereinafter called Company) of the one part and Shri/Smti _____ and Shri/Smti _____ carrying on business as partners /proprietor under the firm name and style of M/s. _____ with the main Office at _____ in the District of _____ aforesaid (hereinafter called 'Contractor') on the other part.

WITNESSETH:

1. a) The contractor hereby agrees to carry out the work set down in the Schedule of work which forms part-II of this Contract in accordance with the 1968 General Conditions of Contract of Oil India Limited and General Specifications read in conjunction with any drawings and Particular Specifications & instructions which forms Part-III of the contract utilizing any materials/services as offered by the Company as per Part-IV of the contract at Personnel Department, Oil India Limited, Duliajan.

b) In this Contract all words and expressions shall have the same meaning as are respectively assigned to them in the 1968 General Conditions of Contract of Oil India Limited which the Contractor has perused and is fully conversant with before entering into this Contract.

c) The clauses of this contract and of the specifications set out hereunder shall be paramount and in the event of anything herein contained being inconsistent with any term or terms of the 1968 General Conditions of Contract of Oil India Limited, the said term or terms of the 1968 General conditions of Contract to the extent of such inconsistency, and no further, shall not be binding on the parties hereto.

2. The contractor shall provide all labour, supervision and transport and such specified materials described in part-II of the Contract including tools and plants as necessary for the work and shall be responsible for all royalties and other levies and his rates shall include for these. The work executed and materials supplied shall be to the satisfaction of the Company's Engineer and Contractor's rates shall include for all incidental and contingent work which although not specifically mentioned in this contract are necessary for its completion in a sound and workman like manner.

3. The Company's Engineer shall have power to:

a) Reduce the rates at which payments shall be made if the quality of work although acceptable is not up to the required standard set forth in the OIL Standard Specifications which have been perused and fully understood by the Contractor.

b) Order the Contractor to remove any inferior material from the site and to demolish or rectify any work of inferior workmanship, failing which the Company's Engineer may arrange for any such work to be demolished or rectified by any other means at the Contractor's expenses.

c) Order the Contractor to remove or replace any workman who he (The Engineer) considers incompetent or unsuitable; the Engineer's opinion as to the competence and suitability of any workman engaged by the Contractor shall be final and binding on the Contractor.

d) Issue to the Contractor from time to time during the progress of the work such further drawings and instructions as shall be necessary for the purpose of proper and adequate execution and maintenance of the works and the Contractor shall carry out and be bound by the same.

e) Order deviations in Part II and III of this Contract. All such deviation orders shall be in writing and shall show the financial effect, if any, of such deviation and whether any extra time is to be allowed.

4. The Contractor shall have no claim against the company in respect of any work which may be withdrawn but only for work actually completed under this contract. The contractor shall have no objection to carry out work in excess of the quantities stipulated in Part-II if so ordered by the company at the same rates, terms and conditions.

5. The Company reserves the right to cancel this Contract at any time upon full payment of work done and the value of the materials collected by the contractor for permanent incorporation in the work under this contract particularly for execution of this contract up to the date of cancellation of the Contract. The valuation of the work done and the materials collected shall be estimated by the company's Engineer in presence of the contractor. The Contractor shall have no claim to any further payment whatsoever. The valuation would be carried out exparte if Contractor fails to turn up despite reasonable notice which will be binding on the Contractor.

6. The Contractor hereby undertakes to indemnify the Company against all claims which may arise under the under noted Acts:

- i) The Mines Act.
- ii) The Minimum Wages Act, 1948.
- iii) The Workman's Compensation Act, 1923.
- iv) The Payment of Wages Act, 1963.
- v) The Payment of Bonus Act, 1965.
- vi) The Contract Labour (Regulation & Abolition) Act, 1970 and the rules framed there under.
- vii) Employees' Pension Scheme, 1995.
- viii) Inter-State Migrant (Regulation of Employment and Condition of Service) Act. 1979.
- ix) The Employees Provident Fund and Miscellaneous Provisions Act, 1952.
- x) AGST Act.
- xi) Service Tax Act.

or any other Acts or Statute not here in above specifically mentioned having bearing over engagement of workers directly or indirectly for execution of work. The Contractor shall not make the Company liable to reimburse the Contractor for the statutory increase in the wage rates of the

Contract Labour appointed by the Contractor. Such Statutory increase in the wage rates of Contract Labour shall be borne by the contractor.

7. The Contractor shall clear away all rubbish and surplus material from the site on completion of work and shall leave the site clean and tidy.

8. The duration of the contract shall be **208 weeks** from the commencement date mentioned in the work order. The Contractor must complete the work within the contract period. During the currency of the job, the work progress must be commensurate with the time elapsed. In the event of any delay on the contractor's part, he/she will be liable to pay to the company liquidated damages at the rate of 1/2% (Half p.c) per week of the contract price of the item(s) delayed in completion and the maximum value of the liquidated damage will be 7.5% of the contract price of the item(s) delayed provided the item(s) delayed are not critical for commissioning and final utilization of the work. If, however, the item(s) delayed in completion are critical for commissioning and final utilization of the work then the contractor will be liable to pay liquidated damages by way of penalty at the rate of 1/2% (Half percent) of the total contract cost subject to a maximum of 7.5% of the total contract cost.

The Chief Engineer's certificate as to the criticality or otherwise of an item shall be final.

The payment of liquidated damages/penalty may be reduced or waived at the sole discretion of the Company whose decision in this regard will be final.

In the event of there being undue delay in execution of the Contract, the Company reserves the right to cancel the Contract and / or levy such additional damages as it deems fit based on the actual loss suffered by the company attributable to such delay. The company's decision in this regard shall be final.

9. In order to promote, safeguard and facilitate the general operational economic in the interest of the Company during the continuance of this contract the Contractor hereby agrees and undertakes not to take any direct or indirect interest and or support, assist, maintain or help any person or persons engaged in anti-social activities, demonstration, riots, or in any agitation prejudicial to the Company's interest and any such even taking shape or form at any place of the Company's works or and its neighborhood.

10. The tendered all-inclusive Price (i.e. the Contract price) exclusive of Service Tax is Rs. XXXXXXXXXX (Not to be filled up by the bidder). This will be entered at the time of Signing of the agreement) but the Company shall pay the Contract or only for actual work done at the all-inclusive rates set down in the Schedule of work Part II of this Contract.

Final payment will be made only after satisfactory completion of the work. Such final payment shall be based on the work actually done allowing for deviations and any deductions and the measurement shall be checked and certified correct by the Company's Engineer before any such final payment is made.

11. The contractor employing 20 (twenty) or more workmen on any day preceding 12 months shall be required to obtain requisite license at his cost from the appropriate Licensing Officer before undertaking any Contract work. The Contractor shall also observe the rules & regulations framed under the Contract Labour (Regulation & Abolition) Act.

12. The Company for any reason whatsoever and of which the company shall be sole judge may terminate this Contract with a 24 hours' notice in writing to the Contractor and in the event of Company's so doing the clause 5 here of shall prevail and the accounts between the parties will be in accordance therewith finalized.

13. The Contractor will not be allowed to construct any structure (for storage / housing purpose) with thatch, bamboo or any other inflammable materials within any company's fenced area.

14. The Contractor shall ensure that all men engaged by him/her are provided with appropriate protective clothing and safety wear in accordance with regulation 89(a) and 89(b) in the Oil mines Regulations 1984. The Company's representative shall not allow/accept those men who are not provided with the same.

15. All Statutory taxes levied by the Central and State Government or any other competent authority from time to time will be borne by Contractor and the amount of the contract specified in the contract is inclusive of all tax liabilities but excluding Service Tax. Service Tax if applicable shall be, to the Company's account. However, Service Tax portion payable directly by the Service provider (if applicable) shall be reimbursed to the Contractor on the basis of the documentary evidence.

16. The Contractor shall deploy local persons in all works.

17. The Contractor shall not engage minor labour below 18(eighteen) years of age under any circumstances.

18. The Contractor and his/her workmen shall strictly observe the rules and regulations as per Mines Act (latest editions).

19.1 GENERAL OBLIGATIONS OF COMPANY:

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

- i) Pay the Contractors in accordance with terms and conditions of the contract.
- ii) Allow access to Contractors and their personnel, subject to normal security and safety procedures, to all areas as required for orderly performance of the work.

