



Date: 20.08.2019

FORWARDING LETTER

M/s _____

Sub: IFB No. CJI-2167-P20 FOR HIRING OF MAN POWER RECRUITMENT AGENCY FOR RECRUITMENT OF WORKMEN IN RAJASTHAN PROJECT FOR A PERIOD OF ONE(01) YEAR WITH A PROVISION FOR EXTENSION BY ANOTHER ONE(01) YEAR OR PART THEREOF AT THE SAME RATES, TREMS & CONDITIONS.

Dear Sirs,

1.0 OIL INDIA LIMITED (OIL), a “Navaratna” Category, Government of India Enterprise, is a premier OIL Company engaged in exploration, production and transportation of crude oil & natural gas with its Headquarters at Duliajan, Assam. Rajasthan Project of Oil India Limited (OIL), is engaged in exploration and production of Natural Gas from the Jaisalmer Basin and exploration of Heavy Oil in Bikaner-Nagaur basin of Western Rajasthan in India. The Project Office of OIL at Jodhpur is well connected by Road, Rail & Air.

2.0 In connection with its operations, OIL invites Local Competitive Bids (LCB) from competent and experienced Contractors through OIL’s e-procurement site for **Hiring of Manpower Recruitment Agency for Recruitment of Workmen in Rajasthan Project for a period of one(01) year with a provision for extension by another one(01) year or part thereof at the same rates, terms & conditions.** One complete set of Bid Document covering OIL's IFB for hiring of above services is uploaded in OIL’s e-procurement portal. You are invited to submit your most competitive bid on or before the scheduled bid closing date and time through OIL’s e-procurement portal. For your ready reference, few salient points of the IFB (covered in detail in the Bid Document) are highlighted below:

IFB No./ Tender No.	CJI-2167-P20
a. Type of IFB.	Single Stage Two Bid System with Quality & Cost Based Selection (QCBS) method.
b. Bid Closing Date & Time.	27.09.2019 at 11-00 hrs (IST).
c. Bid (Technical) Opening Date & Time.	27.09.2019 at 15-00 hrs (IST).
d. Priced Bid Opening Date & Time.	Will be intimated to the eligible Bidders nearer the time.
e. Bid Submission Mode.	Bid to be uploaded on-line in OIL’s E-Procurement portal.
f. Bid Opening Place.	Office of the DGM, M&C, Oil India Ltd., 2A, District Shopping Center, Saraswati Nagar, Basni,

	Jodhpur-342005, Rajasthan, India.
g. Bid Validity.	120 days from bid Closing date.
h. Mobilization Time.	As defined in the tender.
i. Bid Security Amount.	INR 1,91,000/-
j. Bid Security Validity.	210 days from bid closing date.
k. Amount of Performance Security.	10% of one year contract value.
l. Validity of Performance Security.	Shall be valid till 3 months beyond the completion date of contract.
m. Duration of the Contract.	One(01) year from the date of commencement of contract.
n. Quantum of Liquidated Damage for Default in Timely Mobilisation.	Refer clause No. 17.0 of General Conditions of Contract (Part-3, Section-I)
o. Bids to be addressed to.	DGM, M&C, Oil India Ltd., 2A, District Shopping Center, Saraswati Nagar, Basni, Jodhpur-342005, Rajasthan, India.
p. Pre-Bid Conference Date.	13.09.2019 at 11:00 hrs (IST).
q. Last Date of receipt of Queries.	10.09.2019 up to 17:30 Hrs (IST)

3.0 Pre-Bid Conference: A pre-bid conference to explain Company's exact requirements and to reply queries of Bidders, if any, on the tender stipulations will be held on **13.09.2019 at 11:00 hrs (IST)**, in OIL's Project Office at 2A, District Shopping Centre, Saraswati Nagar, Basni, Jodhpur-342005, Rajasthan, India. Maximum of two representatives of each bidder will be allowed to attend the pre-bid conference on producing authorization letter. Bidders interested to attend the Pre-Bid Conference should intimate Dy. General Manager (M&C), Oil India Limited, Jodhpur latest by 10.09.2019 up to 17:30 Hrs (IST).

4.0 Integrity Pact: The Integrity Pact must be uploaded in OIL's E-procurement portal along with the Technical Bid digitally signed by the same signatory who signed the Bid i.e. who is duly authorized to sign the Bid. If any Bidder refuses to sign Integrity Pact or declines to submit the Integrity Pact, their bid shall be rejected straightway. Uploading the Integrity Pact with digital signature will be construed that all pages of the Integrity Pact has been signed by the Bidder's authorized signatory who signs the Bid.

5.0 GUIDELINES FOR PARTICIPATING IN OIL'S E-PROCUREMENT:

5.1 To participate in OIL's E-procurement tender, bidders should have a legally valid digital certificate **of Class 3 with Organizations Name** and **Encryption certificate** as per Indian IT Act from the licensed Certifying Authorities operating under the Root Certifying Authority of India (RCAI), Controller of Certifying Authorities (CCA) of India (<http://www.cca.gov.in>). **Digital Signature Certificates having "Organization Name" field as "Personal" are not acceptable.**

5.2 Bidders without having E-tender Login ID and Password should complete their online registration at least seven (7) days prior to the scheduled bid closing date and time of the tender. For online registration, Bidder may visit the OIL's E-tender site <https://etender.srm.oilindia.in/irj/portal>

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

5.4 MSEs Units (manufacturers/Service Providers only and not their dealers/distributors) who are already registered with District Industry Centres or Khadi & Village Industries Commission or Khadi & Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts & Handloom or any other body specified by Ministry of MSME are exempted from payment of Bid Security (EMD) irrespective of monetary limit mentioned in their registration, provided they are registered for the item they intend to quote/participate.

5.5 For availing benefits under Public Procurement Policy (EMD exemption etc.), the interested MSE Bidders must ensure that they are the manufacturer / service provider of tendered item(s) and registered with the appropriate authority for the said item(s). Bids without EMD shall be rejected, if the technical offer does not include a valid copy of relevant MSE Certificate issued by appropriate authority specifying the item as per tender. Therefore, it is in the interest of such MSE Vendors to furnish a copy of complete certificate to the concerned tender handling officer of OIL at least seven (7) days prior to the scheduled Bid Closing Date of the tender; seeking clarification/confirmation as to whether their registered item is eligible for EMD exemption or not. Late communication in this regards and request for bid closing date extension on that plea shall not be entertained by Company.

5.6 Parties shall be eligible for accessing the tender in E-portal after OIL enables them in the E-portal on receipt of request for the same.

5.7 Parties, who do not have a User ID, can click on **Guest login button** in the OIL's E-portal to view the available open tenders. The detailed guidelines are available in OIL's e-procurement site (Help Documentation). For any clarification in this regard, Bidders may contact Mr. B. Bharali, Chief Manager (ERP-MM) at erp_mm@oilindia.in, Ph.: 03742804903/7192/7171/7178.

6.0 **QUERIES/CLARIFICATIONS ON THE TENDER:**

6.1 The prospective Bidders shall submit their queries/clarifications against the tender through E-mail / Courier addressed to Dy. General Manager (M&C), OIL INDIA LTD., Rajasthan Project, 2A, District Shopping Center, Saraswati Nagar, Jodhpur-342005, Rajasthan, India and such queries must reach OIL's Rajasthan Project office at Jodhpur latest by 10.09.2019 up to 17:30 Hrs (IST). OIL shall provide clarifications on the date of pre-bid conference to only those queries received within this date. Replies will also be uploaded in OIL's e-tender portal. Queries / Clarifications against the tender received beyond 10.09.2019 will not be entertained and replied. OIL will not be responsible for non-receipt or late receipt of any Bidder's query in OIL's office.

7.0 **IMPORTANT NOTES:**

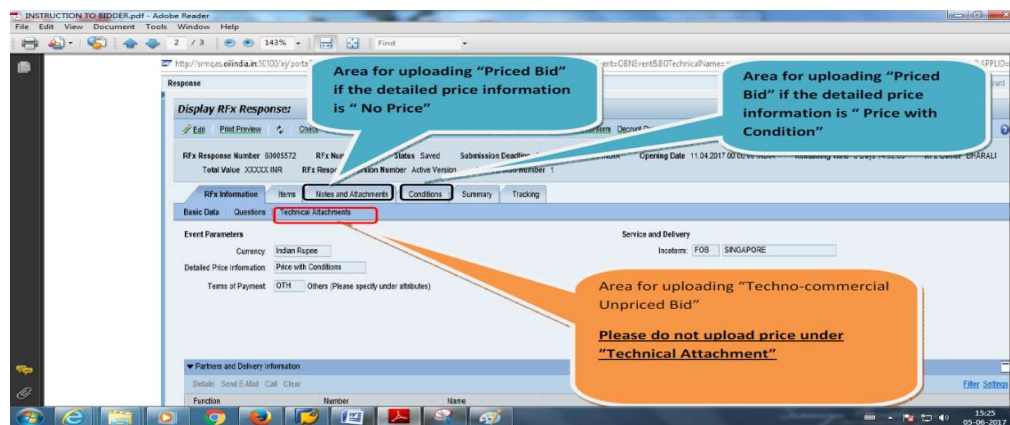
7.1 Bidders shall take note of the following important points while participating in OIL's e-procurement tender:

- i) The bid along with all supporting documents must be submitted through OIL's E-procurement site only except the following documents which shall be submitted manually by the Bidder in two copies in a sealed envelope super-scribed with OIL's IFB No., Bid Closing date and marked as "Original Bid Security" and addressed to DGM (M&C), OIL INDIA LTD., Rajasthan Project, 2A, Saraswati Nagar, Jodhpur-342005, Rajasthan (India):
 - a) Original Bid Security
 - b) Printed catalogue and Literature, if called for in the tender.
 - c) Power of Attorney for signing the bid.
 - d) Any other document required to be submitted in original as per tender requirement.

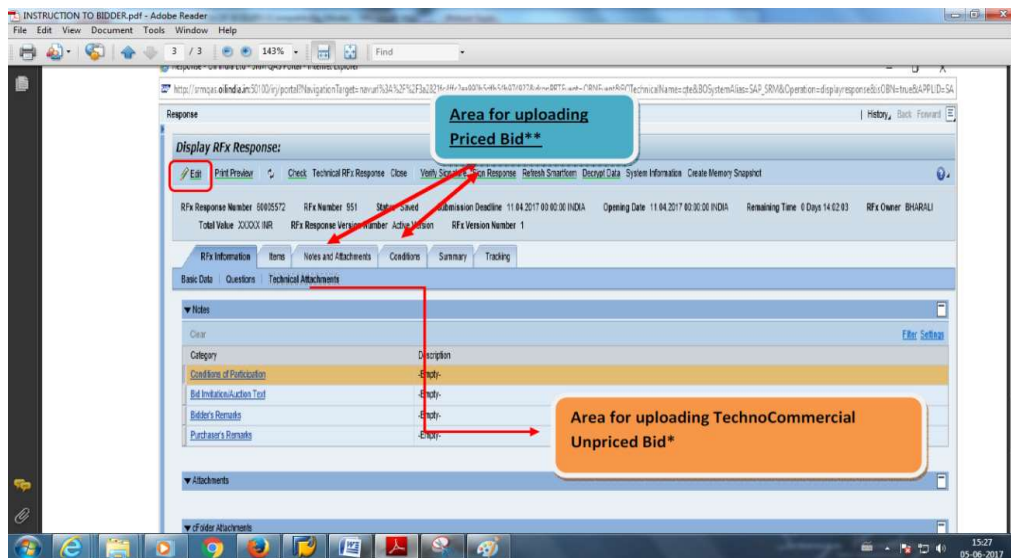
The above documents including the Original bid security, must be received at OIL's DGM- (M&C)'s office at Jodhpur on or before 11.00 Hrs (IST) on the Bid

Closing date failing which the bid shall be rejected. A scanned copy of the Bid Security shall also be uploaded by the Bidder along with their Technical Bid in OIL's E-procurement site.

- ii) Bid should be submitted on-line in OIL's E-procurement site before 11.00 AM (IST) (Server Time) of the bid closing date as mentioned and will be opened on the same day at 3.00 PM (IST) at the office of the DGM (M&C) in presence of the authorized representatives of the Bidders.
- iii) If the digital signature used for signing is not of "Class -3" with Organizations name, the bid will be rejected.
- iv) The tender is invited under SINGLE STAGE-TWO BID SYSTEM. The Bidders shall submit both the "TECHNICAL" and "PRICED" bids through electronic form in the OIL's e-Procurement portal within the Bid Closing Date and Time stipulated in the e-Tender. The Technical Bid should be submitted as per Scope of Work & Technical Specifications along with all technical documents related to the tender and uploaded under **"Technical Attachment" Tab only. Bidders to note that no price details should be uploaded in "Technical Attachment" Tab Page. Details of prices as per Price Bid format / Priced bid can be uploaded as Attachment just below the "Tendering Text" in the attachment option under "Notes & Attachments" tab. A screen shot in this regard is given below for guidance. Offer not complying with above submission procedure will be rejected as per Bid Evaluation Criteria mentioned in Part-2, (III)-Commercial Criteria.**



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



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

** Please follow the instructions as per Vendor User Manual for Uploading Price under “Notes and Attachment” or “Condition”

Note :

* The “Technical 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 file. On Signing a new file with extension .SIG will be created. Close that window. Next click on Add Attachment, a browser window will open, select the .SIG signed file from the PC and name the file under Description, Assigned to General Data and click on OK to save the File.

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

Thanking you,
Yours faithfully,
OIL INDIA LIMITED

(Anita Dam)
Dy. General Manager (M&C)
For CGM-Services(RP)
For Executive Director(RP)

PART - 1

INSTRUCTIONS TO BIDDERS

1.0 Bidder shall bear all costs associated with the preparation and submission of bid. Oil India Limited, hereinafter referred to as Company, will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

A. BID DOCUMENTS

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

- (a) A Forwarding Letter highlighting the following points:
 - (i) Company's IFB No. & Type and Tender Fee
 - (ii) Bid closing date and time
 - (iii) Bid opening date and time
 - (iv) Bid submission Mode
 - (v) Bid opening place
 - (vi) Bid validity, Mobilisation time & Duration of contract
 - (vii) The amount of Bid Security with validity
 - (viii) The amount of Performance Guarantee with validity
 - (ix) Quantum of liquidated damages for default in timely mobilization
- (b) Instructions to Bidders, (Part-1)
- (c) Bid Evaluation Criteria, (Part-2)
- (d) General Conditions of Contract, (Part-3, Section-I)
- (e) Scope of Work/Terms of Reference/Technical Specification, (Part-3, Section-II)
- (f) Special Conditions of Contract, (Part-3, Section-III)
- (g) Price Bid Format, (Proforma-A)
- (h) Bid Form, (Proforma-B)
- (i) Statement of Compliance, (Proforma-C)
- (j) Bid Security Form, (Proforma-D)
- (k) Performance Security Form, (Proforma-E)
- (l) Agreement Form, (Proforma-F)
- (m) Proforma of Letter of Authority, (Proforma-G)
- (n) Authorisation for Attending Bid Opening, (Proforma-H)
- (o) Integrity Pact, (Annexure-A1)
- (p) Format for Certificate of Annual turnover & Net Worth (Annexure – 1)
- (q) Format of Agreement between Bidder and Parent/Wholly owned Subsidiary Company (Attachment – I)
- (r) Parent Company/Subsidiary Company Guarantee (Attachment – II)
- (s) Format of Agreement between Bidder and Sister Subsidiary/Co-subsidiary Company and the Ultimate Parent/Holding Company of both the Bidder and Sister Subsidiary / Co-Subsidiary (Attachment –III)
- (t) General HSE Points (Appendix-A)
- (u) Procedure for obtaining labour license (Appendix-B)
- (v) Provisions for Purchase Preference Policy (linked with Local Content)(PP-LC) (Annexure-X) -- Not applicable for this tender.
- (w) Undertaking Format (Annexure – XI)
- (x) Appendix – I , Application Format
- (y) Appendix - II, Non-Disclosure Agreement format

2.1 The Bidder is expected to examine all instructions, forms, terms and specifications in the Bid Documents. Failure to furnish all information required in the Bid Documents

or submission of a bid not substantially responsive to the Bid Documents in every respect will be at the Bidder's risk & responsibility and may result in the rejection of its bid.

3.0 TRANSFERABILITY OF BID DOCUMENTS:

3.1 Bid Documents are non-transferable. Bid can be submitted only in the name of the Bidder in whose name the Bid Document has been issued.

3.2 Unsolicited bids will not be considered and will be rejected straightway.

4.0 AMENDMENT OF BID DOCUMENTS:

4.1 At any time prior to the deadline for submission of bids, the Company may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the Bid Documents through issuance of an Addendum.

4.2 The Addendum will be uploaded in OIL's E-Tender Portal in the "Technical RFx Response" under the tab "Amendments to Tender Documents". The Company may, at its discretion, extend the deadline for bid submission, if the Bidders are expected to require additional time in which to take the Addendum into account in preparation of their bid or for any other reason. **Bidders are to check from time to time the E-Tender portal ["Technical RFx Response" under the tab "Amendments to Tender Documents"] for any amendments to the bid documents before submission of their bids. No separate intimation shall be sent to the Bidders.**

B. PREPARATION OF BIDS

5.0 LANGUAGE OF BIDS: The bid as well as all correspondence and documents relating to the bid exchanged between the Bidder and the Company shall be in English language, except that any printed literature may be in another language provided it is accompanied by an official and notarised English translated version, which shall govern for the purpose of bid interpretation.

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

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

6.0 DOCUMENTS COMPRISING THE BID:

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

(A) TECHNICAL BID

- (i) Complete technical details of the services & equipment specifications with catalogue, etc.
- (ii) Documentary evidence established in accordance with Clause 10.0 hereunder.
- (iii) Bid Security (scanned) in accordance with Clause 11.0 hereunder. Original Bid Security should be sent as per Clause No. 11.11 hereunder.
- (iv) Copy of Bid-Form **without** indicating prices in Proforma-B
- (v) Statement of Compliance as per Proforma-C
- (vi) Copy of Priced Bid **without** indicating prices (Proforma-A)
- (vii) Integrity Pact digitally signed by OIL's competent personnel as Annexure-A1, attached with the bid document to be digitally signed by the Bidder.

(B) PRICED BID

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

- (i) Price-Bid Format as per Proforma-A

(ii) Bid Form as per Proforma-B
The Priced Bid shall contain the prices along with the currency quoted and any other commercial information pertaining to the service offered.

7.0 BID FORM:

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

8.0 BID PRICE:

8.1 Prices must be quoted by the Bidders online as per the price bid format available in OIL's E- Tender Portal in "Notes & Attachment" Tab. Unit prices must be quoted by the Bidders, both in words and in figures.

8.2 Prices quoted by the successful Bidder must remain firm during its performance of the Contract and is not subject to variation on any account.

8.3 All duties (except customs duty which will be borne by the Company) and taxes including Corporate Income Tax, Personal Tax, Octroi / Entry Tax, other Cess / levies etc. except Goods and Service Tax (GST) payable by the successful Bidder under the Contract for which this Bid Document is being issued, shall be included in the rates, prices and total Bid Price submitted by the Bidder, and the evaluation and comparison of bids shall be made accordingly. For example, personal taxes and/or any corporate taxes arising out of the profits on the contract as per rules of the country shall be borne by the Bidder.

9.0 CURRENCIES OF BID AND PAYMENT:

9.1 As this is a tender involving only Indian bidders (Local Competitive Bidding) the currency of the bid must be in Indian Rupees only and payment will be made accordingly in Indian Rupees.

10.0 DOCUMENTS ESTABLISHING BIDDER'S ELIGIBILITY AND QUALIFICATIONS:

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

11.0 BID SECURITY:

11.1 The Bid Security is required to protect the Company against the risk of Bidder's conduct, which would warrant forfeiture of the Bid Security, pursuant to sub-clause 11.9 hereunder.

11.2 All the bids must be accompanied by Bid Security in Original for the amount as mentioned in the "Forwarding Letter" and shall be in the OIL's prescribed format as Bank Guarantee (BG) enclosed with the NIT vide **Proforma-D** in favour of OIL and payable at Jodhpur, Rajasthan from any of the following Banks:-

a) Any schedule Indian Bank or Any Branch of an International bank situated in India and registered with Reserve Bank of India as scheduled foreign bank in case of domestic Bidder.

The Bank Guarantee shall be valid for the time as asked for in the Bid Document. Bank Guarantees issued by Banks in India should be on non-judicial stamp paper of requisite value, as per Indian Stamp Act, purchased in the name of the Banker.

