



**Oil India Limited**

**(A Govt. of India Enterprise)**

**P.O. DULIAJAN, DIST. DIBRUGARH,  
ASSAM, INDIA, PIN-786 602**

**CONTRACTS DEPARTMENT**

**TEL: (91) 374-2808661**

**E-mail: [contracts@oilindia.in](mailto:contracts@oilindia.in)**

**Website: [www.oil-india.com](http://www.oil-india.com)**

**FAX: (91)374-2803549**

---

## **IFB NO. CDI6358L15**

**(Appointment of Direct Tax Consultant on Retainer ship Basis  
for a period of 03(Three) years.)**

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

OIL INDIA LIMITED invites ON-LINE BIDS from the short listed Bidders/Firms for the following mentioned works/services under SINGLE STAGE – 2 BID System on LIMITED Basis through its e-Procurement site:

**DESCRIPTION OF WORK/ SERVICE:**

*Appointment of Direct Tax Consultant on Retainer-ship Basis for a period of 03(Three) years.*

**IFB NO:** CDI 6358L15

**Type of IFB:** Limited (Single Stage- 2 Bid System)

**LOCATION** All spheres of Oil India Ltd.

**CONTRACT PERIOD:** 03(Three) years with additional 01(One) Month mobilisation period from the date of issue of LOA.

**BID CLOSING/ OPENING DATE & TIME:** 17.03.2015 (11:00HRS/14:00 HRS)

**Issue of user ID & Password** : 24.02.2015 to 10.03.2015

**Pre-bid conference** : 10.03.2015 at 9:30 Hrs

**Last Date of receipt of Pre-Bid: Queries** 07.03.2015 up to 11:00 Hrs (IST)

**Venue of Pre-Bid Conference:** Noida-Delhi/NCR (Exact venue and time shall be communicated to the prospective bidders nearer the time)

**Bid Submission Mode:** Bid should be submitted online in OIL's E-Procurement portal

**Bid Opening Place :** Office of the Head-Contracts  
Oil India Limited  
Duliajan – 786602, Assam

**Bid Validity :** 180 days from Bid opening Date

**BID SECURITY AMOUNT:** Nil

**AMOUNT OF PERFORMANCE SECURITY:** Nil

**1.0 Pre-Bid Conference:**

1.1 A pre-Bid conference will be held at **Noida on 10.03.2015** or on the dates as indicated in the online tender for providing clarifications to prospective bidders on Bid Rejection Criteria(BRC)/Bid Evaluation Criteria(BEC), Terms of Reference/Technical Specifications, Terms and conditions of the IFB to enable them to understand the exact service requirement of the Company. All the shortlisted ***parties to whom the bid documents have been issued are invited to the Pre-Bid conference.*** For details of the venue, bidders may contact the office of **Head-Contracts**, Oil India Ltd., P.O. Duliajan-786602, **Phone:** 91-374-2808650/2800548, **Fax#**(91)374-2803549, **E-mail:** joydebnath@oilindia.in

1.2 At the most 2 (two) representatives from each prospective bidder shall be allowed to participate in the pre-bid conference. All costs for attending the pre-bid conference shall be to prospective bidders' account.

*1.3 The prospective bidders shall submit their queries through E-mail / Fax / Courier addressed to Head-Contracts, Oil India Ltd., Duliajan-786602, Assam prior to the date of pre-bid conference and such queries must reach OIL's office at Duliajan latest by 07.03.2014 or the date as mentioned in the on-line tender. OIL shall provide clarifications to the queries in the pre-bid conference. OIL will not be responsible for non-receipt or late receipt of any bidder's query in OIL's office. A soft copy of the queries in the word file shall also be submitted by the parties.*

**2.0 Bid should be submitted online up to 11:00 AM (IST) (OIL's e-procurement Portal Server Time) on the date as mentioned and will be opened on the same day at 02:00 PM (IST) at Office of the Head-Contracts in presence of authorized representative of the bidder.**

**3.0 The rates shall be quoted as specified in the "PRICE BID FORMAT" and to be uploaded in attachment under Notes & Attachments tab.**

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

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

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

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

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

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

5.0 (a) No Bidder can withdraw his bid within the validity or extended validity of the bid. Withdrawal of any bid within validity period may result in debarment from participation in future tenders, at the sole discretion of the company.

(b) Once a withdrawal letter is received from any bidder within the bid closing date, the offer will be treated as withdrawn and no further claim / correspondence will be entertained in this regard.

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

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

a. In case of Sole Proprietorship Firm, Copies of Telephone(Landline Bill)/Electricity/ PAN card, latest Income Tax Return form indicating

therein the name, business and residential address, E-mail and telephone numbers of the owner and copies of Service Tax and Central Excise Registration Certificate.

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

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

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

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

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

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

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

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

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

11.0 **BACKING OUT BY BIDDER:** In case any bidder withdraws their bid within the bid validity period, the party will be debarred for a period of 2(two) years from the date of withdrawal of bid.

12.0 **BACKING OUT BY L-1 BIDDER AFTER ISSUE OF LOA:** In case LOA issued is not accepted by the L1 bidder then the bidder shall be debarred for 2 (two) years from the date of default.

13.0 **FURNISHING FRAUDULENT INFORMATION/DOCUMENT:** If it is found at any time that, a Bidder / Contractor has / had furnished fraudulent documents / information, the party/the contractor shall be debarred for a period of three (03) years from the date of detection of such fraudulent act, besides legal action.

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

**Forwarding Letter.**

**Instruction to Bidders**

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

**Part - I** - General Conditions of Contract. (GCC)

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

**Part - III** - Special Conditions of Contract (SCC)

**Part-IV**-Schedule of company's Plants, Materials and Equipments-

**Part-V**-Safety Measures (SM)

**Integrity Pact**-Applicable for this IFB

**Proforma and Annexures**

**15.0 The Integrity Pact is applicable against this tender:**

OIL shall be entering into an Integrity Pact with the bidders as per format enclosed vide “Part-VI Integrity Pact” of the tender document. This Integrity Pact Proforma has been duly signed digitally by OIL’s competent signatory (Digitally Signed). **The proforma has to be returned by the bidder (along with the technical bid) duly signed (digitally) 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 declined 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 sign the Bid.

Note: Following person has been appointed as Independent External Monitor:

SRI RAGHAW SHARAN PANDEY, IAS (Retd.)  
Former Secretary, Ministry of Petroleum & Natural Gas,  
E-Mail ID: rspandey\_99@yahoo.com

**SPECIAL NOTE:****GUIDELINES FOR PARTICIPATING IN OIL’S E-PROCUREMENT :**

To participate in OIL’s E-procurement tender, bidders should have a legally valid digital certificate **of Class 3 with Organizations Name** 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>). Bidders must have a valid User Id to access OIL e-Procurement site. Bidders can click on **Guest** login button to view the available open tenders in the E-portal. In case bidder do not have user ID & Password, bidders shall request OIL with supporting documents through E-mail or fax or letter for issue of the **USER ID** and Password for accessing and submitting against the E-procurement tender. The detailed guidelines are available in OIL’s e-procurement site. For any clarification in this regard, bidders may contact OIL.

**Please note that all tender forms and supporting documents are to be submitted through OIL's E-Procurement site only** except any other document if specified in the IFB which are to be submitted in sealed envelope super scribed with tender no. and due date to : The Head Contract, Contracts Department, Oil India Limited, Duliajan- 786602,

Bidders are requested to examine all instructions, forms, terms and specifications in the bid. Failure to furnish all information required as per the bid or submission of offers not substantially responsive to the bid in every respect will be at the bidders risk and may result in the rejection of its offer without seeking any clarifications.