20. Special Conditions:

a) The contractor will be required to allow OIL Officials to inspect the work site and documents in respect of the workers' payment.

b) Contractor(s) whosoever is liable to be covered under the P.F. Act and contract cost is inclusive of P.F., must ensure strict compliance of provisions of Provident Fund and Miscellaneous Provisions Act, 1952 in addition to the various Acts mentioned elsewhere in this contract. Any contractor found violating these provisions will render themselves disqualified from any future tendering. As per terms of the contract, if applicable, the Contractor must deposit Provident Fund Contribution (covering Employee's & Employer's share) with the competent authority monthly under their direct code. The Contractor shall be required to submit documentary evidence of deposit of P.F. Contribution to the Company. In case of failure to provide such documentary evidence, the Company reserves the right to withhold the amount equivalent to applicable P.F. Contribution.

21. FORCE MAJEURE:

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

21.2 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.

21.3 Should 'force majeure' condition as stated above occurs and should the same be notified within seventy two (72) hours after its occurrence the 'force majeure' rate shall apply for the first fifteen days. Parties will have the right to terminate the Contract if such 'force majeure' conditions continue beyond fifteen (15) days with prior written notice. Should either party decide not to terminate the Contract even under such condition, no payment would apply after expiry of fifteen (15) days force majeure period unless otherwise agreed to.

22. TERMINATION:

22.1 **TERMINATION ON EXPIRY OF THE TERMS (DURATION)**: The contract shall be deemed to have been automatically terminated on the expiry of duration of the Contract or the extension period, if exercised by Company under the provision of the Contract.

22.2 **TERMINATION ON ACCOUNT OF FORCE MAJEURE**: Either party shall have the right to terminate this Contract on account of Force Majeure as set forth in Article 21.0 above.

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

22.4 **TERMINATION FOR UNSATISFACTORY PERFORMANCE**: If the Company considers that, the performance of the Contractor is unsatisfactory, or not upto the expected standard, the Company shall notify the Contractor in writing and specify in details the cause of the dissatisfaction. The Company shall have the option to terminate the Contract by giving 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.

22.5 **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.

22.6 If at any time during the term of this Contract, breakdown of Contractor's equipment results in Contractors being unable to perform their obligations hereunder for a period of 15 successive days, Company at its option, may terminate this Contract in its entirety without any further right or obligation on the part of the Company, except for the payment of money then due. No notice shall be served by the Company under the condition stated above.

22.7 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 12.1 to 12.6 and in the event of such termination the Company shall not be liable to pay any cost or damage to the Contractor except for payment for services as per the Contract upto the date of termination including the De-mob cost, if any.

23. 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.

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

23.2 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.

24. SETTLEMENT OF DISPUTES AND ARBITRATION:

24.1 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 :

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

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

3. The parties agree that they shall appoint only those persons as arbitrators who accept the conditions of the arbitration clause. No person shall be appointed as Arbitrator or Presiding Arbitrator who does not accept the conditions of the arbitration clause.

4. Parties agree that there will be no objection if the Arbitrator appointed holds equity shares of OIL and/or is a retired officer of OIL/any PSU. However, neither party shall appoint its serving employees as arbitrator.
5. If any of the Arbitrators so appointed dies, resigns, becomes incapacitated or withdraws for any reason from the proceedings, it shall be lawful for the concerned party/arbitrators to appoint another person in his place in the same manner as aforesaid. Such person shall proceed with the reference from the stage where his predecessor had left if both parties consent for the same; otherwise, he shall proceed de novo.
6. Parties agree that neither shall be entitled for any pre-reference or pendente-lite interest on its claims. Parties agree that any claim for such interest made by any party shall be void.
7. The arbitral tribunal shall make and publish the award within time stipulated as under :

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

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

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

In case of sole arbitrator, OIL shall make all necessary arrangements for his travel, stay and the expenses incurred shall be shared equally by the parties.
10. The Arbitration shall be held at the place from where the contract has been awarded. However, parties to the contract can agree for a different place for the convenience of all concerned.
11. The Arbitrator(s) shall give reasoned and speaking award and it shall be final and binding on the parties.
12. Subject to aforesaid, provisions of the Arbitration and Conciliation Act, 1996 and any statutory modifications or re-enactment thereof shall apply to the arbitration proceedings under this clause.

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

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

The venue of all arbitrations under both 24.1 & 24.2 will be Duliaganj, Assam. The award made in pursuance thereof shall be binding on the parties.

25. I.B. VERIFICATION REPORT AND SECURITY REVIEW:

Contractor will be required to submit the verification report to ascertain character and antecedents from the Civil Administration towards the persons engaged under this contract to the Head of the user Department before engagement.

25.1 In case of any doubt or dispute as to the interpretation of any clause herein contained, the decision of the Company's Engineer shall be final and binding on the contractor.

26. SET OFF CLAUSE:

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 Oil India Limited and set off against any claim of Oil India Limited (or such other person or persons contracting through Oil India Limited) for payment of a sum of money arising out of this contract or under any other contract made by the contractor with Oil India Limited (or such other person or persons contracting through Oil India Limited).

27. FURNISHING FRAUDULENT INFORMATION/DOCUMENT:

If it is found that a Bidder/Contractor has furnished fraudulent document/information the party shall be debarred for period of 3(three) years from date of detection of such fraudulent act, besides the legal action.

28. LIQUIDATED DAMAGES FOR DELAY IN MOBILISATIONAND/ OR COMPLETION OF WORKS ANDSERVICES:

In normal case of works /service contracts, liquidated damages will be applicable @ 0.5% of the contract value per week or part thereof, for delay in contract mobilization/completion date subject to a maximum ceiling of 7.5% of contract value.

IN WITNESS whereof the parties hereunto set their hands seals the day and year first written above:-

SIGNED & DELIVERED FOR AND
ON BEHALF OF

(Signature of Contractor or his legal
Attorney)

-----by the hand of

(Full Name of Signatory)

its Partner /Legal Attorney

(Seal of Contractor's Firm)

(Signature of witness)

And in presence of

Date : _____

(Full Name of Signatory)

Address:

(Signature of Acceptor)

SIGNED & DELIVERED FOR & ON
BEHALF OF OIL INDIA LIMITED

Designation

Date_____

OIL INDIA LIMITED
(A Government of India Enterprise)
Duliajan, Assam

DESCRIPTION OF WORK/ SERVICE: Hiring services for Development of Software and Receipt of On-Line Applications, Management of Applicants' Database, Development and Management of Software for managing Group Discussion/Personal Discussion including declaration of results for recruitment of Executive Trainees/Officers for Oil India Ltd.

(SOQ) Schedule of Work, Unit and Quantity

Item No.	Description of Services	UOM	Estimated Quantity
10	SOFTWARE DEVELOPMENT, MAINTENANCE FOR 4 (FOUR) YEARS AND TRANSFER OF SOFTWARE	LUMP SUM	1
20	APPLICATION RECEIPT TO RESULT DECLARATION UP TO 75000 APPLICATIONS PER YEAR	YEAR	4
30	APPLICATION RECEIPT BEYOND 75001 TO 1 LAKH*	PER APPLICATION	100000
40	APPLICATION RECEIPT BEYOND 100001 TO 2 LAKH**	PER APPLICATION	400000

1. Bidder must include all liabilities including statutory liabilities but excluding Service Tax in their quoted rates. Service Tax, if applicable, shall be to the Company's account. However, Service Tax portion payable directly by the Service Provider (if applicable) shall be reimbursed to the Contractor on the basis of the documentary evidence.

2. Contractors are required to raise Service Tax Invoices for reimbursement of Service Tax against the contract. In absence of Service Tax Invoices, Service Tax will not be reimbursed and the consequences of the same shall entirely rest upon the Contractor.

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

4. Tenure of Agreement: 04 (Four) years

5. Mobilisation Period: 1 (One) week from the date of issue of Work order.

6. * Quoted rates against Sl. No. 30 shall be restricted to maximum 90% of the per application rate for the guaranteed nos. of application.

** Quoted rates against Sl. No. 40 shall be restricted to maximum 80% of the per application rate for the guaranteed nos. of application.

E.g. Quoted rate of bidder against Line item no. 20 per year = Rs. 75000 which is for 75000 nos. guaranteed applications.

Hence, per application rate = Rs. (75000/75000) = Re. 1.00

Hence quoted rates for Sl. No. 30 & 40 shall not exceed 90 Paisa and 80 Paisa respectively.