Note: Bid Security in the form of DD/Cheque/Cashier Cheque or any other mode will not be acceptable.

11.2.1 The following is the Bank details of OIL, Rajasthan Project for obtaining Bank Guarantee:

Bank Details of Beneficiary(OIL, Rajasthan Project)	
a) Bank Name	CORPORATION BANK
b) Branch Name	JODHPUR BRANCH (0492)
c) Branch Address	No. 76, LK TOWER, CHOPASANI ROAD, JODHPUR-342003, RAJASTHAN
d) Banker Account No.	049200201000626
e) Type of Account	CURRENT ACCOUNT
f) IFSC Code	CORP0000492
g) MICR Code	342017002
h) SWIFT Code	N/A
i) Contact No.	0291-2649128, 2625504
j) Contact Person Name	MR. P. RAMNATH DIWAKAR
k) Fax No.	-
l) Email Id	cb492@corpbank.co.in

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

11.4 The Bank Guarantee shall be valid for 90 days beyond the validity of the bids specified in the Bid Document.

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

11.6 The Bank Guarantee issued by a Bank amongst others shall contain the complete address of the Bank including Phone Nos., Fax Nos., E-mail address and Branch Code.

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

11.8 The Bank Guarantee should be enforceable at all branches of the issuing Bank within India and preferably at Jodhpur, Rajasthan, the place of issuance of tender.

11.9 Any bid not secured in accordance with **sub-clause 11.2** above shall be rejected by the Company as non-responsive. Bank Guarantee issued by a Scheduled Bank in India at the request of some other Non-Scheduled Bank of India shall not be acceptable.

11.10 The Bidders shall extend the validity of the Bid Security suitably, if and when specifically advised by OIL, at the Bidder's cost.

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

11.12 Successful Bidder's Bid Security will be discharged and/or returned upon Bidder's furnishing the Performance Security and signing of the contract. Successful Bidder will however ensure validity of the Bid Security till such time the Performance Security in conformity with **Clause 29.0** below is furnished.

11.13 The Bid Security may be forfeited, if:

- i) The Bidder withdraws the bid within its original/extended validity.
- ii) The Bidder modifies/revise their bid suo-moto.

- iii) Bidder does not accept the order/contract.
- iv) Bidder does not furnish Performance Security Deposit within the stipulated time as per tender/order/contract.
- v) If it is established that the Bidder has submitted fraudulent documents or has indulged into corrupt and fraudulent practice, the bid security shall be forfeited after due process in addition to other action against the Bidder

11.14 In case any Bidder withdraws their bid during the period of bid validity, Bid Security will be forfeited and the party shall be put in the Holiday List for a period varying from six (06) months to two (02) years as the case may be as per Company's Banning Policy (available in OIL website).

11.15 The scanned copy of the original Bid Security in the form of either Bank Guarantee or LC must be uploaded by Bidder along with the Technical bid in the "Technical Attachment" of OIL's E-portal. The original Bid Security shall be submitted by Bidder to the office of DGM (M&C), Oil India Ltd., Rajasthan Project, 2A-District Shopping Center, Saraswati Nagar, Basni, Jodhpur-342005, Rajasthan, India in a sealed envelope which must reach the office on or before 11.00 Hrs (IST) of the Bid Closing date. The envelope must be super-scribed with "Bid Security", IFB No., Description of Services & Bid Closing Date.

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

11.17 Bidders are requested to advise the Bank Guarantee issuing bank to comply with the following and ensure to submit, the receipt of the copy of SFMS message as sent by the issuing bank branch, along with the original Bank Guarantee in OIL's tender issuing office / upload the same in OIL's e-tender portal along with the technical bid.

The bank guarantee issued by the bank must be routed through SFMS platform as per following details:

- (a) "MT 760 / MT 760 COV for issuance of bank guarantee
- (b) "MT 760 / MT 767 COV for amendment of bank guarantee

The above message/intimation shall be sent through SFMS by the BG issuing bank branch to Axis Bank, Jodhpur Branch, IFS Code - UTIB0000057; Swift Code: AXISINBB057. Branch Address - AXIS Bank Ltd, Prince Tower, Near Jaljog Circle, Residency Road, Jodhpur - 342003"

12.0 EXEMPTION FROM SUBMISSION OF BID SECURITY:

12.1 Central Govt. offices and Central Public Sector undertakings are exempted from submitting Bid Security.

12.2 If the 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, 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.

13.0 PERIOD OF VALIDITY OF BIDS:

13.1 Bids shall remain **valid for 120** days from the date of closing of bid prescribed by the Company. **Bids of shorter validity will be rejected as being non-responsive.** If nothing is mentioned by the Bidder in their bid about the bid validity, it will be presumed that the bid is valid for 120 days from Bid Closing Date.

13.2 In exceptional circumstances, the Company may solicit the Bidder's consent to an extension of the period of validity. The request and the response thereto shall be made in writing through Fax or e-mail. The Bid Security provided under Para 11.0 above shall also be suitably extended. A Bidder may refuse the request without forfeiting its Bid Security. A Bidder granting the request will neither be required nor permitted to modify their Bid.

14.0 SIGNING OF BID:

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

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

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

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

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

14.2 The original and all copies of the bid shall be typed or written in indelible inks. Since bids are to be submitted ONLINE with digital signature, manual signature is NOT relevant. The letter of authorisation (as per **Proforma-G**) shall be indicated by written Power of Attorney accompanying the Bid.

14.3 Any person signing the Bid or any other document in respect of this Bidding Document or other relevant documents on behalf of the Bidder without disclosing his authority to do so shall be deemed to have the authority to bind the Bidder. If it is discovered at any time that the person so signing has no authority to do so, the Company (OIL) may, without prejudice to any other right or remedy, cancel his Bid or Contract and hold the Bidder liable to the Company (OIL) for all costs and damages arising from the

cancellation of the Bid or Contract including any loss which the Company (OIL) may sustain on account thereof.

14.4 Any physical documents submitted by Bidders shall contain no interlineations, white fluid erasures or overwriting except as necessary to correct errors made by the Bidder, in which case such correction shall be initialled by the person or persons who has/have digitally signed the Bid.

14.5 Any Bid, which is incomplete, ambiguous, or not in compliance with the Bidding process will be rejected.

15.0 SUBMISSION OF BIDS

15.1 The tender is processed under Single Stage - Two Bid system. Bidder shall submit the Technical bid and Priced bid along with all the Annexure and Proforma (wherever applicable) and copies of documents in electronic form through OIL's e-procurement portal within the Bid Closing Date & Time stipulated in the e-tender. For submission of Bids online at OIL's E-Tender Portal, detailed instructions are available in **"HELP DOCUMENTATION"** available in OIL's E-Tender Portal. Guidelines for bid submission are also provided in the "Forwarding Letter". The Technical Bid is to be submitted as per Terms of Reference/Technical Specifications of the bid document and Priced Bid as per the Price Schedule. The Technical Bid should be uploaded in the "Technical Attachment" under "Techno-Commercial Bid" Tab Page only. Prices to be quoted as per Proforma-A should be uploaded as Attachment just below the "Tendering Text" in the attachment link under "Techno-Commercial Bid" Tab under General Data in the e-portal. **No price should be given in the "Technical Attachment", otherwise bid shall be rejected.** The priced bid should not be submitted in physical form and which shall not be considered. For details please refer "INSTRUCTIONS" documents. However, the following documents in one set should necessarily be submitted in physical form in sealed envelope superscribing the "IFB No., Brief Description of services and Bid Closing/Opening Date & Time along with the Bidder's name" and should be submitted to DGM (M&C), Oil India Ltd., Rajasthan Project, 2A-District Shopping Center, Saraswati Nagar, Basni, Jodhpur-342005, Rajasthan, India on or before 11.00 Hrs (IST) on the bid closing date indicated in the IFB:

- i) The Original Bid Security along with 1(one) copy
- ii) Power of Attorney for signing of the bid digitally
- iii) Any other document required to be submitted in original as per bid document requirement.
- iv) Printed catalogue and literature if called for in the bid document.

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

15.2 All the conditions of the contract to be made with the successful Bidder are given in various Sections of the Bid Document. Bidders are requested to state their compliance to each clause as per Proforma-C of the bid document and in case of non-compliance, if any, the same to be highlighted in the Proforma - C and the same should be uploaded along with the Technical Bid.

15.3 Timely delivery of the documents in physical form as stated in Para 15.1 above is the responsibility of the Bidder. Bidders should send the same through Registered Post or by Courier Services or by hand delivery to the Officer in Charge of the particular tender before the Bid Closing Date and Time. Company shall not be responsible for any postal delay/transit loss.

15.4 Bids received through the e-procurement portal shall only be accepted. Bids received in any other form shall not be accepted.

16.0 DEADLINE FOR SUBMISSION OF BIDS:

16.1 Bids should be submitted online as per the online tender submission deadline. Bidders will not be permitted by System to make any changes in their bid/quote after the bid submission deadline is reached.

16.2 No bid can be submitted after the submission dead line is reached. The system time displayed on the e-procurement web page shall decide the submission dead line.

16.3 The documents in physical form as stated in Para 15.1 must be received by Company at the address specified in the "Forwarding Letter" on or before 11.00 Hrs(IST) on the Bid Closing Date mentioned in the "Forwarding Letter". Timely delivery of the same at the address mentioned in the Forwarding Letter is the responsibility of the Bidders.

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

18.0 MODIFICATION AND WITHDRAWAL OF BIDS:

18.1 The Bidder after submission of Bid may modify or withdraw its Bid prior to Bid Closing Date & Time.

18.2 No Bid can be modified or withdrawn subsequent to the deadline for submission of Bids.

18.3 No Bid can be withdrawn in the interval between the deadline for submission of Bids and the expiry of the period of Bid Validity specified by the Bidder on the Bid Form. Withdrawal of a Bid during this interval shall result in the Bidder's forfeiture of its Bid Security and Bidder shall also be debarred from participation in future tenders of OIL and shall be put in the Holiday List for a period of six(06) months to two(02) years as the case may be as per Company's Banning Policy.

19.0 EXTENSION OF BID SUBMISSION DATE:

Normally no request for extension of Bid Closing Date & Time will be entertained. However, OIL at its discretion, may extend the Bid Closing Date and/or Time due to any reasons.

20.0 BID OPENING AND EVALUATION:

20.1 Company will open the Technical Bids, including submission made pursuant to clause 19.0, in presence of Bidder's representatives who choose to attend at the date, time and place mentioned in the Forwarding Letter. However, an authorisation letter (as per **Proforma-H**) from the Bidder must be produced by the Bidder's representative at the time of Bid Opening. Unless this Letter is presented, the representative will not be allowed to attend the Bid Opening. The Bidder's representatives who are allowed to attend the Bid Opening shall sign a register evidencing their attendance. Only one representative against each Bid will be allowed to attend. In technical bid opening, only "Technical Attachment" will be opened. Bidders therefore should ensure that technical bid is uploaded in the "Technical Attachment" Tab Page only in the E-portal.

20.2 In case of any unscheduled holiday or Bandh on the Bid Opening Date, the Bids will be opened on the next full working day. Accordingly, Bid Closing Date / time will get extended up to the next working day and time.

20.3 Bids which have been withdrawn pursuant to clause 19.0 shall not be opened. Company will examine bids to determine whether they are complete, whether requisite Bid Securities have been furnished, whether documents have been digitally signed and whether the bids are generally in order.

20.4 At bid opening, Company will announce the Bidder's names, written notifications of bid modifications or withdrawal, if any, the presence of requisite Bid Security, and such other details as the Company may consider appropriate.

20.5 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. In all the above situations, the Bidder will not be allowed to change the basic structure of the Bid already submitted by them and no change in the price or substance of the Bid shall be sought, offered or permitted.

20.6 Prior to the detailed evaluation, Company will determine the substantial responsiveness of each bid to the requirement of the Bid Documents. For purpose of these paragraphs, a substantially responsive bid is one, which conforms to all the terms and conditions of the Bid Document without material deviations or reservation. A material deviation or reservation is one which affects in any way substantial way the scope, quality, or performance of work, or which limits in any substantial way, inconsistent way with the Bid Documents, the Company's right or the Bidder's obligations under the contract, and the rectification of which deviation or reservation would affect unfairly the competitive position of other Bidders presenting substantial responsive bids. The Company's determination of Bid's responsiveness is to be based on the contents of the Bid itself without recourse to extrinsic evidence.

20.7 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.

20.8 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.

21.0 OPENING OF PRICED BIDS:

21.1 Company will open the Priced Bids of the technically qualified Bidders on a specific date in presence of representatives of the qualified Bidders. The technically qualified Bidders will be intimated about the Priced Bid Opening Date & Time in advance. In case of any unscheduled holiday or Bandh on the Priced Bid Opening Date, the Bids will be opened on the next working day.

21.2 The Company will examine the Price quoted by Bidders to determine whether they are complete, any computational errors have been made, the documents have been properly signed, and the bids are generally in order.

21.3 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price (that is obtained by multiplying the unit price and quantity) the unit price shall prevail and the total price shall be corrected accordingly. If there is a discrepancy between words, and figures, the amount in words will prevail. If any Bidder does not accept the correction of the errors, their Bid will be rejected.

22.0 EVALUATION AND COMPARISON OF BIDS: The Company will evaluate and compare the bids as per **BID EVALUATION CRITERIA (BEC), PART-2** of the Bid Document.

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

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

23.0 CONTACTING THE COMPANY:

25.1 Except as otherwise provided in **Clause 21.0** above, no Bidder shall contact Company on any matter relating to its bid, from the time of the bid opening to the time the Contract is awarded except as required by Company vide **sub-clause 21.6**.

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

D. AWARD OF CONTRACT

24.0 AWARD CRITERIA:

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

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

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

26.0 NOTIFICATION OF AWARD:

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

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

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

27.0 PERFORMANCE SECURITY:

27.1 On receipt of notification of award from the Company, the successful Bidder shall furnish to Company the Performance Security for an amount specified in the Forwarding Letter (and Letter of Award (LOA) issued by Company to Contractor awarding the contract) as per **Proforma-E** or in any other format acceptable to the Company and must be in the form of a Bank Guarantee or irrevocable Letter of Credit (LC) from:

a) Any schedule Indian Bank or Any Branch of an International bank situated in India and registered with Reserve Bank of India as scheduled foreign bank in case of domestic Bidder, or

b) In case of Foreign Bidder, the bank guarantee can be accepted from any scheduled bank in India or from International bank who has its branch in India registered with Reserve Bank of India.

c) Any foreign Bank which is not a Scheduled Bank in India, provided the Bank Guarantee issued by such Bank is counter-guaranteed by any Branch situated in India of any Scheduled Bank incorporated in India

Bank Guarantee issued by a Bank, amongst others, must contain the following particulars of such bank:

- i) Full address.
- ii) Branch Code.
- iii) Code Nos. of the authorized signatory with full name and designation.
- iv) Phone Nos., Fax Nos., E-mail address.

The domestic Bidders will have to submit the Bank Guarantee from any of the scheduled banks and on non-judicial stamp paper of requisite value as per the Indian Stamp Act, purchased in the name of the issuing banker.

The foreign Bidder will submit the Bank Guarantee from Banks of Indian origin situated in their country. In case no such bank of Indian origin is situated in their country, the Bank Guarantee may be submitted from the bankers as specified above.

The Performance Security shall be denominated in the currency of the contract.

27.2 The Performance Security specified above must be valid for 3 (three) months beyond the contract period. The Performance Security will be discharged by Company not later than 30 days following its expiry. In the event of any extension of the Contract period, Bank Guarantee should be extended by Contractor by the period equivalent to the extended period.

27.3 The Performance Security shall be payable to Company as compensation for any loss resulting from Contractor's failure to fulfil its obligations under the Contract.

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

27.5 Failure of the successful Bidder to comply with the requirements of **clause 29.0 and/or 30.0** shall constitute sufficient grounds for annulment of the award and forfeiture of the Bid Security or Performance Security. In such an eventuality, the party shall be put in the Holiday List for a period from six (06) months to two (02) years as the case may be as per Company's Banning Policy.

27.6 Bidders are requested to advise the Bank Guarantee issuing bank to comply with the following and ensure to submit, the receipt of the copy of SFMS message as sent by the issuing bank branch, along with the original Bank Guarantee in OIL's office.

The bank guarantee issued by the bank must be routed through SFMS platform as per following details:

- (a) "MT 760 / MT 760 COV for issuance of bank guarantee
- (b) "MT 760 / MT 767 COV for amendment of bank guarantee

The above message/intimation shall be sent through SFMS by the BG issuing bank branch to Axis Bank, Jodhpur Branch, IFS Code - UTIB0000057; Swift Code:

AXISINBB057. Branch Address - AXIS Bank Ltd, Prince Tower, Near Jaljog Circle, Residency Road, Jodhpur - 342003"

28.0 SIGNING OF CONTRACT:

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

28.2 The successful Bidder shall sign and date the contract and return it to the Company after receipt of LOA. Till the contract is signed, the LOA issued to the successful Bidder shall remain binding amongst the two parties.

28.3 In the event of failure on the part of the successful Bidder to sign the contract, OIL reserves the right to terminate the LOA issued to the successful Bidder and invoke the Bid Security or the Performance Security if submitted by the successful Bidder. The party shall also be put in the Holiday List for a period from six(06) months to two(02) years as the case may be as per Company's Banning Policy.

29.0 FURNISHING FRAUDULENT INFORMATION/DOCUMENTS:

29.1 If it is found that a Bidder/contractor has furnished fraudulent information / documents, the Bid Security/Performance Security shall be forfeited and the party shall be banned for a period of 3 (three) years from the date of detection of such fraudulent act besides the legal action as per Company's Banning Policy.

30.0 CREDIT FACILITY:

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

31.0 MOBILISATION ADVANCE PAYMENT:

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

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

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

32.0 INTEGRITY PACT:

32.1 OIL shall be entering into an Integrity Pact with the Bidders as per format enclosed vide **Annexure-A1** of the Bid Document. The Integrity Pact has been duly signed digitally by OIL's competent signatory and uploaded in the OIL's e-portal. The Integrity Pact shall be uploaded by the Bidder (along with the technical Bid) duly signed by the same signatory who signed the Bid i.e. who is duly authorized to sign the Bid. Uploading the Integrity Pact in the OIL's E-portal with digital signature will be construed that all pages of the Integrity Pact has been signed by the Bidder's authorized signatory who has signed

the bid. **If any Bidder refuses to sign Integrity Pact or declines to submit the Integrity Pact, their bid shall be rejected straightway.**

32.2 OIL has appointed Shri Rajiv Mathur, IPS(Retd.) and Shri Satyananda Mishra, IAS(Retd.) as Independent External Monitors(IEM) for a period of 3(three) years to oversee implementation of Integrity Pact in OIL. Bidders may contact the Independent External Monitor for any matter relating to the IFB at the following addresses:

1. Shri Rajiv Mathur, IPS(Retd), Former Director, IB, Govt. of India; E-mail: rajivmathur23@gmail.com
2. Shri Satyananda Mishra, IAS(Retd.), Former Chief Information Commissioner of India & Ex-Secretary, DOPT, Govt. of India, E-Mail ID : satyanandamishra@hotmail.com
3. Shri Jagmohan Garg, Ex Vigilance Commissioner, CVCe-Mail ID: jagmohan.garg@gmail.com

33.0 LOCAL CONDITIONS:

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

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

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

35.0 PURCHASE PREFERENCE : Not Applicable for this tender.

36.0 PRICE PREFERENCE : Not Applicable for this tender.

37.0 PURCHASE PREFERENCE ON LOCAL CONTENT: Not Applicable for this tender.

38.0 General Health, Safety and Environment (HSE) aspects shall be as per the terms set forth in **Appendix-A** of the tender document.

39.0 Procedure for obtaining Labour License under Contract Labour (R&A) Act, 1970 & Central Rules-1971 shall be as per terms set forth in **Appendix-B** of tender document.

40.0 Bidder must submit undertaking towards submission of authentic information/documents as per Format vide **Annexure-XI**.

41.0 The User Manual provided on the e-portal on the procedure How to create Response for submitting offer may be referred for guidance.

END OF PART - 1

PART - 2

BID EVALUATION CRITERIA (BEC)

The bid shall conform generally to the specifications and terms and conditions given in this bid document. Bids shall be rejected in case the services offered do not conform to required parameters stipulated in the technical specifications. Notwithstanding the general conformity of the bids to the stipulated specifications, the following requirements will have to be particularly met by the Bidders without which the same will be considered as non-responsive and rejected. Bidders are advised not to take any exception/deviations to the bid document.