**18.0 The tender is invited under SINGLE STAGE 2- BID SYSTEM.** The bidder has to submit the "Un-Priced Techno-Commercial" and "Price-Bid" through electronic form in the OIL's e-Tender portal within the Bid Closing Date and Time stipulated in the e-Tender portal. **The Technical Bid is to be submitted as per Scope of Work & Technical Specifications along with all technical related documents related to the tender are to be uploaded under Technical RFx Tab.** The Price Bid rates shall to be quoted as specified in the "PRICE BID FORMAT" and to be attached as attachment under the Notes & attachment tab. **The price quoted in the "PRICE BID FORMAT" will only be considered for evaluation.**

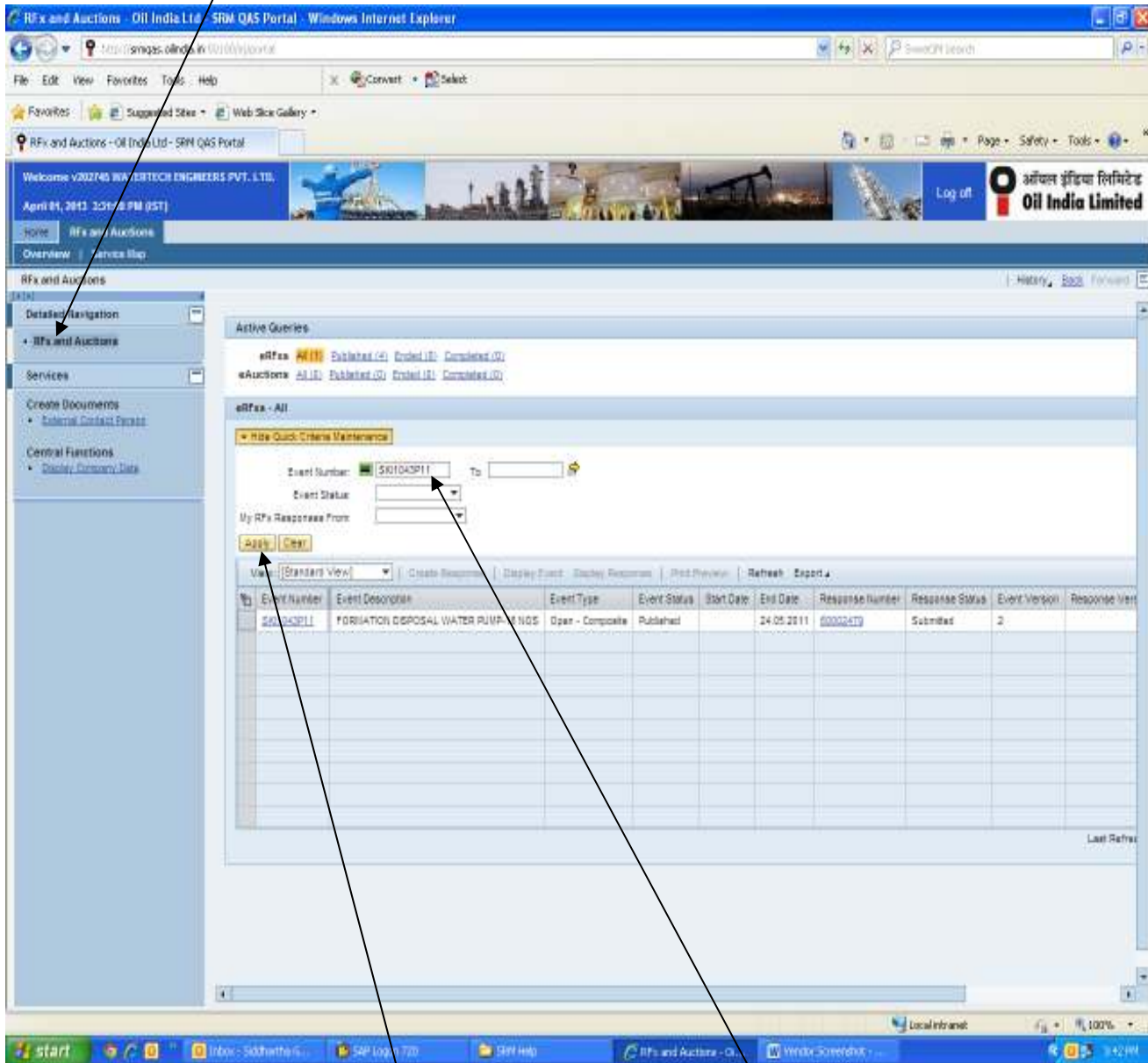
**Please note that no price details should be uploaded under Technical RFx. Details of prices as per Price Bid format / Priced bid can be uploaded as Attachment under Notes & Attachment Tab.** Offer not complying with above submission procedure will be rejected.



A few screen shots to find out the required IFB is shown below.

1.

Select RfX and Auction Tab



2.

3.

Please enter the IFB No. here & Click Apply Tab

After following the above mentioned steps, the details of the IFB under RFx information will be displayed as shown in the page below.

**Display RFx :**

Verify Signature of RFx | Print Preview | Close | Back | Export

RFx Number: SD0715SP13 | RFx Name: SD RFx Open Composite Bio BOT | RFx Status: Published | RFx Start Date: | Submission Deadline: 12/04/2013 11:00:00 INDIA | Remaining Time: 10 Days 18:25:18

RFx Owner: IR: Auto Bidder | RFx Version Number: 2 | RFx Version Type: Active Version

**RFx Information** | Items | Notes and Attachments

RFx Parameters | Questions | Note and Attachments | Conditions

Time Zone: INDIA

Start Date: 00:00:00

Submission Deadline: 12/04/2013 11:00:00

Opening Date: 12/04/2013 14:00:00

Currency: INR

Price Bid Opening Date:

Pre-Bid Conference Time: 00:00:00

Pre-Bid Conference Date:

Last Time of Tender Fee Payment: 11:00:00

Last Date of Tender Fee Payment: 12/04/2013

Last Time to receive RBC queries: 00:00:00

Last Date to receive RBC queries:

Contract Details: AJS

Contract Details: AJS 1

Earnest Money Deposit - USD: 12,500.00

Earnest Money Deposit - INR: 8,000,000.00

Valuation Type: NON-ELIGIBLE FOR NIL DUTY/DEFINED EXPORT

Bank Guarantee: APPLICABLE @18% OF ODR VAL

Integrity Pool: Not Applicable

EMD Validity Period: 12/04/2013

Tender Type: ICB (International Competitive Bidding)

Tender Fee in USD: 1,000.00

Tender Fee in INR: 85,000.00

Price Bid Opening Time: 00:00:00

**Partners and Delivery Information**

Details | Add | Send E-Mail | Call | Clear

Function	Number	Name	Phone Number
Requester		Ext req transfer user SERVICE_R3	
Goods Recipient		Ext req transfer user SERVICE_R3	
Ship-To Address		Assam- Services	2000414
Location		Assam- Services	2000414

**NB: All the Bids must be Digitally Signed using “Class 3” digital signature certificate with Organizations Name (e-commerce application) as per Indian IT Act obtained from the licensed Certifying Authorities operating under the Root Certifying Authority of India (RCAI), Controller of Certifying Authorities (CCA) of India.**

## HEAD-CONTRACTS

## **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.

### **2.0 BIDDING DOCUMENTS**

2.1 The services required, bidding procedures and contract terms are prescribed in the Bidding Documents. This Bidding Document includes the following:

- a) A forwarding letter highlighting the following points
  - (i) Company's IFB No.
  - (ii) Bid closing date and time
  - (iii) Bid opening date, time and place
  - (iv) Bid submission place
  - (v) Bid opening place
  - (vi) The amount of Bid Security
  - (vii) The amount of Performance Guarantee
  - (viii) Quantum of liquidated damages for default in timely mobilizations
- b) Instructions to Bidders
- c) General Conditions of Contract (**Part-I**)
- d) Schedule of Work, Unit, Quantities, Rates and Prices (**Part- II-SOQ**)
- e) Special Conditions of Contract (**Part-III-SCC**)
- f) Schedule of company's Plants, Materials and Equipments-( **Part-IV**)
- g) Safety Measures (**Part-V-SM**)
- h) Integrity Pact
- i) Price Bid Format
- j) BRC/BEC
- k) (**Proforma & Annexures**).

2.2 The bidder is expected to examine all instructions, forms, terms and specifications in the Bid document. Failure to furnish all information required in the Bidding Documents or submission of a bid not substantially responsive to the Bidding Documents in every respect will be at the Bidder's risk & responsibility and may result in the rejection of its bid.