7. The quantity mentioned is purely for evaluation purpose only. However, payment shall be made as per actuals.

DETAILED SCOPE OF WORK**1.0 MODULE I - RECEIPT OF ONLINE APPLICATION AND APPLICANTS' DATABASE MANAGEMENT:**

- a. Receipt of applications for open recruitment exercises through web enabled Application System round the clock for a period of 8 to 10 weeks after issue of every advertisement in the server owned/ hired by the agency. The maximum timeframe for the receipt of applications shall be modified as per the requirement of the examination viz. GATE/CLAT/UGC NET etc. or for recruiting experienced persons.
- 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 including any extension in the closure date 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 GATE/CLAT/UGC NET etc. or for recruiting experienced 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 etc.) - to be selected from drop-down options.
 - (ii) Registration Number from the screening examination like GATE/CLAT/UGC-NET etc. - As defined in Admit Card of GATE/CLAT/UGC NET etc. or Post Code as defined by OIL. It will be Alfa-Numeric with specific field length. The system must not accept the ID if it is not filled-in properly.
 - (iii) Date of birth - as per format specified by the system should automatically calculate the age of the candidate as on the cut-off date given by OIL 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, and J & K Domicile in isolation or in combination.
 - (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 graduate/post-graduate examination.
 - (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 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. Application module should provide facility to save, retrieve and modify incomplete applications round the clock while applying online. Candidates should be able to access incomplete applications by using combination of characters - for e.g. Registration ID of GATE/CLAT/UGC NET etc. or the Post Code as defined by OIL and Date of Birth of the candidate.

h. Further, 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.

i. On final submission of the application, a printable format of the application will be available, which the candidate may save and take print. The module will let the candidate access this and take print on later date too, till completion of Interview or 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.

l. The agency will also have help desk/ call centre facilities from 10 am to 6 pm 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 OILHR team of OIL. The cost towards having 'Call Centre' facility to 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 module should have facility for generating MIS consisting of various reports and statistical data of the applicants in different combinations as required by from time to time on-line and on real-time basis.

o. 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.

p. The on-line application module will also have facilities to host different documents like Detailed Advertisement, FAQs, different declaration forms, format for caste certificates etc., which may be downloaded by the candidates as and when required.

q. 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.

2.0 MODULE II - 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 and also should generate exception reports for cases, where same Registration ID of GATE/CLAT/UGC NET, etc. or the OILRID have been used by more than one candidate, etc. and generate a 'Clean List' of applications. Agency should provide the 'Clean List' of applications within 07 (seven) days of the date of closure of receipt of applications.
- b. Upon receipt of written examination score from the concerned authorities, the system should migrate the score using the primary key like the Registration ID of GATE/CLAT/UGC NET etc. The module will then prepare the shortlist of candidates using its algorithm as per number of vacancies and the ratio for short-listing as defined by OIL.
- c. OIL-HR team will assign GD/interview centre, GD/interview date, etc. for each of the candidates and pass it on to the agency for uploading in their system.
- d. On verification of the shortlist by OIL-HR team of OIL, the shortlist to be announced on-line. The candidates should be able to check their status by entering a combination of their personal information like Registration ID of GATE/CLAT/UGC NET etc. or the OILRID and date of birth.
- e. Each candidate shortlisted for further selection process comprising GD and Personal interview will be advised to upload their most recent photograph (preferably the same used by them for applying in GATE/CLAT/UGC NET, etc. examination) and also his/her signature in the system. On uploading the same, the system will let them download their interview call letters. Each GD/interview call letter will carry the photograph and signature of the candidates along with their date of GD and Interview and its venue(s) along with other instructions.
- f. For those, not shortlisted for GD and Personal interview, a general regret message will appear on the screen. The text of the message will be provided by OIL.
- g. Short-listing status will be announced on the website of OIL. The agency shall simultaneously mail and SMS the announcement of the short-listing status to all candidates.
- h. 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.

3.0 MODULE III - DEVELOPING SOFTWARE FOR MANAGING GROUP DISCUSSION (GD) AND/OR PERSONAL INTERVIEWS (PI):

- a. The module will have access to OIL HR Team. The OIL HR Team will have full right to make the necessary changes in different fields under this module. The OIL HR Team will have right to set the password.
- b. The module will have different sub-modules. The indicative sub-modules are:
 - (i) Search and Edit of Interview Schedule.
 - (ii) Generating/ Editing/ Printing of Attendance Sheet.

- (iii) Generating and printing of GD Assessment Sheet.
- (iv) Generating and printing of PI Assessment Sheet with names of the interview committee members.
- (v) Generating and Printing of Absentee Statement.
- (vi) Management of PI and GD Interview Committee along with option for editing.
- (vii) Downloading GD and PI marks in Excel at the end of interview.

c. Indicative activities under each sub-module are as follows:

SUB MODULE 1 - SEARCH AND EDIT INTERVIEW SCHEDULE:

- (i) Right to be granted to the OIL HR Team named by OIL.
- (ii) Based on the input regarding the interview schedule of each candidate along with the venue conveyed to the agency at the time of announcement of short-listing status of the candidates, the module should generate a day-wise/ venue-wise schedule of GD and PI with the names of the candidate.
- (iii) The module should have capacity to locate a candidate through his/her OILRID or Registration ID of GATE/CLAT/UGC NET, etc. or through String Search.
- (iv) Based on request received from the candidate, the OIL HR Team should be able to reschedule interview date and venue of any candidate in the central database. On change of interview date and venue of such candidate, the change should be implemented in both GD and in PI sheet of that day's venue for that particular discipline.

SUB MODULE 2 - GENERATING/ EDITING/ PRINTING OF ATTENDANCE SHEET:

- (i) Right to be granted to the OIL HR Team named by OIL.
- (ii) On the day of interview, in the morning, the OIL HR TEAM should be able to generate the Attendance Sheet for the day for the discipline(s) scheduled on that day. In case of multiple disciplines scheduled on the same day, the module should generate multiple Attendance Sheets, discipline-wise.
- (iii) The attendance sheet will have fields like Registration ID of GATE/CLAT/UGC NET, etc. or other such examination ID and OILRID as the case may be, Category, Photograph and Signature of the Candidate as uploaded by him/her and also a text box for signing by the candidate to register his attendance.
- (iv) The module will have facilities to mark the candidates as 'Present' or 'Absent' based on their attendance status from the dropdown option against the name of the each candidate.

- (v) The attendance status to be updated automatically in the central database.

SUB MODULE 3 - GENERATING AND PRINTING OF GD ASSESSMENT SHEET:

- (i) Right to be granted to the OIL HR TEAM named by OIL.

(ii) The format will have six sub-sections for assigning scores based on the performance of the candidates. This will be programmed as numeric fields in the module and should accept only the numerical values.

(iii) The names of the Committee Members scheduled to evaluate candidates will appear at the bottom of each page of the evaluation sheet.

(iv) On the day of GD, in the morning, the OIL HR Team should be able to generate a blank GD Assessment sheet for the discipline(s) scheduled on that day. In case of multiple disciplines scheduled on the same day, the module should generate multiple Assessment Sheets, discipline-wise.

(v) At the end of the GD, the Committee Members/ OIL HR Team will enter the marks for each and every candidate in the numeric fields. The module should calculate the sub-total and the total automatically. The candidates, who are absent on that day, will be marked as absent automatically by the module and the numerical cells will be locked automatically and will not permit to enter any value in these cells for the candidates.

(vi) After entering all the marks for the candidates, the OIL HR Team will save the database after verification and take print for getting signature of the Committee Members. The names of the Committee Members will be printed at the bottom of each page.

(vii) Once the Assessment Sheets are signed, the database will be declared closed by OIL HR Team for any editing.

(viii) The data once saved will be stored in the central server.

SUB MODULE 4 - GENERATING AND PRINTING OF PI ASSESSMENT SHEET WITH THE NAMES OF INTERVIEW COMMITTEE MEMBERS:

(i) Right to be granted to the OIL HR Team named by OIL.

(ii) The format will have two fields - one allowing numerical entry for assigning interview marks and the other to write specific comments/ observation about the candidates by the interview committee members.

(iii) The names of the Interview Committee members scheduled to assess the candidates will appear at the bottom of each page of the evaluation sheet. There should be sufficient place to have the names of up to eight interview committee members.

(iv) On the day of interview, in the morning, the OIL HR Team should be able to generate a blank Personal Interview Assessment sheet for the discipline(s) scheduled on that day. In case of multiple disciplines scheduled on the same day, the module should generate multiple Assessment Sheets, discipline-wise.

(v) At the end of the interview, the interview committee members/ OIL HR Team will enter the marks for each and every candidate in the numeric fields. The candidates, who are absent on that day will be marked as absent automatically by the module and the numerical cells will be locked automatically and will not permit to enter any value in these cells for the candidates.

(vi) After entering marks for the candidates, the OIL HR Team will save the database after verification, take print-out of the evaluation sheet and get signature of each Interview Committee Members for official record.

(vii) Once the Personal Interview sheets are signed, the database will be closed by the system for any editing. None, including the OIL HR Team from OIL and the Agency should have the editing right, once the data is submitted.