A. TECHNICAL CRITERIA:

1.0 The Bidder must have experience in the field of Manpower Recruitment Process through Online Application Management and Computer Based Test for a period of minimum Five(05) years. Supporting document to establish the same must be submitted along with the technical bid.

1.1 The Bidder must have successfully executed minimum of two(02) projects on Manpower Recruitment through Online Application Management and Computer Based Test.

1.2 The Bidder must have experience of conducting Computer Based Test (CBT) of minimum of 5,000 candidates in a single project.

1.3 The Bidder must have experience of handling Online Applications of minimum 10,000 candidates in a single project.

1.4 The Bidder must have experience of conducting qualifying Trade Test /Skill Test in manpower recruitment process in minimum of one (01) project.

1.5 Bidder must have experience of at least one SIMILAR work in previous seven (07) years reckoned from the original bid closing date with PSUs / Central Govt. / State Govt. Organization / any other Public Limited Company valuing not less than **INR 47.64 lakhs.**

Notes to Clause 1.1 above:

1. "SIMILAR work" mentioned above means – End to End Manpower Recruitment Projects through Online Application Management and Computer Based Test.
2. For proof of requisite experience of SIMILAR work and various experience criteria mentioned above, self-attested photocopies of following documents must be submitted along with the bid:

Contract/Agreement copy along with satisfactory completion/ performance report clearly mentioning Contract/Agreement No. and volume of job completed.

OR

Contract/Agreement copy with proof of settlement /release of final payment / release of Performance Security against the contract.

Note 1: The Contract / Agreement / Completion certificate copy shall contain:

- a) Gross value of work done.
- b) Nature of Work done.
- c) Time span of the Work done

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 last certificate of payment along with Contract document / work order (showing nature of work done) of the running contract.

2.0 Indian Company/Indian Joint Venture Company as bidder: In case the bidder is an Indian Company/Indian Joint Venture Company, either the Indian Company/Indian Joint Venture Company or its Technical Collaborator/ Joint venture partner must meet the criteria under clause 1.0 above.

i. Details of experience and past performance of the bidder and the collaborator (in case of collaboration) or of joint venture partner (in case of a joint venture), on works/jobs done of similar nature in the past and details of current work in hand and other contractual commitments, indicating areas and clients are to be submitted along with the Technical Bid, in support of the experience criteria laid down above.

ii. Indian Companies/Joint Venture Companies: Indian bidders whose proposal for technical collaboration/joint venture involves foreign equity participation or payment of royalty and / or lump sum for technical know-how and wherever Govt. approval is necessary, are required to submit copy of Govt. approval, on their application submitted to SIA, prior to the date of price bid opening. Bidder must submit along with their technical bid Memorandum of Understanding (MOU)/Agreement with their technical collaborator / Joint venture partner (in case of Joint venture) clearly indicating their roles & responsibilities under the scope of work.

iii. MOU/Agreement concluded by the bidder with technical collaborator/joint venture partner (in case of Joint Venture), must also be addressed to the Company, clearly stating that the MOU Agreement is applicable to this tender and shall be binding on them for the entire contract period. Notwithstanding the MOU/Agreement, the responsibility of completion of job under this contract will be with the bidder.

iv. The MOU/Agreement should be legally valid i.e. it should be on a non-judicial stamp paper and notarised. In case of involvement of overseas bidder, the MOU / Agreement should be notarised / endorsed by Indian Embassy.

2.1 In case the Bidder is a Consortium of Companies, the following requirements must be satisfied by the Bidder:

A. The leader of the consortium can submit bid on behalf of consortium of bidders. Memorandum of Understanding (MOU) between the consortium members duly executed by the CEOs or authorized representative of the consortium members must accompany the bid which should clearly define role/scope of work of each partner/member and should clearly define the leader of the consortium

and also authorizing the leader for signing and submission of Bid on their behalf. Memorandum of Understanding (MOU) must also state that all the members of consortium shall be jointly and severally responsible for discharging all obligations under the contract. However, the leader of the consortium must submit an undertaking along with the technical bid towards unconditional acceptance of full responsibility for executing the 'Scope of Work' of this bid document. In case of award, such MOU shall be kept valid through the entire contract period, including extension, if any. The following provisions should also be incorporated in the MOU executed by the members of the consortium:

- (i) Only the leader of the consortium shall buy the bid document and submit bid on behalf of the consortium. The other members of the consortium shall rectify all the acts and decision of the Leader of the Consortium, which are taken in connection with and/or during the evaluation of the tender and execution of the contract.
- (ii) The bid security shall be in the name of the leader of the consortium on behalf of consortium with specific reference to consortium bid and name & address of consortium members. Similarly, the performance security shall be in the name of the leader on behalf of the consortium.
- (iii) The leader of the consortium on behalf of the consortium shall coordinate with OIL during the period the bid is under evaluation as well as during the execution of works in the event contract is awarded and he shall also be responsible for resolving dispute/misunderstanding/undefined activities, if any, amongst all the consortium members.
- (iv) Any correspondence exchanged with the leader of consortium shall be binding on all the consortium /joint venture members.
- (v) Payment shall be made by OIL only to the leader of the consortium towards fulfillment of the contract obligation.
- (vi) In case of consortium bids, the bid shall be digitally signed by the authorized representative of the leader of the consortium. The power of Attorney from each member authorizing the leader for signing and submission of Bid on behalf of individual member must accompany the bid, if the same is not mentioned in the MOU submitted along with the bid.
- (vii) Document/details pertaining to qualification of the bidder of document attached with the bidding documents must be furnished by each partner/member of consortium complete in all respects along with the bid clearly bringing up their experience especially in the form of work in their scope.
- (viii) **Constitution of consortium:** If during the evaluation of bid, a consortium leader proposes any alterations/changes in the constitution or replacement or inclusion or expulsion of any partner(s)/member(s) of the consortium which had originally submitted the bid, to drive some advantages/benefits based on any development(s) having come to knowledge at any time, the bid of such a consortium shall be liable for rejection.

- (ix) Signing of contract: In the event of award of contract to the consortium, the contract to be signed by the leader of the consortium on behalf of the members of the consortium and the liability shall be binding to each member of the consortium jointly and severely.
- (x) Members of the consortium are not allowed to quote separately/independently against this tender. All the bids received in such case will be summarily rejected. Further, all bids from parties with technical support from the same principal/Subsidiary/Co-Subsidiary/Sister subsidiary will be rejected.
- (xi) The consortium partners should satisfy the experience criteria as per Clause 1.0 above in their respective domain.
- (xii) Certified copies (attested by Director/Company Secretary) of Board resolutions passed by respective Board of Directors of the companies (Consortium leader and members) agreeing to entering into such consortium with each other for submission of bid for the NIT and authorising designated executives of each company to sign in the MOU to be provided along with the technical bid.
- (xiii) The MOU/Agreement should be legally valid i.e. it should be on a non-judicial stamp paper and notarised. In case of involvement of overseas bidder, the MOU / Agreement should be notarised / endorsed by Indian Embassy.

2.2 Eligibility criteria in case Bid is submitted on the basis of the Technical Experience of the Parent/Subsidiary Company: Offers of those bidders who themselves do not meet experience criteria as stipulated in clause 1.0 above can also be considered provided the bidder is a wholly subsidiary company of the parent company which meets the above mentioned experience criteria or the parent company can also be considered on the strength of its wholly subsidiary company. However, the parent/subsidiary company of the bidder should on its own meet the technical experience as aforesaid and should not rely on its sister subsidiary/co-subsubsidiary company or through any other arrangement like technical collaboration etc. In that case, as the subsidiary company is dependent upon the technical experience of the parent company or vice-versa, with a view to ensure commitment and involvement of the parent/subsidiary company for successful execution of the contract, the participating bidder must enclose an agreement, as per format furnished vide **Attachment-I**, between the parent and the subsidiary company or vice-versa and Parent/Subsidiary Guarantee, as per format furnished vide **Attachment-II**, from the parent/subsidiary company to OIL for fulfilling the obligations under the agreement, along with the technical bid.

2.3 Eligibility criteria in case Bid is submitted on the basis of the Technical Experience of Sister Subsidiary/Co-Subsidiary Company: Offers of those bidders who themselves do not meet the technical experience criteria stipulated in 1.0 above can also be considered based on the experience of their Sister Subsidiary/Co-Subsidiary company within the ultimate parent/holding company subject to meeting the following conditions:

- (a) Provided that the sister subsidiary/co-subsubsidiary company and the bidding company are both wholly subsidiaries of an ultimate parent/holding company

either directly or through intermediate wholly subsidiaries of the ultimate parent/holding company or through any other wholly subsidiary company within the ultimate parent/holding company. Documentary evidence to this effect to be submitted by the ultimate parent/holding company along with the technical bid.

- (b) Provided that the sister subsidiary/co-subsubsidiary company on its own meets the technical experience criteria laid down in clause 1.0 above and not through any other arrangement like technical collaboration etc.
- (c) Provided that with a view to ensure commitment and involvement of the ultimate parent/holding company for successful execution of the contract, the participating bidder must submit an agreement, as per format furnished vide **Attachment-III**, between them, their ultimate parent/holding company, along with the technical bid.

A. **In both the situations mentioned in 2.2 and 2.3 above, following conditions are required to be fulfilled /documents to be submitted:**

- A-1. Undertaking by ultimate parent to provide a Performance Security (as per format enclosed as Proforma-FA), equivalent to 50% of the value of the Performance Security which is to be submitted by the bidding company, in case the supported bidding company is the successful bidder. In cases where foreign based ultimate parent does not have Permanent Establishment in India, the bidding company can furnish Performance Security for an amount which is sum of Performance Security amount to be submitted by the bidder and additional 50% Performance Security amount required to be submitted by the ultimate parent. In such case bidding company shall furnish an undertaking that their foreign based ultimate parent is not having any Permanent Establishment in India in terms of Income Tax Act of India.
- A-2. Undertaking from the ultimate parent to the effect that in addition to invoking the Performance Security submitted by the contractor, the Performance Security provided by ultimate parent shall be invoked by OIL due to non-performance of the contractor.

Note: In case ultimate parent fails to submit Performance Bank Guarantee as per A-1. above, Bid Security submitted by the bidder shall be forfeited.

2.4 Any party who is extending support by way of entering into consortium/collaboration agreement or MOU with another party shall not be allowed to submit an independent Bid against this tender. Under such situation both the Bids shall be rejected. Further, all Bids from parties with technical collaboration support from the same principal against this tender shall be rejected.

2.5 Joint venture partnership / collaboration, with a firm bidding as an independent identity against this tender, will not be accepted.

3.0 The bids will be technically evaluated based on the requirements furnished in Part-3, Section-II (Scope of Work/Terms of Reference). Bids which do not

conform to the minimum specifications of equipment, hardware and software furnished therein and do not include all the jobs/services mentioned in the tender document will be considered as incomplete and rejected.

4.0 The years of experience required for key personnel are specified in Annexure-I and bidder must give an undertaking to provide the key personnel as per the same. Bids shall be rejected if the key personnel offered do not meet the specified requirement.

4.1 Bidder must submit detailed Bio-data of all key personnel to be deployed for the whole period of the project, along with the technical bid. Bidder shall deploy the same persons whose Bio-data is offered in the bid for data acquisition and processing. They shall not be replaced or transferred without prior notification to the Company. Company's approval is essential in case they are desired to be replaced by the bidder with equally competent persons satisfying minimum experience criteria and Company's decision in this regard will be final.

B. 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 **INR 47.64 lakhs**.

2.0 "Net Worth" of the bidder should be positive for the preceding financial/ accounting year.

3.0 Documentary evidence in the form of Audited Balance Sheet and Profit & Loss Account for the preceding 03(three) financial/accounting years should be submitted along with the technical bid.

Considering the time required for preparation of Financial Statements, if the last date of preceding financial / accounting year falls within the preceding six months reckoned from the original bid closing date and the Financial Statements of the preceding financial / accounting year are not available with the bidder, then the financial turnover of the previous three financial / accounting years excluding the preceding financial / accounting year will be considered. In such cases, the Net worth of the previous financial / accounting year excluding the preceding financial / accounting year will be considered. However, the bidder has to submit an affidavit/undertaking certifying that 'the balance sheet/Financial Statements for the financial year (as the case may be) has actually not been audited so far'.

Notes:

(a) 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 ANNEXURE - B.
 - ii) Audited Balance Sheet along with Profit & Loss account. In case of foreign bidders, self-attested/ digitally signed printed published accounts are also acceptable.
- b) In case the bidder is a Central Govt. Organization/PSU/State Govt. Organization/Semi-State Govt. Organization or any other Central/State Govt. Undertaking, where the auditor is appointed only after the approval of Comptroller

and Auditor General of India and the Central Government, their certificates may be accepted even though FRN is not available. However, bidder to provide documentary evidence for the same.

3.1 In case the Audited Balance sheet and Profit Loss Account submitted along with the bid are in currencies other than INR or US\$, the bidder shall have to convert the figures in equivalent INR or US\$ considering the prevailing conversion rate on the date on which the Audited Balance Sheet and Profit & Loss Account is signed. A CA Certificate is to be submitted by the bidder regarding converted figures in equivalent INR or US\$.

4.0 In case the Bidder is subsidiary company (should be a wholly owned subsidiary of the parent/ultimate parent/holding company) who does not meet financial criteria by itself and submits his bid based on the strength of his parent/ultimate parent/holding company, then following documents need to be submitted.

- i) Turnover of the parent/ultimate parent/holding company should be in line with Para II.1.0 above.
- ii) Net Worth of the parent/ultimate parent/holding company should be positive.
- iii) Corporate Guarantee on parent/ultimate parent/holding company's company letter head signed by an authorised official undertaking that they would financially support their wholly owned subsidiary company for executing the project/job in case the same is awarded to them.
- iv) Document of subsidiary company towards wholly owned subsidiary of the parent/ultimate parent/holding company.

C. COMMERCIAL CRITERIA:

The following vital commercial criteria should be strictly complied with failing which the bid will be rejected:

1.0 Bids shall be submitted under single stage two bid system i.e., Technical Bid and Priced Bid separately. Bids shall be rejected outright if the prices are indicated in the technical bids or if not conforming to this two bid system.

2.0 Bidder shall offer firm prices. Price quoted by the successful bidder must remain firm during the execution of the contract and not subject to variation on any account.

3.0 Bids with shorter validity i.e., less than 120 days from the bid closing date shall be rejected as being non-responsive.

4.0 Bid Security in Original shall be furnished as a part of the Technical Bid and shall reach OIL's office at Jodhpur before bid closing date & time. A scanned copy of the bid security shall however be uploaded in OIL's E-Procurement portal along with the Technical Bid. The amount of Bid Security shall be as specified in the Forwarding Letter of the Bid Document. Bid without proper & valid Bid Security shall be rejected.

5.0 The Integrity Pact must be uploaded in OIL's E-Procurement portal along with the Technical Bid duly signed by the same signatory who signed the Bid i.e. who is duly authorized to sign the Bid. If any bidder refuses to sign Integrity Pact or declines to submit the Integrity Pact, their bid shall be rejected straightway.

6.0 Bids received through the e -procurement portal shall only be accepted. Bids received in any other from shall not be accepted.

7.0 Bids submitted after the Bid Closing Date and Time shall be rejected.

8.0 The bid documents are not transferable. Bids made by bidders who have not been issued the Bid documents from the Company shall be rejected.

9.0 Bids shall be typed or written in indelible ink and shall be digitally signed by the bidder or his authorized representative.

10.0 Bids shall contain no interlineations, erasures or over writing except as necessary to correct errors made by bidders, in which case such corrections shall be initialled by the person (s) signing the Bid.

11.0 Bidders shall bear, within the quoted rates, the personal tax as applicable in respect of their personnel and Sub-Contractor's personnel, arising out of execution of the contract.

12.0 Bidders shall bear, within the quoted rate, the corporate tax as applicable on the income from the contract.

13.0 Bidders shall quote their price exclusive of GST. The GST amount on the taxable part of the goods/services provided by the Contractor shall be paid by the Company as per provisions of the GST Act.

14.0 Any Bid containing false statement shall be rejected.

15.0 Bidders must quote clearly and strictly in accordance with the price schedule outlined in "Price Bid Format" (Proforma – A) of Bid Document; otherwise the Bid will be summarily rejected.

16.0 Bidder must accept and comply with the following clauses as given in the Bid Document in toto failing which bid will be rejected –

- i) Performance Guarantee Clause
- ii) Force Majeure Clause
- iii) Tax Liabilities Clause
- iv) Arbitration Clause
- v) Acceptance of Jurisdiction and Applicable Law
- vi) Liquidated damage and penalty clause
- vii) Safety & Labor Law
- viii) Termination Clause
- ix) Integrity Pact
- x) Withholding Clause

17.0 Indian Bidders, whose proposal for technical collaboration/joint venture involves foreign equity participation or payment of royalty and/or lump sum for technical know-how and wherever Govt. approval is necessary, are required to submit copy of Govt. approval on their application prior to date of price-bid opening.

D. GENERAL

1.0 The Statement of Compliance (enclosed PROFORMA – D) should be digitally signed and uploaded along with the Technical Bid (un-priced). In case bidder takes exception to any clause of Tender Document not covered under BEC, then the Company has the

discretion to load or reject the offer on account of such exception if the Bidder does not withdraw/modify the deviation when/as advised by the Company. The loading so done by the Company will be final and binding on the Bidders.

2.0 To ascertain the substantial responsiveness of the Bid the Company reserves the right to ask the Bidder for clarification in respect of clauses covered under BEC also and such clarifications fulfilling the BEC clauses in totality must be received on or before the deadline given by the Company, failing which the offer will be summarily rejected.

3.0 Any exception or deviation to the Tender requirements must be tabulated in PROFORMA-D of this Section by the Bidder in their Technical Bid only. Any additional information, terms or conditions included in the Commercial (Priced) Bid will not be considered by OIL for evaluation of the Tender.

4.0 The Company reserves the right to cancel/withdraw the tender or annul the bidding process at any time prior to award of contract, without thereby incurring any liability to the bidders or any obligation to inform the bidders of the grounds of Company's action.

5.0 If any clauses in the BEC contradict clauses elsewhere in the Bid Document, then the clauses in the BEC shall prevail.

E. BID EVALUATION CRITERIA:

The bids conforming to the technical specifications, terms and conditions stipulated in the bidding document and considered to be responsive after subjecting to Bid Evaluation Criteria as above will be evaluated using **Quality and Cost Based Selection Criteria (QCBS)** method as given below for technical qualification:

1.0 Commercial Bids (price-bids) of only the technically qualified Bidders using **Quality and Cost Based Selection Criteria (QCBS)** method will be opened on a pre-determined date and the same will be evaluated taking in to account the **QCBS** method given below:

1.1 Contract will be awarded to the bidder scoring highest points evaluated using **QCBS** method.

1.2 The sum total cost of all components as per Price Bid Format (Proforma-A) quoted by the Bidder who has scored highest point using QCBS method will be considered as the estimated contract value for awarding the contract.

THIS TENDER WILL BE EVALUATED ON THE BASIS OF QUALITY AND COST BASED SELECTION (QCBS) CRITERIA. THE QCBS CRITERIA IS GIVEN BELOW:

TECHNICAL QUALIFICATION (T): TOTAL POINTS: 100, QUALIFYING POINTS: 50

The points on technical qualification will be given as per the details given below:

Sr. No.	Evaluation Criteria for Assessing Technical Capability	Maximum Points
1	Bidders experience in years in conducting end to end recruitment process (Online Application Management and Computer Based Test).	

	Above 10 Years.	10
	≤ 10 years but > 8 years	7
	≤ 8 years but > 5 years	5
	< 5 years	0
2	Average Annual Turnover in INR	
	Above INR 500 Lakhs	10
	≤ 500 Lakhs but > 300 Lakhs	7
	≤ 300 Lakhs but > 47.64 Lakhs	5
	< 47.64 Lakhs	0
3	Number of Recruitment Projects handled by agency (Online Application Management and Computer Based Test)	
	5 or more projects	10
	3 Projects	7
	2 Projects	5
	1 Project	0
4	Experience of handling recruitment projects for PSUs/Govt. Depts. In India	
	3 or more projects	20
	2 Projects	15
	1 Project	10
	0 Project	0
5	Experience of Conducting Computer Based Test	
	Above 30,000 Candidates	20
	≤ 30,000 Candidates but > 15,000 Candidates	15
	≤ 15,000 Candidates but > 5,000 Candidates	10
	< 5,000 Candidates	0
6	Experience of Handling Online Applications	
	Above 50000 Candidates	20
	≤ 50,000 Candidates but > 30,000 Candidates	15
	≤ 30,000 Candidates but > 10,000 Candidates	10
	< 10,000 Candidates	0
7	Experience of conducting qualifying trade test /skill test	
	3 or more projects	10
	2 Projects	7
	1 Project	5
	0 Project	0

Note-1: The offers scoring less than 50 points on technical qualification will not qualify for further commercial evaluation and will be considered as *rejected*.

