



LEGAL/FHQ/EMP/ADV/01

EXPRESSION OF INTEREST (EOI)
FOR EMPANELMENT OF ADVOCATE(S)/LAW FIRM(S) IN OIL

About Oil India Limited:

OIL INDIA LIMITED (OIL), a Government of India Enterprise under the Ministry of Petroleum and Natural Gas, a Maharatna PSU, is a premier up-stream Oil Company engaged in the business of Exploration, Production & Transportation of Crude Oil & Natural Gas as well as production of LPG. It has its Field Head Quarter (FHQ) at Duliajan, District- Dibrugarh, Assam, and its Corporate Office at NOIDA, UP, India. Over the last decade, OIL has ventured into different parts of the globe and currently spanned over seven overseas countries. Its operations are largely based in the north-eastern parts of India, particularly in Assam, Arunachal Pradesh, Mizoram, etc. but have also extended its activities in different parts of India and abroad.

OIL hereby invites Expression(s) of Interest (EOI) from the Law Firms(s)/Advocates in Guwahati (Kamrup), Dibrugarh, Tinsukia, Sivasagar (Assam) & Kolkata (West Bengal) having sufficient relevant experience and proficiency in handling cases which inter alia includes various branches of law specially Mining Laws, Petroleum Laws including Oil Fields (R&D) Act, Oil Mine Regulation, Mines Act, Environment Laws, Service, Labour, Commercial, Property, Taxation, Corporate laws, & other statutes, rules, regulations, Govt. guidelines for empanelment for a period of three years or until further orders whichever is earlier. OIL reserves the right to renew the panel for a further period of up to two years, if deemed fit.

The following are the eligibility criteria for submission of EOI by the Law Firm(s)/Advocates for empanelment in OIL:

Eligibility Criteria:

- A. Length of practice for empanelment as Law Firm/Advocate: _____
Not less than 10 years to be reckoned from the date of Registration with the respective Bar Council.
- B. Specialization:
Specialization in the areas of law relevant to the Company as mentioned above.
Handling of cases in Courts/Tribunals. (Attached 5 judgments in favour)

Infrastructure:

Proper and adequate infrastructure in their respective places, i.e. Guwahati, Dibrugarh, Tinsukia, Sivasagar (Assam) & Kolkata such as office premises, number of junior Advocates, assistants/clerks, phone, internet connection, etc. – Self-certification of the same.

Documents to be submitted by the Advocate:

- (i) The Advocates/Law Firm will be required to furnish their Biodata as per the format given in **Annexure-A**.
- (ii) The self-attested copies of the following documents are required to be submitted with the application:
 - a. Registration with Bar Council/ Identity card issued by Bar Association/ Bar Council.
 - b. List of empanelment with other Organizations.
 - c. Certificates in support of experience/expertise and/ or declaration on this count.

GENERAL INFORMATION:

1. Mere application submission and fulfilling eligibility criteria does not entitle the Advocate/Law Firm for empanelment.
2. OIL reserves the right to modify/relax the eligibility criteria in case enough eligible applications are not received.
3. The Advocates shall be empaneled for three years or until further orders whichever is earlier. OIL may renew the Panel for a further period of up to two years if deemed fit.
4. OIL reserves the right to summarily reject the Applications for any of the reasons if it:
 - (i) is not submitted in the prescribed format or.
 - (ii) does not meet any of the eligibility criteria or.
 - (iii) is not accompanied with requisite documents/information or.
 - (iv) is incomplete in any respect, without assigning any reasons, therefore.
5. Mere empanelment of the Law Firm in OIL does not guarantee any award of work/assignment by OIL.
6. The Advocates/Law Firms already empaneled with OIL may also apply for new empanelment and in the event of their fresh empanelment, their existing empanelment shall stand cancelled from the date of new empanelment. However, if they do not apply under this EOI they shall continue with the cases/matters presently dealing/conducting in different forums, which is subject to periodical review as per the policy of the Company.
7. Empanelment of the Advocates/Law Firms will be at the sole discretion of OIL.
8. OIL reserves the right to cancel/defer the entire process of empanelment of Advocates/Law Firms without any notice or assigning any reasons whatsoever.
9. If considered necessary, an inquiry in the respective Bar Council/Bar Association about the claims and conduct of the Advocate/Law Firm to be empaneled can be made and credentials may be verified.
10. If the Advocate/Law Firm is empaneled by other Regulators/Organizations/ Establishments, a list of those Regulators/Organizations/ Establishments, addresses in full, and contact numbers must be given for necessary verification, if the occasion so arises.
11. The panel of Advocates/Law Firms so finalized shall not be exhaustive.