(viii) The data once saved will be in the central server.

SUB MODULE 5 - GENERATING AND PRINTING OF ABSENTEE STATEMENT:

(i) Right to be granted to the OIL HR Team to reschedule interview of any candidate marked absent to any other venue.

(ii) At the end of all the interviews, the module should generate a consolidated absentee statement for all the venues of Interview, date-wise for record of OIL.

SUB MODULE 6 - MANAGEMENT OF PI AND GD INTERVIEW COMMITTEE ALONG WITH OPTION FOR EDITING:

(i) Right to be granted to the OIL HR Team named by OIL.

(ii) The module will have a centralized database of Interview Committee Members as approved by the management.

(iii) OIL HR Team will enter the names of additional Interview Committee Members as approved by the Management from time-to time.

(iv) The OIL HR Team will assign the venue and date against each of the selections.

(v) The names of the Committee Members, so assigned will appear at the bottom of the GD Assessment Sheet of that particular date and venue, discipline-wise. Similarly, the names of the Interview Committee Member will automatically appear at the bottom of the Personal Interview Assessment sheet for that particular date and venue discipline-wise.

(vi) At the end of the interview, the module should generate an MIS regarding the number of days of Interviews conducted by each Interview Committee Member.

SUB MODULE 7 - DOWNLOADING GD AND PI MARKS IN EXCEL AT THE END OF GD/INTERVIEW:

(i) Right to be granted to the OIL HR Team named by OIL.

(ii) OIL HR Team to provide the formats for downloading of GD and PI marks in Excel after completion of interview date wise, discipline wise, center/venue wise.

(iii) Post completion of GD/PI for each discipline, date wise and center/venue wise, module should allow generating a download in Excel in the final statement of marks, the details of which will be provided by the OIL HR Team.

(iv) OIL HR Team will provide a downloadable format of the final statement of marks for each discipline, date wise and center/venue wise. The names of the Interview Committee Members scheduled to assess the candidates should appear at the bottom of each page of the statement for taking their signatures.

4.0 MODULE IV - PREPARATION OF FINAL RESULT AND HOSTING & DECLARATION OF THE FINAL RESULT:

- a. Post completion of interviews for each discipline, module should generate a consolidated BIODATA of the candidates called for GD/PI.
- b. The module should allow generating a download in Excel regarding the GD and Personal Interview score of all the candidates.
- c. The module should be able to calculate the total composite score obtained by the candidates based on the algorithm provided by OIL. The candidates, who fail to secure the minimum qualifying marks in any component of the Selection Process, will be taken out of the merit list by the module.
- d. The module will prepare a merit-list as per the information regarding the discipline wise and category wise vacancies provided by OIL.
- e. On verification of the merit-list by OIL HR team, the final-result is to be announced on-line by the agency. The candidates should be able to check their selection status by entering a combination of their personal information like Registration ID of GATE/CLAT/UGC NET, etc. and date of birth.
- f. Each selected candidate will be advised to upload their final mark-sheet on the system in order to ascertain their degree completion status.
- g. Each selected candidate will be informed about their selection, for which the standard text will be provided by OIL. Similarly, each non-selected candidate will get a regret message as per the text provided by OIL. In both the cases, the downloadable message will have the Photograph and also the OILRID and Registration ID of GATE/CLAT/UGC NET, etc. of the Candidates.
- h. Once the final result is announced on the website of OIL, the agency will simultaneously e-mail and SMS the information on the same to all the candidates who had appeared for GD and Personal Interview.
- i. The deliverables, mentioned above is indicative. 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.

5.0 GUARANTEED NUMBER OF CLEAN APPLICATIONS:

The agency will receive a guaranteed payment for handling 75000 'clean applications' from a single or multiple recruitment exercise in a recruitment year. For the actual number of applications received over and above the guaranteed number of applications, the following reduction factor on per application rate will be applicable:

For number of applications between 75001 to 100000, the rate of applications will be 90% of the rate payable per application for the guaranteed number of applications.

For the number of applications between 100001 to 200000, the rate of application will 80% of the rate payable per application for the guaranteed number of applications.

For example, if the number of 'clean applications' (after the deduction of multiple applications) received in a recruitment year is 110000 and the rate per application

decided for the guaranteed number of application is Rs #, then the amount payable to the agency for the receipt of 110000 applications will be calculated as:

Amount payable (in Rs): $[(75000 \times \#) + (25000 \times 0.90\#) + (10000 \times 0.80\#)]$

6.0 ADDITIONAL SCOPE OF WORK:

- a. The complete platform should be hosted within India and for the same; vendor 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 the bid.
- b. The vendor will provide the hardware infrastructure with 1+1 redundancy in Load Sharing mode so as to cater to the load of 30,000 applications per day and 4,000 simultaneous accesses with sufficient Data Storage on the crucial dates of closing of the specific notification.
- c. The portal should have the capacity of receiving minimum 2,00,000 online applications for single recruitment project.
- d. The platform should have handled load of 1,00,000 visitors in a day, with minimum 4000 concurrent visitors. A certificate from external system auditor / client is to be provided along with the bid to substantiate the same.
- e. The vendor has to carry out development / customization of the web application in line with OIL's requirement as per Appendix I as well as design and upload the web based application in the portal of the Vendor. The SRS document (Software Requirement Specification) has to be submitted to OIL for approval.
- f. All the hardware / software licenses required for the purpose of deployment of Online Recruitment Package should be provided by the vendor. OIL will not be liable for any license violation.
- g. The data uploaded by the applicants will be encrypted and transferred in MS Excel/ CSV / ORACLE format or as per the requirement of OIL from time to time.
- h. The SRS document shall contain the model screen layout for submission of applications online for recruitment.
- i. After approval of SRS document, the application will be designed and installed on the infrastructure as above. The system will then be subjected to trial testing by designated officials of OIL.
- j. The system will provide real time monitoring tools with Dashboard facility for higher level supervision at OIL.
- k. The system will have provision for generating reports of any kind from the Database by the designated officials of OIL with download facility.
- l. Before award of work, the vendor has to enter into a Non-Disclosure Agreement (format attached as Appendix II) with OIL. The data collected in respect of the online applications will be kept confidential and will not be used by the vendor and will not be shared with any third party or used for any analysis/ research purpose by the Vendor, unless OIL warrants.
- m. Maintenance and modifications of the software from the date of deployment of the system will be a part of the contract which includes but not limited to publishing of

advertisement and customizing the system as per eligibility criteria of various recruitments.

n. Any number of advertisements can be published during the tenure of contract.

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

p. The system will provide for submission of the application in the following manner which is only indicative and may undergo changes/ improvements based on experience and user feedback.

(i) The system should prompt the applicant to register himself/herself on the recruitment portal by providing certain mandatory information like First Name, Middle Name, Last Name, email address, date of birth, mobile number etc.

(ii) After this registration process, the applicant should receive a Login ID and password either on his/her email address or mobile phone. This will be subsequently used by applicant to fill the application as specified in Appendix I.

(iii) The system should prompt the applicant to fill up all the required information as specified in Appendix I.

(iv) Drop down list should invariably be provided except for fields which need to be filled by the applicants.

(v) After completion of all the fields, the applicant should be allowed to upload his/her photograph and scanned signature. The applicant can view and edit the information if required and finally submit the completed application form. Once photograph and signatures are uploaded, candidates will be allowed to submit the same. Provision will be made for printing the application and convert and store the application as PDF for the reference of the applicant.

(vi) The photograph will be of Passport size (4.5 x 3.5 cms) between 200 to 230 pixels, of size 20 to 50 KB and signature of size 10 to 20KB.

(vii) The system should be user friendly and English in format.

(viii) The web application should be compatible with major popular web browsers.

q. Presentation of the Solution:

As a part of the bid, before the award of contract the likely successful vendor may be asked to give a presentation on the proposed technology and solutions to OIL, before the work order is issued.

r. Security Features:

(i) The vendor should provide a write up on the security approach adopted in their proposed solutions like incorporation of stringent security procedures and measures including encryption and various levels of passwords during the execution of the project to eliminate the possibility of errors, frauds and misuse.

(ii) The vendor will provide the details of encryption technique used to protect unauthorized access to the system and methods used for authentication and validation of the data.

(iii) The vendor will clearly state the Do's and Don'ts along with the list of potential threats and the vendors proposed ways and means of preventing them.

(iv) The vendor will also produce the Security Audit Certificate from CERT-IN empanelled security auditor before making the system live.

s. Access Rights Management:

(i) The System will provide with login screen to specific users of the system. Only authenticated users should be provided access to the application.

(ii) As an enhanced security measure, Online Recruitment System should provide role based access.