Note-2: It shall be the bidder's responsibility to ensure submission of unambiguous / clear and sufficient documentary evidence in support of the SL. No. 1 to 7 above. Offers not providing the necessary documentary evidence will be considered as *rejected*.

Note-3: 50% of the technical points (T) and 100% commercial points (C) scored by a bidder will be considered for arriving at total scores H i.e. 50% of T + 100% of C.

COMMERCIAL QUALIFICATION (C): TOTAL POINTS: 50

The points on commercial qualification will be as under

The INR value of the commercially lowest offer (C-1) will be given 50 points. The points of INR value of the commercially second lowest (C-2), third lowest (C-3), fourth lowest (C-4) and so on and will be calculated as under:

C-1 bidder point= 50 points (**C-1 = INR value of commercially lowest offer**)

C-2 bidder point= $50 \times \text{INR value of commercially lowest offer C-1} / \text{C-2}$ (**C-2 = INR value of commercially 2nd lowest offer**)

C-3 bidder point= $50 \times \text{INR value of commercially lowest offer C-1} / \text{C-3}$ (**C-3 = INR value of commercially 3rd lowest offer**)

C-4 bidder point= $50 \times \text{INR value of commercially lowest offer C-1} / \text{C-4}$ (**C-4 = INR value of commercially 4th lowest offer**)

1.3 The total score H (H1, H2, H3....) of the participating bidders under the QCBS system shall be evaluated by adding 50% of the technical score (T) and 100 % of commercial score (C) and accordingly, the highest score (H1) bidder as arrived shall be awarded the contract.

2.0 If there is any discrepancy between the unit price and total price, the unit price will prevail and total price shall be corrected. Similarly, if there is any discrepancy between words and figure, the amount in words shall prevail and will be adopted for evaluation.

3.0 The Bidders must quote their charges/ rates in Indian Rupee and in the manner as called for in the Price Bid Format vide enclosed Proforma-A.

4.0 The contract will be signed with successful Bidder for a period of One(01) Year with a provision of extension by another one(01) year. Bids will be evaluated on total cost for a period of One(01) Year only.

5.0 The tentative quantities shown against each item in the "Price Bid Format (i.e. in Proforma-A)" shall be considered for the purpose of Bid Evaluation. It is, however, to be clearly understood that the assumptions made in respect of quantities are only for the purpose of evaluation of the bid and the bidder will be paid on the basis of the actual number of consumption, as the case may be.

END OF PART – 2

PART-3

SECTION-I

GENERAL CONDITIONS OF CONTRACT

1.0 DEFINITIONS:

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

(a) "The Contract" means agreement entered into between Company and Contractor, as recorded in the contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein;

(b) "The Contract Price" means the price payable to Contractor under the contract for the full and proper performance of its contractual obligations;

(c) "Company" or "OIL" means Oil India Limited;

(d) "Contractor" means the Contractor performing the work under this Contract.

(e) "Contractor's Personnel" means the personnel to be provided by the Contractor to provide services as per the contract.

(f) "Company's Personnel" means the personnel to be provided by OIL or OIL's Contractor (other than the Contractor executing the Contract). The Company representatives of OIL are also included in the Company's personnel.

(g) "Contractor's items" means the equipment, materials and services, which are to be provided by Contractor or to be provided by Company at the expense of the Contractor, which are listed in Tender Document under Terms of Reference and Technical Specifications.

(h) "Company's items" means the equipment, materials and services, which are to be provided by Company at the expense of Company and listed in the Contract.

(i) "Company Representative" means the person or persons appointed and approved from time to time by the Company to act on its behalf for overall coordination and project management purpose.

(j) "The Work" means each and every activity required for the successful performance of the services described in Section II, the Terms of Reference.

(k) "Day" means a calendar day of twenty-four (24) consecutive hours beginning at 07:00 hrs. and ending at 07:00 hrs.

(l) "Party" means either the Company or Contractor as the context so permits and, as expressed in the plural, shall mean the Company and Contractor collectively.

(m) "Site" means the land and other places, on/under/ in or through which the works are to be executed by the Contractor and any other land and places provided by the Company for working space or any other purpose as designated hereinafter as forming part of the Site.

(n) "Gross Negligence" means any act or failure to act (whether sole, joint or concurrent) by a person or entity which was intended to cause, or which was in reckless disregard of or wanton indifference to, avoidable and harmful consequences such person or entity knew, or

should have known, would result from such act or failure to act. Notwithstanding the foregoing, Gross negligence shall not include any action taken in good faith for the safeguard of life or property.

(o) "Wilful Misconduct" means intentional disregard of good and prudent standards of performance or proper conduct under the Contract with knowledge that it is likely to result in any injury to any person or persons or loss or damage of property.

(p) "Affiliate" means any Person Which Controls, or is Controlled by, or under common Control with a Party; "Control" in this context means ownership of more than fifty percent (50%) of the shares of a Person and/or the right to appoint majority directors on Board by contract or otherwise.

(q) "Co-venturers" shall mean any co-venturers with the Company from time to time having an interest in either the PSC and/or a Joint and/or associated contracts for the purposes of exploration and production in Operating Contract the Operating Area and on whose behalf the Company would be deemed to have entered into this Contract.

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

2.1 EFFECTIVE DATE OF CONTRACT: The contract shall become effective as of the date Company notifies the Contractor in writing that it has been awarded the contract. This date of issuance of Letter of Award (LOA) by the Company will be the Effective Date of Contract.

2.2 MOBILISATION TIME OF THE CONTRACT: Company expect quick mobilization to commence the work at the earliest. The Mobilization/Software Development to be completed within one(01) month from the date of LOA or from the date of mobilization notice from Company. Mobilization/Software Development shall be deemed to be completed when Contractor's equipment/hardware, software and manpower are placed at the nominated location in readiness to commence Work as envisaged under the Contract duly certified by the Company's authorized representative.

2.3 DATE OF COMMENCEMENT OF CONTRACT: The date on which the mobilization is completed in all respects will be treated as date of Commencement of Contract.

2.4 DURATION OF CONTRACT: The contract shall be valid for a period of One(01) year from the Date of Commencement of the Contract. The contract shall also have the provision for extension by another one(01) year or part thereof at the same rates and terms & conditions.

3.0 GENERAL OBLIGATIONS OF CONTRACTOR: Contractor shall, in accordance with and subject to the terms and conditions of this Contract:

3.1 Perform the work described in the Terms of Reference (Part-3, Section-II) in most economic and cost effective way.

3.2 Except as otherwise provided in the Terms of Reference and the Special Conditions of the Contract, provide all labour as required to perform the work.

3.3 Perform all other obligations, work and services which are required by the terms of this contract or which reasonably can be implied from such terms as being necessary for the successful and timely completion of the work.

3.4 Contractor shall be deemed to have satisfied himself before submitting their bid as to the correctness and sufficiency of its bid for the services required and of the rates and

prices quoted, which rates and prices shall, except insofar as otherwise provided, cover all its obligations under the contract.

3.5 Contractor shall give or provide all necessary supervision during the performance of the services and as long thereafter within the warranty period as Company may consider necessary for the proper fulfilling of contractor's obligations under the contract.

4.0 **GENERAL OBLIGATIONS OF THE COMPANY:** Company shall, in accordance with and subject to the terms and conditions of this contract:

4.1 Pay Contractor in accordance with terms and conditions of the contract. The period of time for which each rate shall be applicable shall be computed from and to the nearest an hour. The rates contained in the Contract shall be based on Contractor's operation being conducted on a seven (07) days week and a twenty-four (24) hours work day. Under the Contract, Contractor will be entitled to the applicable rate defined in PROFORMA –B. These rates are payable when the required condition has existed for a full 24 hours' period. If the required condition existed for less than 24 hours, then payments shall be made on pro-rata basis.

4.2 Allow Contractor access, subject to normal security and safety procedures, to all areas as required for orderly performance of the work.

4.3 Perform all other obligations required of Company by the terms of this contract.

5.0 **PERSONNEL TO BE DEPLOYED BY CONTRACTOR**

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

5.2 The Contractor should ensure that their personnel observe applicable company and statutory safety requirement. Upon Company's written request, Contractor, entirely at his own expense, shall remove immediately any personnel of the Contractor determined by the Company to be unsuitable and shall promptly replace such personnel with personnel acceptable to the Company. Replacement personnel should be mobilized within ten(10) days from the date of issuance of notice without affecting the operation of the company.

5.3 The Contractor shall be solely responsible throughout the period of the contract for providing all requirements of their personnel including but not limited to, their transportation to & fro from field/drilling site, en-route/ local boarding, lodging & medical attention etc. Company shall have no responsibility or liability in this regard.

5.4 Contractor's key personnel shall be fluent in English language (both writing and speaking).

6.0 **WARRANTY AND REMEDY OF DEFECTS**

6.1 Contractor warrants that it shall perform the work in a professional manner and in accordance with their highest degree of quality, efficiency, and with the state of the art technology/inspection services and in conformity with all specifications, standards and drawings set forth or referred to in the Technical Specifications. They should comply with the instructions and guidance; which Company may give to the Contractor from time to time.

6.2 Should Company discover at any time during the tenure of the Contract or till the Unit/equipment/tools are demobilised from site or base camp(if applicable) that the work does not conform to the foregoing warranty, Contractor shall after receipt of notice from Company, promptly perform any and all corrective work required to make the services conform to the Warranty. Such corrective Work shall be performed entirely at Contractor's

own expenses. If such corrective Work is not performed within a reasonable time, the Company, at its option may have such remedial Work performed by others and charge the cost thereof to Contractor subject to a maximum of the contract value payable for the defective work which needs corrective action which the Contractor must pay promptly. In case Contractor fails to perform remedial work, or pay promptly in respect thereof, the performance security shall be forfeited.

7.0 CONFIDENTIALITY, USE OF CONTRACT DOCUMENTS AND INFORMATION:

7.1 Contractor shall not, without Company's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing pattern, sample or information furnished by or on behalf of Company in connection therewith, to any person other than a person employed by Contractor in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far, as may be necessary for purposes of such performance with prior permission from Company. However, nothing hereinabove contained shall deprive the Contractor of the right to use or disclose any information:

(a) which is possessed by the Contractor, as evidenced by the Contractor's written records, before receipt thereof from the Company which however the Contractor shall immediately inform to Company; or

(b) which is required to be disclosed by the Contractor pursuant to an order of a court of competent jurisdiction or other governmental agency having the power to order such disclosure, provided the Contractor uses its best efforts to provide timely notice to Company of such order to permit Company an opportunity to contest such order subject to prior permission from Company.

7.2 Contractor shall not, without Company's prior written consent, make use of any document or information except for purposes of performing the contract.

7.3 Any document supplied to the Contractor in relation to the contract other than the Contract itself remain the property of Company and shall be returned (in all copies) to Company on completion of Contractor's performance under the Contract if so required by Company.

7.4 During this Contract, Company and its employees, agents, other contractors, sub-contractors (of any tier) and their employees etc. may be exposed to certain confidential information and data of the Contractor. Such information and data shall have held by the Company, its employees, agents, other contractors, sub-contractors (of any tier) and their employees in the strictest Confidence and shall not be disclosed to any other party except on a need to know basis.

7.5 However, the above obligation shall not extend to information which:

i) is, at the time of disclosure, known to the public which Contractor shall immediately inform Company;

ii) is lawfully becomes at a later date known to the public through no fault of Contractor subject to Contractor's undertaking that no information has been divulged by them to the public;

iii) is lawfully possessed by Contractor before receipt thereof from Company which should be immediately informed to Company;

iv) is developed by Contractor independently of the information disclosed by Company which should be shared with the Company;

v) Contractor is required to produce before competent authorities or by court order subject to prior permission from Company;

8.0 **TAXES:**

8.1 Tax levied on Contractor as per the provisions of Indian Income Tax Act and any other enactment/rules on income derived/payments received under the contract will be on Contractor's account.

8.2 Contractor shall be responsible for payment of personal taxes, if any, for all the personnel deployed in India by Contractor.

8.3 The Contractor shall furnish to the Company, if and when called upon to do so, relevant statement of accounts or any other information pertaining to work done under the contract for submitting the same to the Tax authorities, on specific request from them in accordance with provisions under the law. Other than the information provided by the Contractor, the Contractor shall not be responsible for any inaccurate information provided by the Company to the Tax authorities and the Company shall indemnify the Contractor for all claims, expenses, costs or losses of any nature arising from such inaccuracy. Contractor shall be responsible for preparing and filing the return of income etc. within the prescribed time limit to the appropriate authority.

8.4 Prior to start of operations under the contract, the Contractor shall furnish the Company with the necessary documents, as asked for by the Company and/ or any other information pertaining to the contract, which may be required to be submitted to the Income Tax authorities at the time of obtaining "No Objection Certificate" for releasing payments to the Contractor.

8.5 Corporate income tax will be deducted at source from the invoice at the specified rate of income tax as per the provisions of Indian Income Tax Act as may be in force from time to time and Company will issue TDS Certificate to the Contractor as per the provisions of Income Tax Act.

8.6 Corporate and personnel taxes on Contractor shall be the liability of the Contractor and the Company shall not assume any responsibility on this account.

8.7 All taxes and levies other than GST and customs duty on purchases and sales made by Contractor shall be borne by the Contractor.

8.8 **Goods and Services Tax (GST):** The quoted price should be exclusive of GST and the GST as applicable shall be to the Company account. The GST amount on the taxable part of the services provided by the Contractor shall be paid by the Company as per provisions of the GST Act. Bidder should take note of the following while submitting their offer in GST regime.

GOODS AND SERVICES TAX:

G1. "GST" shall mean Goods and Services Tax charged on the supply of material(s) and services. The term "GST" shall be construed to include the Integrated Goods and Services Tax (hereinafter referred to as "IGST") or Central Goods and Services Tax (hereinafter referred to as "CGST") or State Goods and Services Tax (hereinafter referred to as "SGST") or Union Territory Goods and Services Tax (hereinafter referred to as "UTGST") depending upon the import / interstate or intrastate supplies, as the case may be. It shall also mean GST compensation Cess, if applicable.

G2. The quoted price shall be deemed to be inclusive of all taxes and duties except "Goods and Services Tax" (hereinafter called GST) (i.e. IGST or CGST and SGST/UTGST applicable

in case of interstate supply or intra state supply respectively and GST compensation Cess if applicable).

G3. Contractor/vendor shall be required to issue tax invoice in accordance with GST Act and/or Rules so that input credit can be availed by OIL (Oil India Limited)/Client. In the event that the contractor / vendor fails to provide the invoice in the form and manner prescribed under the GST Act read with GST Invoicing Rules there under, OIL / Client shall not be liable to make any payment on account of GST against such invoice.

G4. GST shall be paid against receipt of tax invoice and proof of payment of GST to government. In case of non-receipt of tax invoice or non-payment of GST by the contractor/vendor, OIL shall withhold the payment of GST.

G5. GST payable under reverse charge for specified services or goods under GST act or rules, if any, shall not be paid to the contractor/vendor but will be directly deposited to the government by OIL/Client.

G6. Where OIL/client has the obligation to discharge GST liability under reverse charge mechanism and OIL/client has paid or is /liable to pay GST to the Government on which interest or penalties becomes payable as per GST laws for any reason which is not attributable to OIL/client or ITC with respect to such payments is not available to OIL/client for any reason which is not attributable to OIL/client, then OIL/client shall be entitled to deduct/ setoff / recover such amounts against any amounts paid or payable by OIL/Client to Contractor / Supplier.

G7. The Supplier shall always comply with the requirements of applicable laws and provide necessary documents as prescribed under the Rules & Regulations, as applicable from time to time. In particular, if any tax credit, refund or other benefit is denied or delayed to OIL / Project Owner due to any non-compliance / delayed compliance by the Supplier under the Goods & Service Tax Act (such as failure to upload the details of the sale on the GSTN portal, failure to pay GST to the Government) or due to non-furnishing or furnishing of incorrect or incomplete documents by the Supplier, the Supplier shall be liable to reimburse OIL / Project Owner for all such losses and other consequences including, but not limited to the tax loss, interest and penalty.

G8. Notwithstanding anything contained anywhere in the Agreement, in the event that the input tax credit of the GST charged by the Contractor / Vendor is denied by the tax authorities to OIL / Client for reasons attributable to Contractor / Vendor, OIL / client shall be entitled to recover such amount from the Contractor / Vendor by way of adjustment from the next invoice. In addition to the amount of GST, OIL / client shall also be entitled to recover interest at the rate prescribed under GST Act and penalty, in case any penalty is imposed by the tax authorities on OIL / Project Owner.

G9. TDS under GST, if applicable, shall be deducted from contractor's/vendor's bill at applicable rate and a certificate as per rules for tax so deducted shall be provided to the contractor/vendor.

G10. The Contractor will be under obligation for charging correct rate of tax as prescribed under the respective tax laws. Further the Contractor shall avail and pass on benefits of all exemptions/ concessions available under tax laws.

G11. The contractor will be liable to ensure to have registered with the respective tax authorities and to submit self-attested copy of such registration certificate(s) and the Contractor will be responsible for procurement of material in its own registration (GSTIN) and also to issue its own Road Permit/ E-way Bill, if applicable etc.

G12. In case the bidder is covered under Composition Scheme under GST laws, then bidder should quote the price inclusive of the GST (CGST & SGST/UTGST or IGST). Further, such bidder should mention "Cover under composition system" in column for GST (CGST & SGST/UTGST or IGST) of price schedule.

G13. OIL/client will prefer to deal with registered supplier of goods/ services under GST. Therefore, bidders are requested to get themselves registered under GST, if not registered yet. However, in case any unregistered bidder is submitting their bid, their prices will be loaded with applicable GST while evaluation of bid. Where OIL/client is entitled for input credit of GST, the same will be considered for evaluation of bid as per evaluation methodology of tender document.

G14. GST (GOODS & SERVICE TAX) (TRANSPORTATION CHARGES, SUPERVISION / TRAINING, SITE WORK):

The quoted Prices towards Transportation, Supervision, Training, Site Work, AMC shall be inclusive of all taxes & levies except Goods & Service Tax (GST).

Goods & Service Tax (GST) as billed by the Supplier shall be payable at actuals by Owner subject to Contractor furnishing proper tax invoice issued in accordance with Goods & Service Tax (GST) rules to enable Owner to take input tax credit as per Govt. Rules 2004 on Goods & Service Tax (GST) paid.

Goods & Service Tax (GST) shall not be payable, if the requirements as specified above are not fulfilled by the Supplier. In case of non-receipt of above, Owner shall withhold the payment of Goods & Service Tax (GST).

In case of Foreign Bidders, where foreign bidder does not have permanent establishment in India, for supervision/training services by foreign supervisor at Project Site, Goods & Service Tax (GST) shall be paid by Owner to tax authorities.

G15. Documentation requirement for GST

The vendor will be under the obligation for invoicing correct tax rate of tax/duties as prescribed under the GST law to Owner/OIL, and pass on the benefits, if any, after availing input tax credit.

Any invoice issued shall contain the following particulars-

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

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

- a) The original copy being marked as ORIGINAL FOR RECIPIENT;
- b) The duplicate copy being marked as DUPLICATE FOR TRANSPORTER and
- c) The triplicate copy being marked as TRIPLICATE FOR SUPPLIER.

In case of any advance given against any supplies contract, the supplier of the goods shall issue Receipt Voucher containing the details of details of advance taken along with particulars as mentioned in clause no. 15. (a), (b), (c), (d), (g), (k), (l), (m) & (o) above.

G16. GENERAL REMARKS ON TAXES & DUTIES:

In view of GST Implementation from 1st July 2017, all taxes and duties including Excise Duty, CST/VAT, Service tax, Entry Tax and other indirect taxes and duties have been submerged in GST. Accordingly reference of Excise Duty, Service Tax, VAT, Sales Tax, Entry Tax, E1/E2 Forms, and any other form of indirect tax except of GST mentioned in the bidding document shall be ignored.

8.9 Oil India Ltd., Rajasthan Project's GST provisional ID No. :08AAACO2352C1ZX

9.0 **INSURANCE:**

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

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

- a) Workmen compensation insurance as required by the laws of the country of origin of the employee.
- b) Employer's Liability Insurance as required by law in the country of origin of employee.
- c) General Public Liability Insurance or Comprehensive General Liability insurance covering liabilities including contractual liability for bodily injury, including death of persons, and liabilities for damage of property. This insurance must cover all operations of Contractor required to fulfil the provisions under this contract.
- d) Contractor's equipment used for execution of the work hereunder shall have an insurance cover with a suitable limit (as per international standards) except when tools /equipment are below Rotary Table or in the well bore or Contractor may self-insure its tools/ equipment.
- e) Automobile Public Liability Insurance covering owned and hired automobiles used in the performance of the work hereunder, with bodily injury limits and property damage limits as governed by Indian Insurance regulations.
- f) Public Liability Insurance as required under Public Liability Insurance Act 1991, "if applicable".

9.3 Any deductible set forth in any of the above insurance shall be borne by Contractor.

9.4 Contractor shall furnish to Company prior to commencement date, certificates of all its insurance policies covering the risks mentioned above.

9.5 If any of the above policies expire or are cancelled during the term of this contract and Contractor fails for any reason to renew such policies, then the Company will

renew/replace same and charge the cost thereof to Contractor. Should there be a lapse in any insurance required to be carried out by the Contractor for any reason whatsoever, loss/damage claims resulting there from shall be to the sole account of Contractor.

9.6 Contractor shall require all of his sub-Contractor to provide such of the foregoing insurance coverage as Contractor is obliged to provide under this Contract and inform the Company about the coverage prior to the commencement of agreements with its sub-Contractors.

9.7 All insurance taken out by Contractor or their sub-contractor shall be endorsed to provide that the underwriters waive their rights of recourse on the Company and to the extent of the liabilities assumed by Contractor under this Contract.

9.8 Contractor shall obtain additional insurance or revise the limits of existing insurance as per Company's request in which case additional cost shall be to Contractor's account.

10.0 CHANGES:

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

10.2 If any change result in an increase in compensation due to Contractor or in a credit due to Company, Contractor shall submit to Company an estimate of the amount of such compensation or credit in a form prescribed by Company. Such estimates shall be based on the rates shown in the Schedule of Rates (Part-3, Section IV). Upon review of Contractor's estimate, Contractor shall establish and set forth in the Change Order the amount of the compensation or credit for the change or a basis for determining a reasonable compensation or credit for the change. If Contractor disagrees with compensation or credit set forth in the Change Order, Contractor shall nevertheless perform the work as changed, and the parties will resolve the dispute in accordance with Clause 13 hereunder. Contractor's performance of the work as changed will not prejudice Contractor's request for additional compensation for work performed under the Change Order.

11.0 FORCE MAJEURE:

11.1 In the event of either party being rendered unable by 'Force Majeure' to perform any obligation required to be performed by them under the contract, the relative obligation of the party affected by such 'Force Majeure' will stand suspended for the period during which such cause lasts. The word 'Force Majeure' as employed herein shall mean acts of God, war, revolt, agitation, strikes, riot, fire, flood, sabotage, civil commotion, road barricade (but not due to interference of employment problem of the 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.

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

11.3 Should 'force majeure' condition as stated above occurs and should the same be notified within seventy-two (72) hours after its occurrence the 'force majeure' rate shall apply for the first fifteen (15) days. Parties will have the right to terminate the Contract if such 'force majeure' conditions continue beyond fifteen (15) days with prior written notice.

Should either party decide not to terminate the Contract even under such condition, no payment would apply after expiry of fifteen (15) days force majeure period unless otherwise agreed to.

12.0 TERMINATION:

12.1 TERMINATION ON EXPIRY OF THE TERMS (DURATION): This contract shall be deemed to have been automatically terminated on the expiry of duration of the contract, thereof.

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

12.3 TERMINATION ON ACCOUNT OF INSOLVENCY: In the event that the 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.

12.4 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.

12.5 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.

12.6 TERMINATION DUE TO NON-AVAILABILITY OF EQUIPMENT/PERSONNEL: 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.

12.7 Notwithstanding any provisions herein to the contrary, the Contract may be terminated at any time by the company on giving 15 (fifteen) 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 of services as per the Contract up to the date of termination including the Demob cost, if any.

12.8 CONSEQUENCES OF TERMINATION:

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

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

12.10 In the event of termination of contract, Company will issue Notice of termination of the contract with date or event after which the contract will be terminated. The contract

shall then stand terminated and the Contractor shall demobilize their personnel & materials.

13.0 SETTLEMENT OF DISPUTES AND ARBITRATION:

13.1 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
Up to INR 5 Crore	Sole Arbitrator	OIL
Above INR 5 Crore	3 Arbitrators	One Arbitrator by each party and the 3rd 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)
---	--

Up to INR 5 Crore	Within 8 months
Above INR 5 Crore	Within 12 months

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

8. If after commencement of the arbitration proceedings, the parties agree to settle the dispute mutually or refer the dispute to conciliation, the arbitrators shall put the proceedings in abeyance until such period as requested by the parties.

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

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

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

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

12. Subject to aforesaid, provisions of the Arbitration and Conciliation Act, 1996 and any statutory modifications or re-enactment thereof shall apply to the arbitration proceedings under this clause.

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

In the event of any dispute or difference relating to, arising from or connected with the Contract, such dispute or difference shall be referred by either party to the arbitration of one of the Arbitrators in the Department of Public Enterprises, to be nominated by the Secretary to the Government of India, In-Charge of the Bureau of Public Enterprises. The Arbitration and Conciliation Act 1996 shall not be applicable to the Arbitration under this clause. The award of the Arbitrator shall be binding upon the parties to the dispute, provided however, any party aggrieved by such award may make a further reference for setting aside or revision of the award to the Law Secretary, 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 13.1 & 13.2 will be Duliajan, Assam. The award made in pursuance thereof shall be binding on the parties.

14.0 NOTICES:

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

a) **Company**

OIL INDIA LIMITED

2- A, DISTRICT SHOPPING CENTRE

SARASWATI NAGAR, BASNI,

JODHPUR-342005, RAJASTHAN

Fax No. 0291- 2727050

b) **Contractor**

Fax No. :

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

15.0 SUBCONTRACTING/ASSIGNMENT:

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

16.0 MISCELLANEOUS PROVISIONS:

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

16.2 Contractor shall conform in all respects with the provisions of any Statute, Ordinance of Law as aforesaid and the regulations or bye-law of any local or other duly constituted authority which may be applicable to the services and with such rules and regulation public bodies and Companies as aforesaid and shall keep Company indemnified against all penalties and liability of every kind for breach of any such Statute, Ordinance or Law, regulation or bye-law.

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

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

17.0 LIQUIDATED DAMAGES AND PENALTY FOR DEFAULT IN TIMELY MOBILISATION:

17.1 Time is the essence of this Contract. In the event of the Contractor's default in timely mobilization for commencement of operations within the stipulated period, the Contractor shall be liable to pay liquidated damages @ 1/2% of contract value including mobilization cost, per week or part thereof of delay subject to maximum of 7.5%. Liquidated Damages will be reckoned from the expiry date of the scheduled mobilisation period as defined in para 2.2 above.

17.2 If the Contractor fails to mobilise within 45 days after the stipulated date, then the Company reserves the right to cancel the Contract without any compensation whatsoever.

17.3 The parties agree that the sum specified above is not a penalty but a genuine pre-estimate of the loss/damage which will be suffered by OIL on account of delay/breach on the part of the Contractor and the said amount will be payable without proof of actual loss or damage caused by such delay/breach and without any demur and shall not be open for any dispute whatsoever.

17.4 Liquidated Damages are to be recovered from the final bill & not from the running bills. In case adequate amount may not be available in the final bill, necessary recovery can be made from previous bill(s). If the time delay in mobilization is made up by the party by early completion of the job, no LD will be deducted. Similarly, if the mobilization has been completed before scheduled period of mobilization but completion of job has been delayed,

LD will be applicable only for the period exceeding the total period allowed for mobilization and Job Completion put together. In case, both mobilization and completion have been delayed, the LD will be applied for both and the same will be recovered from the final Bill. If final bill is not sufficient, then recovery can be made from the previous bills.

18.0 PERFORMANCE SECURITY:

The Contractor has furnished to Company a Bank Guarantee No. _____ dated _____ issued by _____ for _____ (being 10% of 01 year estimated Contract Price) with validity of three (03) months beyond the contract period. The performance security shall be payable to Company as compensation for any loss resulting from Contractor's failure to fulfill their obligations under the Contract. In the event of extension of the Contract period, the validity of the bank guarantee shall be suitably extended by the Contractor. The bank guarantee will be discharged by Company not later than 30 days following its expiry.

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

20.0 LABOUR: The recruitment of the labour shall be met from the areas of operation and wages will be according to the rates prevalent at the time which can be obtained from the District Authorities of the area. The facilities to be given to the labourers should conform to the provisions of labour laws as per contract Labour (Regulation and Abolition) Act, 1970.

21.0 LIABILITY:

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

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

21.3 The Contractor hereby agrees to waive its right of recourse and further agrees to cause its underwriters to waive their right of subrogation against Company and/or its underwriters, servants, agents, nominees, assignees, Contractors and sub-contractors for loss or damage to the equipment of the Contractor and/or its sub-contractors and/or their employees when such loss or damage or liabilities arises out of or in connection with the performance of the contract limited to the Contractor's liabilities agreed to under this Contract.

21.4 The Contractor hereby further agrees to waive its right of recourse and agrees to cause its underwriters to waive their right of subrogation against Company and/or its underwriters, servants, agents, nominees, assignees, Contractors and sub-contractors for injury to, illness or death of any employee of the Contractor and of its contractors, sub-

contractors and/or their employees when such injury, illness or death arises out of or in connection with the performance of the contract limited to the Contractor's liabilities agreed to under this Contract.

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

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

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

21.8 The Company hereby further agrees to waive its right of recourse and agrees to cause it underwriters to waive their right of subrogation against Contractor and/or its underwriters, servants, agents, nominees, assignees, Contractors and sub-contractors for injury to, illness or death of any employee of the Company and of its Contractors, sub-contractors and/or their employees when such injury, illness or death arises out of or in connection with the performance of the Contract.

22.0 **LIMITATION OF LIABILITY:** Notwithstanding any other provisions herein to the contrary, except only in cases of wilful misconduct and / or criminal acts,

(a) Neither the Contractor nor the Company (OIL) shall be liable to the other, whether in Contract, tort, or otherwise, for any consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs.

(b) Notwithstanding any other provisions incorporated elsewhere in the contract, the aggregate liability of the Contractor in respect of this contract, whether under Contract, in tort or otherwise, shall not exceed 50% of the Annualized Contract Price, provided however that this limitation shall not apply to the cost of repairing or replacing defective equipment by the Contractor, or to any obligation of the Contractor to indemnify the Company with respect to Intellectual Property Rights.

(c) Company shall indemnify and keep indemnified Contractor harmless from and against any and all claims, costs, losses and liabilities in excess of the aggregate liability amount in terms of clause (b) above.

23.0 INDEMNITY AGREEMENT:

23.1 Except as provided hereof Contractor agrees to protect, defend, indemnify and hold Company harmless from and against all claims, suits, demands and causes of action,

liabilities, expenses, cost, liens and judgments of every kind and character, without limit, which may arise in favour of Contractor's employees, agents, contractors and sub-contractors or their employees on account of bodily injury or death, or damage to personnel/property as a result of the operations contemplated hereby, regardless of whether or not said claims, demands or causes of action arise out of the negligence or otherwise, in whole or in part or other faults.

23.2 Except as provided hereof Company agrees to protect, defend, indemnify and hold Contractor harmless from and against all claims, suits, demands and causes of action, liabilities, expenses, cost, liens and judgments of every kind and character, without limit, which may arise in favour of Company's employees, agents, contractors and sub-contractors or their employees on account of bodily injury or death, or damage to personnel/property as a result of the operations contemplated hereby, regardless of whether or not said claims, demands or causes of action arise out of the negligence or otherwise, in whole or in part or other faults.

24.0 **INDEMNITY APPLICATION:** The indemnities given herein above, whether given by Company or Contractor shall be without regard to fault or to the negligence of either party even though said loss, damage, liability, claim, demand, expense, cost or cause of action may be caused, occasioned by or contributed to by the negligence, either sole or concurrent of either party.

24.1 The Contractor shall not make Company liable to reimburse the Contractor to the statutory increase in the wage rates of the contract Labour appointed by the Contractor. Such statutory or any other increase in the wage rates of the contract Labour shall be borne by the Contractor.

24.2 Any permission from the Mines Directorate in connection with working in excess of 8 (eight) hours per day shift pattern by the Contractor shall have to be arranged by the Contractor before commencement of the Contract, in consultation with the Company. Moreover, since the Contractor's personnel engaged shall be working under the Mines Act and Oil Mines Regulations, the Contractor shall have to obtain any other relevant permission from the Mines Directorate to engage their employees in compliance with various procedures as per Mines Act. In case of any breach of procedures under Mines Act the Contractor shall be held responsible and they shall bear all expenses arising as a result thereof.

24.3 The Contractor shall not engage Labour below 18 (eighteen) years of age under any circumstances. Persons above 60 (sixty) years age also shall not be deployed except Manager / Superintendent.

24.4 Moreover, the Contractor should obtain and produce in advance to commencement of Work the following certificate / approvals:

- (i) Approval from DGMS / DDMS for shift patterns in excess of 8 hours.
- (ii) Total manpower list.
- (i) License/certificate from specified electrical authorities for the rig and camp electrical personnel, if required.
- (iv) All certificates as per applicable laws including Mines Acts.
- (v) Regional Labour certificate, if required.

25.0 **ENTIRE CONTRACT:** This Contract contains the entire agreement between the Parties and supersedes any previous understandings, commitments, agreements or representations whatsoever, oral or written, pertaining to the subject matter hereof, provided that nothing in this Clause (Entire Contract) shall have effect to exclude or restrict the liability of either Party for fraud or fraudulent misrepresentation.

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

27.0 INSPECTION OF MATERIALS

27.1 INSPECTION BY CONTRACTOR: The Contractor agrees to perform a visual inspection, using its personnel, of all materials and appliances furnished by the Company when delivered into Contractor's possession and shall notify Company's representative of any apparent defects observed therein so that Company may replace such defective materials or appliances. If Contractor fails to notify the Company of any apparent defects as provided above, it shall be conclusively presumed that such materials and appliances are free from such apparent defect. Contractor shall not be liable for any loss or damage resulting from the use of materials or appliances furnished by the Company containing latent defects. Upon the termination of this Agreement, Contractor shall return to the Company at the Well- site all machinery, equipment, tools, spare parts and supplies received by Contractor from the Company or purchased by the Contractor for the Company's account and not used or consumed in the operations, in as good condition as when received by Contractor, normal wear & tear excepted. If damage to any of the Company's equipment is caused due to sole negligence of the Contractor, same will be repaired or replaced at Contractor's cost. Contractor shall, if requested by the Company also maintain or repair, at its cost, any of the Company's items, at the Drilling Unit Which Contractor is qualified to and can maintain or repair with Contractor's normal complement of personnel and the equipment at the Drilling Unit provided however that the Company shall at its cost provide all spare parts and materials required to maintain or repair the Company's items. However, it shall remain the Company's basic responsibility and liability to ensure that such items are always in good workable condition.

27.2 INSPECTION BY OPERATOR: The Company shall have the right to inspect and reject for any valid cause any items furnished by Contractor and Contractor shall replace or repair at its sole expense such items so rejected with items free of defects, to the satisfaction of the Company.

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

29.0 PAYMENTS, MANNER OF PAYMENT, RATES OF PAYMENT:

29.1 Company shall pay to the Contractor during the term of the Contract the amount due from time to time calculated according to the rates of payment set and in accordance with other provisions hereof. No. other payments shall be due from company unless specifically provided for in the Contract. Payment to the third party supplier(s) of the items/consumables shall be made after receipt of goods at site in Rajasthan duly certified by authorized personnel of the Company. All payments will be made in accordance with the terms hereinafter described.

29.2 **MANNER OF PAYMENT:** All payments due by Company to Contractor hereunder shall be made at Contractor's designated bank. Bank charges, if any will be on account of the Contractor.

29.3 Payment of any invoices shall not prejudice the right of Company to question the validity of any charges therein, provided Company within one year after the date of payment shall make and deliver to Contractor written notice of objection to any item or items the validity of which Company questions.

29.4 **INVOICES:** Mobilization charges/Software Development charges will be invoiced only upon completion of mobilization when the entire equipment, software and personnel are ready at site for starting the job as certified by company representative. Payment of mobilization charges shall be made within 45 days following the date of receipt of undisputed invoices by Company.

29.5 Contractor shall submit invoice to company on completion of the job duly certified by the company against each phase of work as per the price bid format(Proforma – A).

29.6 Contractor shall submit three (03) sets of all invoices duly super scribed 'Original' and 'Copy' as applicable to the Company for processing payment.

29.7 Payment of invoices, if undisputed, shall be made within 30 days following the date of receipt of invoice by Company.

29.8 Company shall within 30 days of receipt of the invoice notify the Contractor of any item under dispute, specifying the reasons thereof, in which event, payment of the disputed amount may be withheld until settlement of the dispute, but payment shall be made of any undisputed portion on or before the due date. This will not prejudice the company's right to question the validity of the payment at a later date as envisaged in Clause 31.3 above.

29.9 The acceptance by Contractor of part payment on any billing not paid on or before the due date shall not be deemed a waiver of Contractor's rights in any other billing, the payment of which may then or thereafter be due.

29.10 Payment of final stage invoice shall be made within 45 days on receipt of invoice by Company accompanied by the following documents from the Contractor:

- a) Audited account up to completion of the contract.
- b) Tax audit report for the above period as required under the Indian Tax Laws.
- c) Documentary evidence regarding the submission of returns and payment to taxes for the expatriate personnel engaged by the Contractor or by its Sub-contractor.
- d) Proof of re-export of all items including the unutilized spares and consumables (excepting consumables consumed during the contract period) and also cancellation of re-export bond if any. – Not applicable for this tender.
- e) Any other documents as required by applicable Indian Laws.

The documents mentioned above will have to be submitted by the Contractor before release of the final payment by the Company. A certificate from Chartered Accountant on (a), (b) & (c) above will suffice

29.11 Contractor shall maintain complete and correct records of all information on which contractor's invoice are based upto 2 (two) years from the date of last invoice. Such records shall be required for making appropriate adjustments or payments by either party in case of subsequent audit query / objection.

30.0 APPLICABLE LAW:

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

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

- a) The Mines Act 1952- as applicable to safety and employment conditions
- b) The Minimum Wages Act, 1948
- c) The Oil Mines Regulations, 1984
- d) The Workmen's Compensation Act, 1923
- e) The Payment of Wages Act, 1963
- f) The Payment of Bonus Act, 1965
- g) The Contract Labour (Regulation & Abolition) Act, 1970 and the rules framed there under
- h) The Employees' Pension Scheme, 1995
- i) The Interstate Migrant Workmen Act., 1979 (Regulation of employment and conditions of service)
- j) The Employees Provident Fund and Miscellaneous Provisions Act, 1952
- k) The Rajasthan Tax Act
- l) GST Act
- m) Customs & Excise Act & Rules
- n) Rajasthan Entry Tax Act
- o) Income Tax Act. & Sales Tax Act.
- p) Insurance Act.
- q) HSE Guidelines

30.3 **EXPATRIATE PERSONNEL:** If any expatriate personnel are engaged by the Contractor to perform the services required under the contract, securing permission from the Ministry of External Affairs (MEA), Ministry of Home Affairs (MOHA), Ministry of Defence (MOD) Govt. Of India and Local Authorities on time shall rest on the Contractor. OIL will only assist the Contractor by providing introductory letter / recommendatory letter required, if any, for securing the above permissions. – Not applicable for this tender.

31.0 **SUBSEQUENTLY ENACTED LAWS:** Subsequent to the date of bid closing, if there is a change in or enactment of any law or change in application or enforcement or interpretation of existing law by any governmental authority or public body, which results in addition/ reduction in cost to Contractor on account of the operation contemplated under the Contract, the Company/Contractor shall reimburse the Contractor/pay Company for such additional/reduced costs actually incurred/saved by Contractor, subject to the submission of documentary evidence by Contractor/Company.

32.0 **SET-OFF:** Any sum of money due and payable to the Contractor (including Performance Security refundable to them) under this or any other Contract may be appropriated by OIL and set-off against any claim of OIL (or such other person or persons contracting through OIL) for payment of a sum of money arising out of this contract or under any other contract made by the Contractor with OIL(or such other person or persons contracting through OIL).

33.0 **WITHHOLDING:** Company may withhold or nullify the whole or any part of the amount due to Contractor, after informing the Contractor of the reasons in writing, on account of subsequently discovered evidence in order to protect Company from loss on account of :-

- a) For non-completion of jobs assigned as per Section-II.
- b) Contractor's indebtedness arising out of execution of this Contract.
- c) Defective work not remedied by Contractor.
- d) Claims by sub-Contractor of Contractor or others filed or on the basis of reasonable evidence indicating probable filing of such claims against Contractor.
- e) Failure of Contractor to pay or provide for the payment of salaries/ wages, contributions, unemployment compensation, taxes or enforced savings with-held from wages etc.
- f) Failure of Contractor to pay the cost of removal of unnecessary debris, materials, tools, or machinery.
- g) Damage to another Contractor of Company.
- h) All claims against Contractor for damages and injuries, and/or for non-payment of bills etc.
- i) Any failure by Contractor to fully reimburse Company under any of the indemnification provisions of this Contract. If, during the progress of the work Contractor shall allow any indebtedness to accrue for which Company, under any circumstances in the opinion of Company may be primarily or contingently liable or ultimately responsible and Contractor shall, within five days after demand is made by Company, fail to pay and discharge such indebtedness, then Company may during the period for which such indebtedness shall remain unpaid, with-hold from the amounts due to Contractor, a sum equal to the amount of such unpaid indebtedness.

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

- i) Order issued by a Court of Law in India.
- ii) Income-tax deductible at source according to law prevalent from time to time in the country.
- iii) Any obligation of Contractor which by any law prevalent from time to time to be discharged by Company in the event of Contractor's failure to adhere to such laws.
- iv) Any payment due from Contractor in respect of unauthorised imports.

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

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

34.0 WAIVER: Any delay in exercising and any omission to exercise any right, power or remedy exercisable by the Company under this contract shall not impair such right, power or remedy nor shall any waiver by the Company of any breach by the Contractor of any provision of this contract prevent the subsequent enforcement of that provision by the Company or be deemed a waiver by the Company of any subsequent breach by the Contractor.

35.0 INGRESS AND EGRESS AT LOCATION:

35.1 The Company shall provide the Contractor, if required, requisite certificates for obtaining rights of ingress to, egress from locations where jobs are to be performed, including any certificates required for permits or licenses for the movement of the Contractor's personnel/equipment. Should such permits/licenses be delayed because of objections of concerned authorities in respect of specific Contractor's person(s), such person (s) should be promptly removed from the list by the Contractor and replaced with acceptable person (s).

36.0 GENERAL HSE GUIDELINES:

36.1 For General guidelines with respect to Health, Safety and Environmental aspects Appendix – A to be referred.

37.0 **POLLUTION:**

37.1 The contractor shall be liable for all surface pollution to the extent caused by Contractor and resulting from spillage or dumping of solvents/additive substances or pollutants which the Contractor brings to the site for use in connection with work to be performed under this Contract.

37.2 The Company agrees that Contractor shall not be responsible for and company shall indemnify and hold Contractor, its agent, servants, officers and employees harmless from any liability, loss, cost or expenses or loss or damage from pollution or contamination arising out of or resulting from any of Contractor's services/operations unless such pollution or contamination is caused by Contractor's gross negligence.

38.0 Notwithstanding anything to the contrary contained herein, it is agreed that Company shall release, Indemnify and hold Contractor and its sub-contractors harmless from any and all claims, judgments, losses, expenses and any costs related thereto (including but not limited to Court costs and Attorney fees) for

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

39.0 **FISHING:** In case it is necessary for Company to "fish" for any of Contractor's instruments or equipment, Company assumes the entire responsibility for such operations. However, Contractor shall provide necessary fishing equipment as per Section II "Scope of Work". Contractor will, if so desired by Company and without any responsibility or liability on Contractor's part render assistance, if required, for the recovery of such equipment and/or instruments. None of Contractor's employees are authorized to do anything other than assist/advise and consult with Company in connection with such fishing operations, and any fishing equipment furnished by Contractor is solely as an accommodation to the Company and Contractor shall not be liable or responsible for a damage that Company may incur or sustain through its use or by reason of any advice or assistance rendered to Company by Contractor's agents or employees irrespective of cause. – Not applicable for this tender.

END OF SECTION – I, Part - 3

Part – 3

SECTION – II

SCOPE OF WORK/TERMS OF REFERENCE/TECHNICAL SPECIFICATION

1.0 INTRODUCTION:

1.1 Oil India Limited, Rajasthan Project desires to carry out open recruitment in workmen cadre by engaging a competent third party agency through open tendering process on end-to-end and turn-key basis providing all services and infrastructure ranging from online application management, preparation of questions and holding of Computer Based Test (CBT), allotment and preparation of test centres, provide invigilators, holding of other Qualifying skill/trade tests etc. including preparation of questions/practical assessments with full security arrangements along with the assistance of appropriate authorities, scrutiny and evaluate CBT and other skill/trade tests along with assessments on practical, prepare the results and handing over the same to OIL including certified mark-sheets and all other necessary documents, post recruitment database management, assisting in addressing and sorting out RTI Queries, Court cases etc. pertaining to the recruitment.

1.2 The selection of the candidates will be on the basis of Computer Based Test (CBT) i.e. **Stage-I** and Qualifying Tests (Trade/Skill Tests etc.) i.e. **Stage-II**. Those who obtain minimum qualifying marks in CBT will be eligible for appearing in Trade/Skill Tests etc. which will be of qualifying nature only and does not carry any weightage in the final merit list. The ratio in which candidates passing the CBT in order of merit to be called for Qualifying Tests under Stage-II shall be decided and intimated by OIL. However, final parameters will be as per the notification issued by OIL.

1.3 The various tentative posts with indicative qualification are shown below. However, final list of posts etc. and respective qualifications will be as per the recruitment notification/advertisement to be published.

Sl. No	Post Code	Post	Induction Grade	Nos. of post	Qualification
1	AOP-FIT	Assistant Operator-I	V	01	ITI with Fitter Trade
2	JRE-CIV	Jr. Engineer (Civil)-I	VIII	01	Diploma (3 years) in Civil Engg.
3	ATE-ELC	Assistant Technician-I	V	01	ITI with Electrician Trade
4	SRA-HIN	Sr. Assistant (Hindi Translator)-I	VII	01	Graduate with Hindi as Major subject, English as an elective in pass course, 6 months Diploma in Computer Application
5	SRA-ACC	Sr. Assistant (Accounts)-I	VII	01	B.Com with Accountancy as Major subject, 6 months Diploma in Computer Application
6	ATE-DRA	Assistant Technician-I	V	01	ITI with Draughtsman Trade
7	JRA-CCO	Jr. Assistant (Clerk-	V	02	10+2 passed with 6 months

		cum-Computer operator)-I			Diploma in Computer Application with good typing speed
8	JR-CHE	Jr. Chemist-I	VIII	01	B.Sc. with Chemistry as Major subject, 6 months Diploma in Computer Application
9	ATE-MEC	Assistant Technician-I	V	02	ITI with Mechanical Trade
	Total			11	

*** Detailed Scope of Work:**

The party interested to take up the assignment must agree and fulfil the conditions stated below and may require to take further steps for better conduct of the recruitment exercise on end-to-end and turn-key basis.

Part: (A) Application Management and associated deliverables:

MODULE I: RECEIPT OF ONLINE APPLICATION AND APPLICANTS' DATABASE MANAGEMENT

- 1.1) Receipt of applications for open recruitment exercises through web enabled Application System round the clock for a period of 4 to 6 weeks in the server owned/ hired by the agency. The maximum timeframe for the receipt of applications shall be modified and finalised by OIL in due course as per the requirement.
- 1.2) 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.
- 1.3) 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.
- 1.4) The date of commencement and closure of receipt of online application will be as per the stipulated time, decided by OIL. The agency has to ensure operation of the server for the period stipulated by OIL.
- 1.5) The on-line application module will be designed by the agency to capture the information pertaining to the candidate. For capturing information of definite nature like Post Code, Post etc., drop-down options will be provided. For capturing rest of the information free-text fields with pre-defined text length to be provided. The detailed formats for recruiting suitable persons, will be finalized in consultation with OIL. However, a tentative application format with relevant data fields has been enclosed as Appendix – I.
- 1.6) 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 for example will be as under:

- (a) **Category** [Gen/OBC(NCL)/SC/ST/PwD/Ex-Serviceman, etc.] – to be selected from drop-down options. If a candidate chooses his/her category as anyone with the reservation benefits, he/she should be mandatorily directed to upload scanned copy of valid documentary proof, else the next step of registration will not be prompted towards successful completion of online application process. Candidates with benchmark disabilities desirous to use his/her own scribe/reader/lab assistant facility at own cost and arrangement should have the choice to choose appropriate option while applying online and upload facility for scanned copy of relevant declaration by the candidate such as (i) Certificate in the specified format to the effect that the person concerned has physical limitation to write, and scribe is essential to write examination on his/her behalf, from the Chief Medical Officer/Civil Surgeon/Medical Superintendent of a govt health care institution, (ii) Declaration by the candidate/scribe in the specified format showing that the qualification of the scribe is one step below the qualification of the candidate appearing for the test/s (iii) Specimen Signature & coloured passport photograph of the scribe.
- (b) **Date of birth** – as per format specified, the system should automatically calculate the age of the candidate as on the cut-off date given at the time of application and debar candidates who are over aged. The condition for rejection will be dynamic as per the guidelines to be provided by OIL. Combination will vary for the candidates according to the category of the candidates like General, OBC (NCL), SC/ST, PwD, Ex-Serviceman in isolation or in combination. Upon entering date of birth within eligible range as confirmed and notified by OIL in the advertisement, the system should mandatorily direct the applicant to upload scanned copy of specific (to be intimated by OIL) valid proof of age.
- (c) **Recent photograph and signature** Mandatory field for uploading most recent coloured passport photograph and signature of the candidate while applying through the online system.
- (d) **Percentage (%) of Marks in qualifying degree or technical qualifying examination** –Activated control as defined by OIL. The system should reject candidature of those not having the required % of Marks in qualifying degree examination or technical exam. If the candidate gives input within eligible range, the system should mandatorily direct the applicant to upload scanned copy of valid mark-sheet.
- (e) **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.
- (f) **Percentage(%) & Type of Disability** - To be entered by the candidate. System should reject candidature based on rules to be specified by OIL.
- (g) **WCL Candidate/s** – To be selected from drop down. Relevant Part of the application to be made available to candidates as per rules set by OIL. Upper age relaxation to the extent of contractual service in OIL shall be provided.
- 1.7) Application module should provide facility to save, retrieve and modify incomplete applications round the clock while applying online up till a specific

date and time. Candidates should be able to access incomplete applications by using combination of characters – e.g. his/her Registration ID or email-id and Date of Birth.

- 1.8) Further, on submitting the application, a unique OIL Recruitment ID (OILRID) or Registration ID should be generated. The agency will put in place a system to recover this Unique OILRID/Registration ID, if the candidate forgets/misplaces this the same.
- 1.9) On final submission of the application, a printable format of the application should be made available, which the candidate may save in non-editable pdf format and take print. The module will let the candidate access this and take print on later date too, till completion of a time schedule as specified by OIL.
- 2.0) The module will have facility to send auto-generated alerts through e-mail from designated mail ID confirming successful submission of application to the registered e-mail id. The text for the same will be provided by OIL.
- 2.1) The agency shall develop facility for sending bulk SMS and on receiving the application successfully, the candidates will receive an SMS alert on their registered mobile phone number. The text for the same will be provided by OIL.
- 2.2) The agency will also have centralised help-desk/ call centre facility with min. 02 resource person/executives 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 phone number and e-mail address to handle on-line application related queries of the candidates. Such phone number/e-mail id will be notified in the advertisement to be issued for registration of applications. Any query, which can't be answered by the agency, should be forwarded to HR team of OIL. The agency should also provide daily call-log details, queries raised and resolution offered and intimate OIL via email and online MIS.
- 2.3) 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.
- 2.4) The module should have facility for generating MIS consisting various reports and statistical data of the applicants in different combinations as required by OIL from time to time on-line and on real-time basis.
- 2.5) 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.
- 2.6) The on-line application module will also have facilities to host different documents like Detailed Advertisement, FAQs, different declaration forms, format for caste certificates, pro-forma certificate for person with benchmark disabilities to use scribe/reader/lab assistant and also

Undertaking/Declaration format for use of such facility etc., which may be downloaded by the candidates as and when required.

- 2.7) Integration of the eligible list of candidates will have to be done for CBT, trade/skill tests etc. and issue of online Admit Cards after scrutiny of the applications through error free system algorithms. While generating admit cards online, the following point are to be adhered as well:
- (a) Randomization of candidate data and randomized generation of examination/test unique roll no.
 - (b) Allocation of candidates in various test centres in system, based on pre-defined parameter as agreed with OIL.
 - (c) Generation of admission/admit card in online system.
 - (d) Randomize allotment of seats to candidate to appear in CBT and other skill/trade tests.
 - (e) System generated exam roll list detailing centre wise allocation of the candidates and MIS report in other required combination.
 - (f) Facility to send non-editable admit card in pdf format containing candidate details, specimen signature & coloured passport photograph of the candidate, specimen signature & coloured passport photograph of the scribe, (if desired to be used by persons with benchmark disabilities), registration no./test date/location/time/address/ instructions etc. to candidates' registered email id at least 15 days prior to scheduled examination/test. Simultaneously SMS alert should be sent notifying issuance of online admit card. Candidate should also be able to download the admit card from recruitment portal.
- 2.8) 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.

MODULE II: CLEANING OF DATA, PREPARATION OF SHORTLIST AND HOSTING SHORTLIST

- 1.1) Post closing date of receipt of application, the agency should clean/filter the data to eliminate multiple applications of the same candidate, identification of dummy applications/ candidates. The system generated Registration Nos./IDs should be unique in nature to prevent any possibility of use by more than one candidate.
- 1.2) After evaluation of candidates through CBT/skill/trade tests, the respective examination scores should be migrated into the system in completely error free manner using the primary key like the unique Registration No. The module will then prepare the shortlist of candidates using its algorithm as per number of vacancies and the ratio for short-listing as per rules/policy defined by OIL.
- 1.3) The date/s of test/s, venue, time etc. will be finalised by the Contractor in consultation with OIL HR team before uploading in their system.

- 1.4) On completion of robust, error free and automated system checks, the shortlist is to be announced on-line. The candidates should be able to check their status by entering a combination of their personal information like registration number and date of birth/email id.
- 1.5) For those, not shortlisted or qualified for CBT or any other trade/skill test a general regret message will appear on the screen. The text of the message will be provided by OIL.
- 1.6) Short-listing status will be announced on the website of OIL which may be checked by concerned candidates using combination of their Registration No. or email ID and date of birth. The agency will simultaneously send individual mail and SMS informing the announcement of the short-listing status to all candidates.
- 1.7) 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.

MODULE III – DEVELOPING SOFTWARE FOR MANAGING COMPUTER BASED TEST(CBT) AND OTHER TRADE/SKILL TESTS ETC.

- 1.1) The module will have access to OIL HR Team. The OIL HR Team will have full right to advise required changes in different fields under this module. The OIL HR Team will have right to set the user id and password, for viewing and generation of various reports.

The module will have different sub-modules. The indicative sub-modules are:

- (i) Search and Edit of CBT and other trade/skill test Schedule.
- (ii) Generating/ Printing of Attendance Sheet of various tests.
- (iii) Generating and Printing of Absentee Statement on various tests.
- (iv) Downloading various test marks in Excel.

#(i) Indicative activities under each sub-module are as follows:

- (a) Search and Edit Test/s Schedule: Right to view and report generation to the authorised OIL representative.
- (b) The module should generate a date-wise/ venue-wise/ test wise schedule with specific details of the candidate.
- (c) The module should have capacity to locate a candidate through his/her Registration Number or through String Search.

(ii) Generating / Printing of Attendance Sheet:

Right to be granted to the OIL HR Team named by OIL to view and generate report. The Attendance sheet will have fields like Registration ID, Photograph and Signature of the Candidate as uploaded by him/her and also a text box for signing by the candidate to register his/her attendance. Print-out of such system generated attendance sheets will be used for recording actual attendance at the time of respective tests and the same will be kept in complete safe custody by the agency conducting various tests.

#(iii) (a) 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 each candidate along with a remark option. The attendance status/summary after conducting various tests are to be updated automatically in the central database by the agency. In case the agency is equipped with capturing attendance records through biometric and photo capture system on respective test date/s and further integration of the same into the central database, the same may be done.

(b) At the end of respective tests, the module should generate a date-wise consolidated present/absent statement for record of OIL.

MODULE IV: PREPARATION OF FINAL RESULT, HOSTING & DECLARATION OF THE FINAL RESULT:

- 1.1) The module should be able to accurately integrate the various test scores obtained by respective candidates based on the respective test results. The candidates, who fail to secure the minimum qualifying marks in any of the qualifying tests, will be taken out of the merit list by the module with proper remark recorded.
- 1.2) The module will prepare a merit-list as per the information regarding the category-wise vacancies provided by OIL.
- 1.3) On verification of the merit-list by OIL HR team and written confirmation, 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 number/ email-id and date of birth.
- 1.4) Each provisionally 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 Registration Number of the Candidates along with date & time on real-time basis.
- 1.5) 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 respective tests.

- 1.6) The deliverables, mentioned above are 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.

ADDITIONAL SCOPE OF WORK:

- 1.1) The complete platform should be hosted within India and for the same, vendor has to give an undertaking confirming the address of the data centre wherein the platform is hosted. The same needs to be produced along with the bid.
- 1.2) 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.
- 1.3) The portal should have the capacity of receiving minimum 2,00,000 online applications for the recruitment project.
- 1.4) 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.
- 1.5) The vendor has to carry out development/ customization of the web application in line with OIL's requirement as per prescribed format, 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. However, there should be scope for further addition/deletion/modification of data fields.
- 1.6) 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.
- 1.7) 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.
- 1.8) The SRS document shall contain the model screen layout for submission of applications online for recruitment.
- 1.9) 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.
- 2.0) The system will provide real time monitoring tools with Dashboard facility for higher level supervision at OIL's end.
- 2.1) The system will have provision for generating reports of any kind from the Database by the designated officials of OIL with download facility.

- 2.2) The bidders have to enter into a Non-Disclosure Agreement (Appendix - II) with OIL and the duly signed agreement must be submitted along with the technical bid. 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 authorised OIL official warrants in writing.
- 2.3) 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 posts under recruitment.
- 2.4) Any number of advertisements/corrigendum can be published during the tenure of contract.
- 2.5) At least one representative of the vendor, who will be accessible on 24x7 basis, be designated to liaise with OIL for trouble shooting, etc.
- 2.6) The system will provide for submission of the application in the following manner shown below which is only indicative and may undergo changes/ improvements based on experience and user feedback.
- 2.7) 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 phone number etc.
- 2.8) 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.
- 2.9) The system should prompt the applicant to fill up all the required information as specified in Appendix I.
- 3.0) Drop down list should invariably be provided except for fields which need to be filled by the applicants.
- 3.1) After completion of all the fields, the applicant should be allowed to upload his/her photograph and scanned signature. The applicant should be able to view, save as draft 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 non editable PDF for the reference of the applicant. The photograph will be of Passport size (4.5 x 3.5cms) between 200 to 230 pixels, of size 20 to 50 KB and signature of size 10 to 20KB.
- 3.2) The system should be user friendly and English in format.
- 3.3) The web application should be compatible with major popular web browsers.

3.4) Presentation of the Solution:

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

3.5) Security Features

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.

3.6) 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.

3.7) 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.

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

3.9) Access Rights Management:

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

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

4.1) Standards of Performance

The Vendor will complete the project in accordance with the specification and timeline 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.

4.2) Responsibilities of the Vendor:

4.2.1) Resource and Project Management as per Scope of the work.

4.2.2) Completion of the work as mentioned in the Scope of the work.

4.2.3) 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.

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

- 4.2.5) The Vendor will provide required training to OIL representative to generate/view report etc.
- 4.3) Software Requirement Specification (SRS):
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.
- 4.4) 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.
- 4.5) Once the SRS is approved, the Vendor has to develop the software as per the delivery schedule.
- 4.6) Testing:
The Vendor will thoroughly test the software at their site before its deployment on Production site for proper functioning (data entry, processing, and printing).
- 4.7) 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.
- 4.8) Database Management:
The Vendor will be responsible for end-to-end management of database on an ongoing basis to ensure smooth functioning of the same.
- 4.9) The Vendor will undertake management of changes to webpage design, Database Schema, Disk space, Storage, user roles.
- 5.0) The Vendor will undertake performance monitoring and tuning of the databases on a regular basis including, preventive maintenance of the database as required.
- 5.1) The Vendor will provide management of database upgrade or patch upgrade as and when required with minimum Downtime.
- 5.2) 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.
- 5.3) The Vendor will provide and use DBA tools including Data Warehousing and Data Mining Tools related to performing database creation, maintenance, and database monitoring tasks.
- 5.4) 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. with support to access the same on as and when required basis.

- 5.5) All the data relating to a specific recruitment will be given to OIL within five days after the last date for receipt of application.
- 5.6) The Vendor should ensure that the Data Processing is absolutely error free.
- 5.7) If any problem in understanding the requirement of processing arises, the matter be discussed with the concerned OIL Officers before proceeding further.
- 5.8) 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.
- 5.9) 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.

Attachments:

- Appendix I : Application Format
- Appendix II : Format of Non-Disclosure Agreement

- 6.0) Transfer of Software to OIL: After completion of the contract period, the agency will be required 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.

Part (B): Question Paper, Answer Sheets of CBT/Trade/Skill Test & Evaluation:

- i) The Contractor shall prepare questions with the help of their own/empanelled subject matter experts in bilingual (Hindi and English) for the CBT (Stage-I). For other qualifying tests (Stage-II) also, (*as per applicability*) the question booklets have to be in bilingual (Hindi and English).
- ii) Each question paper would have minimum 4 sets of question paper (e.g. A, B, C, D) with same questions but with changed sequence. Randomization of questions across all the sets should be ensured i.e. each question in each set should be distributed in a unique manner so that no commonality in position of any question is found across any set. This process should be 100% accurate.
- iii) The Contractor must ensure that all the questions are error free.

- iv) Hard copy Question papers in certain qualifying tests in Stage-II, as per applicability should be printed on good quality white/off-white paper (Thickness-56 GSM or more).
- v) Such hard copy question papers should be stapled on left hand side twice and sealed from the other three sides.
- vi) The Contractor must ensure that none of the questions are repeated.
- vii) Attendance during the exam shall be maintained by the Contractor.
- viii) The Contractor must ensure Identity Verification of the candidates appearing for the test/s.
- ix) The question paper for CBT (Stage-I) will consist of 3 sections, i.e. **Section A:** English Language & General Knowledge/Awareness with some questions on Oil India Limited; **Section B:** Reasoning, Arithmetic/Numerical & Mental Ability and **Section C:** Relevant Technical/Academic/Domain Knowledge as per the course curriculum depending on the post. The total marks for CBT (Stage-I) should be 100 with 1 mark for each correct answer and negative (-) .25 for each incorrect answer and the duration of the CBT will be of 2 hours.
- x) For the post of Junior Assistant (Clerk-cum-Computer operator)-I the CBT (Stage-I) questions will comprise of Section A and Section B in the ratio of 50:50. For other posts, the CBT (Stage-I) questions will comprise of Section A, Section B and Section C in the ratio of 20:20:60 respectively.
- xi) The standard or difficulty level of questions may be in line with similar posts notified by the Central Government.
- xii) For each of the other qualifying tests, the total marks will be 100. However, there will be no negative marking on wrong answers. The pattern and nos. of questions should be suitably framed to primarily assess the level of practical knowledge of the applicant. Time limit for each such qualifying test should not exceed 90 minutes.
- xiii) The candidates who obtain minimum 50% (fifty percent) marks in CBT (Stage-I) will be considered passed and will be eligible for appearing in other qualifying trade/skill tests(Stage-II). For other qualifying trade/skill tests, candidates who obtain minimum 50% (fifty percent) marks will be considered passed in the respective qualifying test. However, final merit list will be on the basis of marks scored in the CBT (Stage-I), provided the candidate has also passed all the applicable qualifying tests. Final criteria will be as per recruitment notification.
- xiv) Compensatory time @extra 20 minutes for per hour of the test/s is to be provided to candidates with benchmark disabilities whether or not availing scribe/reader/lab assistant facility. For example, candidates with benchmark disabilities appearing for a test of two (02) hours duration, will get compensatory time @extra 40 minutes and for a test of ninety minutes (1.5 hours) duration, will get compensatory time @extra 30 minutes.
- xv) Prior to finalization of question bank/paper, the Contractor will arrange for testing of the question bank/ paper with fool proof confidentiality and security.
- xvi) On finalization of question bank/paper as above, the Contractor will arrange for its printing [only in case of certain qualifying tests (Stage-II), as per applicability/requirement], safe storage and availability at the test centres in absolute confidential and secured manner.
- xvii) The contractor shall ensure that highest level of confidentiality shall be maintained at all level/ stages including (but not limited to) setting of question paper by subject matter experts appointed by the contractor,

- printing (if applicable as per requirement) and safe custody till making the same available at examinations hall in various centres and after the tests are over and scrutiny has been done, submission of the certified copies of results in a sealed cover along with soft copy in CD/DVD form handed over to the designated authority of the Company.
- xviii) For qualifying trade/skill tests, the question paper and answer sheets may be in suitable standard format.
 - xix) All the necessary instructions related to the CBT (Stage-I) and Qualifying Tests (Stage-II), must be clearly made available to the candidates before start of the respective tests.
 - xx) The Contractor will arrange for evaluation/scrutiny of CBT and for other qualifying tests as per standard process in error free and confidential manner.
 - xxi) The Contractor will submit the certified copies of result of the CBT/trade/skill test in printed and soft copy in CD/DVD within 1 (one) week after the date of the test/s.
 - xxii) The Contractor should keep the exam materials for a period of **one year** after declaration of final results and thereafter the Contractor will hand-over the exam materials including question papers & answer keys/answer sheets to the Company. The Contractor will extend all the necessary assistance in addressing and sorting out RTI Queries, Court cases etc. pertaining to the recruitment and arrange for preparation of reply/response/affidavit etc. in coordination with OIL.
 - xxiii) The Contractor would also arrange for re-evaluation of answers of the candidates who may make such a request under RTI Act or otherwise even after the recruitment is over, on as and when required basis and the Contractor must be committed for the same.
 - xxiv) The entire job of conducting of CBT/trade/skill tests has to be fool proof and total confidentiality shall be ensured and guaranteed by the Contractor at every stage.
 - xxv) **The CBT for eligible candidates for all the posts shall be held on the same day tentatively in the month of Dec-2019 or Jan-2020. However, the final date will be confirmed to the successful bidder at least 45 days in advance of CBT date. The date/s for other Qualifying Tests will be intimated subsequently by OIL, for which all the arrangements are to be made by the Contractor.**
 - xxvi) Successful bidder has to provide the name of the various test **Venue/s within 10 (Ten) days** of receipt of intimation from the Company regarding the award of contract.
 - xxvii) Any other necessary details will be provided to the successful bidder subsequently.

Part (C): Conducting CBT, Skill/Trade Tests etc. and Submission of Results:

- i) The contractor will arrange for fixing up adequate number of suitable test centres with basic amenities in Jodhpur, Rajasthan.
- ii) The contractor will have to arrange separate rooms for the PWD candidates who may or may not be availing scribe/reader/lab assistant facility so that they are placed comfortably in the examination hall. The test centres for PWD candidates should be on the ground floor with ramp facility and suitable access for drinking water, toilets/restrooms.
- iii) The contractor will arrange for deployment of sufficient number of invigilators for invigilation during the CBT/trade/skill tests at each test centre taking into

- consideration the presence of PWD candidates and scribe/reader/lab assistants as well.
- iv) The contractor will nominate experienced personnel as the Centre In-charge for each test centre for proper coordination and supervision. Besides, the Contractor will deploy sufficient number of staff / attendants / helpers at each centre.
 - v) The seating plan for the appearing candidates will be prepared by the Contractor for each test centre well in advance and the same will be prominently displayed at the respective test centres on the day of test/s.
 - vi) The tea / refreshments / lunch for the Contractor's staff conducting the exams and the necessary stationery items that may be required in the examination hall, should be provided from Contractor's end at each test centre.
 - vii) The necessary security arrangements with the assistance of appropriate authorities will be made by the Contractor at each test centre.
 - viii) It will be the responsibility of the Contractor to arrange for necessary briefing and issue of clear guidelines / instructions to all invigilators well in advance for conduct of CBT/trade/skill tests.
 - ix) During the examination, all the appearing candidates will be required to sign the call letter/admit card issued to them in front of the invigilator and the respective invigilator will authenticate the candidate by verifying his/her original copy of govt issued ID proof such as Aadhar Card, Driving License, PAN Card. The invigilator shall also be required to put his/her signature and seal on the Admit Card of the candidate certifying the authenticity of the candidate and the Admit Card will be collected by the invigilator without fail. Before the test is over, the invigilator must tally the total number of candidates vis-à-vis the total number of admit cards/call letters collected and both should match each other. The collected Admit Cards will be later on scanned, uploaded and integrated with candidates' central database and thereafter both hard copy and scanned copy will be handed over to the designated authority of the Company within 10 days of the respective CBT/trade/skill test.
 - x) In case candidate/s with benchmark disabilities appearing for the test/s, uses the facility of a scribe/reader/lab assistant, the invigilator must authenticate the identity of the scribe/reader/lab assistant as well by verifying his/her original copy of govt issued ID proof such as Aadhar Card, Driving License, PAN Card.
 - xi) Since it is expected that Persons with Disabilities (PWDs) will also appear for the CBT and other qualifying trade/skill tests, there may arise certain request from candidates for additional supports like special sitting arrangement, help during the test. The centre in-charge has to look into such legitimate request and take appropriate decision so that any inconvenience due to their disabilities can be suitably addressed.
 - xii) For general information of the Contractor it is to be noted that the various qualifying tests (in Stage-II) such as Trade tests shall have to be tentatively hold for the technical posts, Computer Operation skill tests may be applicable for all posts and Translation and Dictation tests for the post of Sr. Assistant (Hindi Translator)-I. However, the exact pattern to be followed will be as per the recruitment notification to be published.

- xiii) The IT interface, overall infrastructure, resource and support for successfully conducting the CBT and other Qualifying Tests shall be the absolute responsibility of the Contractor.
- xiv) The contractor has to ensure clear CCTV recording with adequate coverage before starting till completion of various tests. A copy such unedited recorded footage is to be handed over to OIL, while other one is to be archived by the Contractor for future requirement, whenever sought by OIL.
- xv) The contractor may be required to set up a counter with suitable manpower in each test centre, for reimbursement of TA/DA claims by certain reserved category candidates on production of valid documentary proof as per the condition mentioned in the recruitment notification to be published and further advice from OIL. The amount so disbursed to concerned candidates will be reimbursed to the Contractor after depositing the documentary proofs and their verification.

Part – 3

SECTION - III

SPECIAL CONDITIONS OF CONTRACT

NONE

END OF SECTION – III, Part - 3

PRICE BID FORMAT**Tender No. : CJI-2167-P20****Hiring of Manpower Recruitment Agency for Development of Software, Online Application & Database Management, Conducting of CBT and Skill/ Trade Tests etc. as per detail Scope of Work**

Item No.	Description	Qty	Unit	Rate (INR)	Total Amount (INR)
1	<u>SOFTWARE DEVELOPMENT:</u> Developing and maintenance of software for receiving online applications from candidates with features including (<i>but not limited to</i>) short-listing of candidates based on automated robust and error free system control, integrating relevant data facilitating finalization of results of Computer Based Test (CBT) as well as various Trade/Skill tests and communication to the candidates, generating various reports and updating of software package as and when required.	1	Lump Sum		

Note for Item-1:

- The cost of Item no. 1 should not be more than 10% of the Quoted estimated total contract value, otherwise offer will be rejected.
- The payment will be processed on receipt of undisputed GST invoice on completion of software development in all respect, which is duly accepted and approved by the Company (OIL) representative.

Item No.	Description	Qty*	Unit	Rate (INR)	Total Amount (INR)
2	<u>ONLINE APPLICATION RECEIPT:</u> Receipt of applications from the candidates registered through online portal in the server of the agency, data warehousing and management of applicant database to facilitate effectively holding of CBT and other Skill/Trade tests and timely declaration of results in order to make the recruitment exercise a success.	30,000	Nos.		

Note for Item-2 :

- *The quantity shown above is tentative and minimum guaranteed quantity and for estimation of contract value only.
- If number of applications exceed over and above the minimum guaranteed quantity, payment for the additional quantity will be made at reduced rate as defined below:

Sl.No.	Description	Reduction Factor
a)	Nos. of applications between 30,001 to 50,000	80% of the quoted unit rate.
b)	Nos. of applications between 50,001 to 75,000	60% of the quoted unit rate.
c)	Nos. of applications 75,001 or above	50% of the quoted unit rate.

- iv) The payment will be processed on receipt of undisputed GST invoice after completion of online application receipt, shortlisting of candidates for CBT which is duly accepted and approved by the Company (OIL) representative.

Item No.	Description	Qty#	Unit	Rate (INR)	Total Amount (INR)
3	CONDUCTING CBT (Stage-I): Computer Based Test (CBT) in Stage-I, will be conducted by the agency in most effective manner for the eligible and shortlisted candidates by arranging for sufficient nos. of suitable test centres at Jodhpur, Rajasthan with adequate nos. of invigilators, Centre-in-charge/s encompassing all areas as mentioned in detail Scope of Work	25,000	Nos.		

Note for Item-3 :

- The quantity shown above is tentative and minimum guaranteed quantity and for estimation of contract value only.
- If actual number of candidates shortlisted and appearing in CBT exceed over and above the minimum guaranteed quantity, payment for the additional quantity will be made at reduced rate as defined below:

Sl.No.	Description	Reduction Factor
a)	Nos. of candidates between 25,001 to 40,000	80% of the quoted unit rate.
b)	Nos. of candidates between 40,001 to 60,000	60% of the quoted unit rate.
c)	Nos. of candidates 60,001 or above	50% of the quoted unit rate.

- The payment will be processed on receipt of undisputed GST invoice on successful completion of CBT, submission of results and communication to respective candidates as per advice from company as defined in detail scope of work.

Item No.	Description	Qty**	Unit	Rate (INR)	Total Amount (in INR)
4	CONDUCTING TRADE/SKILL TESTs: Various qualifying tests such as Trade tests shall have to be tentatively hold for the technical posts, Computer Operation skill tests may be applicable for all posts and Translation and Dictation tests etc. for the post of Sr. Assistant (Hindi Translator)-I. The exact pattern/sequence to be followed will be as per the recruitment notification to be published and subsequent communication from Oil India Ltd.	300	Nos.		

Note for Item-4 :

- **The quantity shown above is tentative and for estimation of contract value only. However, payment will be made for actual usage only.
- The payment will be processed on receipt of undisputed GST invoice after successful completion of entire recruitment process post announcement of final results and joining of selected candidates.

NOTES:-

- The estimated total contract value = sum total of Item Nos. 1 to 4 above.

- (ii) The Bids in which the rates for any part of the work are not quoted shall be rejected. However, if no charge is involved for any of the work, **'NIL/Free of Charge'** should be mentioned against such part of work.
- (iii) All taxes and duties including but not limited to corporate/personal taxes etc. other than GST shall be borne by the Contractor. The quoted price shall be exclusive of GST. The applicable GST shall be on Company's account. However, liability for payment of the GST in case of Indian Bidder and overseas Bidder having offices in India shall lie on the Contractor. The quantum (%age) of GST as applicable against the contract must be indicated separately.

Authorized Person's Signature: _____

Name: _____

Seal of the Bidder:

BID FORM

To
OIL INDIA LIMITED
For DGM-SERVICES
RAJASTHAN PROJECT
JODHPUR-342005

Sub: IFB No. CJI-2167-P20

Gentlemen,

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

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

If our Bid is accepted, we will obtain the guarantee of a bank in a sum not exceeding 10% of estimated annual contract value for the due performance of the Contract.

We agree to abide by this Bid for a period of 120 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 _____

Authorised Person's Signature: _____

Name: _____

Designation: _____

Seal of the Bidder:

Tender No. : CJI-2167-P20

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

SECTION NO. (PAGE NO.)	CLAUSE NO. SUB-CLAUSE NO.	COMPLIANCE/ NON COMPLIANCE	REMARKS

(Authorised Signatory).

Name of the Bidder_____

NOTE: OIL INDIA LIMITED expects the Bidders to fully accept the terms and conditions of the bid document. However, should the Bidders still envisage some exceptions/deviations to the terms and conditions of the bid document, the same should be highlighted as per format provided above and to be submitted as part of their Technical Bid. If the Proforma is left blank, then it would be presumed that the Bidder has not taken any exception/deviation to the terms and conditions of the bid document.

FORM OF BID SECURITY (BANK GUARANTEE)

Ref. No.

Bank Guarantee No.

TO
OIL INDIA LIMITED
For DGM-SERVICES
RAJASTHAN PROJECT
JODHPUR-342005

WHEREAS, (Name of Bidder) (herein after called "the Bidder") has submitted their Bid No. datedfor the provision of certain OILFIELD services (hereinafter called "the Bid") against OIL INDIA LIMITED, RAJASTHAN PROJECT, JODHPUR (hereinafter called the "Company")'s IFB No..... KNOW ALL MEN by these presents that we (Name of Bank) of (Name of country) having our registered office at (hereinafter called "the Bank") are bound unto 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 common seal of the said Bank this Day of , 2016.

THE CONDITIONS of this obligation are:

1. If the Bidder withdraws their bid during the period of bid validity specified by the Bidder;
Or
2. If the Bidder, having been notified of the acceptance of their bid by the Company during the period of bid validity:
 - fails or refuses to execute the Form of Contract in accordance with the Instructions to Bidders in the tender documents, or
 - fails or refuses to furnish the Performance Security in accordance with the Instructions to Bidders in the tender documents;Or
3. If the Bidder furnishes fraudulent document/information in their bid

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

This guarantee will remain in force up to and including the date (**) and any demand in respect thereof should reach the bank not later than the above date.

SIGNATURE AND SEAL OF THE GUARANTOR.....
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 denominated in the currency of the Company's country or an equivalent amount in a freely convertible currency.
- The Date of Expiry of Bank Guarantee should be 210 days after the bid closing date as stated in the tender document

The details of the issuing bank and controlling bank are as under:

A. Issuing Bank

- 1. Full address of the bank:**
- 2. Email address of the bankers:**
- 3. Mobile nos. of the contact persons:**

B. Controlling Office

- 1. Address of the controlling office of the BG issuing banks:**
- 2. Name of the contact persons at the controlling office with their mobile nos. and email address:**

Signature& Seal of the Bank

FORM OF PERFORMANCE BANK GUARANTEE (UNCONDITIONAL)*

To:

(Name of Company)

(Address of Company)

WHEREAS (Name and address of Contractor) (herein after called “Contractor”) had undertaken, in pursuance of Contract No..... Dated 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 by a recognised bank for the sum specified therein as security for compliance with his 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 the Guarantor and responsible to you, on behalf of the Contractor, up to a total of (Amount of Guarantee)** (in words) such sum being payable in the type 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 the 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 modifications of the terms of the Contract or of the work to be performed there under or of any of the Contract documents which may be made between you and the Contractor shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

This guarantee is valid until the date (.....) **(calculated at **3 months** after Contract completion date).

SIGNATURE & SEAL OF THE GUARANTOR :.....

Name of Bank

.....

Address :.....

.....

Date :.....

* Bidders are NOT required to complete this form while submitting the bid.

**An amount is to be inserted by the guarantor, representing the percentage of the Contract price specified in the Contract, and denominated either in the currency of the Contract or in a freely convertible currency acceptable to the Company as per para 29.0 of Part-1.

The details of the issuing bank and controlling bank are as under:

A. Issuing Bank

Tender No. **CJI-2167-P20**

- 1. Full address of the bank:**
 - 2. Email address of the bankers:**
 - 3. Mobile nos. of the contact persons:**
- B. Controlling Office**
- 1. Address of the controlling office of the BG issuing banks:**
 - 2. Name of the contact persons at the controlling office with their mobile nos. and email address:**
- Signature& Seal of the Bank***

AGREEMENT FORM

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

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

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

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

NOW WHEREAS, in consideration of the mutual covenants and agreements hereinafter contained, it is hereby agreed as follows -

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.