12. The selected panel of Advocates/Law Firms cannot refuse to accept any work otherwise than on conflict of interest.
13. Timely appearance in the court shall be mandatory for the selected panel of Advocates/Law Firms.
14. No retainer fee shall be paid to any panel of Advocates/ Firm merely because such Advocate has been empaneled.
15. Law Firm(s) (Sole Proprietorships) may be empaneled, through an Advocate, duly authorized by the said firm. In such cases, all the terms and conditions for empanelment of the individual Advocates shall apply mutatis mutandis to them and the Company shall interact and deal with the said empaneled Advocates of such Law Firm(s) only.
16. Draft Empanelment letter is attached as **Annexure-B**, which must be signed by the advocates upon selection.

HOW TO APPLY

Interested and eligible Advocates/Law Firms may submit their application in the prescribed format (enclosed hereto) with complete information. The Application Form duly filled in, along with all supporting documents/information should be submitted in a closed envelope superscribing as **“Empanelment of Advocates/Law Firms in OIL”** to OIL at the following address:

Sr. Manager-Legal
Legal Department
Oil India Limited,
Duliajan, Assam-786602

In case of any clarification, the undersigned may be contacted.

Mohd Hashim
Manager-Legal
Legal Department
Oil India Limited,
Duliajan, Assam-786602
Email-legal@oilindia.in / mohd.hashim@oilindia.in

The application may also be hand-delivered to the reception of the OIL office at Duliajan.

The last date of receipt of the Application is 10th August 2024 at 4.00 p.m. Application received thereafter whether by post/courier or by hand delivery or otherwise will not be entertained at any cost.

(Annexure- A)
FORMAT OF BIODATA FOR ADVOCATE

1.	Name	
2.	Date of birth/Incorporation, Age (in years) (as of 31 st May 2024)	
3.	Date of Enrolment in Bar Council	
4.	Name of Bar Council (enclose a copy of enrolment certificate)	
5.	Details of Experience: Period of practice & areas of specialization	
6.	The details of a few important cases the Advocate has dealt with/handled or reported Judgment(s), notable achievements if any, (copy of the first page may be given as documentary proof)	
7.	Whether earlier or presently empaneled with Central Govt. /any State Govt./Any PSU (indicate period list in brief) (document evidencing such empanelment)	
8.	The Courts where the Advocate is regularly practicing (Enclose a copy of the Bar Association Membership Certificate)	
9.	Income Tax PAN Number:	
10.	Applying for Location	

I declare that I have never been penalized by any Bar Association/Bar Council in any Disciplinary Proceedings. I also undertake to maintain absolute secrecy about the cases of the Company (OIL) as required under the Advocates Act, 1961, and the Rules and Regulations thereunder.

I also hereby declare that I have verified the details indicated above and confirm that all the information submitted is true to the best of my knowledge.

Signature of
Advocate

Address (Office &
Chamber) Tel No.
Mobile No. & Email

(Annexure- B)
Draft Empanelment Letter

To,
M/s or /Mr.
Advocate

Dear Sir,

This is regarding your application dated wherein you exhibited an interest in empanelment as an Advocate/Law Firm with OIL.