(iii) User types will be:

- (a) Administrator to handle the application having all the Read/ Write access
- (b) User to generate reports from the data

t. Standards of Performance:

The Vendor will complete the project in accordance with the specification given by OIL from time to time and in conformity with the international standards on Information Security and Audit and as per various relevant laws such as Information Technology Act 2000 and other related Laws, Rules and Regulations.

u. Responsibilities of the Vendor:

(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 Vendor will arrange all the required Hardware and Software including all kinds of consumables and manpower required for executing the contract awarded at their cost.

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

(v) The Vendor will provide necessary training to the staff of OIL.

v. Software Requirement Specification (SRS):

(i) The Vendor has to design a Software Application based on the requirements mentioned in above to the satisfaction of the OIL. The SRS document (Software Requirement Specification) should be submitted to the OIL Authority for approval as per the delivery schedule.

(ii) The SRS document will clearly define the inputs to the program, configurable parameters, result formats, reports etc. It will have the flow charts describing the logic of data processing.

(iii) Once the SRS is approved, the Vendor has to develop the software as per the delivery schedule.

(iv) The Vendor has to provide training to required number of officials of OIL in operations and maintenance of this package at any time during the contract.

w. Testing:

(i) The Vendor will thoroughly test the software at his 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.

x. Database Management:

(i) The Vendor will be responsible for end-to-end management of database on an ongoing basis to ensure smooth functioning of the same.

(ii) The Vendor will undertake management of changes to webpage design, Database Schema, Disk space, Storage, user roles.

(iii) Undertake performance monitoring and tuning of the databases on a regular basis including, preventive maintenance of the database as required.

(iv) The Vendor will provide management of database upgrade or patch upgrade as and when required with minimum Downtime.

(v) The Vendor 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 Vendor will provide and use of 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 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 a specific recruitment will be given to OIL within five 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 be discussed with the concerned OIL Officers before proceeding further.

y. Disaster Recovery:

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.

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.

z. Attachments:

Annexure I : Application Format

Annexure II : Format of Non-Disclosure Agreement

7.0 TRANSFER OF SOFTWARE TO OIL

After completion of the contract period, the agency will require to hand over the software package to OIL with the source code and with all its functions and features in working condition. The agency will install the final executable version of the software in the system of OIL and compile the programme from the current source code. The agency will also facilitate testing of the software and hand-holding for the team for a period of 45 days from the date of completion of contract. The cost incurred towards the transfer or handover of the software or code will be borne by OIL.

8.0 TIMELINES FOR ACTIVITIES

The tentative timelines for Developing and Implementing the Software and preparing the complete module is given below. The final schedule will be worked out in consultation with Agency, getting the work order after the tendering process:

Sl. No	Critical Milestone/ Activities	Schedule
Receipt of online application and applicants' database management		
1	Testing of software of receipt of Online Application	4 weeks after issue of work order
2	Finalization of Software	2 weeks after testing
3	Application module going live	2/3 days after testing
4	Closure of online application module	As decided by OIL HR Team.
5	Replying to queries of candidates through e-mail	Within 24 hours of receipt of mail
6	Preparation of Shortlist of Candidates to be called	Within 4 days of handing over the GATE/CLAT/UGC NET, etc. score.
7	Hosting of list of shortlisted candidates, Mail, SMS	Within 2 days of verification and confirmation of shortlist from OIL.
Development of Software for managing Group Discussion and Personal Interviews		
1	Developing/ Testing of software	4 weeks from finalization of Software under Module 1
2	Completion of this software in all respects	2 weeks after testing of this software
3	Compilation of score and preparation of final merit for a particular discipline	Within 3 days of completion of interview for the particular discipline
4	Announcement of Result	Within 3 days of confirmation from OIL.

9.0 SPECIAL CONDITION:

The contractual price payable shall be subject to adjustment by way of discount as hereinafter specified. If the development/deployment of the software is not achieved by the last day as mentioned in the timelines (referred to as the starting date of discount calculation), OIL shall be entitled to adjustment by way of discount in the price of the project in a sum equivalent to the % of total contract value as proposed below:

"1% of the total contract value if the software is completed and made operational within 1 week of starting date for discount calculation.

"2% of the total contract value if the software is completed and made operational within 2 week of starting date for discount calculation.

"3% of the total contract value if the software is completed and made operational within 3 week of starting date for discount calculation.

"5% of the total contract value if the software is completed and made operational after 3 week of starting date for discount calculation.

10.0 PAYMENT TERMS:

A. Bidder has to quote a lump sum amount against Item No. 10 of Part - II; SOQ for development and maintenance of the entire software which will facilitate the entire recruitment events as described in the SCC and transfer of the entire software. However, the payment terms for development, maintenance and transfer will be as follows:

1) On successful development, demonstration and uploading of the software and making it ready for operation. Certification of the successful software development and demonstration followed by uploading of the software for making it ready for operation is to be certified by IT and Personnel Department of OIL. It is to be noted that no payment will be made for unsuccessful or partial completion of the Phase as per timeline for activities. 30% of the quoted amount for Item No. 10 will be paid after compliance of the above.

2) Successful Completion of all Recruitment Exercise as per timeline of activities after award of work-order in the first year i.e. 12 months from the date of issue of work order. 20% of the quoted amount for Item No. 10 will be paid for software maintenance after compliance of the above.

3) Successful Completion of all Recruitment Exercise as per timeline for activities in the second year i.e. 24 months from the date of issue of work order. 20% of the quoted amount for Item No. 10 will be paid for software maintenance after compliance of the above.

4) Successful Completion of all Recruitment Exercise as per timeline for activities in the Third year i.e. 36 months from the date of issue of work order. 15% of the quoted amount for Item No. 10 will be paid for software maintenance after compliance of the above.

5) Successful Completion of all Recruitment Exercise as per timeline for activities in the Fourth year i.e. 48 months from the date of issue of work order. 10% of the quoted amount for Item No. 10 will be paid for software maintenance after compliance of the above.

6) After Transferring the Software with the Source Code and Hand Holding for 45 days of completion of Fourth Year of Recruitment. 5% of the quoted amount for Item No. 10 will be paid after compliance of the above.

B. Application Receipt to result declaration:

Bidder has to quote for the services on yearly basis against Line Item No. 20 of SOQ for handling the guaranteed 75,000 clean applications from a single or multiple recruitment exercise in a recruitment year. However, the payment terms are as follows:

a) On successful completion of receipt of clean applications online (for each cycle or each recruitment) 30% of (No. of clean application X Rate per application*) will be paid.

b) On successful completion of preparation of shortlist and holding the interview process (for each cycle or each recruitment) 40% of (No. of clean application X Rate per application*) will be paid.

c) On successful completion of announcement of final results (for each cycle or each recruitment), 30% of (No. of clean application X Rate per application*) will be paid.

*** Rate per application for a recruitment year will be calculated as below:**

For 75,000 clean applications per application rate will be = Quoted rate against line item 20 / 75,000 guaranteed application.

Beyond 75,000 to 1,00,000 applications, per application rate will be quoted per application rate as per line item 30 of SOQ.

Beyond 1,00,000 to 2,00,000 applications, per application rate will be quoted per application rate as per line item 40 of SOQ.

Note: A recruitment year is the year calculated from the date of issue of Work order. Bidder should not get confused with the calendar or financial year.

For example,

Let,

Total clean application received for a recruitment year is 1,40,000

Total no. of recruitment or cycle is 3

Total clean application received during 1st recruitment or cycle is 60,000

Total clean application received during 2nd recruitment or cycle is 40,000

Total clean application received during 3rd recruitment or cycle is 40,000

The quoted rate per year against line item 20 of SOQ is Rs. 3,75,000

The quoted rate per application against line item 30 of SOQ is Rs. 4.5

The quoted rate per application against line item 40 of SOQ is Rs. 4.0

Hence, Payment schedule for 1st recruitment or cycle in the year will be as follows:

a) On successful completion of receipt of clean applications online

= 30 % X {(3,75,000/75000) X 60000}

= 30 % X (5 X 60,000)

= 30 % X 3,00,000

= Rs. 90,000

b) On successful completion of preparation of announcement of final results

$$\begin{aligned} &= 40 \% \times \{(3,75,000/75000) \times 60000\} \\ &= 40 \% \times (5 \times 60,000) \\ &= 40 \% \times 3,00,000 \\ &= \text{Rs. } 1,20,000 \end{aligned}$$

c) On successful completion of preparation of shortlist and holding the interview process

$$\begin{aligned} &= 30 \% \times \{(3,75,000/75000) \times 60000\} \\ &= 30 \% \times (5 \times 60,000) \\ &= 30 \% \times 3,00,000 \\ &= \text{Rs. } 90,000 \end{aligned}$$

