



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

Website: www.oil-india.com

FAX: (91)374-2803549

IFB NO. CDI6877L16

**(Appointment of Consultant for Accounting Services for
implementation of Ind-AS and ICDS.)**

**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 Consultant for Accounting Services for implementation of Ind-AS and ICDS

IFB NO: CDI 6877L16

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

LOCATION: OIL INDIA LIMITED (ALL SPHERES)

CONTRACT PERIOD: 2 Years and 6 months from the effective date of the contract as given in Letter of Award.

BID CLOSING/ OPENING DATE & TIME: 30.04.2015 (11:00HRS/14:00 Hrs)

Pre-bid conference : 20.04.2015 at 10:30 Hrs

Last Date of receipt of Pre-Bid: Queries 18.04.2015 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 20.04.2015** 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 18.04.2015 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)

Part-VI 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. 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:

1. SHRI RAGHAW SHARAN PANDEY, IAS (Retd.),
E-Mail ID: rspandey_99@yahoo.com
2. SHRI RAJIV MATHUR, IPS (Retd.),
E-Mail ID: rajivmathur23@gmail.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.

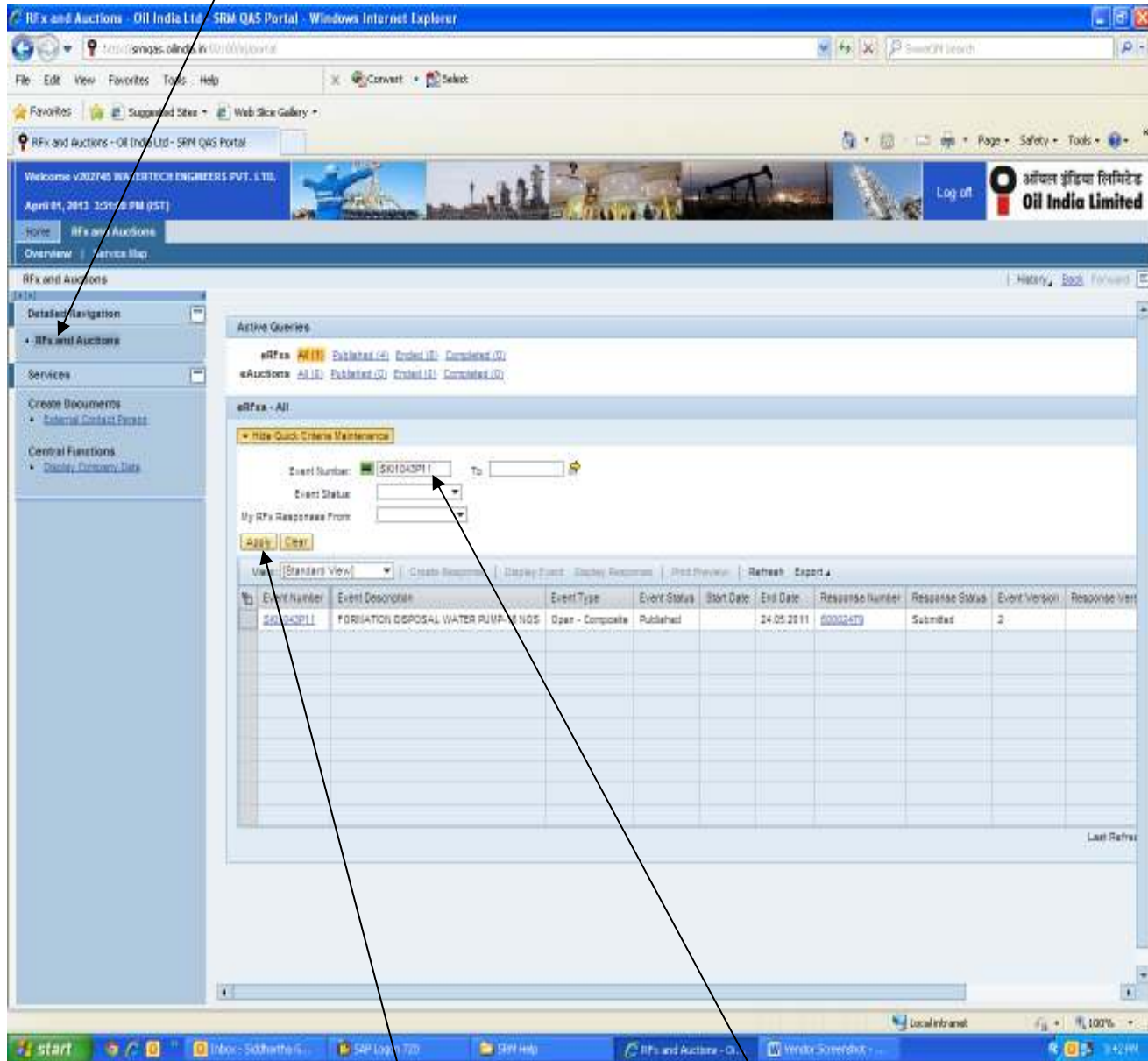
18.0 The tender is invited under SINGLE STAGE 2- BID SYSTEM. The bidder has to submit the “Un-Priced Techno-Commercial” and “Price-Bid” through electronic form in the OIL’s e-Tender portal within the Bid Closing Date and Time stipulated in the e-Tender portal. **The Technical Bid is to be submitted as 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/DEEMED EXPORT

Bank Guarantee: APPLICABLE @18% OF ODR VAL

Integrity Pact: 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 (**Part-VI**)-**Applicable for this IFB**
- 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:	<input type="radio"/> Yes <input checked="" type="radio"/> No	yes
HAVE YOU SUBMITTED THE ORIGINAL BID BOND:	<input type="radio"/> Yes <input checked="" type="radio"/> No	yes
INDICATED IAC IS INCLUDED IN THE FOR PRICE:	<input type="radio"/> Yes <input checked="" type="radio"/> No	yes
FROM OCEAN FREIGHT: <input type="radio"/> Yes <input checked="" type="radio"/> No	<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	<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	<input type="radio"/> Yes <input checked="" type="radio"/> No	yes
HAVE YOU INDICATED HANDLING CHARGE FOR RAIL DESPATCH:	<input type="radio"/> Yes <input checked="" type="radio"/> No	yes
HANDLING CHARGE INCASE OF INDIAN BIDDER: 2000	<input type="radio"/> Yes <input checked="" type="radio"/> No	yes
HAVE YOU SUBMITTED THE SAMPLE:	<input type="radio"/> Yes <input checked="" type="radio"/> No	yes
HAVE YOU ATTACHED PRICE SCHEDULE AS PER THE BIC (COMMERCIAL): <input type="radio"/> Yes <input checked="" type="radio"/> No	<input type="radio"/> Yes <input checked="" type="radio"/> No	yes
HAVE YOU QUOTED THE PRICES WITH ALL LIABILITIES INCLUDING STATUTORY LIABILITIES: <input type="radio"/> Yes <input checked="" type="radio"/> No	<input type="radio"/> Yes <input checked="" type="radio"/> No	yes

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

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 | **Notes and Attachments** | Summary | Tracking

Notes

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

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

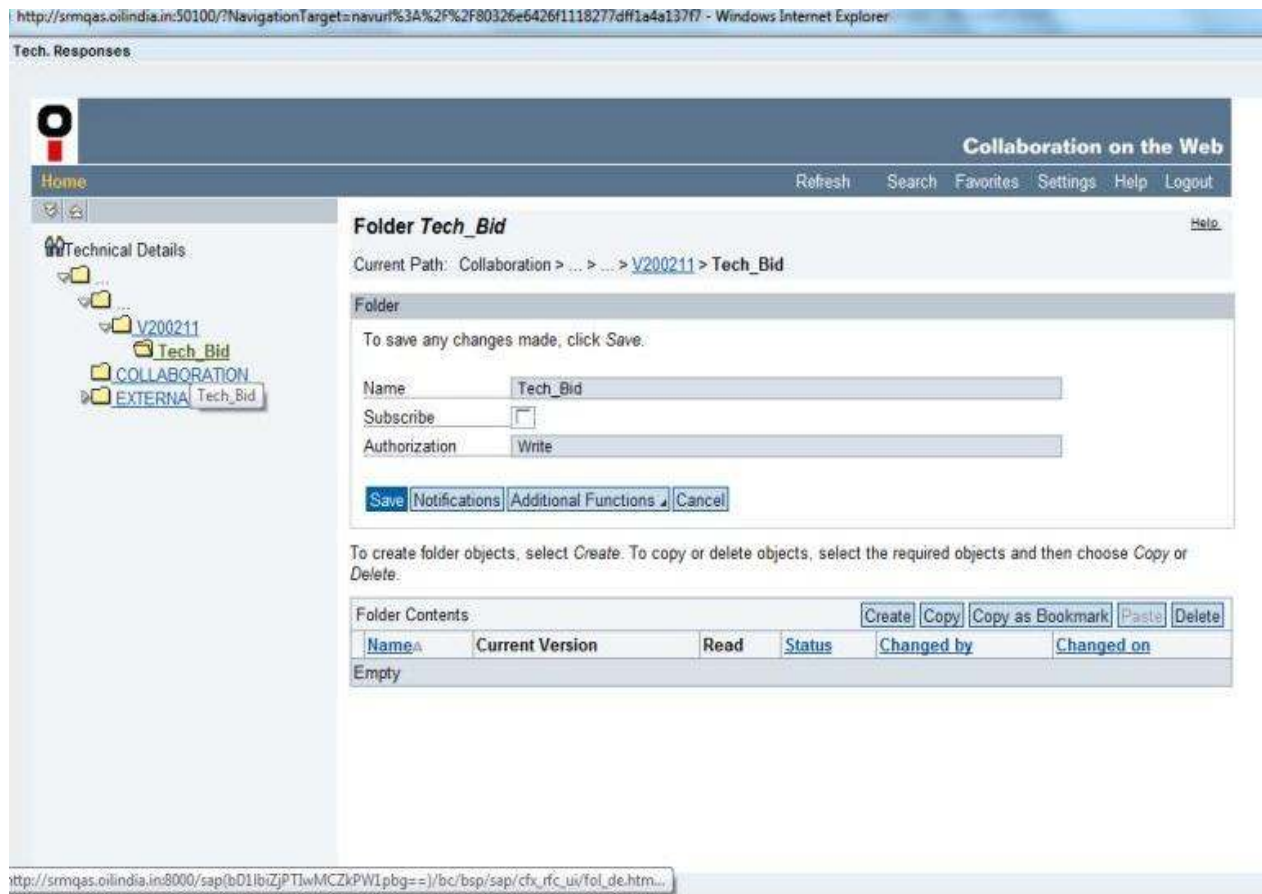
1 2

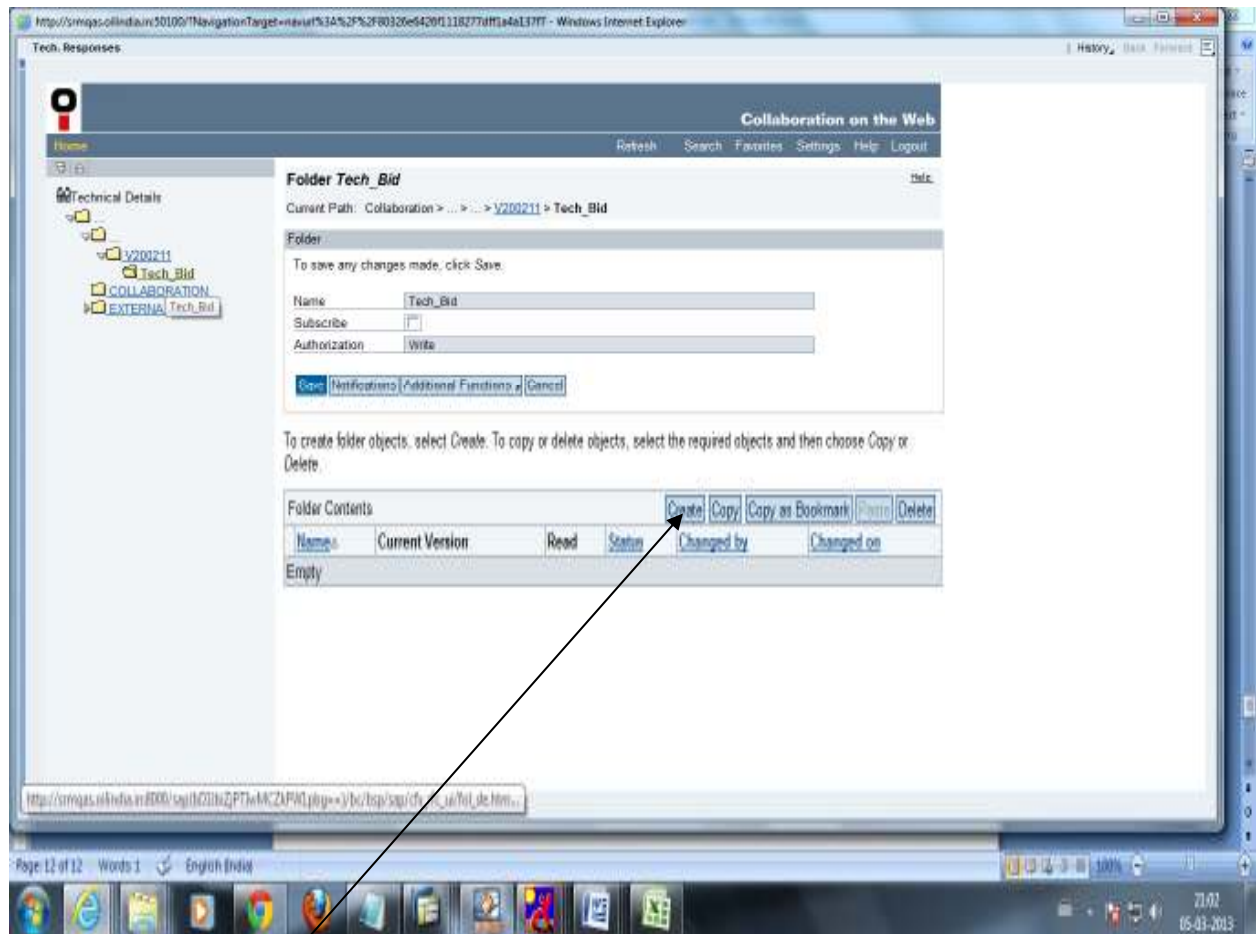
Price Bid Format to be attached here after digitally signing the attachment

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)





Click on button **Create** to create and upload new document.

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.

8.0 DOCUMENTS ESTABLISHING BIDDER'S ELIGIBILITY AND QUALIFICATIONS:

8.1 These are as per BEC/BRC

9.0 PERIOD OF VALIDITY OF BIDS:

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: NIL

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

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

The bid shall conform 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, if applicable, will summarily be rejected.

1.2 Bidder shall have to quote for all items as specified in Part II-SOQ. Part offer will be considered as non-responsive and rejected.

1.3 Team Composition:

1.3.1 The bidder shall submit bio-data of the team members proposed to work on this project which will be approved by the company. Any subsequent change in composition of the team by the successful bidder needs a prior approval from the company. The company at its discretion may request for a change in the team member(s).

1.3.2 The bidder shall depute a team of at least 3 professionally qualified and experienced members.

1.3.3 The Team leader should be at least of Senior Manager level or equivalent and other team members should have a minimum experience of 5 years in area of Accounting/Accounting Standards/IFRS.

1.3.4 For Part B Scope of Services related to ICDS, a tax expert with at least 5 years of relevant experience should be in the team.

1.3.5 All final reports should be vetted by the partner.

1.4 Bidder's to provide their address in Delhi/NCR including Tel. no/Fax no and contact/nodal person's mobile no and e-mail ID.

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

1.6 Liability of successful bidder will be limited to 50% of Annualised value of the contract awarded.

1.7 The bidders are required to submit the following:

(i) Details of team members, who will work on the assignment, along with their bio data and certifying their relevant experiences.

(ii) Copy of PAN Card and Service Tax Registration.

(iii) Undertaking that all the report on work done by the team will be vetted by the Partner of the Consultancy Firm.

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 of the Contract as per **Price Bidding Format** in Part II - SOQ of the tender.

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

4.0 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 Non submission of the documents as specified in BRC above will result in rejection of bids.

6.0 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.

7.0 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-

- a. Force Majeure clause
- b. Tax liabilities clause
- c. Arbitration clause
- d. Applicable Law
- e. 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) copy of Service Tax registration certificate and PAN Card.

*****ENDE of BRC-BEC*****

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

DESCRIPTION OF WORK/SERVICES:-

Appointment of Consultant for Accounting Services for implementation of Ind-AS and ICDS.

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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 **130 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:**SCOPE OF SERVICES (SOS) :**

Ministry of Corporate Affairs (MCA) of Govt. of India, vide notification dated 16th February, 2015 has issued The Companies (Indian Accounting Standards) Rules, 2015 to be effective from 1st April 2015. Criteria set by rule 3 and rule 4 of the said rules casts an obligation upon Oil India Limited (OIL) including its subsidiaries, associates and joint ventures for preparation and audit of the financial statements in full compliance with the notified Indian Accounting Standards (Ind AS). Effective date of transition to notified Ind AS for OIL will be 1st of April, 2015.

Since the transition to Ind AS is effective from 01.04.2015, The Company needs assistance from an experienced and competent consultant in preparation of opening financial statements on 01.04.2015 immediately after closing of accounts for the financial year ending on 31st March, 2015. Further, CBDT has notified "Income Computation and Disclosure Standards" vide Notification 33/2015 Dated 31.03.2015. Considering these, the company has listed the scope of work under this assignment to ensure smooth transition to the newly notified standards with all amendments applicable for the Financial Statements covered under this contract:

A. Ind-AS Compliance for standalone and consolidated financial statements:**Phase 1: Impact Assessment & Reports, Template Formulation and Training:**

I. Identification of items in the Financial Statements as on 31st March, 2015 which will be impacted on implementation of Ind AS.

II. Identification of items which are to be newly introduced as per Ind AS not reported in Financial Statements as on 31st March 2015.

III. Ind AS 101: Evaluate and recommend various accounting policies, choices and exemptions.

IV. Prepare an Ind-AS impact assessment report including all subsidiaries, associates and joint ventures*

V. Preparation of templates to capture the required information for preparing OIL's financial statements including the subsidiaries, associates and joint venture.*

VI. Preparation of opening standalone and consolidated balance sheets as at April 1, 2015.

VII. SAP ERP Compatibility **

VIII. 5 days training programme for comprehensive training to OIL's Team on Ind-AS.

Phase 2: Assistance in preparation of Quarterly and Annual Financial Statements:

Stage "a": For FY 2015-16

I. Preparation of standalone financial statements for the periods ending June 30, 2015, September 30, 2015 and December 31, 2015

II. Preparation of standalone and consolidated annual financial statements for the year ending March 31, 2016

III. SAP ERP Compatibility **

IV. 2 days training programme for comprehensive training to OIL's Team on Ind-AS.

Stage "b": For FY 2016-17

I. Assist in preparing standalone financial statements for the periods ending June 30, 2016, September 30, 2016 and December 31, 2016 along with their comparatives

II. Assist in preparing standalone and consolidated annual financial statements for the year ending March 31, 2017 along with comparatives

III. SAP ERP Compatibility**

IV. 2 days training programme for comprehensive training to OIL's Team on Ind-AS.

B. Income Computation and Disclosure Standards (ICDS) Compliance:

Phase-1: For FY 2015-16 (ICDS with I-GAAP)

I. 2 days training programme for comprehensive training to OIL's Team on ICDS and comparison with I-GAAP and Ind-AS.

II. Preliminary working for ICDS reports will be based on Annual Financial Statements of FY 2014-15 for:

a. Identification of Transactions not consistent with I-GAAP.

b. Reporting of ICDS requirement in the Financial Statement to the extent consistent with I-GAAP.

c. Record keeping and capturing of information for compliance with ICDS

III. Final working for ICDS reports will be based on Interim Financial Statements and Annual Financial Statements of FY 2015-16 for:

- a. Identification of Transactions not consistent with I-GAAP.
- b. Reporting of ICDS requirement in the Financial Statement to the extent consistent with I-GAAP.
- c. Record keeping and capturing of information for compliance with ICDS

IV. Determination of Annual Profits for FY 2015-16 as per ICDS compliance

V. SAP ERP Compatibility **

Phase-2: For FY 2016-17 (ICDS with Ind AS)

I. Final working for ICDS reports will be based on Interim Financial Statements and Annual Financial Statements of FY 2016-17 and on Annual Financial Statements of FY 2015-16 for:

- a. Identification of Transactions not consistent with Ind AS.
- b. Reporting of ICDS requirement in the Financial Statement to the extent consistent with Ind AS.
- c. Record keeping and capturing of information for compliance with ICDS

II. Determination of Annual Profits for FY 2016-17 as per ICDS compliance

III. SAP ERP Compatibility **

***Note 1:** For details of Subsidiaries, Associates and Joint Venture, please refer to Financial Statement for the year ended 31.03.2015 and also refer to quarterly financials for the FY 2015-16 from our website www.oil-india.com.

****Note 2:** SAP ERP Compatibility: A report containing the changes to be made in the SAP to capture information to make it Ind-AS and ICDS compliant to be given.

PAYMENT TERMS

12. DELIVERABLES, TIMELINE, PAYMENT TERM & INVOICING PROCEDURE:

12.1 Deliverables: As per SCC

12.2 Timeline and Payment Term:

(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 hereinafter described.

(B) Total of Professional fees as quoted plus the Service Tax thereon at actual rate, payable to the Consultant for two years shall be Rs##### /- (Rupees ##### only), which shall be the total Contract Value under this Agreement.

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

- a) The invoice against **Phase 1 of Part-A of SCC** for Impact Assessment & Reports, Template Formulation and Training may be raised as tabled below:

Sl. No.	Stages	Timeline (Days)	Payment term
i	Detail Road Map of Part A (Start to End) of Execution of Service.	Within 2 weeks from the effective date of contract mentioned in LOA	
ii	Discussion on Road Map and mutual agreement of timeline	Within 1 week of receipt of Road Map	20% of Total Cost of Phase 1 Fee
iii	Submission of draft standalone and consolidated Opening Balance Sheet as on 01.04.2015	Within 2 Months from the date of discussion of the Road Map	20% of Total Cost of Phase 1 Fee
iv	Discussion on Draft standalone and consolidated Opening Balance Sheet as on 01.04.2015 & submission of final opening balance sheet as on 01.04.2015	Within 1 Month from the date of discussion on the Draft Report	
v	5 Days Training	Within 1 Month from the date of discussion on the Draft Report	20% of Total Cost of Phase 1 Fee
vi	Submission of report duly signed by the Partner containing the deliverables given	Within 1 week from the date of discussion on the final report	40% of Total Cost of Phase 1 Fee

	under scope of services.		
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b) The invoice against **Stage "a" of Phase 2 of Part-A of SCC** for Assistance in preparation of Quarterly and Annual Financial Statements for FY 2015-16 may be raised as tabled below:

Sl. No.	Stages	Timeline (Days)	Payment term
i	On completion of standalone and consolidated quarterly financial statements ending 30.06.2015	As per mutually agreed timeline	15% of Total Cost of stage "a" of Phase 2 Fee
ii	On completion of standalone and consolidated quarterly financial statements ending 30.09.2015	As per mutually agreed timeline	15% of Total Cost of stage "a" of Phase 2 Fee
iii	On completion of standalone and consolidated quarterly financial statements ending 31.12.2015	As per mutually agreed timeline	15% of Total Cost of stage "a" of Phase 2 Fee
iv	On completion of standalone and consolidated Annual financial statements ending 31.03.2016	As per mutually agreed timeline	35% of Total Cost of stage "a" of Phase 2 Fee
v	SAP ERP Compatibility Report	To be submitted with each quarter closing and a consolidated SAP ERP compatibility report after Annual Accounts of FY 2015-16.	
v	2 Days Training	Within 15 Days from the date of completion of Annual Financial Statements.	
vi	Submission of a annual report duly signed by the Partner on the observation under this stage and suggestion on way forward.	Within 15 Days from the date of completion of Annual Financial Statements.	20% of Total Cost of stage "a" of Phase 2 Fee

c) The invoice against **Stage “b” of Phase 2 of Part-A of SCC** for Assistance in preparation of Quarterly and Annual Financial Statements for FY 2016-17 may be raised as tabled below:

Sl. No.	Stages	Timeline (Days)	Payment term
i	On completion of standalone and consolidated quarterly financial statements ending 30.06.2016 along with comparatives.	As per mutually agreed timeline	15% of Total Cost of stage “b” of Phase 2 Fee
ii	On completion of standalone and consolidated quarterly financial statements ending 30.09.2016 along with comparatives.	As per mutually agreed timeline	15% of Total Cost of stage “b” of Phase 2 Fee
iii	On completion of standalone and consolidated quarterly financial statements ending 31.12.2016 along with comparatives.	As per mutually agreed timeline	15% of Total Cost of stage “b” of Phase 2 Fee
iv	On completion of standalone and consolidated Annual financial statements ending 31.03.2017 along with comparatives.	As per mutually agreed timeline	35% of Total Cost of stage “b” of Phase 2 Fee
v	SAP ERP Compatibility Report	To be submitted with each quarter closing and a consolidated SAP ERP compatibility report after Annual Accounts of FY 2015-16.	
v	2 Days Training	Within 15 Days from the date of completion of Annual Financial Statements.	
vi	Submission of an annual report duly signed by the Partner on the observation under this stage and suggestion on way forward.	Within 15 Days from the date of completion of Annual Financial Statements.	20% of Total Cost of stage “b” of Phase 2 Fee

d) The invoice against **Phase 1 of Part-B of SCC** for ICDS compliance may be raised as tabled below:

Sl. No.	Stages	Timeline (Days)	Payment term
i	Detail Road Map of Part A (Start to End) of Execution of Service.	Within 2 weeks from the effective date of contract mentioned in LOA	
ii	Discussion on Road Map and mutual agreement of timeline	Within 1 week of receipt of Road Map	
iii	2 Days Training	Within 1 Month from the effective date of contract mentioned in LOA	
iv	Preliminary Reports based on FY 2014-15	Within 2 Month from the effective date of contract mentioned in LOA	40% of Total Cost of Phase 1 of Part B Fee
v	Final Reports on 1 st Interim Financial Report ending 30.06.2015.	As per mutually agreed timeline	10% of Total Cost of Phase 1 of Part B Fee
vi	Final Reports on 2 nd Interim Financial Report ending 30.09.2015.	As per mutually agreed timeline	10% of Total Cost of Phase 1 of Part B Fee
vii	Final Reports on 3 rd Interim Financial Report ending 31.12.2015.	As per mutually agreed timeline	10% of Total Cost of Phase 1 of Part B Fee
viii	Final Reports on Annual Financial Statement ending 31.03.2016 and the Profit Computation as per ICDS.	As per mutually agreed timeline	20% of Total Cost of Phase 1 of Part B Fee
ix	Submission of an annual report duly signed by the Partner on the observation under this stage and suggestion on way forward.	Within 15 Days from the date of completion of Phase 1 of Part B.	10% of Total Cost of Phase 1 of Part B Fee

e) The invoice against **Phase 2 of Part-B of SCC** for ICDS compliance may be raised as tabled below:

Sl. No.	Stages	Timeline (Days)	Payment term
i	Final Reports on Annual Financial Statement (as per Ind AS) ending 31.03.2016	As per mutually agreed timeline	20% of Total Cost of Phase 2 of Part B Fee

	and the Profit Computation as per ICDS.		
ii	Final Reports on 1 st Interim Financial Report ending 30.06.2016.	As per mutually agreed timeline	15% of Total Cost of Phase 2 of Part B Fee
iii	Final Reports on 2 nd Interim Financial Report ending 30.09.2016.	As per mutually agreed timeline	15% of Total Cost of Phase 2 of Part B Fee
iv	Final Reports on 3 rd Interim Financial Report ending 31.12.2016.	As per mutually agreed timeline	15% of Total Cost of Phase 2 of Part B Fee
v	Final Reports on Annual Financial Statement ending 31.03.2017 and the Profit Computation as per ICDS.	As per mutually agreed timeline	25% of Total Cost of Phase 2 of Part B Fee
vi	Submission of an annual report duly signed by the Partner on the observation under this stage and suggestion on way forward.	Within 15 Days from the date of completion of Phase 2 of Part B.	10% of Total Cost of Phase 2 of Part B Fee

f) Payment as per above term will be made within 30 Days from the date of receipt of the invoice.

g) In case the Consultants are required to travel out from Delhi/NCR on request of the Company, the Company will provide or will reimburse travel by air at apex fare in economy class at actual. In case of non-availability of air route, transportation by alternate mode will be arranged.

h) 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.

12.3 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 Appendix-I 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 address duly super scribed '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 12.2.(C).

(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 12.3.(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 Consultant for Accounting Services for implementation of Ind-AS and ICDS

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)
Rates for Part (A) Ind-AS Compliance					
10	Impact Assessment (Phase 1 of Part A)	EA	1		
20	Preparation of FS (Phase 2(a) of Part A)	EA	1		
30	Preparation of FS (Phase 2(b) of Part A)	EA	1		
	Total for (A) Ind-AS Compliance				
Rates for Part (B) ICDS Compliance					
40	ICDS Compliance (Phase 1 of Part B)	EA	1		
50	ICDS Compliance (Phase 2 of Part B)	EA	1		
	Total for (B) ICDS Compliance				
GRAND TOTAL for Ind-AS & ICDS Scope of Work: Total (A)+(B) **					

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

****Financial Proposal: (PLEASE DO NOT QUOTE ANY RATE HERE)****SCHEDULE OF WORKS, UNITS, QUANTITY, RATES****Financial Proposal:****Please quote the followings:****Rates for Part (A) Ind-AS Compliance:**

Particulars	No of Units	Weightage	Amount Lum Sum(₹)
Phase 1 of Scope of Work	1	40%	
Phase 2 of Scope of Work:			
Stage "a" for FY 2015-16	1	35%	
Stage "b" for FY 2016-17	1	25%	
Total for (A) Ind-AS Compliance		100%	

Rates for Part (B) ICDS Compliance:

Particulars	No of Units	Weightage	Amount Lum Sum(₹)
Phase 1 of Scope of Work	1	60%	
Phase 2 of Scope of Work	1	40%	
Total for (B) ICDS Compliance			
Total for Ind-AS & ICDS Scope of Work for evaluation:			
Total (A)+(B)			

Note:

1. Bidders are required to quote financial proposal / fee structure strictly as sought above.
2. The above fee is inclusive of all out-of-pocket expenses. No out-of-pocket expenses shall be paid in addition.
3. The above fee is excluding service-tax. Service Tax, as applicable from time to time, shall be on company's account, however liability for payment of the service tax shall lie on the Consultant
4. Quoting of Fee for all part in the above table is mandatory and Inter-se-ranking for

commercial evaluation of bid will be done on Grand Total value of “**Part A and Part B**” in above table.

5. 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.
6. The above quoted lump-sum fee 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.
7. In case the Consultant is required to travel out from Delhi/NCR on request/approval of the Company, the Company will provide or will reimburse travel by air at apex fare in economy class at actuals. In case of non-availability of air route, transportation by alternate mode will be arranged.
8. 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 only for outstation visit shall be arranged & provided by company at its cost.
9. There will be pre-bid meeting, the date and venue will be intimated in due course.
10. The tenure of the contract will be of 2 years and 6 months from the effective date of the contract as given in Letter of Award.
11. The bidder should undertake to maintain confidentiality of the information shared with them in performing with the contractual obligation.

&&&&&&& 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 Consultant for Accounting Services for implementation of Ind-AS and ICDS.

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 Consultant for Accounting Services for implementation of Ind-AS and ICDS (IFB No. CDI6877L16)

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. : CDI6877L16

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. CDI6877L16

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 Consultant for Accounting Services for implementation of Ind-AS and ICDS"

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:

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

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.

**[TO BE FILLED-UP / SUBMITTED BY THE VENDOR ON ITS LETTER
HEAD FOR E-REMITTANCE]**

FULL Address:

Address of the Bank:

Service Tax Registration Number:

Signature of Vendor with Official Seal

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