We are pleased to inform you that your request has been considered favorably and you are hereby empaneled on the terms and conditions stated below:

A. PAYMENT TERMS

1. The fee payable to the Advocate/Law Firm could be activity-wise or lump sum. The option shall be decided at the time of the engagement.
2. The fee payable to the Advocate/Law Firm shall be subject to the limits enumerated in the Schedule of Fees of OIL as amended from time to time (attached).
3. Advocate/Law Firm engaged may claim the full fee for appearance only in cases of “Effective hearing”. In case of a “non-effective hearing”, a percentage of the fee as prescribed in the Schedule of Fees will be paid.
4. Where there are two or more cases involving substantially identical questions of law or facts, one of such cases will be treated as a main/lead case and others, as identical/connected cases. The Advocate/Law Firm shall be paid the full fee for the main/lead case and thereafter, a proportionate fee of the main/lead case for each of the identical or similar/connected cases as per the Schedule of Fees.
5. If an Advocate/Law Firm is required to appear in a Court/Tribunal situated at a location other than the location for which OIL has empaneled the Advocate/Law Firm, the Advocate/Law Firm shall be entitled to travel (economy class); lodging, boarding, etc. OIL shall make all arrangements for the same.
6. No retainer fee will be paid to any empaneled Advocate/Law firm merely because such Advocate/Law Firm has been empaneled.
7. In case of an empaneled Law Firm, the bills/claims generated should specify the name of the dealing Advocate along with the final copy of the documents/certified copy of the order/opinion, etc.

B. RIGHTS AND DUTIES

8. The practice of the Advocate should not interfere with or be in conflict of interest with the efficient discharge of his duties as an empaneled Advocate of the Company.
9. Timely appearance of the counsel to contest the case for OIL in the court is mandatory.
10. The Advocates/Law Firm empaneled will provide quality services within a reasonable timeframe to be certified by the concerned law officer of OIL.
11. An empaneled Advocate/Law Firm shall not advise any party nor accept any case against the Company during the period of Empanelment. It will be

- incumbent upon the Advocate(s) so empaneled to ensure compliance with this term by his Associate(s)/ junior working with/ under him.
12. OIL is free to engage any Advocate/Law Firm of its own choice and an empaneled Advocate/Law Firm shall not claim that he/she/it alone should be entrusted with OIL's Cases.
 13. The Advocate will not be necessarily empaneled for specific courts at the location of empanelment and shall not refuse to accept any work without reasonable cause.
 14. Refusal by the Advocate to accept any work otherwise than on grounds of conflict of interest may entail removal of such Advocate/Law Firm from the Panel.
 15. The empaneled Advocate/Law Firm shall not delegate cases and deal with the same. They may have to coordinate and work with designated Senior Advocates, if any, engaged in the case as well as with the officers of the Company as required.
 16. The empaneled Advocate/Law Firm shall maintain absolute secrecy and confidentiality about the cases of the company as required under the Act and rules & regulations made thereunder.
 17. All services are to be billed as per the Schedule of Fees along with supporting documents.
 18. Each invoice should contain the title, case number, description of the services rendered, and break-up of the charges.
 19. After each action, the filed documents, invoices, and other relevant proof shall be sent to OIL in a single email and followed by certified copies (wherever possible) in the same manner.
 20. OIL shall be kept informed and updated about each & every development in the designated cases on a day-to-day hearing basis.
 21. Advocate/Law Firm shall immediately apply for the certified copies of the order/judgment on the decision of the case and the same shall be handed over to OIL at the earliest.
 22. The Advocate/Law Firm shall provide his/her opinion for filing an appeal from a decision/order of lower authority within a week after receiving the certified copy of the order.
 23. Disablement on the part of the Advocate/Law Firm shall mean and include any of the following:
 - a) Giving false information in the application for empanelment.
 - b) Handing over the brief or matter to another Advocate/Law Firm without prior written permission of the Company.
 - c) Failure to attend any hearing of the case without sufficient reason and prior notice.
 - d) Not acting as per the Company's instructions or going against specific instructions.
 - e) Not returning the brief when demanded or not allowing or evading allowing its inspection on demand.
 - f) Misappropriation of the Company's funds or earmarking, using the same towards his fees without the Company's permission.
 - g) Making any of his Associates or Juniors appear on behalf of any of the opposite parties in cases/appeals/petitions related to the Company without prior permission.
 - h) Committing an act tantamount to professional misconduct.
 - i) Conviction of the Advocate/Law Firm in any offence resulting in arrest or detention or disbarment by the Bar Council.