Accordingly, Payment schedule for 2nd recruitment or cycle in the year will be as follows:

a) On successful completion of receipt of clean applications online

$$\begin{aligned} &= 30 \% \times \{(3,75,000/75000) \times (75,000-60000) + (25,000 \times 4.5)\} \\ &= 30 \% \times (5 \times 15,000 + 1,12,500) \\ &= 30 \% \times 1,87,500 \\ &= \text{Rs. } 56,250 \end{aligned}$$

b) On successful completion of preparation of announcement of final results

$$\begin{aligned} &= 40 \% \times \{(3,75,000/75000) \times (75,000-60000) + (25,000 \times 4.5)\} \\ &= 40 \% \times (5 \times 15,000 + 1,12,500) \\ &= 40 \% \times 1,87,500 \\ &= \text{Rs. } 75,000 \end{aligned}$$

c) On successful completion of preparation of shortlist and holding the interview process

$$\begin{aligned} &= 30 \% \times \{(3,75,000/75000) \times (75,000-60000) + (25,000 \times 4.5)\} \\ &= 30 \% \times (5 \times 15,000 + 1,12,500) \\ &= 30 \% \times 1,87,500 \\ &= \text{Rs. } 56,250 \end{aligned}$$

Accordingly, Payment schedule for 3rd recruitment/cycle in the year will be as follows:

a) On successful completion of receipt of clean applications online

$$\begin{aligned} &= 30 \% \times 40,000 \times 4 \\ &= 30 \% \times 1,60,000 \\ &= \text{Rs. } 48,000 \end{aligned}$$

b) On successful completion of preparation of announcement of final results

$$\begin{aligned} &= 40 \% \times 40,000 \times 4 \\ &= 40 \% \times 1,60,000 \\ &= \text{Rs. } 64,000 \end{aligned}$$

c) On successful completion of preparation of shortlist and holding the interview process

$$\begin{aligned} &= 30 \% \times 40,000 \times 4 \\ &= 30 \% \times 1,60,000 \\ &= \text{Rs. } 48,000 \end{aligned}$$

To,
DGM-CONTRACT
OIL INDIA LIMITED
DULIAJAN-786602

SUB: SAFETY MEASURES**Description of work/service:**

Hiring services for Development of Software and Receipt of On-Line Applications, Management of Applicants' Database, Development and Management of Software for managing Group Discussion/Personal Discussion including declaration of results for recruitment of Executive Trainees/Officers for Oil India Ltd.

Sir,

We hereby confirm that we have fully understood the safety measures to be adopted during execution of the above contract and that the same have been explained to us by the concerned authorities. We also give the following assurances.

a) Only experienced and competent persons shall be engaged by us for carrying out work under the said contract.

b) The names of the authorized persons who would be supervising the jobs on day to day basis from our end are the following:

i) _____

ii) _____

iii) _____

The above personnel are fully familiar with the nature of jobs assigned and safety precautions required.

c) Due notice would be given for any change of personnel under item(b) above.

d) We hereby accept the responsibility for the safety of all the personnel engaged by us and for the safety of the Company's personnel and property involved during the course of our working under this contract. We would ensure that all the provisions under the Oil Mines Regulations, 1984 and other safety rules related to execution of our work would be strictly followed by our personnel. Any violation pointed out by the Company's Engineers would be rectified forthwith or the work suspended till such time the rectification is completed by us and all expenditure towards this would be on our account.

e) We confirm that all persons engaged by us would be provided with the necessary Safety Gears at our cost.

f) All losses caused due to inadequate safety measures or lack of supervision on our part would be fully compensated by us and the Company will not be responsible for any lapses on our part in this regard.

g) We shall abide by the following HSE (Health, Safety & Environmental) POINTS:

GENERAL HEALTH, SAFETY & ENVIRONMENT (HSE) POINTS:

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.

(Seal)

Yours Faithfully

Date _____

M/s _____
FOR & ON BEHALF OF CONTRACTOR

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 services for Development of Software and Receipt of On-Line Applications, Management of Applicants' Database, Development and Management of Software for managing Group Discussion/Personal Discussion including declaration of results for recruitment of Executive Trainees/Officers for Oil India Ltd.**

(IFB No. CDI1794P17)

The Principal values full compliance with all relevant laws and regulations, and the principles of economic use of resources, and of fairness and transparency in its relations with its Bidder/s and Contractor/s.

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

Section 1 - Commitments of the Principal

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

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

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

Section 2 - Commitments of the Bidder/Contractor

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

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

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

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

If the Bidder, before contract award has committed a transgression through a violation of Section 2 or in any other form such as to put his reliability or risibility as Bidder into question, the Principal is entitled to disqualify the Bidder from the tender

process or to terminate the contract, if already signed, for such reason.

1. If the Bidder/Contractor has committed a transgression through a violation of Section 2 such as to put his reliability or credibility into question, the Principal is entitled also to exclude the Bidder/Contractor from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of the transgression. The severity will be determined by the circumstances of the case, in particular the number of transgressions, the position of the transgressions within the company hierarchy of the Bidder and the amount of the damage. The exclusion will be imposed for a minimum of 6 months and maximum of 3 years.
2. The Bidder accepts and undertakes to respect and uphold the Principal's Absolute right to resort to and impose such exclusion and further accepts and undertakes not to challenge or question such exclusion on any ground, including the lack of any hearing before the decision to resort to such exclusion is taken. This undertaking is given freely and after obtaining independent legal advice.
3. If the Bidder/Contractor can prove that he has restored/recouped the Damage caused by him and has installed a suitable corruption prevention system, the Principal may revoke the exclusion prematurely.
4. A transgression is considered to have occurred if in light of available evidence no reasonable doubt is possible.

Section 4 - Compensation for Damages

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

Section 5 - Previous Transgression

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

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

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

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

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

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

1. The Principal appoints competent and credible external independent Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
2. The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the Chairperson of the Board of the Principal.
3. The Contractor accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The

Monitor is under contractual obligation to treat the information and documents of the Bidder/Contractor/Subcontractor with confidentiality.

4. The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
5. As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or heal the violation, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
6. The Monitor will submit a written report to the Chairperson of the Board of the Principal within 8 to 10 weeks from the date of reference or intimation to him by the 'Principal' and, should the occasion arise, submit proposals for correcting problematic situations.
7. If the Monitor has reported to the Chairperson of the Board a substantiated suspicion of an offence under relevant Anti-Corruption Laws of India, and the Chairperson has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Vigilance Office, the Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.
8. The word 'Monitor' would include both singular and plural.

Section 9 - Pact Duration

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

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

Section 10 - Other provisions

1. This agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the Principal, i.e. New Delhi.
2. Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
3. If the Contractor is a partnership or a consortium, this agreement must be, signed by all partners or consortium members.

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

For the Principal
Bidder/Contractor

For the

Place: Duliajan.

Witness 1:

Date:

Witness 2:

~~~~~ **End of Integrity Pact** ~~~~~

**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 M/s..... (Name of the Bidder) for the last three (3) completed accounting years up to .....**(as the case may be)** are correct.

| <b>YEAR</b> | <b>TURN OVER</b><br>In INR (Rs.) Crores | <b>NET WORTH</b><br>In INR (Rs.) Crores |
|-------------|-----------------------------------------|-----------------------------------------|
|             |                                         |                                         |
|             |                                         |                                         |
|             |                                         |                                         |

Place:

Date:

Seal:

Membership Code & Registration No. :

Signature

**BID FORM**

To  
M/s. Oil India Limited,  
P.O. Duliajan, Assam, India

**Sub: IFB No. CDI1794P17**

*Gentlemen,*

Having examined the General and Special Conditions of Contract and the Terms of Reference including all attachments thereto, the receipt of which is hereby duly acknowledged, we the undersigned offer to perform the services in conformity with the said conditions of Contract and Terms of Reference for the sum of \_\_\_\_\_ **“NOT TO BE QUOTED HERE”** (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.

If our Bid is accepted, we will obtain the guarantee of a bank in a sum not exceeding 7.5% of the total contract value for the due performance of the Contract.

We agree to abide by this Bid for a period of 90 days from the date fixed for Bid closing and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

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

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

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_.

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

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

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

**Seal of the Bidder:**

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

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

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

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

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

**NOTE:**

OIL INDIA LIMITED expects the bidders to fully accept the terms and conditions of the bid document. However, should the bidders still envisage some exceptions/deviations to the terms and conditions of the bid document, the same should be indicated as per above format and submit along with their bids. If the “**Statement of 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 IFB requirements.

**LETTER OF AUTHORITY FOR ATTENDING BID OPENING**

TO  
**DGM - CONTRACTS**  
**OIL INDIA LIMITED**  
P.O. Duliajan - 786 602  
Assam, India

Sir,

Sub: OIL's IFB No. CDI1794P17

I / We \_\_\_\_\_ confirm that Mr. \_\_\_\_\_ (Name and address) as authorized to represent us during bid opening on our behalf with you against IFB Invitation No. **CDI1794P17** for **Hiring services for Development of Software and Receipt of On-Line Applications, Management of Applicants' Database, Development and Management of Software for managing Group Discussion/Personal Discussion including declaration of results for recruitment of Executive Trainees/Officers for Oil India Ltd.**

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

Yours Faithfully,

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

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

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

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

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

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

To:  
M/s. OIL INDIA LIMITED  
For DGM - Contracts  
Duliajan, Assam, India, Pin - 786 602.

WHEREAS, (Name of Bidder) \_\_\_\_\_ (hereinafter called "the Bidder") has submitted their offer Dated \_\_\_\_\_ for the provision of Hiring services for **"Development of Software and Receipt of On-Line Applications, Management of Applicants' Database, Development and Management of Software for managing Group Discussion/Personal Discussion including declaration of results for recruitment of Executive Trainees/Officers for Oil India Ltd."** (hereinafter called "the Bid") against OIL INDIA LIMITED, Duliajan, Assam, India (hereinafter called the Company)'s **IFB No. CDI1794P17.**

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 one or both of the two conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to and including the date (\*\*--/--/--) 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 \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_  
(Signature, Name and Address)

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

Place: \_\_\_\_\_

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

**\*\*** Date of expiry of Bank Guarantee should be minimum 30 days after the end of the validity period of the Bid /as specified in the Tender.



**DETAILS OF BIDDER**  
**(WHEREVER APPLICABLE, TO BE FILLED BY THE BIDDER)**

|           |                                                                                                                                                                                                                 |                                                                                                 |                         |                            |                           |
|-----------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------|-------------------------|----------------------------|---------------------------|
| <b>a.</b> | <u>Name of the Bidder / Firm:</u>                                                                                                                                                                               |                                                                                                 |                         |                            |                           |
| <b>b.</b> | <u>Registered postal address with PIN code:</u>                                                                                                                                                                 |                                                                                                 |                         |                            |                           |
| <b>c.</b> | <u>Telephone No:</u>                                                                                                                                                                                            |                                                                                                 |                         |                            |                           |
| <b>d.</b> | <u>Mobile No:</u>                                                                                                                                                                                               |                                                                                                 |                         |                            |                           |
| <b>e.</b> | <u>E-mail ID:</u>                                                                                                                                                                                               |                                                                                                 |                         |                            |                           |
| <b>f.</b> | <u>Fax No:</u>                                                                                                                                                                                                  |                                                                                                 |                         |                            |                           |
| <b>g.</b> | <u>Contact Person:</u>                                                                                                                                                                                          |                                                                                                 |                         |                            |                           |
| <b>h.</b> | <u>Contact person's contact No:</u>                                                                                                                                                                             |                                                                                                 |                         |                            |                           |
| <b>i.</b> | <u>PAN No:</u>                                                                                                                                                                                                  |                                                                                                 |                         |                            |                           |
| <b>j.</b> | <u>Bidder's Bank details:</u>                                                                                                                                                                                   | Name:<br><br>Address:<br><br>A/c Type:<br><br>A/c No.:<br><br>IFSC/RTGS Code:<br><br>NEFT Code: |                         |                            |                           |
| <b>k.</b> | <u>EMD / Bid Security Details:</u>                                                                                                                                                                              |                                                                                                 |                         |                            |                           |
|           | EMD / Bid Security Deposited vide:<br>(Tick ✓ whichever is applicable)                                                                                                                                          | ONLINE<br>PAYMENT                                                                               | DEMAND<br>DRAFT<br>(DD) | BANKER'S<br>CHEQUE<br>(BC) | BANK<br>GUARANTEE<br>(BG) |
|           | EMD Instrument No. & Date:                                                                                                                                                                                      |                                                                                                 |                         |                            |                           |
|           | Validity of BG:<br>(If EMD submitted vide BG)                                                                                                                                                                   |                                                                                                 |                         |                            |                           |
|           | Name & Address of EMD issuing Bank / Branch<br>(only in case of EMD submitted in the form of DD / BC / BG)                                                                                                      |                                                                                                 |                         |                            |                           |
| <b>l.</b> | <u>VAT Regn. No.</u>                                                                                                                                                                                            |                                                                                                 |                         |                            |                           |
| <b>m.</b> | <u>Service Tax Regn. No.</u><br>(If not available then to be submitted on issuance of LOA)                                                                                                                      |                                                                                                 |                         |                            |                           |
| <b>n.</b> | PF code no.<br>(Or a declaration by the applicant that provisions of Provident Fund Act is not applicable to them. In case P.F. is required to be deposited later on, the same will be deposited by the bidder) |                                                                                                 |                         |                            |                           |
| <b>o.</b> | Vendor code with OIL<br>(if available)                                                                                                                                                                          |                                                                                                 |                         |                            |                           |

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

Name in Block letters \_\_\_\_\_

For M/S. \_\_\_\_\_

**STANDARD FORMAT OF PERFORMANCE SECURITY (BANK GUARANTEE)  
(TO BE FURNISHED BY THE CONTRACTOR IN CASE OF SUBMITTING PERFORMANCE  
SECURITY IN THE FORM OF BANK GUARANTEE AFTER ISSUE OF LOA)**

To:

M/s. OIL INDIA LIMITED,  
CONTRACTS DEPARTMENT  
DULIAJAN, ASSAM, INDIA, PIN - 786 602.

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 \_\_\_\_\_



ऑयल इंडिया लिमिटेड  
(भारत सरकार का उद्यम)  
**Oil India Limited**  
(A Government of India Enterprise)