### **3.0 TRANSFERABILITY OF BID DOCUMENTS :**

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

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

#### **4.0 AMENDMENT OF BIDDING DOCUMENTS:**

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

4.2 The Addendum will be sent in writing through post / courier / Fax/e-mail to all prospective Bidders to whom Company has sent the bid documents and also be uploaded in the OIL's e-portal in the C-folder 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 shall also check OIL's E-Tender portal [C-folder under the tab "Amendments to Tender Documents"] for any amendments to the bid documents before submission of their bids.

#### **5.0 PREPARATION OF BIDS**

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

5.2 DOCUMENTS COMPRISING THE BID: The complete bid should be submitted on-line in the e-portal.

#### **6.0 BID FORM:**

6.1 The bidder shall complete the Bid Form and the appropriate Price Schedule furnished as attachment in the e-portal.

#### **7.0 BID PRICE:**

7.1 Prices must be quoted by the bidders, both in words and in figures. In case of any discrepancy between the words and in figures, the prices indicated in words only will be considered.

7.2 Price quoted by the successful bidder must remain firm during its performance of the Contract and will not be subjected to variation on any account.

**7.3 Since the tender is invited under SINGLE STAGE 2- BID SYSTEM and such no price details should be uploaded/mentioned under Technical RFx Tab. Details of prices as per Price Bid format / Priced bid can be uploaded as Attachment in the attachment header under the notes and attachment tab. Offer not complying with above submission procedure will be rejected. Kindly refer the screen shots below.**

Click on this tab to upload Price Bid

Response

**Edit RFx Response:**

Submit | Read Only | Print Preview | Check | Technical RFx Response | Close | Save | Delete | Verify signature | Sign Response

RFx Response Number: 68885122 | RFx Number: 577 | Status: Saved | Submission Deadline: 06/03/2013 09:00:00 NDA | Opening Date: 06/03/2013 09:00:00 NDA | Remaining Time: 0 Days 03:19:18  
 RFx Owner: WSRM\_31007 | Total Value: 0.00 BIR | RFx Response Version Number: Active Version | RFx Version Number: 2

RFx Information | Item | Notes and Attachments | Conditions | Summary | Tracing

Basic Data | Questions

Question	Reply	Comment
exclusive Test:		yes
HAVE YOU SUBMITTED THE ORIGINAL BID BOND:		yes
INDICATED IAC IS INCLUDED IN THE FOR PRICE:		yes
FROM OCEAN FREIGHT: <input type="radio"/> Yes <input checked="" type="radio"/> No		yes
HAVE YOU MENTIONED THE TM CHARGE: <input type="radio"/> Yes <input checked="" type="radio"/> No		yes
HAVE YOU INDICATED THE TOLERANCE OF QUANTITY: <input type="radio"/> Yes <input checked="" type="radio"/> No		yes
HAVE YOU INDICATED HANDLING CHARGE FOR RAIL DESPATCH:		yes
HANDLING CHARGE INCASE OF INDIAN BIDDER: 2000		yes
HAVE YOU SUBMITTED THE SAMPLE:		no
HAVE YOU ATTACHED PRICE SCHEDULE AS PER THE BIC (COMMERCIAL): <input checked="" type="radio"/> Yes <input type="radio"/> No		
HAVE YOU QUOTED THE PRICES WITH ALL LIABILITIES INCLUDING STATUTORY LIABILITIES: <input checked="" type="radio"/> Yes <input type="radio"/> No		

Page: 9 of 9 | Words: 1 | English (India)

20/51  
05-03-2013

Next Screen on clicking Notes & attachment Tab and go to edit mode

Bidders can insert comments here

RFx and Auctions - OIL India Ltd e-Procurement System - Microsoft Internet Explorer

RFx and Auctions | History | Back | Forward

Display RFx Response:

RFx Response Number: 60006427 RFx Number: Status: Saved Submission Deadline: 28.03.2013 11:00:00 INDIA  
Opening Date: 07.03.2013 14:00:00 INDIA Remaining Time: 2 Days 01:41:02 RFx Owner: Total Value: 0.00 INR  
RFx Response Version Number: Active Version RFx Version Number: 6

RFx Information | Bids | Notes and Attachments | Summary | Tracking

Notes

Add | Close Filter Settings

Assigned To	Category	Text Preview
Document Header	Bid Invitation/Auction Text	
	Bid Invitation/Auction Text	
	Bid Invitation/Auction Text	
	Bid Invitation/Auction Text	
	Bid Invitation/Auction Text	
	Bid Invitation/Auction Text	

Attachments

Sign Attachment | Add Attachment | Edit Description | Versioning | Details | Owner | Collaboration Profile

Filter Settings

Assigned To	Category	Description	File Name	Version	Processor	Checked Out	Type	Size (KB)	Changed by	Changed on
Document Header	Standard Attachment	PRICE BID	PRICE BIDDING FORMAT	06	1		06	32		03.03.2013

Collaboration Room

Created on

1

2

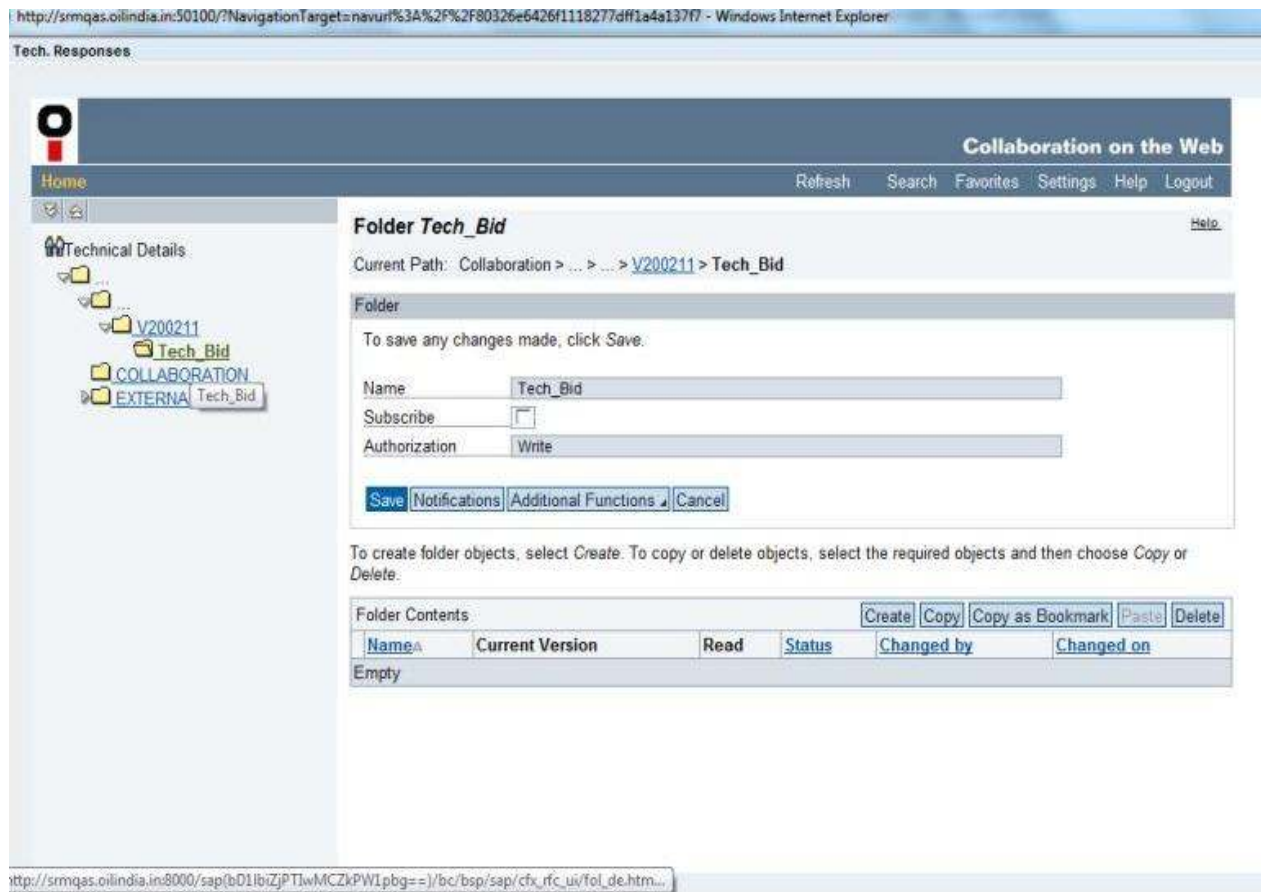
Price Bid Format to be attached here after digitally signing the attachment



**Create Technical Rfx response ( creating Technical Rfx response is mandatory)**

To create Technical Rfx response click on [Technical Rfx Response](#) , at the top of the Response.(Refer screen shot on Page no:3)

System will redirect you to the C-folder in new window( Screen shot Below)





7.4 Bidder shall be deemed to have satisfied himself before submitting his 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.

8.1 These are as per BEC/BRC

9.1 Bids shall remain valid for 180 days from the date of bid opening.



9.2 In exceptional circumstances, the OIL may solicit the Bidder's consent to an extension of the period of validity. The request and the response thereto shall be made in writing (or by Fax). 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.

#### **10.0 FORMAT AND SIGNING OF BID:**

10.1 The original and all copies of the bid shall be typed or written in indelible inks and shall be signed(digitally) by the Bidder or a person or persons duly authorized to bind the Bidder to the contract.

#### **11.0 SUBMISSION OF BIDS.**

11.1 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 [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.

The bid including all uploaded documents shall be digitally signed by duly authorized representative of the bidder to bind the Bidder to the contract. The authenticity of above digital signature shall be verified through authorized CA after bid opening and in case the digital signature is not of "Class-3" with organization name, the bid will be rejected.

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

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

11.2 Timely submission of the bids is the responsibility of the Bidder should be submitted before the bid closing date and time. Company shall not be responsible for any delay.

11.3 E-mail/ Fax/ Telex/Telegraphic/Telephonic offers will not be accepted.

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

## **12.0 DEADLINE FOR SUBMISSION OF BIDS:**

12.1 Bids should be submitted on-line up to 11.00 AM(IST)(Server Time) on the Bid Closing date mentioned in the Forwarding Letter. Bidders will be permitted by System to make any changes in their bid after the bid has been uploaded by the bidder prior to the date and time as mentioned in the bid. But no changes would be allowed by the system once the due date and for submission of bids has been reached and bids are opened.

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

12.3 The documents in physical form must be received by Company at the address specified in the "Forwarding Letter" on or before the Bid Closing Date & Time mentioned in the "Forwarding Letter". Timely delivery of the same at the address mentioned in the Forwarding Letter is the responsibility of the Bidders.

## **13.0 LATE BIDS:**

13.1 Bidders are advised in their own interest to ensure that their bids are uploaded in system before the closing date and time of the bid. Any Bid received by the Company after the Bid Closing Date & Time stipulated by the Company shall be rejected.

## **14.0 MODIFICATION AND WITHDRAWAL OF BIDS:**

14.1 Bidders will be permitted by System to make any changes in their bid after the bid has been uploaded by the bidder prior to the date and time as mentioned in the bid. But no changes would be allowed by the system once the due date and for submission of bids has been reached and bids are opened.

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

14.4 No bid may 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.

#### **15.0 EXTENSION OF BID SUBMISSION DATE :**

15.1 Normally no request for extension of Bid Closing Date & Time will be entertained. However, OIL at its discretion, may extend the Bid Closing Date and/or Time due to any reasons. In case of receipt of only one Bid on the Bid Closing Date and Time, OIL may extend the Bid Closing /Opening Date by 2(two) weeks. However, the bidder whose bid has been received within the bid closing date and time, will not be allowed to revise their Bid/prices. Withdrawal of such Bid also will not be permitted by the system.

#### **16.0 BID OPENING AND EVALUATION:**

16.1 OIL shall open the Bids, in the presence of Bidder's representatives who choose to attend at the date, time and place mentioned in the Covering Letter. However, an authorization letter (as per Performa-I) 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 date, only Technical RFx will be allowed to open by the system.** Bidders therefore should ensure that techno-Commercial bid is uploaded under the **Technical RFx** Tab Page only **and no price should be mentioned anywhere under the Technical RFx.**

16.2 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.

16.3 Bid for which an acceptable notice of withdrawal has been received pursuant to clause 14.0 shall not be opened. OIL shall examine bids to determine whether they are complete, whether requisite Bid Securities have been furnished, whether documents have been properly signed and whether the bids are generally in order.

16.4 Bid opening shall be done as detailed in clauses 16.1 and 16.2 above

16.5 OIL shall prepare, for its own records, minutes of bid opening including the information disclosed to those present in accordance with the sub-clause 16.3

16.6 To assist in the examination, evaluation and comparison of bids, normally no clarifications shall be sought from the Bidders. However, for assisting in the evaluation of the bids especially on the issues where the Bidder confirms compliance in the evaluation and contradiction exists on the same issues due to lack of required supporting documents in the Bid(i.e. document is deficient or missing), or due to some statement at other place of the Bid(i.e. reconfirmation of confirmation) or vice versa, clarifications may be sought by OIL at its discretion. The request for clarification and the response shall be in writing and no change in the price or substance of the bid shall be sought, offered or permitted.

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

16.8 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.

16.9 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.

## **17.0 EVALUATION AND COMPARISON OF BIDS:**

17.1 The OIL will evaluate and compare the bids as per Priced Bid Format of the bidding documents.

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

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

#### **18.0 CONTACTING THE COMPANY:**

18.1 Except as otherwise provided in Clause 14.0 above, no Bidder shall contact OIL on any matter relating to its bid, from the time of the bid opening to the time the Contract is awarded except as required by OIL vide sub-clause 16.6.

18.2 An effort by a Bidder to influence OIL in the bid evaluation, bid comparison or Contract award decisions may result in the rejection of their bid.

#### **19.0 AWARD CRITERIA:**

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

#### **20.0 OIL' S RIGHT TO ACCEPT OR REJECT ANY BID:**

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

#### **21.0 NOTIFICATION OF AWARD:**

21.1 Prior to the expiry of the period of bid validity or extended validity, OIL will notify the successful Bidder in writing by registered letter or by cable or telex or fax or e-mail (to be confirmed in writing by registered / couriered letter) that its bid has been accepted.

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

#### **22.0 SIGNING OF CONTRACT:**

22.1 At the same time as OIL notifies the successful Bidder that its Bid has been accepted, OIL will either call the successful bidder for signing of

the agreement or send the Contract Form provided in the Bidding Documents, along with the General & Special Conditions of Contract, Technical Specifications, Schedule of rates incorporating all agreements between the parties.

22.2 Within 2 Weeks from the date of issue of Letter of Award (LOA), the successful Bidder shall sign and date the contract and return it to OIL. Till the contract is signed, the LOA issued to the successful bidder shall remain binding amongst the two parties.

22.3 In the event of failure on the part of the successful bidder to sign the contract within the period specified above or any other time period specified by OIL. OIL reserves the right to terminate the LOA issued to the successful bidder. The party shall also be debarred for a period of 2(two) years from the date of default.

### **23.0 FURNISHING FRAUDULENT INFORMATION/DOCUMENTS:**

23.1 If it found that a bidder has furnished fraudulent information/documents, it shall constitute sufficient ground for annulment of the award and the party shall be debarred for a period of 3(three) years from the date of detection of such fraudulent act besides the legal action.

## 24.0 BID DOCUMENT:

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

**25.0 Mobilization Period:** 1(one) Month from the date of issue LOA

&&&&&&&&&&&& *END OF ITB* &&&&&&&&&&&&

**BID REJECTION&EVALUATION CRITERIA (BRC-BEC)****I. BID REJECTION CRITERIA (BRC)**

The bid shall confirm generally to the terms and conditions given in the bidding documents. Notwithstanding the general conformity of the bid to the stipulated specifications, the following requirements will have to be particularly met by the bidder(s) without which the same will be considered as non-responsive and rejected.

**A) TECHNICAL:**

- 1.1 Bids not submitted in specified format will summarily be rejected.
- 1.2 Bidder shall have to quote for all items as specified in **SOQ**. Part offer will be considered as non-responsive and rejected.
- 1.3 The team members must essentially have relevant Domestic and International tax advisory experience. Non-compliance with Experience Clause as given below shall be rejected.

**Tax and regulatory team:**

<b>Level</b>	<b>Experience</b>	<b>In area of work</b>
Principal Consultant	15years or more	Tax and regulatory advisory as detailed in SCC (other than item (A)(III), (A)(IV)and (B)(II) to the extent related to Transfer Pricing).
Senior level Consultant	10 years or more	-do-
Middle level Consultant	5 years or more	-do-
Junior level Consultant	2 years or more	-do-

**Transfer pricing team:**

<b>Level</b>	<b>Experience</b>	<b>In area of work</b>
Principal Consultant	15years or more	Transfer pricing as detailed in Part-III SCC (item (A)(III), (A)(IV)and (B)(II) related to Transfer Pricing).
Senior level Consultant	10 years or more	-do-
Middle level Consultant	5 years or more	-do-
Junior level Consultant	2 years or more	-do-

**Representative team:**

<b>Level</b>	<b>Experience</b>	<b>In area of work</b>
Senior level Counsel	15 years or more	Representation Before CIT (A) and ITAT.
Middle level Counsel	10 years or more	Representation Before AO, TPO, CIT (A) and ITAT.
Junior level Counsel	5 years or more	Representation Before AO, TPO and CIT (A).

1.4 The experience enumerated above requires expertise in direct tax matters.

1.5 Bidder's address in Delhi/NCR including Tel. no/Fax no and contact/nodal person's mobile no and e-mail ID has to be given.

1.6 Bids not complying with Scope of Services and Deliverable Clause given under **Scope of Services in SCC** shall be rejected.

1.7 The bidders are required to submit the following:

- (i) Profile of the bidder and experience in handling the Domestic and International Tax Advisory with respect to the following:
  - i. Bidder must have at least 5 years relevant experience (i.e. covered by scope of work) including at least 3 years of relevant advisory services to a company having operations outside India and having a minimum annual average consolidated sales revenues of ₹2,000 Crore during the last three financial years.
  - ii. Bidders must demonstrate experience of dealing in assessments involving double-taxation avoidance agreement (DTAA) issues.
  - iii. Bidders must demonstrate experience of having advised any hydrocarbon exploration and Production Company in significant tax matters such as acquisition structuring, corporate tax return review, and corporate tax assessment proceedings, appeals before CIT/ITAT, transfer pricings etc.. Advisory services of minor nature such as TDS compliance/certifications/personnel taxation are not to be considered.
  - iv. Submit the following w.r.t. Para (i), (ii) and (iii) above:
    1. Extract of P&L of such client to ensure their sales revenue;
    2. Copy of LOA or a certification from client.



- v. The Bidder must have minimum annual average fee income from tax consultancy services of ₹ 2.50 Crore during the last three financial years.

1. Provide fee from tax consultancy service for last 3 (three) years.

(ii) Name of the major clients in Upstream and Downstream Companies.

(iii) Provide the team detail who will work on the assignment along with their bio data, certifying their experiences as given in Para **A (1.3) of BRC** ;

(iv) Undertaking that all the report on work done by the team will be vetted by the Tax Partner of the Consultant.

## **II. BID EVALUATION CRITERIA (BEC)**

The bids conforming to the specifications, terms and conditions stipulated in the tender and considered to be responsive after subjecting to the Bid Rejection Criteria as well as verification of original of any or all documents/ documentary evidences pertaining to BRC will be considered for further evaluation as per the Bid Evaluation Criteria given below:

- 1.0 To ascertain the inter-se-ranking, the comparison of the responsive bids will be made on **Grand Total Value** quoted for the items in the **price bid** of the tender. The lowest (L1) bidder shall be awarded the contract provided they meet the other qualifying criteria listed in the tender document.
- 2.0 To evaluate the inter-se-ranking of the offers, all Tax/levies will be considered as per prevailing Govt. guidelines as applicable on bid closing date. Bidders may check this with the appropriate authority while submitting their offer.
- 3.0 For Bid Evaluation Purposes, the following will be considered:

### **Rates for (A) Regular Scope of Work**

Particulars	Quoted Lump- sum annual (₹)	No of Units for Evaluation	Amount for Evaluation(₹)
(i)	(ii)	(iii)	(iv)= (ii)*(iii)
Item A.I of Scope of Work		3	
Item A.II of Scope of Work		3	
Item A.III of Scope of Work		3	
Item A.IV of Scope of Work		3	
Item A.V of Scope of Work		3	
Item A.VI of Scope of Work		12	
<b>Total for (A) Regular Scope of Work</b>			

**Rates for (B) Call-out Scope of Work**

Particulars	Quoted Hourly rates (₹)	No. of Hours for Evaluation only	Amount for Evaluation (₹)
(i)	(ii)	(iii)	(iv)= (ii)*(iii)
Principal Consultant		200	
Senior level Consultant		500	
Middle level Consultant		400	
Junior level Consultant		400	
<b>Total for (B) Call-out Scope of Work</b>			

**Rates for (C) Representation Scope of Work**

Particulars	Quoted Per Hearing(₹ )	No. of Hearing for Evaluation only	Amount for Evaluation(₹)
	(ii)	(iii)	(iv)= (ii)*(iii)
Senior level Counsel		10	
Middle level Counsel		10	
Junior level Counsel		10	
<b>Total for (C) Call-out Scope of Work</b>			

**Total for Regular, Call-Out & Representation Scope of Work for evaluation**

<b>GRAND Total(A)+(B)+(C)</b>	<b>₹</b>
-------------------------------	----------

The above units, hours and number of hearing will be used for bid evaluation purposes and should not be treated as representation, explicit or implicit, of such work to be assigned to the Bidder.

4.0 In the event of discrepancy between the words and figure, words shall prevail and adopted for evaluation.

5.0 Bidder must submit the signed bid documents complete in all respect along with self attested copy of all other necessary documents / undertakings.

**NOTE:**

1.0 The Compliance statement must be filled up by bidders and to be submitted along with their bids. In case bidder takes exception to any clause of the bidding document not covered under BEC/BRC, then the Company has the discretion to load or reject the offer on account of such exception if the bidder does not withdraw/modify the deviation when/as advised by Company.

The loading so done by the company will be final and binding on the bidders. No deviation will, however, be accepted in the clauses covered under BRC.

- 2.0 To ascertain the substantial responsiveness of the bids, Company reserves the right to ask the bidder for clarification in respect of clauses covered under BRC also and such clarification fulfilling the BRC clauses must be received on or before the deadline given by the company, failing which the offer will be summarily rejected.
- 3.0 If any of the clauses in the BRC contradicts with other clauses of bidding document elsewhere, then the clauses in the BRC shall prevail.
- 4.0 The originals of all documents furnished by bidder(s) as a self-attested copy shall have to be produced by bidder(s) to the Company as and when asked for.
- 5.0 The Company will not be responsible for delay, loss or non-receipt of applications for participating in the bid sent by courier and will not entertain any correspondence in this regard.
- 6.0 Non submission of the documents as specified in BRC above will result in rejection of bids.
- 7.0 OIL reserves the right to accept a higher bid and/or accept or reject any or all the bids at its sole discretion without assigning any reasons.
- 8.0 Any other point, which arises at the time of evaluation, shall be decided by the Company.

**III. Commercial:**

- 1.0 Bids are invited under Single Stage Two bid system on limited tendering basis.
- 2.0 Bidders must offer firm rates in Indian Rupees only. Rates quoted by the successful bidder must remain firm during the entire period of execution of the contract and not subject to variation on any account whatsoever. A bid submitted with an adjustable price quotation will be treated as non-responsive and rejected.
- 3.0 The system will not permit to submit any bids after the scheduled bid closing date and time.
- 4.0 Bids must be kept valid for a minimum period of 180 days from the date of scheduled bid closing. Bids with inadequate validity will be rejected.
- 5.0 Bidders must quote clearly and strictly in accordance with the Price Bid Format of the bidding document; otherwise the bid will be summarily rejected. If no charge is involved for any of the item, zero (0) should be mentioned against such part of work. However, such charges shall consider being included in the overall quoted price.

6.0 Bidder must accept and comply with the following clauses as given in the Bidding Document in toto; failing which offer will be rejected-

- Force Majeure clause
- Tax liabilities clause
- Arbitration clause
- Applicable Law
- Liquidated Damage clause

8.0 The Company also reserves the right to cancel/withdraw the Tender without assigning any reasons to the bidders, for which no compensation shall be paid to the bidder. The bidder must confirm their acceptance to this clause in their respective bids.

9.0 Original bid shall be digitally signed and uploaded by the bidder or his authorized representative, failing which the bid may be rejected.

10.0 Bidders should provide (self attested /attested) copy of Service Tax registration certificate and PAN Card.

[illegible]

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

**DESCRIPTION OF WORK/SERVICES:-**

Appointment of Direct Tax Consultant on Retainership Basis for a period of 03(Three) years.

.

**GENERAL CONDITIONS OF CONTRACT(GCC)**

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

**WITNESSETH:**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

7. The Contractor must complete the work within 156 weeks of the written order to commence work. During the currency of the job, the work progress must be commensurate with the time elapsed. In the event of any delay on the contractor's part, he/she will be liable to pay to the company liquidated damages at the rate of 1/2% (Half p.c ) per week of the contract price of the item(s) delayed in completion and the maximum value of the liquidated damage will be 7.5% of the contract price of the item(s) delayed provided the item(s) delayed are not critical for commissioning and final utilization of the work. If, however, the item(s) delayed in completion are critical for commissioning and final utilisation of the work then the contractor will be liable to pay liquidated damages by way of penalty at the rate of 1/2% (Half percent) per week of delay of the total contract cost subject to a maximum of 7.5% of total contract cost.

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

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

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

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

9. The tendered all-inclusive Price (the Contract price) is ₹ xxxxxxxx ( Rupees xxxxxxxx will be entered after awarding) but the Company shall pay the Contract or only for actual work done at the all inclusive rates set down in the Schedule of work part II of this Contract.

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

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

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

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

13. The Contractor will not be allowed to construct any structure (for storage / housing purpose) within any company's fenced area.

14. Subsequently Enacted Laws: Subsequent to the date of issue of letter of award if there is a change in or enactment of any law or interpretation of existing law, which results in additional cost/reduction in cost to Contractor on account of the operation under the Contract the Company/Contractor shall reimburse/pay Contractor / Company for such additional / reduced costs actually incurred.

15. All Statutory taxes levied by the Central and State Government or any other competent authority from time to time shall be on COMPANY'S account. However, liability for payment of such Taxes shall lie on the CONTRACTOR.

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

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

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

19. Special Conditions

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

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

**20. ARBITRATION:**

Any dispute under this contract will be settled through Arbitration as per Indian Arbitration and Conciliation Act, 1996.

Place of Arbitration: Duliajan

**21. FORCE MAJEURE:**

Force Majeure (exemption) Clause of the International Chamber of Commerce (ICC Publication No. 421) is hereby incorporated in this contract.

**22. I.B. VERIFICATION REPORT AND SECURITY REVIEW:**

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

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

**24. SET OFF CLAUSE:-**

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

**25. FURNISHING FRAUDULENT INFORMATION/DOCUMENT:**

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

**26. LIQUIDATED DAMAGES FOR DELAY IN MOBILISATION AND/ OR COMPLETION OF WORKS AND SERVICES**

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

27.2 Subcontracting: Contractor shall not subcontract or assign, in whole or in part, its obligations to perform under this contract, except with Company's prior written consent.

**28.0 LIABILITY:**

28.1 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 therefrom.

- 28.2 Neither Company nor its servants, agents, nominees, assignees, Contractors, sub-contractors 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 therefrom.
- 28.3 The Contractor hereby agrees to waive its right to recourse and further agrees to cause their underwriters to waive their right of subrogation against Company and/or its underwrites, servants, agents, nominees, assignees, Contractors and sub-contractors for loss or damage to the equipment of the Contractor and/or its sub-contractors when such loss or damage or liabilities arises out of or in connection with the performance of the contract.
- 28.4 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.
- 28.5 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 therefrom.
- 28.6 Neither Contractor nor its servants, agents, nominees, assignees, Contractors, sub-contractors shall have any liability or responsibility whatsoever to whomsoever or 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.
- 28.7 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.
- 28.8 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.
- 29.0 CONSEQUENTIAL DAMAGE: Neither party shall be liable to the other for special, indirect or consequential damages resulting from or arising out of the contract, including but without limitation, to loss or profit or business interruptions, howsoever caused and regardless of whether such loss or damage was caused by the negligence (either sole or concurrent) of either party, its employees, agents or sub-contractors.

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

SIGNED & DELIVERED FOR AND  
ON BEHALF OF

\_\_\_\_\_  
(Signature of Contractor or his legal Attorney)

by the hand of

(Full Name of Signatory)

\_\_\_\_\_  
its Partner/Legal Attorney

\_\_\_\_\_  
(Seal of Contractor's Firm)

And in presence of

\_\_\_\_\_  
(Signature of witness)

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

\_\_\_\_\_  
(Full Name of Signatory)

Address:

\_\_\_\_\_

\_\_\_\_\_  
(Signature of Acceptor)

SIGNED & DELIVERED FOR & ON  
BEHALF OF OIL INDIA LIMITED

Designation \_\_\_\_\_

Date\_\_\_\_\_

**Special Terms and Conditions of Contract:****1.0 SCOPE OF SERVICES**

Oil India Limited (OIL) intends to engage a direct tax Consultant ("Consultant") having relevant experience in advising on the various corporate domestic and international direct taxation issues arising from time to time. The Consultant is required to provide consultancy services as per the scope of work given below:

**A. Services of Regular Nature(PART-A):**

- I. Preparation and review of Income Tax provisions, Minimum Alternate Tax ("MAT"), Deferred Tax Assets / Deferred Tax Liability and Corporate Tax Return of OIL for each financial year, which would include, inter alia, review of admissibility of various deductions / allowances, any special considerations /issues arising out of OIL's operations, computation and admissibility of double taxation credits, tax sparing credits etc., adequate disclosure with respect to item of Tax provisions by way of notes to computation/otherwise (refer & discuss in short applicable case law, circular and/or notification in the notes to computation), internal consistency with various disclosures / computation notes, and all other matters that may be relevant with respect to the filing of the Corporate Tax Return of OIL as per the Income Tax Act, 1961 ("the Act") or any other law in force for the time being for income tax during the engagement period.
- II. Issue Accountant's Report in the prescribed form as per section 115JB (4) of the Act if MAT is applicable and its e-filing as per requirement of the Act applicable at the time of issuing of it. However, the consultant may arrange to issue Accountant's Report and e-file it from its eligible associates, if the consultant himself is not qualified to certify and e-file the Accountant's Report. However, any information in such Accountant Report has to be clarified by the consultant to the satisfaction of the issuer of Accountant Report and OIL. Accountant Report to be issued in soft copy (preferably scanned in pdf format) and hard copy – 3 sets and e-filing of such report on or before the statutory due-date of every year.
- III. Undertaking the year-end statutory Transfer Pricing study including identifying the transactions covered under transfer pricing legislation, functional and risk analysis, industry and market analysis, benchmarking and financial/ economic analysis, study /documentation to assist the Company in maintaining documentation required for compliance with statutory requirements, submit a Transfer Pricing Study Report on the same and issue an Accountant's Report ('AR') in the prescribed format as per tax laws, setting forth prescribed particulars and information to be filed with the tax authorities starting from AY 2015-16.
- IV. Issue Accountant's Report in the prescribed form as per section 92E of the Act and its e-filing as per requirement of the Act applicable at the

- time of issuing of it. However, consultant may arrange to issue Accountant's Report and e-file it from its eligible associates, if the consultant himself is not qualified to certify and e-filing of the Accountant's Report. . However, any information in such Accountant Report has to be clarified by the consultant to the satisfaction of the issuer of Accountant Report and OIL. Audit Report to be issued in soft copy (preferably scanned in pdf format) and hard copy – 3 sets and e-filing of such report on or before the statutory due-date of every year.
- V. In any financial year, if a Revised tax return is filed by OIL then review of such revised return by the consultant would include, inter alia, the review of computation of tax, admissibility of various deductions / allowances, any special considerations /issues arising out of OIL operations, computation and admissibility of double taxation credits, tax sparing credits etc., adequate disclosure with respect to positions taken by OIL by way of notes to computation/ otherwise, internal consistency with various disclosures / computation notes, treatment of Minimum Alternate Tax, if applicable, DTA/DTL computation and all other matters that may be relevant with respect to the filing of the Revised Corporate Tax Return of OIL.
- VI. Review of computation of Advance Income Tax installment and suggestion for alteration of parameters for estimation of annual PBT and any improvement in the process.

**B. Services on Call Out Basis(PART-B):**

- I. Drafting of Grounds of Appeal and Statement of Facts to be filed with Dispute Resolution Panel/Commissioner of Income-tax (Appeals) / Income Tax Appellate Tribunal and other appellate authorities in OIL's appeal proceedings against assessment orders (including penalty orders, if any) passed by the assessing officer and other appellate authorities.
- II. Assistance/guidance to OIL in connection with the drafting of submissions to the tax authorities regarding assessment, penalty, revision, review, re-assessment, rectification, stay of demand, review of orders / notice, Transfer Pricing Proceedings and withholding of tax.
- III. Assisting OIL in assessing its tax positions and advising on various efficient options available, including as and when required, drafting applications for amendment of section 42 agreements with the central government etc.
- IV. Outbound Consultancy Services:
- a. Advising on tax & tax related accounting aspects/ issues related to the current operations of OIL in the relevant countries from time to time. This would involve advice on domestic as well as cross-border payments, including analysis of availability of tax treaty relief, etc. The Consultant will cover all domestic as well as international tax and related provisions.

- b. Advising on tax implications of existing / proposed transactions and identify structuring options to minimize total tax liability, if any.
  - 1. Assistance in examining the tax deductibility for acquisition cost and cost for funding future operation from an India and operating jurisdiction standpoint;
  - 2. Assistance in obtaining rulings/specific clarifications from revenue authorities in Intermediary Holding Company (“IHC”)/operating jurisdictions;
  - 3. Providing comments on the requirements to be met in accordance with the participating exemption benefits, holding company regulations and other such exemption provisions / benefits embedded under the tax law of IHC/operating jurisdictions;
  - 4. Advising on the issues relating to tax residency considerations and substance requirements required to be met in the respective IHC jurisdiction;
  - 5. Highlighting / Examining any other domestic tax & regulatory issues that may hamper the implementation of the existing structure/proposed structures;
  - 6. Necessary safeguards required to be undertaken with an objective of protection of treaty benefits.
- c. Suggesting and analyzing alternate capital structures for future funding needs in specified countries with an objective to achieve tax efficiency by specifically focusing on the below aspects;
  - 1. Choice of Funding instruments viz. equity, preference, convertible debentures etc. for investment;
  - 2. Repatriation options for transferring surplus profits of the operating entities/IHC;
  - 3. Analyzing deductibility of interest cost and other debt related charges; and
  - 4. Providing comments on thin capitalization requirements;
- d. Analyze and suggest alternate models/arrangements with a view to mitigate all associated tax risks

1. Analyze any permanent establishment ('PE') implication in the operating jurisdiction arising out of secondment. Analyze the nature of activities / operations undertaken by the employees of OIL sent as seconded executives for the subject Project, period of their stay thereof and other related issues for the attached consequences; and
  2. Review of secondment agreement for the secondment of expatriate employees to other countries considering the following but not limited to:
    - a. Personal Tax
    - b. Corporate Tax
    - c. Transfer Pricing
    - d. Indirect Tax
    - e. Exchange Control
    - f. Social Security
  - e. Providing comments on transfer pricing, CFC and other anti avoidance provisions, other legal and regulatory restrictions / changes in relation to above aspects;
  - f. Advising on relevant FEMA and RBI rules i.e. outlining Indian exchange control aspects impacting foreign investments outside India under each existing structure / structure conceptualized.
  - g. Advising on any other matter relating to overseas acquisition / operations not covered above.
- V. Any other matter relating to Domestic and International Direct Tax, as may be required from time to time.

**C. Representation Services(PART-C):**

- I. Representing the company (including submitting written representations, wherever required) before Assessing Officer or various appellate authorities (through suitable counsels, where required). Such assignment will be taken up on request of the company's authorized officials. Any written submission before the authority would be vetted by the company's authorized officials.

**2.0 PAYMENT TERM**

**2.1 PAYMENT, MANNER OF PAYMENT, RATES OF PAYMENT & INVOICING PROCEDURE:**

- (A) Company shall pay to the Consultant, during the term of the contract, the amount due 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 this contract. All payments will be made in accordance with the terms herein after described.

(B) Total of Professional fees as quoted plus the Service Tax thereon at actual rate, payable to the Consultant for three years shall be Rs##### /- (Rupees ##### only), which shall be the total Contract Value under this Agreement. (Please do not quote any rate here)

(C) The payment against the invoices raised by the Consultant will be made on the following basis:

- a) The invoice against **Part-A of SCC** for regular services may be raised after acceptance of the final work/report by the company's authorized officials.
- b) The budgeted hour against **Part-B of SCC** for Call-out services will be agreed between the advisor and the company's authorized officials for each assignment. The invoice for the same will be raised after acceptance of the final work/report by the company's authorized officials.
- c) The invoice against **Part-C of SCC** for Representative services will be raised after submission of the report of hearing and acceptance of the same by the company's authorized officials.
- d) Payment as per above term will be made within 30 Days from the date of receipt of the invoice.
- e) In case the Consultants are required to travel from his usual city of business on request of the Company, the Company will provide or will reimburse travel by air at Business Class for Principal / Senior Level consultant and apex fare in economy class for Middle Level/ Junior Level consultant at actual. In case of non-availability of air route, transportation by alternate mode will be arranged.
- f) The boarding & lodging including food, to the extent the facilities are available at the Company's guest houses or nearby area and the local transport for outstation visit only shall be arranged & provided by Company at its cost.

**2.2 MANNER OF PAYMENT:**

- (A) All payments due to Consultant shall be made by the Company at Consultant designated bank. All bank charges will be to Consultant account. To enable the Company to arrange e-remittance, the **Annexure-I** (Proforma & Annexures) must be filled up/submitted by the bidder along with their bid.
- (B) 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 Consultant written notice of objection to any item or items the validity of which Company questions.
- (C) Consultant shall submit 2(two) sets of all invoices to Company duly superscribed 'Original' and 'copy' as applicable for processing of payment. Such invoice should also contain the PAN No and Service Tax Registration No of the Consultant.
- (D) Consultant shall submit invoices to Company along with requisite supporting documents for reimbursement of expenditure as per timeline given under 2.1C).
- (E) Payment of invoices, if undisputed, shall be made within 30 days following the date of receipt of invoice by Company after deduction of tax at source as per applicable laws.
- (F) Company shall within 21 days of receipt of the invoice notify Consultant of any item under dispute, specifying the reasons thereof, in which event, the payment of the disputed amount may be withheld until settlement of the dispute, but payment shall be made of any undisputed portion. This will not prejudice the Company's right to question the validity of the payment at a later date as envisaged in sub-clause 2.2(B) above.
- (G) The acceptance by Consultant of part payment on any billing not paid on or before the due date shall not be deemed a waiver of Consultant's rights in respect of any other billing, the payment of which may then or thereafter be due.

&&&&&&& END OF SCC &&&&&&&



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

*Appointment of Direct Tax Consultant on Retainership Basis for a period of 03(Three) years.*

Part-II Schedule of Work, Unit and Quantity (\*Please do not quote any rate here under SOQ)

Item No	Description of Services	UOM	Quantity	* Rate(Rs)	*TOTAL(Rs)
<b>(A) Regular Scope of Work</b>					
10	A.I: Preparation and Review of ITR & Com(Item A.I of Scope of Work)	NO	3		
20	A.II: Accountants Report on MAT & e-Filing(Item A.II of Scope of Work)	NO	3		
30	A.III: Transfer Pricing Study and other(Item A.III of Scope of Work)	NO	3		
40	A.IV: Transfer Pricing Accountants Report(Item A.IV of Scope of Work)	NO	3		
50	A.V: Review of Revised tax return(Item A.V of Scope of Work)	NO	3		
60	A.VI: Review of comput of Advance Tax(Item A.VI of Scope of Work)	NO	12		
	Total for (A) Regular Scope of Work				
<b>(B) Call-out Scope of Work</b>					
70	B.I: Principal Consultant	HR	200		
80	B.II: Senior Level Consultant	HR	500		
90	B.III: Middle Level Consultant	HR	400		
100	B.IV: Junior Level Consultant	HR	400		
	Total for(B) Call-out Scope of Work				
<b>(C) Representation Scope of Work</b>					
110	C.I: Senior Counsel	NO	10		
120	C.II: Middle level Counsel	NO	10		
130	C.III: Junior level Counsel	NO	10		
	Total for (C) Representation Scope of Work				
GRAND TOTAL(A+B+C)					

**\*\*Please refer financial proposal below and SCC of this IFB for details:**

**\*\*Financial Proposal: (PLEASE DO NOT QUOTE ANY RATE HERE)****Rates for (A) Regular Scope of Work**

Particulars	Quoted Lump-sum annual(₹)	No of Units for Evaluation only	Amount for Evaluation(₹)
(i)	(ii)	(iii)	(iv)= (ii)*(iii)
Item A.I of Scope of Work		3	
Item A.II of Scope of Work		3	
Item A.III of Scope of Work		3	
Item A.IV of Scope of Work		3	
Item A.V of Scope of Work		3	
Item A.VI of Scope of Work		12	
Total for (A) Regular Scope of Work			

**Rates for (B) Call-out Scope of Work**

Particulars	Quoted Hourly rates (₹)	No. of Hours for Evaluation only	Amount for Evaluation (₹)
(i)	(ii)	(iii)	(iv)= (ii)*(iii)
Principal Consultant		200	
Senior level Consultant		500	
Middle level Consultant		400	
Junior level Consultant		400	
Total for (B) Call-out Scope of Work			

**Rates for (C) Representation Scope of Work**

Particulars	Quoted Per Hearing(₹)	No .of Hearing for Evaluation	Amount for Evaluation(₹)
(i)	(ii)	(iii)	(iv)= (ii)*(iii)
Senior level Counsel		10	
Middle level Counsel		10	
Junior level Counsel		10	
Total for (C) Call-out Scope of Work			
<b>Grand Total for Regular, Call-Out &amp; Representation Scope of Work for evaluation</b> <b>Total(A)+(B)+(C)</b>			<b>₹</b>

**Note:**

NOTE
1. Bidders are requested to quote exclusive of Service Tax. Service Tax, if applicable shall be to the Company's Account. However, Service Tax portion payable directly by the Service provider (if applicable) shall be reimbursed to the Contractor on the basis of the documentary evidence.
2. Bidder must include all liabilities including statutory liabilities in their quoted rates except Service Tax.
3. Bidders are required to quote financial proposal/fee structure strictly as sought above
4. The above rates are inclusive of all out-of-pocket expenses. No out-of-pocket expenses shall be paid in addition
5. Inter-se-ranking for commercial evaluation of bid will be done on Grand Total value of "Part A, Part B and Part C" in above table.
6. All other taxes are to be borne by the Consultant. TDS as applicable shall be deducted and certificate as required by the Income-tax Act 1961 shall be issued
7. The above quoted lump-sum fee/hourly rates/representation rate are fixed and firm for the entire tenure of the contract and shall be binding on both the parties. No changes in these rates shall be allowed under any circumstances during the tenure of this service agreement.
8. In case the Consultant is required to travel from his usual city of business on request of the Company, the Company will provide tickets or will reimburse travel expenses and also arrange for boarding and lodging as given in clause 2.1 (C). (e) and 2.1 (C).(f) of SCC respectively

&&&&&&& END of SOQ &&&&&&&

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

Schedule of company's Plants, Materials and Equipments :SCPME:  
PART-IV

Not Applicable

TO,  
**HEAD-CONTRACT**  
**OIL INDIA LIMITED**  
**DULIAJAN-786602**

**SUB: SAFETY MEASURES**

**Description of work/service:**

Appointment of Direct Tax Consultant on Retainership Basis for a period of 03(Three) years.

Sir,

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

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

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

i) \_\_\_\_\_

ii) \_\_\_\_\_

iii) \_\_\_\_\_

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

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

d) We hereby accept the responsibility for the safety of all the personnel engaged by us and for the safety of the Company's personnel and property involved during the course of our working under this contract. Any violation pointed out by the Company's engineers would be rectified forthwith or the work suspended till such time the rectification is completed by us and all expenditure towards this would be on our account.

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

(Seal)

Yours Faithfully

Date \_\_\_\_\_

M/s \_\_\_\_\_

FOR & ON BEHALF OF BIDDER

## **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/sfor

**Appointment of Direct Tax Consultant on Retainership Basis for a period of 03(Three) years.**

**(IFB No. CDI6358L15)**

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

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

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

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

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

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

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

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

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

If the Bidder, before contract award has committed a transgression through a violation of Section 2 or in any other form such as to put his reliability or 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 of all Bidders/Contractor/Subcontractors**

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



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

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

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

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

### Section 9 - Pact Duration

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

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

### Section 10 - Other provisions

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

-----  
For the Principal

-----  
For the Bidder/Contractor

Place: Duliajan.

Witness 1: .....

Date:

Witness 2: .....

**PROFORMA - I**  
**BID FORM**

To  
THE HEAD (CONTRACTS)  
OIL INDIA LIMITED  
(A Govt. of India Enterprise)  
P.O. DULIAJAN  
DIST. DIBRUGARH  
ASSAM # 786 602

Sub: IFB No. : CDI6358L15

Dear Sir,

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 \_\_\_\_ (No Price to be Stated) \_\_\_\_ (Total Bid Amount in words and figures) stated below or such other sums as may be ascertained in accordance with the Price Bid Form 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 Company's LOA.

We agree to abide by this Bid for a period of 180 days from the date fixed for Bid opening and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

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

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

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2015.

Signature and seal of the Bidder : \_\_\_\_\_

(In the capacity of) : \_\_\_\_\_

Name of Bidder : \_\_\_\_\_

\*\*\*\*\*

**PROFORMA - II**  
LETTER OF AUTHORITY

To,  
THE HEAD (CONTRACTS)  
OIL INDIA LIMITED  
(A Govt. of India Enterprise)  
P.O. DULIAJAN  
DIST. DIBRUGARH  
ASSAM # 786 602

Sir,

Sub: IFB No. CDI6358L15

We \_\_\_\_\_ confirm that Mr. \_\_\_\_\_ (Name and address) as authorized to represent us to Bid, negotiate and conclude the agreement on our behalf with you against Invitation No.: \_\_\_\_\_ for "Appointment of Direct Tax Consultant on Retainership Basis for a period of 03(Three) years"

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

Yours Faithfully,

Signature : \_\_\_\_\_  
Name : \_\_\_\_\_  
Designation : \_\_\_\_\_  
For & on behalf of: \_\_\_\_\_

Note : This letter of authority shall be on printed letter head of the Bidder and shall be signed by a competent person to bind such Bidder.

.....

**PROFORMA - III****STATEMENT OF NON-COMPLIANCE****(Only exceptions/deviations to be rendered)**

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

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

**Authorised Person's Signature:** \_\_\_\_\_**Name:** \_\_\_\_\_**Designation:** \_\_\_\_\_**Seal 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 indicated as per above format and submit along with their bids. If the “**Statement of Non-Compliance**” in the above Proforma is left blank (or not submitted along with the technical bid), then it would be construed that the bidder has not taken any exception/deviation to the tender requirements.

\*\*\*\*\*