- j) Passing on information relating to Company's case on to the opposite parties or their Advocates which is likely to cause damage to the Company's interests.
- k) Giving false or misleading information to the Company relating to the proceedings of the case.
- l) Frequent adjournment being obtained or not objecting to the adjournment moved by other parties without sufficient reason.

The empanelment shall be liable to be canceled due to the occurrence of any of the above disablements on the part of the Advocate/Law Firm as and when deemed fit by the Authority for cancellation which shall vest with the CMD of the company.

You are requested to return the duly signed duplicate copy of this letter indicating your unconditional consent.

We look forward to your cooperation and hope for good relations with you.

Yours faithfully,

(Authorized Signatory)

ऑयल इंडिया
OIL INDIA

(Annexure-C)
Fee Schedule of OIL

Schedule for Advocate Fees			
S.N	Particulars	KOLKATA	GUWAHATI/DIBRUGARH/ TINSUKIA/SIVASAGAR
A	Drafting		
1	Drafting Legal Notice /Reply	8000	6000
2	Written Opinion (including Conference)	15000	10000
3	Drafting and filing of Caveat Petition	8000	4500
4	Drafting of petition /written statement /SLP/Appeal /Reply /Suit /Rejoinder /counterclaim /application u/s 34/37 of Arbitration Act (amount payable for each of final pleading filed)	25000	15000
B	Fees for Misc. Application		
1	Evidence: per Affidavit (evidence by way of affidavit in suits)	12000	9000
2	Written Submission /Written Arguments	15000	12000
3	Miscellaneous Applications and replies	5000	3000
4	Drafting of Application /Replies u/s 8,9,11 and other applications under provisions of Arbitration Act except 34/37 to be filed before courts / all types of rejoinders	12000	9000
C	Reading		
1	Reading fees in case of Writ Petition /SLP/Plaint/Appeal etc. at the admission stage without filing counter /reply	30000	25000
2	Conference of Panel Advocate with Sr. Advocate per hour/Lump sum	3000/8000	2500/6000
3	Conference of Panel Advocate with OIL Officers per hour (maximum 4 hours)/Lump sum	3000/8000	2500/6000
D	Appearance		
1	Effective	17500	10000
2	Non-effective	50% of S.No. D.1	50% of S.No. D.1
3	Outstation Appearance	200% of S.No. D.1	200% of S.No. D.1
4	Clerkage	10% of Professional	10% of Professional Fees

		Fees	
5	Misc. Expenditure	less than 500 without bills	less than 500 without bills
		More than 500 with bills	More than 500 with bills
6	Drafting and finalisation of agreement /MOU /deeds and other similar legal documents etc. (including Conferences & Discussions)	10000	8000
7	Charges of Dealing Advocate when Opinion has been obtained from Senior Advocate	20% of Senior Advocate's Fees or Rs. 50,000 (whichever is lower)	
E	Reading Fees (one time)		
1	When cases are assigned after filing of petition /written statement /SLP/ Appeal / Claim/ statement /Reply etc. -one time	10000	8000
2	If the case is assigned after evidence if filed, the new advocate be paid	15000	10000
3	After submission of written arguments before Courts / Tribunals / Regulators the new Advocate may be paid	20000	15000
F	Batch Cases		
	First Case	100%	
	Second Case	50%	
	Third Case onward	10%	
G	Travel outside empaneled location	Travelling, Boarding and lodging arranged by OIL Entitlement Grade G	
H	Misc. Matters		
1	Lumpsum fees for the case	20,000-80,000	20,000-60,000
2	Reimbursement for Certified copies of the court papers Except court order at the request of OIL	Rs 5 per page	
3	Fees for injunction/declaration/property dispute before district court /rent matter before rent controller /Tribunals /labour court /tribunal matters /IPR matters etc. Lumpsum per case	20000	20000
4	Assisting the case before various Tribunals	3000	3000

(ANNEXURE-D)

FEEES OF ADVOCATES IN RESPECT OF ARBITRATION CASES

The Fees to be paid in lump-sum to the Advocate in case of Arbitration cases shall be as under:

S.NO	PARTICULARS	Fee (INR)
1.	Consolidated fee for conducting the entire arbitration right from the stage of Preliminary hearing in the arbitration till providing legal opinion on the final Award of the Arbitration. (Fee payable is consolidated and includes drafting of pleadings, claims/counterclaims, replies/rejoinders evidence/Affidavits/all miscellaneous Applications, written submissions, applications /replies to applications under section 13, 17, etc., and other provisions of the Arbitration Act to be filed during arbitration proceedings before the Arbitral Tribunal, conferences with designated Sr. Advocates and OIL officials)	3,60,000/-
2.	Consolidated fee for conducting the entire fast track arbitration u/s 29 of the Act, right from the stage of Preliminary hearing in the arbitration till providing legal opinion on the final Award of the arbitration.	2,20,000 /-
3.	Clerkage on above (1)	10% of fee
4.	Misc. expenditure (photocopy etc.)	<500/- No detail required. > 500 actuals (Bills to be produced)
<i>Note: In case of Arbitration with high stakes, the dealing advocate may be engaged on a case-to-case basis based on the experience of the Advocate.</i>		

Notes:

Fees for Advocate /Law Firm indicated above are the maximum fees payable to them.

- i. Conference fee shall be payable for conference with OIL officials and also with designated Sr Advocates
- ii. Whenever Senior Advocate/Law Firm is engaged, the Clerkage charges shall be payable @10% of the fee-only and all invoices in respect of services availed from such Advocates be raised in the name of the Company. However, in exceptional cases, payments may be made to

- the dealing advocate with the approval of competent authority for the reasons to be recorded in writing.
- iii. Miscellaneous and other incidental charges above Rs. 500/- may be reimbursed on actuals subject to providing the original bill/certification.
 - iv. As far as possible no advance payment should be made except to meet expenses of court fees and other out-of-pocket expenses if a request in this regard is received from the Senior Advocate/Advocate Law Firm.
 - v. If an opinion is obtained from AG/SG/ASG/Designated Senior Advocate and the case for opinion is prepared by a briefing counsel, in such matters the briefing counsel shall be entitled to a consolidated fee of up to 20% of the AG's/SG's/ASG's/Designated Senior Advocate's fee or Rs. 50,000/- (whichever is lower) excluding conferences.
 - vi. In a matter before the tribunal (Customs/ Sales Tax/Income Tax) fees to be paid to the Advocate /Law Firm shall be the same as that of the Advocate/ Law Firm engaged for a High Court case.
 - vii. GST payable shall be borne by OIL subject to rules applicable from time to time.
 - viii. Interest shall not be paid for any delayed payment.
 - ix. Stage of Payment in case of fees on lump-sum basis:
 - x. The consolidated fee payable to advocates for conducting Litigation shall be released in parts as per the following stages:
 - a. 40% of the fees on completion of pleadings
 - b. 30% of the fees on conclusion of final arguments but the Judgment is yet to be passed.
 - c. 30% of the fees on receipt of final Judgment/Award and legal opinion from the advocate.
 - xi. If after commencement of the arbitration proceedings, the parties agree to settle the dispute mutually through conciliation or withdraw the arbitration, the advocates would be entitled for pro-rata percentage of fee till the stage of arbitration.
 - xii. If there is a change of advocate for any reason(s) whatsoever including return of brief, then the new advocate is entitled for pro-rata payment depending upon the stage at which the matter is entrusted to him/her.
 - xiii. Advocates are required to submit reconciliation of the bills paid at the end of the financial year.
 - xiv. For outstation hearing, the concept of effective and non-effective hearing shall not be applicable. For exceptional cases and the North-Eastern Region, outstation hearings may be on per day basis.