2. In addition to documents herein above, the following Sections and Annexure attached herewith shall be deemed to form and be read and construed as part of this agreement viz.:

- (a) General Conditions of Contract, (Part-3, Section-I)
- (b) Scope of Work/Terms of Reference/Technical Specification, (Part-3, Section-II)
- (c) Special Conditions of Contract, (Part-3, Section-III)
- (d) Price Bid Format, (Proforma-A)
- (g) Performance Security Form, (Proforma-E)
- (h) Agreement Form, (Proforma-F)
- (i) Format of Agreement between Bidder and Parent/Wholly owned Subsidiary Company(Attachment – I)
- (j) Parent Company/Subsidiary Company Guarantee (Attachment – II)
- (k) Format of Agreement between Bidder and Sister Subsidiary/Co-subsidiary Company and the Ultimate Parent/Holding Company of both the Bidder and Sister Subsidiary /Co-Subsidiary (Attachment –III)

- (l) General HSE Points (Appendix-A)
- (m) Procedure for obtaining Labour License under Contract Labour (R&A) Act, 1970 & Central Rules-1971 (Appendix-B)

3. In consideration of the payments to be made by the Company to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Company to provide the Services and to remedy defects therein in conformity in all respect with the provisions of this Contract.

4. The Company hereby covenants to pay the Contractor in consideration of the provision of the Services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of this Contract at the times and in the manner prescribed by this Contract.

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

Signed, Sealed and Delivered,

For and on behalf of
Company (Oil India Limited)

Name:

Status:

In presence of

1.

2.

For and on behalf of Contractor
(M/s. _____)

Name:

Status:

In presence of

1.

2.

* Bidders are NOT required to complete this form.

PROFORMA LETTER OF AUTHORITY

TO
DGM (M&C)
Materials & Contracts Department
Oil India Ltd., Rajasthan Project
Jodhpur-342005
Rajasthan, India

Sir,

Sub: OIL's IFB No. CJI-2167-P20

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

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

Yours Faithfully,

Authorised Person's Signature: _____

Name: _____

Designation: _____

Seal of the Bidder:

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

AUTHORISATION FOR ATTENDING BID OPENING

Date: _____

TO

DGM (M&C)

Materials & Contracts Department

Oil India Ltd., Rajasthan Project

Jodhpur-342005

Rajasthan, India

Sir,

Sub: OIL's e-Tender No. CJI-2167-P20

We hereby authorise Mr. /Ms. _____ (Name and address) to be present at the time of Pre-Bid Meeting / Un-priced Bid Opening / Price Bid Opening and for any subsequent correspondence / communication of the above Tender due on _____ on our behalf.

Yours Faithfully,

Authorised Person's Signature: _____

Name: _____

Designation: _____

Seal of the Bidder:

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

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

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

Section: 1 - Commitments of the Principal

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

1. No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for him/herself or third person, any material or immaterial benefit which he/she is not legally entitled to.

2. The Principal will, during the tender process treat all Bidders with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidders the same information and will not provide to any Bidder confidential/additional information through which the Bidder could obtain an advantage in relation to the tender process or the contract execution.

3. The Principal will exclude from the process all known prejudiced persons.

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

Section: 2 - Commitments of the Bidder/Contractor

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

1. The Bidder/Contractor will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the

execution of the contract or to any third person any material or immaterial benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.

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

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

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

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

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 credibility 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 to 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. Noida.

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

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

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

For the Principal :

For the Bidder/Contractor:

Witness 1:

Witness 2:

Place. JODHPUR.

Date

NAME OF INDEPENDENT EXTERNAL MONITOR:

SHRI RAJIV MATHUR, IPS(Retd)
Former Director, IB, Govt. of India
E-mail : rajivmathur23@gmail.com

SHRI SATYANANDA MISHRA, IAS(Retd.)
Former Chief Information Commissioner of India &
Ex-Secretary, DOPT, Govt. of India
E-Mail ID : satyanandamishra@hotmail.com

SHRI JAGMOHAN GARG,
Ex Vigilance Commissioner, CVC
E-Mail ID: jagmohan.garg@gmail.com

ANNEXURE – 1

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 upto (as the case may be) are correct.

YEAR	TURN OVER In INR Crores / US\$ Million*	NET WORTH In INR Crores / US \$ Million *

* Rate of Conversion (if used any): USD 1.00 = INR.

Place :

Date:

Seal:

Membership No ..

Registration Code:

Signature :

[* Applicable only for GLOBAL tenders.]

FORMAT OF AGREEMENT BETWEEN BIDDER AND THEIR PARENT COMPANY / WHOLLY OWNED SUBSIDIARY COMPANY (As the case may be)

(TO BE EXECUTED ON STAMP PAPER OF REQUISITE VALUE AND NOTORISED)

This agreement made this ____ day of ____ month ____ year by and between M/s. _____ (Fill in the Bidder's full name, constitution and registered office address) hereinafter referred to as Bidder on the first part and M/s. _____ (Fill in full name, constitution and registered office address of Parent Company/Subsidiary Company, as the case may be) hereinafter referred to as "Parent Company/Subsidiary Company (Delete whichever not applicable)" of the other part:

WHEREAS

M/s. Oil India Limited (hereinafter referred to as OIL) has invited offers vide their tender No. _____ for _____ and M/s. _____ (Bidder) intends to bid against the said tender and desires to have technical support of M/s. _____ [Parent Company/Subsidiary Company (Delete whichever not applicable)] and whereas Parent Company/Subsidiary Company (Delete whichever not applicable) represents that they have gone through and understood the requirements of subject tender and are capable and committed to provide the services as required by the Bidder for successful execution of the contract, if awarded to the Bidder.

Now, it is hereby agreed to by and between the parties as follows:

1. M/s. _____ (Bidder) will submit an offer to OIL for the full scope of work as envisaged in the tender document as a main Bidder and liaise with OIL directly for any clarifications etc. in this context.
2. M/s. _____ (Parent Company/Subsidiary Company (Delete whichever not applicable)) undertakes to provide technical support and expertise, expert manpower and procurement assistance and project management to support the Bidder to discharge its obligations as per the Scope of work of the tender / Contract for which offer has been made by the Parent Company/Subsidiary Company (Delete whichever not applicable) and accepted by the Bidder.
3. This agreement will remain valid till validity of Bidder's offer to OIL including extension if any and till satisfactory performance of the contract in the event the contract is awarded by OIL to the Bidder
4. It is further agreed that for the performance of work during contract period Bidder and Parent Company/Subsidiary Company (Delete whichever not applicable) shall be jointly and severally responsible to OIL for satisfactory execution of the contract.
5. However, the Bidder shall have the overall responsibility of satisfactory execution of the contract awarded by OIL.

In witness whereof the parties hereto have executed this agreement on the date mentioned above.

For and on behalf of (Bidder)

For and on behalf of

(Parent Company/Subsidiary Company (Delete whichever not applicable))

M/s.

M/s.

Witness:

Witness:

1)

1)

2)

2)

Attachment – II

PARENT COMPANY/ SUBSIDIARY COMPANY GUARANTEE (Delete whichever not applicable)

(TO BE EXECUTED ON STAMP PAPER OF REQUISITE VALUE AND NOTORISED)

DEED OF GUARANTEE

THIS DEED OF GUARANTEE executed at this day of by M/s (Mention complete name) a company duly organized and existing under the laws of (Insert jurisdiction/country), having its Registered Office at hereinafter called “the Guarantor” which expression shall, unless excluded by or repugnant to the subject or context thereof, be deemed to include its successors and permitted assigns.

WHEREAS

M/s Oil India Limited, a company duly registered under the Companies Act 1956, having its Registered Office at Duliajan in the State of Assam, India, and having an office, amongst others, at Kakinada, Andhra Pradesh, and Jodhpur, Rajasthan, India hereinafter called “OIL” which expression shall unless excluded by or repugnant to the context thereof, be deemed to include its successor and assigns, invited tender number for on

M/s (Mention complete name), a company duly organized and existing under the laws of (Insert jurisdiction/country), having its Registered Office at (give complete address) hereinafter called “the Company” which expression shall, unless excluded by or repugnant to the subject or context thereof, be deemed to include its successor and permitted assigns, have, in response to the above mentioned tender invited by OIL, submitted their bid number to OIL with one of the condition that the Company shall arrange a guarantee from its parent company guaranteeing due and satisfactory performance of the work covered under the said tender including any change therein as may be deemed appropriate by OIL at any stage.

The Guarantor represents that they have gone through and understood the requirement of the above said tender and are capable of and committed to provide technical and such other supports as may be required by the Company for successful execution of the same.

The Company and the Guarantor have entered into an agreement dated as per which the Guarantor shall be providing technical and such other supports as may be necessary for performance of the work relating to the said tender.

Accordingly, at the request of the Company and in consideration of and as a requirement for OIL to enter into agreement(s) with the Company, the Guarantor hereby agrees to give this guarantee and undertakes as follows:

1. The Guarantor (Parent Company / **Wholly Owned Subsidiary Company (Delete whichever not applicable)**) unconditionally agrees that in case of non-performance by the Company of any of its obligations in any respect, the Guarantor shall, immediately on receipt of notice of demand by OIL, take up the job without any demur or objection, in continuation and without loss of time and without any cost to OIL and duly perform the obligations of the Company to the satisfaction of OIL.
2. The Guarantor agrees that the Guarantee herein contained shall remain valid and enforceable till the satisfactory execution and completion of the work (including discharge of the warranty obligations) awarded to the Company.
3. The Guarantor shall be jointly with the Company as also severally responsible for satisfactory performance of the contract entered between the Company and OIL. The liability of the Guarantor, under the Guarantee, is limited to the 50% of the annualized contract price entered between the Company and OIL. This will, however, be in addition to the forfeiture of the Performance Guarantee furnished by the Company.
4. The Guarantor represents that this Guarantee has been issued after due observance of the appropriate laws in force in India. The Guarantor hereby undertakes that the Guarantor shall obtain and maintain in full force and effect all the governmental and other approvals and consents that are necessary and do all other acts and things

necessary or desirable in connection therewith or for the due performance of the Guarantor's obligations hereunder.

5. The Guarantor also agrees that this Guarantee shall be governed and construed in accordance with the laws in force in India and subject to the exclusive jurisdiction of the courts of, India.
6. The Guarantor hereby declares and represents that this Guarantee has been given without any undue influence or coercion, and that the Guarantor has fully understood the implications of the same.
7. The Guarantor represents and confirms that the Guarantor has the legal capacity, power and authority to issue this Guarantee and that giving of this Guarantee and the performance and observations of the obligations hereunder do not contravene any existing laws.

For & on behalf of (Parent Company/Subsidiary Company (Delete whichever not applicable))

M/s _____

Witness:

1. Signature _____
Full Name _____
Address _____

Signature _____
Name _____
Designation _____

Common seal of the
Company _____

Witness:

2. Signature _____
Full Name _____
Address _____

INSTRUCTIONS FOR FURNISHING PARENT/SUBSIDIARY COMPANY GUARANTEE

1. Guarantee shall be executed on stamp paper of requisite value and notarized.
2. The official(s) executing the guarantee shall affix full signature (s) on each page.
3. Resolution passed by Board of Directors of the guarantor company authorizing the signatory(ies) to execute the guarantee, duly certified by the Company Secretary shall be furnished alongwith the Guarantee.
4. Following certificate issued by Company Secretary of the guarantor company shall also be enclosed along with the Guarantee.

"Obligation contained in the deed of guarantee No. _____ furnished against tender No. _____ are enforceable against the guarantor company and the same do not, in any way, contravene any law of the country of which the guarantor company is the subject"

Attachment – III**FORMAT OF AGREEMENT BETWEEN BIDDER THEIR SISTER SUBSIDIARY/CO-SUBSIDIARY COMPANY AND THE ULTIMATE PARENT/HOLDING COMPANY OF BOTH THE BIDDER AND THE SISTER SUBSIDIARY/CO-SUBSIDIARY** (Strike out whichever is not applicable between Ultimate Parent and Holding Company. Similarly strike out whichever is not applicable between Sister Subsidiary and Co-subsidiary Company)**(TO BE EXECUTED ON STAMP PAPER OF REQUISITE VALUE AND NOTORISED)**

This agreement made this ____ day of ____ month ____ year by and between M/s. _____ (Fill in Bidder's full name, constitution and registered office address) hereinafter referred to as "Bidder" of the first part and

M/s. _____ (Fill in full name, constitution and registered office address of Sister Subsidiary/Co-subsidiary Company of the Bidder) herein after referred to as "Sister Subsidiary/ Co-subsidiary" of the second part and

M/s. _____ (Fill in the full name, constitution and registered office address of the Ultimate Parent/Holding Companies of both the subsidiaries) hereinafter referred to as "Ultimate Parent/ Holding Company" of the third part.

WHEREAS

M/s. Oil India Limited (hereinafter referred to as OIL) has invited offers vide their tender No. _____ for _____ and

M/s. _____ (Bidder) intends to bid against the said tender and desires to have a technical support of M/s. _____ (Sister Subsidiary/Co-subsidiary Company) and

Sister Subsidiary/Co-subsidiary Company represents that they have gone through and understood the requirements of subject tender and are capable and committed to provide the services as required by the Bidder for successful execution of the contract, if awarded to the Bidder.

Now, it is hereby agreed to by and between all the three parties as follows:

1. M/s. _____ (Bidder) will submit an offer to OIL for the full scope of work as envisaged in the tender document.
2. M/s. _____ (Sister Subsidiary/Co-subsidiary Company) undertakes to provide technical support and expertise and expert manpower, material, if any, to support the Bidder to discharge its obligations as per the Scope of work of the tender / Contract for which offer has been made by the Bidder.
3. This agreement will remain valid till validity of Bidder's offer to OIL including extension if any and also till satisfactory performance of the contract in the event the bid is accepted and contract is awarded by OIL to the Bidder.
4. Sister Subsidiary/ Co-subsidiary Company unconditionally agrees that in case of award of contract to the Bidder, if the Bidder is unable to execute the contract, they shall, immediately on receipt of notice by OIL, take up the job without any demur or objection, in continuation without loss of time and without any extra cost to OIL and duly perform the obligations of the Bidder/Contractor to the satisfaction of OIL.
5. The Ultimate Parent/Holding Company also confirms and undertakes that the commitment made by the Sister Subsidiary/ Co-subsidiary company in providing the technical support and technical expertise and expert manpower to support the Bidder for execution of the contract are honoured.
6. The Ultimate Parent/Holding Company also takes full responsibility in getting the contract executed through the Sister subsidiary/ Co-subsidiary company in case the Bidder/Contractor is unable to execute the contract.
7. In witness whereof the parties hereto have executed this agreement on the date mentioned above.

For and on behalf of (Bidder)	For and on behalf of (Sister Subsidiary/Co-subsidiary)	For and on behalf of (Ultimate Parent / Holding Company)
M/s. Witness 1) 2)	M/s. Witness 1) 2)	M/s. Witness 1) 2)

Note: In case of contracts involving - (a) manufacture/supply (b) installation and commissioning (c) servicing and maintenance of any equipment, as the bidding company can draw on the experience of their multiple subsidiary sister/Co-subsidiary company (ies) specializing in each sphere of activity, i.e. (a) manufacture/supply (b) installation and commissioning (c) servicing and maintenance, therefore, in that case, the above format shall be signed by all the sister/Co-subsidiary company(ies) and necessary modifications may be made in the above format to include all sister subsidiaries.

GENERAL HSE POINTS

1.0 It will be solely the Contractor's responsibility to fulfil all the legal formalities with respect in the Health, Safety & Environmental aspects of the entire job (namely, the persons 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-Contractors.

2.0 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 the Company PPE schedule. Safety appliances like protect 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.

3.0 The Contractor shall prepare written Safe Operating Procedure (SOP) for the work to be carried out, including as assessment of risk, wherever possible and safe methods to deal with it/them. The SOP should clearly state the risk arising to men, machineries and materials from the mining operation/operations to be done by the Contractor and how it is to be managed.

4.0 The Contractor shall provide a copy of SOP to the person designated the Mine Owner who shall be supervising the Contractor's work.

5.0 Keep an up to date SOP and provide a copy to changes to a person designed by the Mine Owner/Agent/Manager

6.0 The 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

7.0 All persons deployed by the Contractor for working in 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.

8.0 The Contractor shall submit to DGMS indicating – name of his firm Registration Number, name 7 Address of person heading the firm, nature of work, type of deployment of work persons, No. 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.

9.0 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.

10.0 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 the Company's Installation Manager/Safety Officer/Engineer/Official/Supervisor/Junior Engineer for safe operation.

11.0 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.

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

13.0 The Contractor shall have to report all incidents including near miss to installation manager/Departmental Representative of concerned department of OIL.

14.0 The Contractor has to keep a register of the persons employed by him/her. The Contractor's supervisor shall take and main attendance of his men every day for the work, punctuality.

15.0 If the Company arranges any safety class/training for the working personnel at site (Company employees, Contractor worker etc.) the Contractor will not have any objection to any such training.

16.0 The health check-up of Contractor's personnel is to be done by the Contractor in authorized Health Centres 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.

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

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

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

20.0 A Contractor employee must, while at work, co-operate 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.

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

22.0 In case Contractor is found non-compliant of HSE laws as required the Company will have the right for directing the Contractor to take action comply with the requirements, and for further non-compliance, the Contractor

23.0 When there is a significant risk to health, environment or safety of a persons or pace arising because of a non-compliance of HSE measure the Company will have the right to direct the Contractor to cease work until the non-compliance is corrected.

24.0 The Contractor should prevent the frequent change of his contractual employees as far as practicable.

25.0 The Contractor should frame a mutually agreed bridging document between OIL and the Contractor with roles and responsibilities clearly defined.

26.0 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.

Appendix-B

Procedure for obtaining Labour License under Contract Labour (R&A) Act, 1970 & Central Rules-1971

Every Contractor to whom this Act applies shall execute any work through Contract Labour only after obtaining valid license from Licensing Officer. To obtain license contractor is required to submit:

- i) Application in Form IV in triplicate duly filled (Name of the Proprietor/Partner or the Directors/Responsible person in case of firm/company, complete postal address including Pin Code number, Telephone Number, Fax Number & E-mail address, if any), correct details of PE and work to be executed etc. correctly against all columns;
- ii) In case contractor is registered under the Companies Act and applicant is other than Director then he should be holding valid Power of Attorney.
- iii) Original Form-V issued by PE
- iv) Demand Draft for license fees and security deposit payable in favour of Regional Labour Commissioner (Central), Ajmer along with duly filled central challan (in TR-6) duly signed by applicant in quadruplicate for each demand draft;
- v) Copy of Work Order;
- vi) Copy of Partnership Deed and in case of Company, the application should be accompanied with Memorandum of Association/Article of Association;

Note: 1. Application form complete in all respect shall be either personally delivered to the Licensing Officer or can be sent by Registered A.D. Post.

2. Contractors, may intimate Dy. Chief Labour Commissioner (Central), Ajmer for expediting/suitable action if they do not receive license nor any communication within a week.

3. Contractors are not required to visit office of Licensing Officer unnecessarily for obtaining license until and unless they have been specifically advised to appear in person. Appearance of contractors in the office of licensing officer for obtaining license by persuasion will be viewed seriously.

Annexure-XI

Format of undertaking by Bidders towards submission of authentic information/documents
(To be typed on the letter head of the bidder)

Ref. No _____

Date _____

Sub: Undertaking of authenticity of information/documents submitted

Ref: Your Tender No. CJI-2167-P20 **Dated _____**

To,
The CGM-Services(RP)
Materials & Contracts Deptt,
OIL, Rajasthan Project, Jodhpur

Sir,

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

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

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

Yours faithfully,

For (type name of the firm here)

Signature of Authorised Signatory

Name :

Designation :

Phone No.

Place :

Date :

(Affix Seal of the Organization here, if applicable)

NON-DISCLOSURE AGREEMENT FORMAT

We, M/s..... (name & address of bidder), hereby declare that highest level of confidentiality shall be maintained at all levels/ stages in executing the Contract awarded and any data or information of importance and material nature shall not be directly or indirectly shared with any other third party for whatsoever purpose without written permission of Oil India Limited.

2.0 In case of default in maintaining stringent confidentiality, we shall be liable for suitable action as deemed fit by Oil India Limited and shall have no objection to this effect. We hereby reiterate our commitment on confidentiality.

.....
(Signature of authorised representative)

.....
(Name of authorised representative)

.....
(Seal)

Date:

Place:

--END OF TENDER DOCUMENT--