### Application form (Personal & Confidential)

Please take the print out of the application form in A4 size portrait format only

GATE Reg. No. # :  
Oil Indian Reg. No.# :  
Date :  
Post Applied for :  
Candidate's Name :  
Father's / Husband's Name :  
Relationship :  
Date of Birth :  
Gender :  
Choice for Interview Centre :  
Contact No :  
Email Id :  
Alternate Email Id :  
Are You presently in Employment with OIL :  
Category :  
State of Origin / Domicile :  
Religion :  
Whether belong to persons with Disabilities (PWD)? :  
Whether Ex-Serviceman :  
Domiciled in JK (between 01.01.1980 and 31.12.1989) :  
Marital Status :  
Discipline Applied For :  
Discipline Code :  
**Educational Qualification Details**  
Name of Degree :  
Branch / Name of the Course :  
Whether Full time Regular Course :  
whether Completed :  
Month & Year of Passing :  
% of Marks :  
Course Duration :  
College / Institution Name :  
Name of Affiliate University :  
Course Approved by AICTE :  
**Address for Correspondence**  
Address1 :  
Address2 :  
City / Town :  
State :  
Pincode :  
Nearest Railway station :

Paste your recent self  
attested Passport size  
photograph and it should be  
the same as submitted along  
with GATE Application form

Permanent Address if different from above

Address1 :  
Address2 :  
City / Town :  
State :  
Pincode :

All the information given in this application form are true to the best of my knowledge and belief. If any of the information is found incorrect, my candidature may be cancelled.

Date:

Signature:

#### CANDIDATE TO PLEASE NOTE:

1. Please note your OIL registration no. for future reference
2. Please visit our website after about 3 weeks of declaration of GATE 2016 result for further information.
3. Please retain the photograph uploaded for GATE 2016 application. If you are shortlisted for further selection process. Same photograph may be required to be uploaded.
4. Mobile no. and email ID mention in this application form should remain valid for at least next one year.
5. If you are shortlisted for interview you will be required to produce this application form.
6. You may contact our helpline number 1860 354 0112 or write to us at recruit2016@indianoil.in

**NON-DISCLOSURE AGREEMENT**

**BETWEEN**

**Oil India Ltd (OIL)**, a company incorporated under the Companies Act, 1956 and having its registered office at Duliajan, Assam – 786602, hereinafter referred to as “**OIL**” (which expression shall unless it be repugnant to the context or meaning thereof, mean and include its successors in office and assignees) of the **ONE PART** and

**AND**

\_\_\_\_\_ a company incorporated under the Companies Act, 1956 having its registered office at

\_\_\_\_\_. (Hereinafter referred to as “\_\_\_\_\_” which expression unless repugnant to the context or meaning thereof be deemed to include its successors and assigns) of the **SECOND PART**;

**OIL** and \_\_\_\_\_ are hereinafter collectively referred to as the “Parties”.

**WHEREAS**, the Parties intend to engage in discussions and negotiations concerning the establishment of a business relationship between themselves. In the course of such discussions and negotiations, it is anticipated that each Party may disclose or deliver to the other certain or some of its trade secrets or confidential or proprietary information, for the purpose of enabling the other party to evaluate the feasibility of such business relationship (hereinafter referred to as “the Project”).

The Parties wish to ensure that all such confidential information disclosed by either party will be held by the party who has received it in confidence and used solely in connection with their cooperation.

**NOW, THEREFORE**, in consideration of the foregoing premises, and the mutual covenants contained herein, the Parties hereby agree as follows:



## **ARTICLE 1. DEFINITION**

For the purpose of this Agreement,

### **ARTICLE-1: CONFIDENTIAL INFORMATION**

"Confidential Information" shall mean and include any information of any nature (commercial, technical, marketing, financial, etc.) in any form including but not limited to copy, abstract, sample, note or module, disclosed by either party (the "Disclosing Party") to the other party (the "Receiving Party") within the scope of the Project, whether such information are disclosed through written documents, electronic transmissions, orally or visually, and without it being necessary for the Disclosing Party to specify the confidential nature of such information.

## **ARTICLE 2. CONFIDENTIALITY**

2.1 The Receiving Party hereby agrees to consider and treat as strictly confidential, during the term of this Agreement, the Confidential Information of the Disclosing Party. This paragraph shall survive after any expiration or termination of this Agreement and shall bind Receiving Party, its employees, agents, representatives, successors, heirs and assigns.

The Receiving Party agrees in particular:

- i) not to publish in any manner or otherwise disclose to any third party any Confidential Information or part of it, and to treat all Confidential Information at least with the same degree of care as it applies to its own files of a confidential nature;
- ii) not to use Confidential Information, even partially, for the benefit of any third party or for its own account (except for the sole purpose of the business arrangement described in the recitals above);
- iii) not to decompile, disassemble, decode, reproduce, redesign, reverse engineer or manufacture any information, code, process, products or equipment of the Disclosing Party or any part thereof; and
- iv) to disclose Confidential Information only to those of its employees and Affiliates who have a reasonable need to know in connection with the business arrangement described in the recitals above, to inform such employees of the confidential nature of the Confidential Information, and to cause them to comply with any and all terms of this Agreement.

- v) to disclose confidential information to consultants engaged by receiving Party provided such consultant also executes a Non-Disclosure Agreement with the receiving party that contains terms and conditions that are no less restrictive than these and with the prior consent of the disclosing party.

2.2 Neither OIL nor \_\_\_\_\_ shall disclose to the public or to any third parties (i) the fact that the cooperation described in the recitals above is taking place between them, or (ii) the fact that Confidential Information have been made available to it or that it

has inspected any portion of the Confidential Information, without the prior written consent of the other party, unless required to do so by applicable law or regulation.

In the latter case, prior to disclosure of any information concerning the existence of the cooperation, the party obliged to make a disclosure shall inform the other party of the reason and proposed content of such disclosure and shall written consent thereon.

### **ARTICLE 3. EXCEPTIONS**

The obligations set forth in Article 2 of this Agreement shall not apply to Confidential Information which:

- i) is in the public domain at the time of its disclosure by the Disclosing Party or thereafter falls into it without any breach of this Agreement (and, in that case, only from the date on which it fell into the public domain) ;
- ii) was known by the Receiving Party prior to its disclosure by the Disclosing Party, provided that the Receiving Party gives proper evidence of such prior knowledge; or
- iii) has been rightfully obtained by the Receiving Party from a third party without any breach of a confidentiality obligation towards the Disclosing Party; or
- iv) has been independently discovered or developed by the Receiving Party without using Confidential Information, so long as such independent discovery or development can be documented and verified.
- v) is required to be disclosed as per any law in force in India or under order of any competent court.

Confidential Information shall not be deemed to be or fall within exceptions i) to v) merely because it is embraced by more general information in the public domain or by more general

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information thereafter acquired or developed by the Receiving Party. In addition, any combination of features/items/information/data shall not be deemed to be within the foregoing exceptions merely because individual features/items/information/data are in the public domain or in the possession of the Receiving Party.

#### **ARTICLE 4. RETURN OF DOCUMENTS**

Upon the expiration of this Agreement, or at the Disclosing Party's request, the Receiving Party shall promptly return to the Disclosing Party all documents including but not limited to copies, abstract, extracts, samples, notes or modules embodying Confidential Information of the Disclosing Party, or, at the option and direction of the Disclosing Party, destroy all copies of the Disclosing Party's Confidential Information and certify in writing that such copies have been duly destroyed. Until that date, the Receiving Party shall keep such documents in a place permitting both their secrecy and their rapid recovery.

#### **ARTICLE 5. NO OTHER RIGHTS OR OBLIGATIONS**

5.1 Notwithstanding the disclosure of any Confidential Information by the Disclosing Party to the Receiving Party, the Disclosing Party shall retain title and all intellectual property and proprietary rights in the Confidential Information. No license under any trademark, patent or copyright, or application for same which are now or thereafter may be obtained by such Party is either granted or implied by the conveying of Confidential Information. The Receiving Party shall not conceal, alter, obliterate, mutilate, deface or otherwise interfere with any trademark, trademark notice, copyright notice, confidentiality notice or any notice of any

5.2 Nothing in this Agreement shall be construed as granting or conferring to either party any rights by license or otherwise in the Confidential Information, except as expressly provided herein.

5.3 Nothing in this Agreement shall be construed as (i) obligating either party to disclose any information which it does not wish to disclose, or (ii) obligating either party to accept any offer or enter into any agreement between the Parties.



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5.4 Other proprietary right of the Disclosing Party on any copy of the Confidential Information, and shall reproduce any such mark or notice on all copies of such Confidential Information. Likewise, the Receiving Party shall not add or emboss its own or any other any mark, symbol or logo on such Confidential Information.

#### **ARTICLE 6. NO WAIVER OF RIGHT ON DELAY**

6.1 No delay or omission by either party in exercising any rights under this Agreement will operate as a waiver of that or any other right. A waiver or consent given by either party on any one occasion is effective only in that instance and will not be construed as a bar to or waiver of any right on any other occasion.

#### **ARTICLE 7. APPLICABLE LAW – JURISDICTION**

7.1 All disputes arising in connection with this Agreement, if not settled amicably by the Parties, shall be finally settled under the provisions of the Indian Arbitration and Conciliation Act, 1996 by three arbitrators appointed in accordance with the said Act.

7.2 The arbitration shall be conducted in English. The arbitral tribunal shall have its seat in **Guwahati** or any other place as may be mutually agreed by both the parties. The arbitration award shall be final and binding on the Parties, and the Parties agree to be bound thereby and to act accordingly. The costs of arbitration shall be borne by the party as provided in the Act.

7.3 The Courts of **Dibrugarh** shall only have the jurisdiction for the purpose of this Agreement

#### **ARTICLE 8. DURATION**

This Agreement shall come into force on the date written hereunder, and shall remain in force for a period of **four (4)** years starting from such date. The obligations set forth in Article 2 hereof shall survive the expiration of this Agreement for the period specified in such Article.

#### **ARTICLE 9. COMPLETE AGREEMENT**

The Parties agree that this Agreement (i) is the complete and exclusive statement between the Parties with respect to the protection of the confidentiality of Confidential Information, (ii)

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supersedes all related discussions and other communications between the Parties, and (iii) may only be modified in writing by authorized representatives of the Parties.

#### **ARTICLE 10. PUBLICATIONS**

Neither Party shall make news releases, public announcements, give interviews, issue or publish advertisements or publicize in any other manner whatsoever in connection with this Agreement, the contents/provisions thereof, other information relating to this Agreement, the Purpose, the Confidential Information or other matter of this Agreement, without the prior written approval of the other Party.

#### **ARTICLE 11. REMEDIES**

The Receiving Party acknowledges that if the Receiving Party fails to comply with any of its obligations hereunder, the Disclosing Party may suffer immediate, irreparable harm for which monetary damages may not be adequate. The Receiving Party agrees that, in addition to all other remedies provided at law or in equity, the Disclosing Party shall be entitled to injunctive relief hereunder.

IN WITNESS WHEREOF the Parties have caused this Agreement to be executed by their duly authorized representatives on the date written hereunder.

Made on \_\_\_\_\_, at \_\_\_\_\_ (Place)

On behalf of OIL

On behalf of \_\_\_\_\_

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

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

Name:

Name:

Designation:

Designation: