

## **Tender No. CLI7559L16 Dated 18.06.2015**

This tender is issued to the following 4 (four) prospective parties:

- i) M/s. PriceWaterhouseCoopers Pvt. Ltd., Gurgaon
- ii) M/s. KPMG, Gurgaon
- iii) M/s. Ernst & Young LLP, Gurgaon
- iv) M/s. Deloitte Haskins & Sells, Gurgaon



**ऑयल इंडिया लिमिटेड**

(भारत सरकार का उपक्रम) पंजीकृत कार्यालय : दुलियाजान, असम

**Oil India Limited**

(A Government of India Enterprise) Registered Office : Duliajan, Assam

प्लॉट नं० 19, सेक्टर 16-ए, नोएडा-201301, उत्तर प्रदेश  
Plot No. 19, Sector 16-A, Noida-201301, Uttar Pradesh  
दूरभाष / Telephone : 0120 - 2488333 - 347 फैक्स / Fax : 0120 - 2488310

## **SECTION – I**

### **C O V E R I N G   N O T E**

**e-Tender No. CLI7559L16 Dated 18.06.2015**  
**Bid Closing Date: 03.07.2015**

### **INVITATION TO e-BID UNDER SINGLE STAGE TWO BID SYSTEM FOR ENGAGEMENT OF ADVISOR FOR OUTBOUND TAX ADVISORY SERVICES ON ANNUAL CONTRACT BASIS**

Oil India Limited (OIL), a Govt. of India Enterprise, invites quotations under Single Stage Two Bid System through its online portal, from experienced and competent Consulting firms for Engagement of advisor for outbound tax advisory services on annual contract basis.

1.0 The bid document for the above service comprises of the following Sections:

SECTION-I	:	COVERING NOTE
SECTION-II	:	INSTRUCTIONS TO BIDDERS
SECTION-III	:	GENERAL TERMS AND CONDITIONS
SECTION-IV	:	SCOPE OF SERVICE
SECTION-V	:	SPECIAL CONDITIONS OF CONTRACT
SECTION-VI	:	SCHEDULE OF RATES
SECTION-VII	:	FORM OF BID SECURITY (BANK GUARANTEE)
SECTION-VIII	:	FORM OF PERFORMANCE BANK GUARANTEE (UNCONDITIONAL)
SECTION-IX	:	SAMPLE FORM OF AGREEMENT
SECTION-X	:	BID REJECTION / EVALUATION CRITERIA (BRC/BEC)
PROFORMA-I	:	STATEMENT OF COMPLIANCE
PROFORMA-II	:	INTEGRITY PACT
ANNEXURE-I	:	GENERAL GUIDELINES TO BIDDERS FOR PARTICIPATING IN OIL'S e-PROCUREMENT TENDERS
ANNEXURE-II	:	CONFIDENTIALITY AGREEMENT

2.0 You are requested to submit your most competitive bid well before the scheduled bid closing date and time. For your ready reference, few salient points (covered in details in this Bid document) are high-lighted below:

- i) Tender No. : **CLI7559L16 Dated 18.06.2015**
- ii) Type of Bid : **Single Stage - Two Bid System**
- iii) Tender Fee (Non-refundable) : Not applicable
- iv) Address to send application for User-ID & Password (for new parties) : Office of Group General Manager  
(Contracts & Purchase)  
OIL INDIA LIMITED  
Plot No. 19, Sector-16A  
NOIDA 201 301, UTTAR PRADESH
- v) Bid Closing Date & Time : **As Mentioned in the On-line Tender**
- vi) Bid Opening Date & Time : **As Mentioned in the On-line Tender**
- viii) Bid Opening Place : OIL INDIA LIMITED  
Plot No. 19, Sector-16A, NOIDA 201 301
- ix) Bid Security Amount : Not Applicable
- x) Amount of Performance Guarantee : Not Applicable
- xi) Duration of the Contract : Duration of the contract will be for a period of 1 (one) year extendable by another 1 (one) year. Detailed time frame is given in Section – V.

**3.0 Description of Service:** Engagement of advisor for outbound tax advisory services on annual contract basis. Detailed Scope of Work is given in Section – IV.

**4.0 Integrity Pact:**

OIL shall be entering into an Integrity Pact with the bidders as per the format enclosed vide **PROFORMA-II** of the bid document. Each page of this Integrity Pact Proforma has been duly signed by OIL's Competent Signatory. This Proforma has to be uploaded by the Bidder (along with the Technical Bid) duly signed by the same Signatory who sign the bid. Any bid not accompanied by the Integrity Pact Proforma, duly signed by the Bidder shall be rejected. All pages of the Integrity Pact is to be signed by the bidder's authorized signatory who sign the bid.

**NAME OF INDEPENDENT EXTERNAL MONITOR:**

- (a) SHRI RAGHAW SHARAN PANDEY, IAS (Retd.)  
Former Secretary, Ministry of Petroleum & Natural Gas  
E-mail Id: rspandey\_99@yahoo.com
- (b) SHRI RAJIV MATHUR, IPS (Retd.)  
Former Director, IB, Govt. of India  
E-mail Id: rajivmathur23@gmail.com

- 5.0 This tender is invited under **SINGLE STAGE- TWO BID SYSTEM**. The bidders are required to submit their bids through electronic format in OIL's e-Tender portal within the Bid Closing Date and Time stipulated in the e-Tender. Detailed Guidelines to bidders for participating in OIL's e-Procurement tenders are given in website. Please ensure that **TECHNO-COMMERCIAL UNPRICED BID / ALL TECHNICAL DOCUMENTS RELATED TO THE TENDER** are uploaded in the **Technical RFX Response** link only. **Please note that no price details should be uploaded in Technical RFX Response link.** Details of prices as per Bid format / Price-bid can be uploaded as Attachment in the attachment link under **"Notes and Attachments"**. A screen shot in this regard is given below. However, we request bidders to go through OIL's e – Portal / Website before uploading their bids for updated information regarding participation requirements and procedure for OIL's e – tenders. Offer not complying with above submission procedure will be rejected as per Bid Rejection Criteria mentioned in Section - X.

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

**Display RFX Response:**

Edit | Print Preview | **Technical RFX Response** | Close | Withdraw | Verify

RFX Response Number 60006452 RFX Number TEST2 Status Submitted  
RFX Owner WIPRO\_TEST1 Total Value 0.00 INR RFX Response Version Number 1

RFX Information | Items | **Notes and Attachments** | Conditions | Summary | Tracking

Basic Data | Questions

Event Parameters

Currency: Indian Rupee

Detailed Price Information: Price with Conditions

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

Service and Delivery Information

Incoterms

and Statistics

Created By

Created Date

Last Processed By

Last Processed Date

▼ Partners and Delivery Information

Details Send E-Mail Call Clear

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

**Edit RFX Response:**

Submit | Read Only | Print Preview | Check | **Technical RFX Response** | Close | Save | Verify signature

RFX Response Number 60006452 RFX Number TEST2 Status Withdrawn Submission Deadline 13.04.2013 11:00:00 INDIA  
RFX Owner WIPRO\_TEST1 Total Value 0.00 INR RFX Response Version Number 2 RFX Version Number 5

RFX Information | Items | **Notes and Attachments** | Conditions | Summary

▼ Notes

Add Clear

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

▼ Attachments

Sign Attachment Add Attachment Edit Description Versioning Delete Create Qualification Profile

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

**Notes :**

- \* The “Techno-Commercial Unpriced Bid” shall contain all techno-commercial details **except the prices**.
- \*\* The “Price bid” must contain the price schedule and the bidder’s commercial terms and conditions. For uploading Price Bid, first click on Sign Attachment, a browser window will open, select the file from the PC and click on Sign to sign the File. On Signing a new file with extension .SSIG will be created. Close that window. Next click on Add Attachment, a browser window will open, select the .SSIG signed file from the PC and name the file under Description, Assigned to General Data and click on OK to save the File.
- 5.1 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.
- 5.2 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.
- 5.3 Bidder is responsible for ensuring the validity of digital signature and its proper usage by their employee.
- 5.4 The bid including all uploaded documents shall be digitally signed by duly authorized representative of the bidding company.
- 6.0 Interested bidders may contact the following person for any technical clarifications against the tender.

**Sri Harish Madhav**  
**Head (Finance)**  
**Oil India Limited**  
**OIL House, Plot No. 19**  
**Sector 16A, NOIDA 201301**  
**Mobile No. 8800777345**  
**E-mail: [harish\\_madhav@oilindia.in](mailto:harish_madhav@oilindia.in)**

- 7.0 We now look forward to your valuable offer through OIL’s e–portal against the tender.
- 8.0 OIL reserves the right to reject any/all bids and cancel the tender without assigning any reason whatsoever.

Thanking you,

Yours faithfully,  
OIL INDIA LIMITED

(N. Sarmah)  
Deputy Manager (Materials)  
For Group General Manager (C & P)  
For Chairman & Managing Director

**(END OF SECTION – I)**

## **SECTION – II**

### **INSTRUCTIONS TO BIDDERS**

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

#### **A. BIDDING DOCUMENTS**

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

- (a) A Covering Letter highlighting the following points:
  - (i) Oil India Limited's Tender No.
  - (ii) Type of Bidding
  - (iii) Address to send application for User-ID & Password
  - (iv) Bid closing date and time
  - (v) Bid opening date, time and place
  - (vi) Duration of Contract
- (b) COVERING NOTE (Section - I)
- (c) INSTRUCTIONS TO BIDDERS (Section - II)
- (d) GENERAL TERMS AND CONDITIONS (Section - III)
- (e) SCOPE OF SERVICE (Section - IV)
- (f) SPECIAL CONDITIONS OF CONTRACT (Section - V)
- (g) SCHEDULE OF RATES (Section - VI)
- (h) FORM OF BID SECURITY (BANK GUARANTEE) (Section - VII)
- (i) FORM OF PERFORMANCE BANK GUARANTEE (Section - VIII)
- (j) SAMPLE FORM OF AGREEMENT (Section - IX)
- (k) BID REJECTION / EVALUATION CRITERIA (BRC/BEC) (Section - X)
- (l) PROFORMA - I: STATEMENT OF COMPLIANCE
- (m) PROFORMA – II: INTEGRITY PACT
- (n) ANNEXURE-I: GENERAL GUIDELINES TO BIDDERS FOR PARTICIPATING IN OIL'S e-PROCUREMENT TENDERS.
- (o) ANNEXURE-II: CONFIDENTIALITY AGREEMENT

- 2.1 The bidder is expected to examine all instructions, forms, terms and specifications in the Bid Document. Failure to furnish all information required as per the Bid Document or submission of a bid not substantially responsive to the Bid Document in every respect will be at the Bidder's risk & responsibility and may result in rejection of their bid.

#### **3.0 AMENDMENT OF BIDDING DOCUMENTS:**

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

- 3.2 The Addendum/Corrigendum will be sent in writing or by Fax/E-mail/Courier/Post to all prospective Bidders to whom Company issued the bid 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/Corrigendum into account in preparation of their bid or for any other reason.

**B. PREPARATION OF BIDS**

4.0 LANGUAGE OF BIDS:

- 4.1 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 version which shall govern for the purpose of bid interpretation.

5.0 DOCUMENTS COMPRISING THE BID:

- 5.1 The bid submitted by the Bidder must be under Single Stage Two Bid System and shall comprise of the following components:

**I. TECHNO-COMMERCIAL UNPRICED BID**

- (i) Documentary evidence in accordance with the Bid Rejection Criteria (BRC) as per Section-X.
- (ii) Statement of compliance as per **Proforma-I** of Section – X.
- (iii) Integrity Pact as given in Proforma-II, duly signed by the same signatory who signs the bid.

**II. COMMERCIAL (PRICED) BID**

Schedule of rates as per Section–VI.

6.0 BID FORM:

- 6.1 The bidder shall complete the Bid Form and the appropriate Price Schedule furnished in the Bid Document vides Section - VI.

7.0 BID PRICE:

- 7.1 Prices should be quoted through OIL's e - Portal filled in Schedule of Rates in complete to be uploaded as attachment to the Bid.
- 7.2 Price quoted by the Successful Bidder must remain firm during its performance of the Contract and is not subject to variation on any account.
- 7.3 All duties and taxes, corporate income taxes and other levies (excluding Service Tax) payable by the Contractor under the Contract for which this Bid Document is being issued, shall be included in the rates, prices and total Bid Price submitted by the bidder. Evaluation and comparison of bids shall be made accordingly. For example, personal taxes and/or any corporate taxes arising out of the profits on the contract as per rules of the country shall be borne by the bidder.

- 8.0 DOCUMENTS ESTABLISHING BIDDER'S ELIGIBILITY AND QUALIFICATIONS:
- 8.1 These are listed in Bid Rejection Criteria vide Section – X.
- 9.0 BID SECURITY (Not Applicable against this tender):
- 9.1 Pursuant to Para 5.0 above, the Bidder shall furnish as part of its Technical bid, Bid Security in the amount as specified in the "Covering Note".
- 9.2 The Bid Security is required to protect the Company against the risk of Bidder's conduct, which would warrant the security's forfeiture, pursuant to sub-para 9.7 below.
- 9.3 The Bid Security shall be denominated in the currency of the bid, and shall be in the form of Demand Draft, Banker's Cheque or a bank guarantee issued by a scheduled Indian Bank or a foreign bank through its Indian branch in the form provided in the Bid Document and valid for 30 (thirty) days beyond the validity of the bid. The bank guarantee should be so endorsed that it can be invoked at the issuing bank's branch located at Noida or alternatively at Delhi.
- 9.4 Any Bid not secured in accordance with above-mentioned subparagraphs 9.1 to 9.3 will be rejected by Company as non-responsive. However, Public Sector undertakings (central or state) are exempted from submission of bid security. Parties registered with Government Departments are not exempted from submission of bid security against this tender.
- 9.5 Unsuccessful Bidder's Bid Security will be discharged and/or returned within 30 (thirty) days of expiry of the period of bid validity.
- 9.6 Successful Bidder's Bid Security will be discharged upon the Bidder's signing of the contract and furnishing the performance security.
- 9.7 The Bid Security will be forfeited:
- (a) If any Bidder withdraws their bid during the period of bid validity (including any subsequent extension) specified by the Bidder on the Bid Form, or
  - (b) If a Successful Bidder fails:
    - i) To sign the contract within reasonable time and within the period of bid validity, and /or,
    - ii) To furnish Performance Security.
- 10.0 PERIOD OF VALIDITY OF BIDS:
- 10.1 Bids shall remain valid for 60 (sixty) days after the date of bid opening prescribed by the Company.
- 10.2 In exceptional circumstances, the Company may solicit the Bidder's consent to an extension of the period of validity. The request and the response thereto shall be made in writing (or by Fax or E-mail). A Bidder may refuse the request without forfeiting their Bid Security. A Bidder granting the request will neither be required nor permitted to modify their bid but shall arrange suitable validity extension of their bid security provided under para 9.0 above.



## 11.0 FORMAT AND SIGNING OF BID:

- 11.1 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.
- 11.2 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.
  - 11.2.1 Bidder is responsible for ensuring the validity of digital signature and it’s proper usage by their employee.
  - 11.2.2 The bid including all uploaded documents shall be digitally signed by duly authorized representative of the bidding company.
- 11.3 The bid should contain no interlineations ,correcting fluid erasures or overwriting except as necessary to correct errors made by the Bidder, in which case such correction shall be initialed by the person(s) signing the bid. Any bid not meeting this requirement shall be liable for rejection.

## C. SUBMISSION OF BIDS:

### 12.0 SEALING AND MARKING OF BIDS:

- 12.1 This tender is invited under **SINGLE STAGE- TWO BID SYSTEM**. The bidders are required to submit their bids through electronic format in OIL’s e-Tender portal within the Bid Closing Date and Time stipulated in the e-Tender. Detailed Guidelines to bidders for participating in OIL’s e-Procurement tenders are given in website. Please ensure that **TECHNO-COMMERCIAL UN-PRICED BID / ALL TECHNICAL DOCUMENTS RELATED TO THE TENDER** are uploaded in the **Technical RFX Response link** only. **Please note that no price details should be uploaded in Technical RFX Response link.** Details of prices as per Bid format / Price-bid can be uploaded as Attachment in the attachment link under **“Notes and Attachments”**. However, we request bidders to go through OIL’s e – Portal / Website before uploading their bids for updated information regarding participation requirements and procedure for OIL’s e – tenders. A screen shot in this regard is given in Para 5.0 of Section - I. Offer not complying with above submission procedure will be rejected as per Bid Rejection Criteria mentioned in Section - X.
- 12.2 All the conditions of the contract to be made with the successful bidder are given in various Sections of this document. Bidders are requested to state their compliance/ non-compliance to each clause as per **PROFORMA – I** of Section – X. This should be a part of the Technical-bid.
- 12.3 Timely delivery of the bids is the responsibility of the Bidders. Bidders should submit their bid on-line before closing of the tender Date and Time.
- 12.4 Bids other than submitted through OIL’s e – tender portal shall not be accepted.

13.0 DEADLINE FOR SUBMISSION OF BIDS:

- 13.1 **No bid can be submitted after the submission dead line is reached. Bids are to be submitted before the Bid Closing Date and Time mentioned in the “Invitation for Bid” in the System.** The system time displayed on e-procurement web page shall decide the submission dead line.

14.0 MODIFICATION AND WITHDRAWAL OF BIDS:

- 14.1 The Bidder, after submission of bid, may modify or withdraw its bid prior to bid closing, if considered inevitable.
- 14.2 No bid can be modified subsequent to the deadline for submission of bids. Post tender modification(s) of bid by any bidder within the period of its bid validity may lead to rejection of such offer and forfeiture of bidder's Bid Security in full. Such modification (s) may also call for debarment of the bidder.
- 14.3 Bidder can delete their original bid and upload again their correct/revised bids within the stipulated bid closing date and time. However, such corrections/revisions/resubmission of bids including last minute decision by Bidders shall be solely on bidders' risk and responsibility. Company shall not assume any liability in this regard.
- 15.0 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.

16.0 BID OPENING AND EVALUATION:

- 16.1 Company will open the Bids, including submission(s) made pursuant to para 14.0, in the presence of Bidder's representatives who choose to attend at the date, time and place mentioned in the Forwarding Letter. However, the Bidder's representative must produce an authorization letter from the bidder at the time of opening of tenders. Unless this letter is presented, the representative will not be allowed to attend the opening of tenders. The Bidders' representatives who are allowed to attend the bid opening shall sign in a register evidencing their attendance. Only one representative against each bid will be allowed to attend.
- 16.2 Bid (if any) which are withdrawn prior to bid closing date shall not be opened. On opening the remaining bids Company will examine them to determine whether the same are complete, requisite Bid Securities have been furnished, documents have been properly signed and the bids are generally in order.
- 16.3 At bid opening, Company will announce the Bidders' names, furnishing of requisite Bid Security and such other details as the Company may consider appropriate.
- 16.4 Company shall prepare, for its own records, minutes of bid opening including the information disclosed to those present in accordance with the sub-para 16.3.
- 16.5 To facilitate examination, evaluation and comparison of bids the Company may, at its discretion, ask the Bidder for clarifications of its bid. 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.

16.6 Prior to detailed evaluation, the Company will determine the substantial responsiveness of each bid to the Bidding Document. 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. The Company's determination of bid's responsiveness is to be based on the contents of the Bid itself without recourse to extrinsic evidence.

16.7 A Bid determined as not substantially responsive will be rejected by the Company and may not subsequently be made responsive by the Bidder by correction of the non-conformity.

16.8 The Company may waive minor informality or nonconformity or irregularity on a bid that does not constitute a material/service deviation, provided such waiver does not prejudice or affect the relative ranking of any Bidder.

17.0 OPENING OF PRICE-BIDS:

17.1 Company will open the Price-bids of the technically qualified Bidders on a specific date in presence of interested qualified bidders. Technically qualified bidders will be intimated about the price bid opening date and time in advance and they will be allowed to present at the time of price bid opening. It is bidder's choice if they want to be present or not at the time of price bid opening.

17.2 The Company will examine the Priced-bids to determine whether they are complete, any computational errors have been made, required sureties have been furnished, the documents have been properly signed, and the bids are generally in order.

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

18.0 EVALUATION AND COMPARISON OF BIDS:

18.1 The Company will evaluate and compare the bids as per Bid Evaluation Criteria (Section-X) of the tender document.

19.0 CONTACTING THE COMPANY:

19.1 Except as otherwise mentioned anywhere in the Tender Document, no Bidder shall contact Company on any matter relating to its bid, from the time of the bid opening to the time the Contract is awarded except as required by Company vide para 16.5.

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

**D. AWARD OF CONTRACT**

20.0 AWARD CRITERIA:

20.1 The Company will award the Contract to the Contractor whose bid has been determined to be substantially responsive and has been determined as successful

bidder as per the Bid Evaluation Criteria, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily.

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

21.1 Company reserves the right to accept any bid and to reject any or all bids.

22.0 NOTIFICATION OF AWARD:

22.1 Prior to expiry of the period of bid validity or extended validity, the Company will notify the successful Bidder in writing by registered letter or by fax (to be confirmed in writing by registered / courier letter) that his bid has been accepted.

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

23.0 SIGNING OF CONTRACT:

23.1 At the same time as the Company notifies the successful Bidder that his Bid has been accepted, the Company will either invite the bidder for signing of the agreement or send the Contract Form provided in the bidding document. The form will be accompanied by the General & Special Conditions of Contract, scope of works, schedules of rates and all other relevant documents.

23.2 Within 15 (fifteen) days of receipt of the final contract document, the successful Bidder shall sign and date the contract and return the same to the Company.

24.0 PERFORMANCE SECURITY (Not Applicable against this tender):

24.1 Within 15 (fifteen) days of receipt of notification of award from the Company, the successful Bidder shall furnish the performance security for an amount specified in the Forwarding Letter in the form of Bank Guarantee in the format as provided in the Bidding Document or in any other form acceptable (Demand Draft) to the Company from a Bank located in India. The performance security shall be payable to Company as compensation for any loss resulting from Contractor's failure to fulfill its obligations under the Contract.

24.2 The performance security specified above must be valid for 06 (six) months beyond the expiry date of the contract to cover any obligation and to lodge claim, if any. The same will be discharged by Company after 06 (six) months of the expiry of the Contract period. In the event of extension of contract, subsequent to expiry of validity of the original contract period, Contractor shall have to enhance the value of the performance security to cover the contract value for the extended period and also to extend the validity of the performance security accordingly.

24.3 Failure of the successful bidder to comply with the requirements of para 23.1 to 24.1 above shall constitute sufficient grounds for annulment of the award and forfeiture of the Bid Security. In such an event, the Company may award the contract to the next evaluated Bidder or call for new bid or negotiate with the next lowest bidder as the case may be.

25.0 RETENTION MONEY: Not applicable against this tender

**(END OF SECTION – II)**

## **SECTION –III**

### **GENERAL TERMS AND CONDITIONS**

#### **1.0 DEFINITIONS:**

Following terms and expressions shall have the meaning hereby assigned to them unless the context otherwise requires:

- 1.1 'Contract' means the terms and conditions contained in the document entitled **“ENGAGEMENT OF ADVISOR FOR OUTBOND TAX ADVISORY SERVICES ON ANNUAL CONTRACT BASIS”** and the attached exhibits. In the event of any conflict between the text of the contract and the exhibits, the text of the Contract shall have precedence over the exhibits.
- 1.2 'Contractor' means the individual or firm or body incorporated performing the work under this contract.
- 1.3 'Company' means OIL INDIA LIMITED (OIL) and its executors, successors, administrators and assignees.
- 1.4 The 'Work' means each and every activity required for the successful performance of the services described under this contract.
- 1.5 'Operating Area' means those areas as required in accordance with Scope of Service in which company or its affiliated company may from time to time be entitled to execute such services/operations.
- 1.6 'Site' means the land and other places, on, under, in or through which the works are to be executed by the Contractor and any other land and places provided by the Company for working space or any other purpose as designated hereinafter as forming part of the Site.
- 1.7 'Contract Price' means the price payable to the Contractor under the contract for the full and proper performance of its contractual obligations.
- 1.8 'Company's Items' means the equipment, materials and services which are to be provided by Company/Contractor at the expense of Company.
- 1.9 'Contractor's Items' means the equipment, materials and services which are to be provided by Contractor/Company at the expense of the Contractor.
- 1.10 'Commencement Date (Zero Date)' means the 7<sup>th</sup> day from the date of issue of the LOA (Letter of Award) from OIL as per the scope of work of the Contract or as mentioned in LOA/Contract.
- 1.11 'Contractor's personnel' means the personnel as required to be provided by Contractor from time to time for execution of this contract.
- 1.12 'Company Representative' means the person or persons appointed and approved in writing from time to time by the Company to act on its behalf for overall co-ordination.

#### **2.0 EFFECTIVE DATE AND DURATION OF CONTRACT:**

As per Clause No. 1.0 of Special Conditions of Contract (Section-V).

3.0 CONTRACTOR'S PERSONNEL:

- 3.1 Contractor's Personnel - Contractor warrants that it shall provide all manpower for the necessary operations, supervision and execution of all works under this Contract to Company's satisfaction. The personnel to be deployed by the Contractor must be competent and sufficiently experienced to perform the works correctly and efficiently except where otherwise stated.
- 3.2 Except as otherwise hereinafter provided, the selection, replacement and remuneration of Contractor's personnel shall be determined by Contractor. Such employees shall be the employees solely of Contractor. Contractor shall ensure that its personnel will be competent and efficient.
- 3.3 Replacement of Contractor's Personnel- Contractor will immediately remove and replace any of the Contractor's personnel, who in the opinion of Company, is incompetent, or negligent or of unacceptable behaviour or whose employment is otherwise considered by Company to be undesirable.

4.0 GENERAL OBLIGATIONS OF CONTRACTOR:

- 4.1 It is expressly understood that Contractor is an independent entity and that neither it nor its employees and its sub-contractors are employees or agents of Company. Company is authorised to designate its representative, who shall at all time have access to the related equipment and all records, for the purposes of observing, inspecting and designating the work to be performed hereunder by Contractor. The Contractor may treat Company's representative for the time being at site as being in-charge of all Company's and Company designated personnel at site.
- 4.2 Compliance with Company's Instructions: - Contractor shall comply with all instructions of Company consistent with the provision of this Contract and perform the works described in the Scope of Work.
- 4.3 Except as otherwise provided in the Scope of Work and the special conditions of contract, Contractor shall provide experienced, qualified and physically fit manpower as required to perform the work.
- 4.4 Contractor shall perform all other obligations, work and services which are required by the terms of this contract or which reasonably can be implied from such terms as being necessary for successful and timely execution of the work.
- 4.5 Contractor shall be deemed to have satisfied itself before submitting its 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 herein, cover all its obligations under the contract.
- 4.6 Contractor shall give or provide all necessary supervision during the performance of the services and as long thereafter as Company may consider necessary for the proper fulfilling of contractor's obligations under the contract.

5.0 GENERAL OBLIGATIONS OF COMPANY:

- 5.1 Company shall, in accordance with and subject to the terms and conditions of the Contract, pay Contractor for its full and proper performance of obligations as per provision of this contract.
- 5.2 Allow Contractor and its employees access, subject to normal security and safety procedures, to all areas of Company as required for orderly performance of the work.
- 6.0 PAYMENT TERMS:
- As defined under para 6.0 of Section V.
- 7.0 Deleted
- 8.0 TAXES AND DUTIES:
- 8.1 All taxes whether Corporate or Personnel or any other tax excluding Service Tax will have to be borne by the Contractor. The Contractor will assume all responsibilities in this regard. However, the Company will deduct income tax at source as per Indian Income Tax Act and other taxes as applicable under law.
- 8.2 The Company will not bear any responsibility nor reimburse any amount in case of duties/taxes actually levied exceeds those taken in to account by the Contractor for preparation of priced bid. Nothing in this contract shall relieve the Contractor from its responsibility to pay any tax/duty that may be levied on profits made by him in respect of the contract. The Contractor shall comply with Indian Income Tax Acts, Rules and Labour Laws framed by Central or State Government from time to time with respect to supply of driver/sub-contractor or other contracts awarded to other parties.
- 8.3 Duties and taxes on purchases made by contractor shall entirely be borne by the Contractor. The Company will not bear any responsibility on such purchases.
- 8.4 Tax levied as per the provisions of tax rules on income derived under this contract will be to Contractor's account.
- 8.5 Taxes will be deducted at source from all payments released to the Contractor, at specified rates of income tax as per provisions of Indian Tax Act.
- 8.6 Contractor shall be responsible for and pay the personnel taxes, if any, for all the personnel deployed.
- 8.7 The Contractor shall furnish the Company, if and when called upon to do, the relevant statements of accounts or any other information pertaining to work done under this contract for submitting the same to Tax Authorities, on specific request by them. Contractor shall be responsible for preparing and filing relevant returns within the stipulated period as per the provisions of the Indian Income tax Act. Company will not assume any responsibility whatsoever towards consequences of non-compliance to above.
- 8.8 The Contractor will arrange tax audit by competent audit firm as per the provision of Indian Tax Laws and submit a copy of the tax audit report to the Company, if and when asked.

- 8.9 Prior to start of operation under this contract, the Contractor shall furnish the Company all necessary documents, as asked for, which may be submitted to Income Tax Authorities at the time of obtaining "No Objection Certificate" for releasing payments to the Contractor.
- 8.10 Corporate and personnel taxes on Contractor and their sub-contractor shall be the liabilities of the Contractor and Company shall not be responsible on this account.
- 8.11 All local taxes, levies and duties, sales tax, octroi, excise duty, etc. on purchases/sales by the Contractor, its sub-contractor and agents shall be borne by the Contractor.
- 9.0 STATUTORY OBLIGATIONS AND SUBSEQUENTLY ENACTED LAWS:
- 9.1 The Contractor shall comply with all the statutory obligation of Government of India and State applicable at the Site and the Purchaser shall not be liable for any action of the statutes applicable due to non-fulfillment of statutory obligations by the contractor.
- 9.2 The Contractor shall give all notices and pay all fees required to be given or paid under any Central or State statute, ordinance or other law or any regulation or by-law of any local or other duly constituted authority in relation to the execution of the Work.
- 9.3 The Contractor shall conform and comply in all respects with the provisions of any statute, ordinance or laws as aforesaid and the rules, regulations or by-laws of any local or other duly constituted authority which may be applicable to the works or to any temporary works and with such rules and regulations of public bodies as aforesaid and shall indemnify the Purchaser against all penalties and liabilities of every kind for breach of any such statute, ordinance, law, rule, regulation or by-law.
- 9.4 Subsequent to the Bid Closing Date of the Tender, 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.
- 10.0 USE OF COMPANY'S EQUIPMENT [*Not applicable against this tender/contract*]:
- 10.1 Contractor shall assume the risk of and shall be solely responsible for damage to and loss or destruction of materials and equipment or supplies furnished by Company. In case there is a loss or damage to the company's equipment for causes attributable to contractor, the contractor shall compensate the company.
- 11.0 WAIVERS AND AMENDMENTS:  
It is fully understood and agreed that none of the terms and conditions of the Contract shall be deemed waived or amended by either party unless such waiver or amendment is executed in writing by the duly authorized agents or representatives of such party. The failure of either party to execute any right of termination shall not act as a waiver or amendment of any right of such party provided hereunder.



12.0 CONFIDENTIALITY:

- 12.1 Contractor agrees to be bound by professional secrecy and undertakes to keep confidential any information obtained during the conduct of services and to take all reasonable steps to ensure that Contractor's personnel likewise keep such information confidential.
- 12.2 This obligation shall be kept in force even after the termination date and until such information will be disclosed by Company.

13.0 NOTICES:

- 13.1 Any notice given by one party to other, pursuant to the Contract shall be sent in writing or by Fax or E-mail and confirmed in writing to the applicable address specified below:

**COMPANY**

OIL INDIA LIMITED  
PLOT NO. 19, SECTOR-16A,  
NOIDA – 201 301  
UTTAR PRADESH  
Fax No. 0120-2488327  
E-MAIL: corp\_c&p@oilindia.in

**CONTRACTOR**

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

14.0 HEADINGS:

The headings of the clauses of the Contract are for convenience only and shall not be used to interpret the provisions hereof.

15.0 LIABILITY:

- 15.1 Except as otherwise expressly provided, neither Company nor its servants, agents, nominees, Contractors, or subcontractors 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 his Contractors or subcontractors, irrespective of how such loss or damage is caused and even if caused by the negligence of Company and/or its servants, agents, nominees, assignees, Contractors and subcontractors. 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.
- 15.2 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 subcontractors irrespective of how such injury, illness or death is caused and even if caused by the negligence of Company and/or its servants, agents, nominees, assignees, contractors and sub-contractors. Contractor shall protect, defend, indemnify and hold harmless Company from and against such liabilities and any suit, claim or expense resulting there from.

- 15.3 The Contractor hereby agrees to waive its right to recourse and further agrees to cause his underwriters to waive their right of subrogation against Company and/or its underwriters, servants, agents, nominees, assignees, contractors and subcontractors for loss or damage to the equipment of the Contractor and/or its subcontractors when such loss or damage or liabilities arises out of or in connection with the performance of the Contract.
- 15.4 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 subcontractors for injury to, illness or death of any employee of the contractor and of its contractors, subcontractors and / or their employees when such injury, illness or death arises out of or in connection with the performance of the Contract.
- 15.5 Except as otherwise expressly provided, neither Contractor nor its servants, agents, nominees, contractors or subcontractors 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 his contractors or subcontractors, 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 subcontractors. The Company shall protect, defend, indemnify and hold harmless Contractor from and against such loss of damage and any suit, claim or expense resulting therefrom.
- 15.6 Neither Contractor nor its servants, agents, nominees, assignees, contractors, subcontractors shall have any liability or responsibility whatsoever to whomsoever or injury to, illness, or death of any employee of the Company and/or of its contractors or subcontractors 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 subcontractors Company shall protect, defend indemnify and hold harmless contractor from and against such liabilities and any suit, claim or expense resulting there from.
- 15.7 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 subcontractors for loss or damage to the equipment of Company and/or its contractors or subcontractors when such loss or damage or liabilities arises out of or in connection with the performance of the Contract.
- 15.8 The Company hereby further agrees to waive its right of recourse and agrees to cause its underwriters to waive their right of subrogation against contractor and / or its underwriters, servant, agents, nominees, assignees, contractors and subcontractors for injury to, illness or death of any employee of the Company and of its contractors, subcontractors and/or their employees when such injury, illness or death arises out of or in connection with the performance of the contract.
- 16.0 CONSEQUENTIAL DAMAGE:
- 16.1 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 of 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.

17.0 WITH-HOLDING:

17.1 Company may with-hold or nullify the whole or any part of the amount due to Contractor on account of subsequently discovered evidence in order to protect Company from loss on account of :

- (a) For non-completion of jobs assigned as per Section-IV.
- (b) Contractor's indebtedness arising out of execution of this contract.
- (c) Defective work not remedied by Contractor.
- (d) Claims by sub-contractor of Contractor or others filed or on the basis of reasonable evidence indicating probable filing of such claims against Contractor.
- (e) Failure of Contractor to pay or provide for the payment of salaries / wages, contributions, unemployment, compensation, taxes or enforced savings with-held from wages, etc.
- (f) Failure of Contractor to pay the cost of removal of unnecessary debris, materials, tools, or machinery.
- (g) Damage to another Contractor of Company.
- (h) All claims against Contractor for damages and injuries, and / or for non-payment of bills, etc.
- (i) Any failure by Contractor to fully reimburse Company under any of the indemnification provisions of this contract. If, during the progress of the work Contractor shall allow any indebtedness to accrue for which Company, under any circumstances in the opinion of Company may be primarily or contingently liable or ultimately responsible and Contractor shall, within five days after demand is made by Company, fail to pay and discharge such indebtedness, then Company may during the period for which such indebtedness shall remain unpaid, with-hold from the amounts due to Contractor, a sum equal to the amount of such unpaid indebtedness.
- (j) With-holding will also be effected on account of the following :
  - i) Garnishee order issued by a Court of Law in India.
  - ii) Income-tax deductible at source according to law prevalent from time to time in the country.
  - iii) Any obligation of Contractor which by any law prevalent from time to time to be discharged by Company in the event of Contractor's failure to adhere to such laws .

17.1.1 When all the above grounds for with-holding payments shall be removed, payment shall thereafter be made for amounts so with-held.

17.2 Notwithstanding the foregoing, the right of Company to withhold shall be limited to damages, claims and failure on the part of Contractor which is directly / indirectly due to some negligent act or omission on the part of Contractor relating to the Contractor's obligation on the Contract.

#### 18.0 APPLICABLE LAW:

The contract shall be deemed to be a contract made under, governed by and construed in accordance with the laws of India.

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

- a) The Minimum Wages Act, 1948.
- b) The Workmen's Compensation Act, 1923.
- c) The Payment of Wages Act, 1963.
- d) The Payment of Bonus Act. 1965.
- e) The Contract Labour (Regulation & Abolition) Act, 1970 and the rules framed thereunder.
- f) The Employees Pension Scheme, 1995.
- g) The Interstate Migrant Workmen Act., 1979 (Regulation of employment and conditions of service).
- h) The Employees Provident Fund and Miscellaneous Provisions Act, 1952.
- i) Act related to States.
- j) Service Tax Act.
- k) Any other law and regulations applicable to carry out the complete job/assignment as per the Contract.

18.2 For any violation of law, rules, statutory obligations/regulations, etc. Contractor will be solely responsible. Company will not be responsible for the same by any means.

#### 19.0 FORCE MAJEURE:

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

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

19.3 Either party will have the right to terminate the contract if such "force majeure" condition continues beyond fifteen (15) days with prior written

notice. Should either party decide not to terminate the contract even under such condition, no payment would apply after expiry of fifteen (15) days period unless otherwise agreed to. In case a force majeure situation arises for a particular no of days, the contract period shall be extended by that many days without Liquidated Damages.

20.0 TERMINATION:

20.1 TERMINATION ON EXPIRY OF THE TERMS (DURATION)

The contract shall be deemed to have been automatically terminated on the expiry of duration of the contract or extension, if any, thereof or completion of their obligation under the Contract whichever is applicable.

20.2 TERMINATION ON ACCOUNT OF FORCE MAJEURE

Either party shall have the right to terminate the Contract on account of Force Majeure as set forth in Para 19.0 above.

20.3 TERMINATION ON ACCOUNT OF INSOLVENCY

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

20.4 TERMINATION FOR UNSATISFACTORY PERFORMANCE

If the Company considers that the performance of the Contractor is unsatisfactory, or not up-to the expected standard, the Company shall notify the Contractor in writing and specify in details the cause of the dissatisfaction. The Company shall have the option to terminate the Contract by giving fifteen (15) days notice in writing to the Contractor, if Contractor fails to comply with the requisitions contained in the said written notice issued by the Company.

20.5 TERMINATION DUE TO CHANGE OF OWNERSHIP & ASSIGNMENT

In case the Contractor's rights and/or obligations under the Contract and/or the Contractor's rights, title and interest to the equipment/material, are transferred or assigned without the Company's consent, the Company may at its absolute discretion, terminate the Contract.

20.6 CONSEQUENCES OF TERMINATION

In all cases of termination herein set forth, the obligation of the Company to pay the rates or any other charges shall be limited to the period up to the date of termination. Notwithstanding the termination of the Contract, the parties shall continue to be bound by the provisions of the Contract that reasonably require some action or forbearance after such termination.

20.7 If at any time during the term of the Contract, breakdown of Contractor's equipment results in Contractor being unable to perform their obligations hereunder for a period of 15 (fifteen) successive days (not including force majeure delay). Company, at its option, may terminate this Contract in its entirety without any further right or obligation on the part of the Company,

except for the payment of money then due. No notice shall be served by the Company under the condition stated above.

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

20.9 In the event of termination of Contract, Company will issue Notice of Termination with date or event after which the Contract will be terminated. The Contract shall then stand terminated and the Contractor shall demobilize their personnel and materials.

21.0 **SET OFF:**

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 the Company and set off against any claim of the Company (or such other person or persons contracting through the Company) for payment of a sum of money arising out of this contract or under any other contract made by the Contractor/ with the Company (Or such other person or persons contracting through the Company).

22.0 **ARBITRATION:**

22.1 The Contractor and the Company shall make every effort to resolve amicably by direct informal negotiation any disagreement arising between them under or in connection with the agreement.

22.2 In the event of any disagreement or dispute arising in connection with execution of the Agreement which cannot be settled in an amicable manner between the Contractor and the Company, the matter shall be referred to arbitration. Such arbitration shall be governed by the provisions of the Indian Arbitration Act, 1996 as amended upto date by any statutory modification or reenactment thereof for the time being in force. Arbitration proceeding will be held in Delhi/ Noida.

23.0 **FURNISHING FRAUDULENT INFORMATION / DOCUMENT:**

If it is found at any time that, a Bidder / Contractor has / had furnished fraudulent documents / information, the Bid Security / Performance Security shall be forfeited and the bidder / contractor shall be debarred for a period of three (03) years from the date of detection of such fraudulent act, besides legal action.

**(END OF SECTION - III)**

## **SECTION – IV**

### **SCOPE OF SERVICE**

#### **The Company:**

Oil India Limited (OIL) is a premier National Oil Company engaged in the Exploration, Development, Production & Transportation of Crude Oil & Natural Gas and Production of LPG. OIL is a 'Navratna' Company under the Ministry of Petroleum and Natural Gas, (MOP&NG) Government of India. The company also has number of blocks in the various New Exploration Licensing Policy (NELP) rounds in India. Besides India, the Company has also participating interests in various countries like Libya, Gabon, Nigeria, Yemen, Venezuela, USA, Mozambique, Bangladesh, Myanmar and Russia. OIL also has stake in product pipeline in Sudan.

OIL intends to appoint an Advisor for Outbound Tax Advisory Services having relevant experience to provide advisory services to OIL as and when required on annual contract basis for 1 year extendable by another 1 year on same terms and condition. The approach to providing 'on-call' advisory services to OIL should be to understand the objective, examining the need, deliver pro-active ideas and to follow through with solutions that add value to OIL.

In this regard, bidders are requested to submit their business profile and expertise in providing advisory services specially relating to Oil & Gas Industry (Upstream).

The Advisor must be able to provide advisory services as per the scope of work indicated below:

#### **1. Scope of Service on 'On-call' Basis for Outbound Advisory Services**

- a) Advising on tax & tax related accounting aspects/ issues related to the operations of OIL in the relevant countries from time to time. This would involve advice on domestic as well as cross-border payments, including analysis of availability of tax treaty relief, etc. The advisory will cover all domestic as well as international tax and related provisions.
- b) Advising on tax and regulatory related issues / aspects in relation to assets / operations carried out by OIL outside India.
  - i. Assistance in examining the tax deductibility for acquisition cost and cost for funding future operation from an India and operating jurisdiction standpoint;
  - ii. Assistance in obtaining rulings/specific clarifications from revenue authorities in Intermediary Holding Company ("IHC")/operating jurisdictions;
  - iii. Providing comments on the requirements to be met in accordance with the participating exemption benefits, holding company regulations and other such exemption provisions / benefits embedded under the tax law of IHC/operating jurisdictions;
  - iv. Advising on the issues relating to tax residency considerations and substance requirements required to be met in the respective IHC jurisdiction and also to mitigate exposures arising from place of effective management (POEM);
  - v. Advising on tax and regulatory provisions in Intermediary Holding Company ("IHC")/operating jurisdictions and impact of changes therein on OIL;
  - vi. Necessary safeguards required to be undertaken with an objective of protection of treaty benefits.

- c) Analyzing and advising on alternate capital structures for future funding needs in specified countries with an objective to achieve tax efficiency by specifically focussing on the below aspects;
  - i. Choice of Funding instruments viz. equity, preference, convertible debentures etc. for investment;
  - ii. Repatriation options for transferring surplus profits of the operating entities/IHC;
  - iii. Analysing deductibility of interest cost and other debt related charges; and
  - iv. Providing comments on thin capitalization requirements;
- d) Analyze and suggest alternate models/arrangements with a view to mitigate all associated tax risks
  - i. Analyze any permanent establishment ('PE') implication in the operating jurisdiction arising out of secondment etc. Analyze the nature of activities / operations undertaken by the employees of OIL sent as seconded executives for the subject Project, period of their stay thereof and other related issues; and
  - ii. Review of secondment agreement for the secondment of expatriate employees to other countries considering the following but not limited to:
    - Personal Tax
    - Corporate Tax
    - Transfer Pricing
    - Indirect Tax
    - Exchange Control
    - Social Security
- e) Advising on Transfer Pricing, CFC, BEPS and other anti-avoidance provisions, other regulatory restrictions / changes in relation to IHC / operating jurisdictions;
- f) Advising on relevant FEMA and RBI regulations i.e. outlining Indian exchange control aspects impacting foreign investments outside India.
- g) Advising on any other matter relating to overseas acquisition / operations not covered above, as may be required from time to time.

## **2. Deliverable**

### **a) Deliverable in relation to 'On-call' advisory services would be as follows:-**

1. In case of relatively simple day-to-day queries, immediate preliminary feedback confirmed later in writing;
2. In case of questions requiring additional research, a written reply within an agreed time frame.

Before starting the work, an estimated number of hours to be spent on the advisory assignment would be decided based on the discussion.

**(END OF SECTION – IV)**



## **SECTION – V**

### **SPECIAL CONDITIONS OF CONTRACT**

- 1.0 Duration of the Contract: Initial duration of the contract will be for a period of 1(one) year w.e.f. the 7<sup>th</sup> day from the date of LOA or w.e.f. a date as mentioned in the LOA extendable by another 1 (one) year at the same rate, terms and conditions at OIL's option.
- 2.0 ASSOCIATION OF COMPANY'S PERSONNEL:
- 2.1 Company may depute more than one representative to act on its behalf for overall co-ordination and operational management. Company's representative shall have the authority to order any changes within the general scope of work herein under to the extent so authorized and notified by the Company in writing. He shall liaise with the Contractor (consultant), monitor the services so as to ensure timely/orderly execution of obligations of the Contractor under the Contract. He shall also have the authority to oversee the execution of the Contract by the Contractor and to ensure compliance of provisions of the contract.
- 3.0 PARTICULARS, SPECIFICATIONS AND INSTRUCTION TO THE CONTRACTOR:
- 3.1 The Contractor (consultant) shall instruct all their personnel suitably to ensure that while operating all safety & precautionary measures as enforced are necessarily observed. Any breach of law due to violation shall have to be redressed by the Contractor entirely at their own cost.
- 3.2 All employees of the contractor who are deployed under this contract must observe the security and safety rules of the company. Any individual found to be objectionable from security consideration must be replaced forthwith by the Contractor.
- 4.0 MISCELLANEOUS PROVISIONS:
- 4.1 Contractor shall give all notices and pay all fees required to be given or paid for by any National or State statute, ordinance, or other law, or any regulation, or bye-law of any local or other duly constituted authority in relation to the performance of the services and by the rules and regulations of all public bodies and companies whose property or rights are affected or may be affected in any way by the services.
- 4.2 Contractor shall confirm in all respect with provisions of any such statute, ordinance or law as aforesaid and the regulations or bye-laws of any local or other duly constituted authority which may be applicable to the services and with such rules and regulations of public bodies and Companies as aforesaid and shall keep Company indemnified against all penalties and liability of every kind for breach of any such statute, ordinance or law, regulations or bye-law.
- 5.0 EMPLOYMENT OF OFFICIAL/PERSONNEL OF THE COMPANY:
- Contractors are advised not to employ serving Company employees without its prior permission. It is also advised not to employ ex-personnel of the Company

within the initial 2(two) years period after their retirement/resignation/severance from service without specific permission of the Company. Company may decide not to deal with such firm(s)/ Contractors who fail to comply with the advice.

**6.0 PAYMENT TERM:**

The budgeted hour for 'On-call' services will be agreed between the advisor and the company's authorized officials. The invoice for the same may be raised after acceptance of the work/report by the company's authorized officials.

Payment as per above term will be made within 30 Days from the date of receipt of undisputed invoice after deducting adjustment/ deductions, if any. All the payments will be e – payments only.

**7.0 LIQUIDATED DAMAGES:**

In the event of the Consultant's default in timely completion of the work within the stipulated period, the Consultant shall be liable to pay liquidated damages at the rate of 1/2% of the amount payable against each advisory assignment of the Contract per week or part thereof of delay subject to maximum of 7.5% of respective advisory assignment. The period for levy of Liquidated Damages will be reckoned from the date after expiry of the scheduled completion time as defined in Clause 2.0 of Scope of Service (Section – IV) above. Company may without prejudice to any other right or remedy available to it to recover damages for breach of contract, recover the liquidated damages as above from the Consultant. This is an agreed genuine pre-estimate of damages duly agreed by the parties. Payment of Liquidated Damages shall in no way relieve the Contractor from his contractual obligations to complete the Works.

The Company also reserves the right to cancel the Contract without any compensation whatsoever in case of failure to commence the work within the stipulated period.

Note : No payment will be made for the extra time required beyond the time frame as per Clause 2.0 of Scope of Service (Section – IV) above.

**8.0 CONFIDENTIALITY AGREEMENT:**

Successful bidder has to sign Confidentiality Agreement (CA) with OIL and would be required to keep all information provided to them as "Confidential" and not disclose to any party without obtaining prior approval from OIL even after expiry of the contract. Successful bidder has to sign the Confidentiality Agreement (CA) (as given in ANNEXURE-II) before starting of the Assignment.

**(END OF SECTION – V)**

**SECTION – VI**  
**SCHEDULE OF RATES (SOR)**

**Please Quote as per the following format:**

**Rates for Outbound Advisory Services**

Countries / Regions	Currency	Blended Hourly rate
India	INR	
Asia Pacific (other than India)	USD	
Europe	USD	
North America	USD	
South America	USD	
Africa	USD	
Middle East	USD	
<b>No. of Hours for Evaluation for India</b>		<b>400</b>
<b>No. of Hours for Evaluation for each of other Countries / Regions</b>		<b>80</b>
<b>Total INR</b>		

**Note:**

- Bidders are required to quote the hourly rates in the financial proposal / fee structure strictly as sought above. Bidders must quote for each combination in the above table.
- The above fee is inclusive of all out-of-pocket expenses. No out-of-pocket expenses shall be paid in addition.
- The above fee is excluding Service Tax which shall be on company's account as applicable time to time. However liability for payment of the service tax shall lie on the Consultant or as applicable if it is on reverse charge.
- All other taxes are to be borne by the Bidder including that applicable in overseas jurisdictions. TDS as applicable shall be deducted and certificate as required by the Income-tax Act 1961 shall be issued.
- The above quoted hourly rates will be fixed and firm for the entire tenure of the contract and shall be binding on both the parties. No changes in these rates shall be allowed under any circumstances during the tenure of this service agreement.
- For evaluation purposes the number of hours as indicated in the table will be multiplied with the quoted hourly rates to arrive at the total cost. For the purpose of conversion of foreign currency, the Bill selling rate of SBI of the previous working day of Bid closing date will be considered.
- Inter-se-ranking for commercial evaluation of bid will be done on Total value from the above table.
- The indicative hours mentioned in the above table will be used for bid evaluation purposes and should not be treated as representation, explicit or implicit, of such work to be assigned to the Bidder. Above mentioned hours are an estimate only and payment will be made as per actual.

**(END OF SECTION – VI)**

## **SECTION – VII**

### **FORM OF BID SECURITY (BANK GUARANTEE)**

WHEREAS, (Name of Bidder)\_\_\_\_\_ (hereinafter called "the Bidder") has submitted his bid dated (Date) \_\_\_\_\_ for the provision of certain oilfield services (hereinafter called "the Bid").

WE KNOW ALL MEN by these presents that We (Name of Bank) \_\_\_\_\_ of (Name of Country) \_\_\_\_\_ having our registered office at \_\_\_\_\_ (hereinafter called "the Bank") are bound unto Oil India Ltd (hereinafter called "Company" in the sum of (\_\_\_\_\_) \* for which payment well and truly to be made to Company, the Bank binds itself, its successors and assignees by these presents. SEALED with the Bank this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

#### **THE CONDITIONS of this obligation are:**

- (1) If the Bidder withdraws his Bid during the period of bid validity specified by the bidder**
- (2) If the Bidder, having been notified of the acceptance of his Bid by the Company during the period of Bid validity:**
  - (a) fails or refuses to execute the Form of Agreement in accordance with the Instructions to Bidders, on tender document;**
  - or**
  - (b) fails or refuses to furnish the Performance Security in accordance with the Instructions to Bidders on tender documents.**
- (3) If the Bidder furnished fraudulent document/information in their bid.**

We undertake to pay to Company up to the above amount upon receipt of its first written demand, (by way of letter/fax/e-mail) without Company having to substantiate its demand, provided that in its demand Company will note that the amount claimed by it is due to it owing to the occurrence of **one or all of the conditions**, specifying the occurred condition or conditions.

This guarantee will remain in force up-to and including the date (date of expiry of bank guarantee should be minimum 30 days beyond the validity of the bid) any demands in respect thereof should not reach the bank not later than the above date.

-----  
\* The bank should insert the amount of guarantee in words and figures

Date :

Signature of issuing authority of Bank with  
designation seal and seal of the bank.

**(END OF SECTION-VII)**

## **SECTION – VIII**

### **FORM OF PERFORMANCE BANK GUARANTEE (UNCONDITIONAL)**

To : (Name of Company \_\_\_\_\_)  
(Address of Company \_\_\_\_\_)

WHEREAS (Name and address of Contractor) \_\_\_\_\_  
(hereinafter called as "Contractor") had undertaken, in pursuance of Contract No. \_\_\_\_\_ dated \_\_\_\_\_ to execute (Name of Contract and Brief description of the work) \_\_\_\_\_ (hereinafter called "the Contract"),

AND WHEREAS it has been stipulated by you in the said Contract that the Contractor shall furnish you with a bank Guarantee by a recognized bank for the sum specified therein as security for compliance with his obligations in accordance with the contract;

AND WHEREAS we have agreed to give the Contractor such a Bank Guarantee, NOW HEREOF we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Contractor, up to a total of (Amount of Guarantee) \* \_\_\_\_\_ (in words) \_\_\_\_\_ such sum being payable in the types and proportions of currencies in which the Contract Price is payable, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of the Guarantee sum as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the Contractor before presenting us with the demand.

We further agree that no change or addition to or other modifications of the terms of the contract or of the work to be performed there-under or of any of the contract documents which may be made between you and Contractor shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

This guarantee is valid until the date (.....) one month after Contract completion.

#### **SIGNATURE & SEAL OF THE GUARANTOR**

Name of Bank

Address

Date

---

\* An amount is to be inserted by the Guarantor, representing the percentage of the Contract price specified in the forwarding letter, and denominated either in the currency of the Contract or in a freely convertible currency acceptable to the Company.

**NOTE : Bidders are NOT required to complete this form while submitting the Bid.**

**(END OF SECTION-VIII)**

## **SECTION – IX**

### **SAMPLE FORM OF AGREEMENT**

THIS AGGREEMENT is made on the ..... day of..... 2014, between (Name of Company)\_\_\_\_\_ of (Mailing address of Company) \_\_\_\_\_, hereinafter called "the Company", of the one part and (Name of Contractor) \_\_\_\_\_ (hereinafter called "the Contractor") of the other part.

WHEREAS the Company is desirous that certain works should be executed viz. (Brief description of works)\_\_\_\_\_ and has, by Letter of acceptance dated (Date of Letter of Acceptance)\_\_\_\_\_, accepted a Bid by the Contractor for the execution, completion and maintenance of such works.

NOW THIS AGREEMENT WITNESSETH as follows:

1. In this agreement words and expressions shall have the same meanings as are respectively assigned to them in the conditions of Contract hereinafter referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz. :
  - a) This form of Agreement,
  - b) The Letter of Acceptance,
  - c) The said Bid and Annexure,
  - d) The Technical Specifications and
  - e) The Priced Bid and Quantities,
  - g) The Schedules of Supplementary Information,
  - h) The Special Conditions of Contract and
  - i) The General Conditions of Contract
3. The aforesaid documents shall be taken as complementary and mutually explanatory of one another, but in the case of ambiguities or discrepancies they shall take precedence in the order set out above.
4. In consideration of the payment to be made by the Company to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Company to execute, complete and maintain the works in conformity in all respects with the provisions of the contract.
5. The Company hereby covenants to pay the Contractor in consideration of the execution, completion and maintenance of the works the Contract price at the times and in the manner prescribed by the Contract.

IN WITNESS WHEREOF the parties hereto have set their respective hands and seals to this Agreement on the day, year first written above.

SIGNED, SEALED AND DELIVERED.

By the said Name\_\_\_\_\_

On behalf of the Contractor  
in the presence of:

**(END OF SECTION - IX)**

## **SECTION – X**

### **BID REJECTION / EVALUATION CRITERIA (BRC/BEC)**

#### **A. BID REJECTION CRITERIA (BRC) :**

The bid shall conform generally to the Scope of Service and 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.

1. Bids not submitted in specified format as given in **Schedule of Rates (Section – VI)** will summarily be rejected.
2. Bidder shall have to quote for all items as specified in **Schedule of Rates (Section – VI)**. Part offer will be considered as non-responsive and rejected.
3. Bids not complying with Scope of Services and Deliverable Clause given under **Scope of Services** shall be rejected.
4. The team members must essentially have relevant Domestic and International tax advisory experience as given below. Non-compliance with Experience Clause shall be rejected.

#### **Tax and regulatory team**

<b>Level</b>	<b>Experience</b>	<b>In area of work</b>
Team Leader	15 years or more	Tax and Regulatory experience as detailed in Section – IV (Scope of Services)
Team Manager	10 years or more	-do-
Middle level Consultant	5 years or more	-do-
Junior level Consultant	2 years or more	-do-

5. Bidders must demonstrate experience of having advised any hydrocarbon Exploration and Production Company in significant tax matters such as acquisition structuring, alternate capital structures for funding, alternate models/arrangements with a view to mitigate all associated tax risks, transfer pricing, CFC and other anti-avoidance provisions, regulatory restrictions / changes etc. Advisory services of the nature such as TDS compliance / certifications / personnel taxation will not to be considered.
6. The bidders are required to submit the following:
  - i. Profile of the bidder and experience in handling the Domestic and International Tax Advisory Services.
  - ii. Provide the name of the major clients in Upstream and Downstream Companies.
  - iii. Provide the team detail who will work on the assignment along with their bio data, certifying their experiences. The details of at least one member in each level must be provided. The bidder to provide an undertaking that in

- the event of any change in the team member subsequently, another member of similar experience will be replaced in the team under intimation to OIL.
- iv. Undertaking that all the report on work done by the team will be vetted by the Tax Partner of the Consultant.
  - v. Bidder's to provide address in Delhi/NCR including Tel. no/Fax no and contact/nodal person's mobile no and e-mail ID.

7.0 Bid should be submitted in Single Stage Two Bid system as described in Clause No.5.0 of Covering Note (Section-I) of this bid document.

8.0 The offers of the bidders indicating/disclosing prices in techno-commercial unpriced bid or at any stage before opening of price-bid shall be straightaway rejected.

9.0 Offers received in any form other than through OIL's e – portal will not be accepted. Bidders have to submit their offer in Single Stage Two Bid System as described in this bid document, otherwise the offer will be rejected.

10.0 Offers which do not conform to unconditional validity of the bid for 60 (sixty) days from the date of opening of bid will be rejected.

11.0 Prices and rates quoted by Bidders must be held firm during the term of the contract and not be subjected to any variation. Bids with adjustable price terms will be rejected.

12.0 Any Bid containing a false statement shall be rejected.

13.0 There must be no exception to the following Clauses including sub-clauses, as applicable; otherwise the Bid will be rejected.

- Taxes and Duties Clause
- Force Majeure Clause
- Termination Clause
- Arbitration Clause
- Applicable Law
- Liquidated Damage Clause

14.0 If any bidder disagrees to sign confidentiality agreement their offer will be rejected.

15.0 **Integrity Pact:** The Integrity Pact is applicable against this tender. OIL shall be entering into an Integrity Pact with the bidders as per format enclosed vide PROFORMA-III of the tender document. This Integrity Pact proforma has been duly signed digitally by OIL's competent signatory. The proforma has to be returned by the bidder [along with the techno-commercial un-priced bid] duly signed (digitally) by the same signatory who signed the bid, i.e., who is duly authorized to sign the bid. Any bid not accompanied by Integrity Pact Proforma duly signed (digitally) by the bidder shall be rejected. Uploading the Integrity Pact with digital signature will be construed that all pages of the Integrity Pact has been signed by the bidder's authorized signatory who signs the Bid.



## **B. 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. For evaluation purposes the number of hours as indicated in the Schedule of Rates (Price Bidding Format) in **(Section – VI)** will be multiplied with the quoted blended hourly rates to arrive at the total cost. For the purpose of conversion of foreign currency to INR, the Bill selling rate of SBI of the previous day of Bid closing date will be considered.
2. To ascertain the inter-se-ranking, the comparison of the responsive bids will be made on Total Value of the Contract as per Schedule of Rates (Price Bidding Format) in **(Section – VI)** of the tender.
3. 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.
4. The indicative hours mentioned in the Schedule of Rates (Price Bidding Format) in **(Section – VI)** will be used for bid evaluation purposes and should not be treated as representation, explicit or implicit, of such work to be assigned to the Bidder.
5. In the event of discrepancy between the words and figure, words shall prevail and adopted for evaluation.
6. Bidder must submit the signed bid documents complete in all respect along with self-attested copy of all other necessary documents / undertakings.

### **NOTE:**

- i) 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.
- ii) 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.
- iii) If any of the clauses in the BRC contradicts with other clauses of bidding document elsewhere, then the clauses in the BRC shall prevail.

- iv) 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.
- v) The Company will not be responsible for delay, loss or non-receipt of applications for participating in the bid sent by courier and will not entertain any correspondence in this regard.
- vi) Non submission of the documents as specified in BRC above will result in rejection of bids.
- vii) OIL reserves the right to accept or reject any or all the bids at its sole discretion without assigning any reasons.
- viii) The bidders are required to enter into a confidentiality agreement at the time of receiving data/ information/ documents from OIL after award of work.
- ix) Any other point, which arises at the time of evaluation, shall be decided by the Company.

#####

**PROFORMA-I**

(SECTION-X)

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

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

**(Authorised Signatory)**

**Name of the bidder**\_\_\_\_\_

**NOTE:** OIL INDIA LIMITED expects the bidders to fully accept the terms and conditions of the bid document. However, should the bidders still envisage some exceptions/ deviations to the terms and conditions of the bid document, the same should be indicated as per above format and submit along with their technical bids. If the proforma is left blank or not submitted, then it would be construed that the bidder has not taken any exception/deviation to the terms and conditions of the bid document.

**INTEGRITY PACT**

Between

Oil India Limited (OIL) hereinafter referred to as "The Principal"

And

(Name of the bidder).....hereinafter referred to as "The Bidder/Contractor"

**Preamble:**

The Principal intends to award, under laid down organizational procedures, contract/s for Tender no. **CLI7559L16**. The Principal values full compliance with all relevant laws and regulations, and the principles of economic use of resources, and of fairness and transparency in its relations with its Bidder/s and Contractor/s.

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

**Section: 1 Commitments of the Principal**

- (1) The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:
  1. No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for him/herself or third person, any material or immaterial benefit which he/she is not legally entitled to.
  2. The Principal will, during the tender process treat all Bidders with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidders the same information and will not provide to any Bidder confidential/additional information through which the Bidder could obtain an advantage in relation to the tender process or the contract execution.
  3. The Principal will exclude from the process all known prejudiced persons.
- (2) If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the relevant Anti-Corruption Laws of India, or if there be a 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**

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

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

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

If the Bidder, before contract award has committed a transgression through a violation of Section 2 or in any other form such as to put his reliability or credibility as Bidder into question, the Principal is entitled to disqualify the Bidder from the tender process or to terminate the contract, if already signed, for such reason.

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

#### **Section 4 Compensation for Damages**

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

#### **Section 5 Previous transgression**

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

#### **Section 6 Equal treatment 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 intensions.

.....  
**For the Principal**

.....  
**For the Bidder/Contractor**

Witness 1: .....

Witness 2: .....

Place. NOIDA.  
Date .....

**(END OF SECTION-X)**



## **General guidelines to bidders for participating in OIL's e-Procurement tenders**

### **Bid invitations (Tenders)**

The details of e-Procurement tenders can be accessed from our e-Procurement site.  
[https://etender.srm.oilindia.in/sap/bc/gui/sap/its/bbpstart/!](https://etender.srm.oilindia.in/sap/bc/gui/sap/its/bbpstart/)

To view e-Procurement tenders you need to login using your login id & password to view all tenders available for you.

If you do not have a user id, please click on Guest login button to view available open tenders.

### **Pre-requisites to submit tenders on line through e-Procurement Portal**

Bidders should have a valid User Id to access OIL e-Procurement site.

Bidders should have a legally valid Class 3 digital certificate 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.

Tender fee must have been paid, if applicable for the Bid Invitation. If Bidder is exempt from paying tender fee, Bidder must hold exemption from the Tender Officer.

Bidder should fulfill any other pre-requisites mentioned in the tender documents of a specific tender.

### **Instructions for obtaining Digital Certificate**

In order to bid for OIL e-tenders all the vendors are required to obtain a legally valid digital certificate as per Indian IT Act from the licensed Certifying Authorities (CA) operating under the Root Certifying Authority of India (RCAI), Controller of Certifying Authorities (CCA) of India.  
(<http://www.cca.gov.in/>)

#### **Steps for obtaining Digital Certificate**

Visit the site of the licensed CA using internet browser.

Apply online for a class 3 digital certificate for the designated individual with organization name. Ensure the Digital Certificate is legally valid in India.

For making payment and submission of documents required for issue of the Digital Certificate, follow the instructions on the CA's website.

Use the class 3 Digital Certificate thus obtained for online bidding on OIL e-Procurement site.

### **Links to some licensed CA's are provided below**

1. [TCS](#)
2. [Safescrypt](#)
3. [MTNL Trustline](#)
4. [\(n\)Code Solutions](#)
5. [e-mudhra](#)

### Technical Settings

1. **Web Browser Supported:** Microsoft IE Ver 6.0 or higher recommended
2. **Java:** To view some of the components, you need to install Java Internet component JDK 5.0 from <http://java.sun.com/javase/downloads/index.jsp>
3. **Proxy:** If you are unable to access OIL e-Procurement site or Bid Documents, check if you are using proxy to connect to internet or if your PC is behind any firewall. Contact your system administrator to enable connectivity. Please note that standard Port for HTTPS (443) connectivity should be enabled on your proxy/firewall. Dial-up internet connectivity without Proxy settings is another option.
4. **Pop-ups:** Pop-ups should be enabled on OIL e-Procurement URL and Bid Documents URLs. This is required to view tender documents.
5. **Recommended Screen Resolution:** 1024 by 768 pixels.
6. **Internet Speeds:** If you are experiencing slow connectivity to OIL e-Procurement, then contact your system administrator/ISP provider for desirable speeds.
7. **Active-x controls:** Maintain the settings as described in Internet Explorer settings document to enable digital signature signing and verification.

Parameter	Value
Allow Script lets	Enable
Automatic prompting for ActiveX controls	Enable
Binary and script behaviors	Enable
Download signed ActiveX controls	Enable
Download unsigned ActiveX controls	Enable
Initialize and script ActiveX controls not marked as safe	Enable
Run ActiveX controls and plug-ins	Enable
Script ActiveX controls marked safe for scripting	Enable
Use Pop-up Blocker	Disable

8. **Digital signature client SW/component:** To use Digital Signature, a client level Software is required. This is third party software from Safescrypt. This is installed automatically, once you start working on OIL's e-procurement system. A popup will come before it starts installation. You need to ensure you have administrative rights on the PC or the laptop. This installation is one time activity for a PC or Laptop.

\*\*\*

**CONFIDENTIALITY AGREEMENT**

This Agreement is made on-----, -----, by and between:

Oil India Limited (OIL) (OIL hereinafter called as Disclosing Party), a company registered under Companies Act, 1956 and having its registered office at Oil India Limited, Duliajan, Assam, PIN – 786602 and

Organizational Restructuring Consultant (Contractor)

----- (hereinafter referred as the recipient.”).

**RECITALS**

WHEREAS, the Disclosing Party has provided or will provide information to the recipient for the purpose of issue of Bonds for the Disclosing Party for facilitation of assessment to be made by -----.

As part of its work, the Recipient will receive certain strictly confidential or proprietary information, including, but not limited to, data, records, reports, correspondence, notes, studies, documents and contract formats, and other information disclosed about the Company directly or indirectly by the Company and/or its respective affiliates, consultants, advisors and management (the “Confidential Information”).

Any Confidential Information disclosed by the Disclosing Party and/or any of its respective affiliates, management, consultants, directors, advisors or agents under this Agreement, irrespective of whether it is marked confidential or not shall be treated by the Recipient as confidential.

In consideration for the Disclosing Party agreeing to disclose the Information to Recipient, Recipient hereby undertakes and agrees as follows:

- 1.0** Recipient undertakes that any information which the Disclosing Party disclose to Recipient, or to any director, officer, employee, agent or other representative of Recipient, in any form which in any way is required for Recipient’s work with OIL shall be retained in strict confidence and shall not be disclosed or caused or permitted to be disclosed or discussed, published, reproduced or otherwise directly or indirectly to any third party without OIL’s prior written approval and shall not be used by Recipient for any reason other than to conduct the work assigned to him by OIL. The obligation of Recipient to retain Confidential Information in confidence shall not apply to:
  - a)** Information which is now in or hereafter enters the public domain beyond the control of Recipient and without its violation of this Agreement; or

- b) Such information, which Recipient discloses under operation of law, rule or legal process;  
Provided, however, that (i) the burden shall be on Recipient to prove the applicability of one or more of the foregoing exceptions by documentary evidence should the Disclosing Party question the applicability of such exceptions; (ii) as to exception (b), Recipient provides the Disclosing Party with prompt written notice of any request or legal proceeding through which Recipient may be required to disclose such Information under operation of law, rule or legal process.
- 2.0 Recipient agrees to use the Confidential Information solely for the purpose of the work assigned for and for no other purpose.
- 3.0 Recipient agrees not take copies of the Confidential Information without the prior written request of the Disclosing Party.
- 4.0 Recipient agrees to transmit the Confidential Information only to those directors, officers, employees, agents or other representatives who need access to the Confidential Information for the purpose of carrying out its work for the Disclosing Party and who are informed by Recipient of the confidential nature of the Confidential Information and who agree to be bound by the terms of this Agreement. Recipient further agrees to be responsible for any breach of this Agreement by Recipient or any director, officer, employee or other representative of Recipient.
- 5.0 Recipient agrees that all Confidential Information and documents disclosed to Recipient hereunder shall be and remains exclusive property of the Disclosing Party. Any tangible form of the Confidential Information including, but not limited to, documents, papers, computer diskettes and electronically transmitted Information shall be destroyed by Recipient or returned together with all copies thereof to the Disclosing Party promptly upon its request. If such tangible form of the Confidential Information is destroyed, a certification of such destruction executed by a duly authorized officer of Recipient shall be delivered to the Disclosing Party.
- 6.0 Recipient's obligations under this Agreement shall survive the termination of its appointment to carryout its work with the OIL regardless of the manner of such termination, and shall be binding upon its successors and assigns.
- 7.0 Recipient agrees that no failure or delay on the Disclosing Party part in exercising any right, power or privilege under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or privilege preclude any other or further exercise thereof.
- 8.0 Any amendments, changes or modifications to this Agreement must be in writing and executed by authorized officials of both the Parties to this agreement.
- 9.0 This Agreement constitutes the entire agreement of the Recipient and the Disclosing Party with respect to the subject matter thereof and supersedes any and all prior understandings and agreements between the Disclosing Party and the Recipient.
- 10.0 Any disputes, controversy or claim arising out of or relating to this Agreement, or the breach, termination or invalidity thereof, thereof shall be mutually settled. However, in case no such mutual settlement is arrived at, the matter shall be settled by arbitration in accordance with the provision of arbitration of the Indian Arbitration & Conciliation Act, 1996 and any statutory modification or re-enactment thereof and the

Rules made there under and for the time being in force. The venue of arbitration shall be at NOIDA/DELHI unless otherwise agreed by OIL

Oil India Limited	Name of Recipient
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____

WITNESS

- 1.
- 2.

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