

OIL INDIA LIMITED
(A Government of India Enterprise)
CONTRACTS DEPARTMENT
P.O. DULIAJAN – 786602, ASSAM

OIL INDIA LIMITED (OIL) invites sealed bids from chartered Accountants Firms having established offices on India for the following services under single Composite bid system.

IFB No. & Description of Service	DCO8030 P16: Appointment of Tax Auditor for AY 2015-16 (FY 2014-15) "with a provision for extension by another term" at the Sole discretion of the Company, at the same rates, Terms and Conditions
Cost of Bid Document /Bid Security	Rs 500.00 / NIL
Period of issue of Bid Document	14.08.2015 TO 14.09.2015(15:30Hrs)
Bid Closing / Opening Date & Time	15.09.2015 (12:45Hrs / 13:00 Hrs)

Bid Documents (non-transferable) can be obtained from the office of Head (Contracts), Oil India Limited, P.O. Duliajan, Assam-786602 from MONDAY to FRIDAY during office working hours on application along with Bid Document Cost (non-refundable) through a Crossed Demand Draft / Banker's cheque in favour of 'Oil India Limited' payable at Duliajan on any Schedule Bank.

The details of IFB are available at website www.oil-india.com.

All corrigenda, addenda, amendments, time extension, clarifications etc. if any to the tender will be hosted on the website www.oil-india.com. and no separate notification shall be issued in the press. Prospective bidders are requested to regularly visit the website to keep themselves updated.

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

M/s.

TENDER NOTICE NO.: DCO8030P16

Date: 31.07.2015

OIL INDIA LIMITED invites SEALED TENDERS from Chartered Accountant Firms having established offices in India for the under mentioned work/services:

DESCRIPTION OF SERVICE: Appointment of Tax Auditor for AY 2015-16 (FY 2014-15) "with a provision for extension by another term" at the Sole discretion of the Company, at the same rates, Terms and Conditions

SERVICE. PERIOD: 04(Four) Months) with provision for extension by another term at the same rate and terms & Conditions.

"Another term" means the job of another FY/AY.

COMMENCEMENT OF CONTRACT: The date of commencement of Contract shall be mentioned in the Work Order.

LOCATION CONTRACT: Finance & Accounts Department. Oil India Limited, Duliajan.

Bid closing date and Time: 15.09.2015 at 12:45 PM (IST)

Bid opening date and Time: 15.09.2015 at 1:00 PM (IST)

Cost of Bid Document: Rs 500.00

Earnest money deposit: NIL

Security Deposit (Performance Security): NIL.

Conditional/Non Conditional offer as per letter attached:
(Strike out whichever is not applicable)

2.0 SEALED ENVELOPES Containing the Tender shall be marked with the above Tender Number and

Description of work and addressed to the

Head-Contracts

OIL INDIA LIMITED

(A Govt. of India Enterprise)

Contracts Department,

Duliajan, DISTRICT: DIBRUGARH

ASSAM, PIN: 786602

3.0 Tenders will be received upto 12:45 PM (IST) on the date as mentioned above and opened on the same day at 01:00 PM (IST) at the office of Head-Contracts before any attending tenderers. Tender box is placed at the office of Head(Contracts).

However, if the above mentioned closing / opening day of the tender happens to be non-working day due to Bundh / Strike or any other reason, the tenders will be received and opened on the following working day at the same time except on Saturdays.

4.0 The rates shall be quoted per unit as specified in the Schedule of Work (Part II) and shall be in words as well as in figures. No overwriting shall be allowed, but all corrections may be inserted in the blank space above the corrected word / figure and must be initialed. In case of discrepancy the unit rate quoted in words shall be considered to be correct.

5.0 The Company reserves the right to reject any or all the tenders or accept any tender in full or in part, without assigning any reason.

6.0 (a) No Tenderer must withdraw the tender after its public opening. Any such withdrawal will make the tenderer to be debarred from further tendering at the sole discretion of the company and the period of debarment will not be less than 6 (six) months.

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

7.0 The tender must be valid for 180 (One hundred & eighty) days from the date of opening of the tender.

8.0 Conditional tenders are liable to be rejected at the discretion of the Company.

9.0 Tenders can be dropped at the box placed at the office of Contract Department or can be sent by registered post addressed to

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

so as to reach his office before scheduled closing date and time. Company will not be responsible for any postal delay or non-receipt of the same.

10.0 The work may be split up amongst more than one contractor at the sole discretion of the Company.

11.0 The bidders are required to furnish the composition and status of ownership of the firm in whose name tender documents have been purchased/issued along with one or more of the following documentary evidences (which are applicable to the bidder) in support of the same.

01. In case of Sole Proprietorship Firm-Copies of Telephone/Electricity/Mobile Bill, PAN, latest Income Tax Return indicating therein the name, business and residential address, E-mail and telephone numbers of the owner and copies of Service Tax and Central Excise Registration Certificate.

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

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

04. In case of Co-Operative Societies-Copies of Telephone/Electricity/Mobile Bill, PAN, latest Income Tax

Return indicating therein the name, residential address, E-mail and telephone numbers of all the Directors or persons who are at the helm of affairs, registration certificate from Registrar of Co-Operative Societies and copies of Service Tax and Central Excise Registration Certificate.

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

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

07. In case of Trusts registered under the Indian Trust Act - Copies of Telephone/Electricity/Mobile Bill, PAN, latest Income Tax Return indicating therein the name, residential address, E-mail and telephone numbers of all the Trustee or persons who are at the helm of affairs, registration certificate from the Registrar of the state, Trust Deed

12.0 The selected tenderer will be required to enter into a formal contract, which will be based on their tender i.e O.I.L's Standard Form of Contract.

13.0 The work shall have to be started within 15(Fifteen) days from the date mentioned in work order.

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

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

16.0 DISCOUNTS / REBATES.

15.1 Unconditional Discounts/ Rebates if any given in the bid or along with bid will be considered for evaluation.

15.2 Post bid or conditional discounts / rebates offered by any bidder shall not be considered for evaluation of bids. However, if the lowest bidder happens to be the final acceptable bidder for award of contract and if they have offered any discount/rebate, the contract shall be awarded after taking into consideration such discount / rebate. These provisions shall be incorporated suitably in the Bid Document

For HEAD-CONTRACTS

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

WORKS CONTRACT

DCO8030P16

DESCRIPTION OF WORK/SERVICE:-

APPOINTMENT OF TAX AUDITOR FOR AY 2015-16 (FY 2014-15) WITH PROVISION FOR EXTENSION BY ANOTHER TERM, AT THE SOLE DISCRETION OF THE COMPANY, AT THE SAME RATES, TERMS AND CONDITIONS.

PART- I - GCC
GENERAL CONDITIONS OF CONTRACT (GCC)

1.0 DEFINITIONS:

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

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

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

(c) "The Work" means each and every activity required for the successful performance of the services described in **Part-III SCC**, the Terms of Reference.

(d) "COMPANY" means Oil India Limited;

(e) "AUDITOR" means Accountant covered by explanation to section 288(2) of the Income Tax Act, 1961 and meeting the **Pre-Qualified Criteria** set by the Company and who will be successful bidder for providing the services under this Contract.

(f) **"Pre-Qualified Criteria"** means the eligibility criteria set by the Company to participate in the bidding process. The criteria are given below:

The bidder should be a firm of practicing Chartered Accountants having more than 20 years of experience. The bidder should have executed at least 3 assignments of tax audit during the last 3 years of Public Sector Undertakings (PSU) which qualifies as either : Maharatna, Navratna or Miniratna- Category –I or II, out of which one should be in a Oil PSU.

The bidder should submit the following in relation to the above pre-qualification criteria:

- (i) Copy of Registration Certificate of the Chartered Accountancy Firm, issued by ICAI.
- (ii) Self Certified experience Certificate in the letter head of the firm;
- (iii) Copy of Agreement / Letter of Engagement for conducting the Tax Audit assignments as above.

(f) "AUDITOR Personnel" mean the personnel to be provided by the AUDITOR to provide services as per the contract.

(g) "Services" means as defined in the scope of work in **Part III-SCC** and compliance with all other obligations by the AUDITOR pursuant to and in accordance with the terms of this contract

2.0 EFFECTIVE DATE AND DURATION OF CONTRACT:

2.1 The contract shall become effective as of the date COMPANY notifies bidder in writing (through Letter of Award i.e. LOA) regarding awarding of contract. The duration of Contract, shall be reckoned from the date of commencement of Services, which shall not be beyond two weeks from date of LOA and shall end on ----- for Assessment year (A.Y.) 2015-16.

2.2 **Extension of Contract:** The Company at its sole discretion shall have the option to extend the contract for another year i.e. for A.Y. 2016-17 subject to satisfactory performance of the Auditor. Such extension shall be at the same rates, terms and conditions.

3.0 GENERAL OBLIGATIONS OF AUDITOR:

AUDITOR shall, in accordance with and subject to the terms and conditions of this Contract:

3.1 Before commencement of services under the Scope of Work (**Part III-SCC**), the AUDITORS have to prepare a road map and discuss with Head-Accounting Policy or his representative before start of assignment.

3.2 Perform the work described in the Scope of Work (**Part III-SCC**) in most effective & efficient manner and furnish the Reports/suggestion within the scheduled dates.

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

4.0 GENERAL OBLIGATIONS OF COMPANY:

COMPANY shall, in accordance with and subject to the terms and conditions of this contract:

4.1 Pay AUDITORS in accordance with terms and conditions of the contract.

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

4.3 AUDITORS shall be provided all necessary support throughout the period of this contract.

4.4 Perform all other obligations required for the COMPANY by the terms of the contract.

5.0 PERSONNEL TO BE DEPLOYED BY AUDITORS:

5.1 AUDITORS shall provide competent, qualified and sufficiently experienced team of personnel to perform the work. The team should at least include:

- One Chartered Accountant with more than 12 years of post qualification experience;
- One Chartered Accountant with more than 2 years of post qualification experience;
- One Semi qualified Assistant (CA PEII pass out or equivalent) with atleast one year of articleship.

6.0 CONFIDENTIALITY, USE OF CONTRACT DOCUMENTS AND INFORMATION:

6.1 AUDITORS shall not, without COMPANY'S prior written consent, disclose the contract or any provision thereof or the content of any file or document or report or information furnished by or on behalf of OIL in connection therewith, to any person other than a person employed by AUDITORS in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far, as may be necessary for purposes of such performance.

6.2 AUDITORS shall not, without COMPANY'S prior written consent, make use of any document or information provided by COMPANY except for purposes of performing the contract.

6.3 Any document supplied to AUDITORS in relation to the contract, other than the Contract itself, shall remain as the property of COMPANY and shall be returned (in all copies) to COMPANY on completion of AUDITORS performance under the Contract, if so required by COMPANY. All information obtained by or provided to AUDITORS, for providing the tax consultancy, shall be considered confidential and shall not be divulged by AUDITORS or their employees to anyone other than the COMPANY'S

designated personnel. This obligation on the part of AUDITORS shall be in force even after the termination of the contract.

7.0 TAXES:

7.1 Tax levied, under various provisions of Indian Income Tax Act and / or under any other enactment/rules, on income derived/payments received under this contract shall be on AUDITORS account and COMPANY shall not assume any responsibility on this account. Income Tax will be deducted at the prevailing rate from the amount payable to the AUDITORS.

7.2 AUDITORS shall be responsible for payment of personal taxes, if any, for all the personnel deployed by them.

7.3 Service Tax, as applicable, shall be on COMPANY'S account. However, liability for payment of the service tax shall lie on the AUDITORS or as applicable in case fall under reverse charge.

8.0 CHANGES:

8.1 During the performance of the work, COMPANY may make a change in the scope of work mutually agreed within the general scope of this Contract including, but not limited to, changes in methodology, and minor additions to or deletions from the work to be performed. AUDITORS shall perform the work as changed. Changes of this nature will be effected by written order (Change Order) by OIL.

8.2 If any change result in an increase in compensation due to AUDITOR or in a credit due to OIL, AUDITOR shall submit to OIL an estimate of the amount of such compensation or credit in a form prescribed by OIL. Upon review of AUDITORS estimate, OIL shall establish and set forth in the Change Order the amount of the compensation or credit for the change or a basis for determining a reasonable compensation or credit for the change. If AUDITORS disagrees with compensation or credit set forth in the Change Order, AUDITORS shall nevertheless perform the work as changed and the parties will resolve the dispute in accordance with Clause 11 hereunder. AUDITOR performance of the work as changed will not prejudice their request for additional compensation for work performed under the Change Order.

9.0 FORCE MAJEURE:

9.1 In the event of either party being rendered unable by 'Force Majeure' to perform any obligation required to be performed by them under the contract, the relative obligation of the party affected by such 'Force Majeure' will stand suspended 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 parties to the contract and which renders performance of the contract by the said parties impossible.

9.2 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.

9.3 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. Time for performance of the relative obligation suspended by the 'Force Majeure' shall then stand extended by the period for which such cause lasts.

10.0 TERMINATION:

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

10.2 TERMINATION ON ACCOUNT OF FORCE MAJEURE: Either party shall have the right to terminate this Contract on account of Force Majeure as set forth in Article 9.0 above.

10.3 TERMINATION FOR UNSATISFACTORY PERFORMANCE: If at any time, during the first two years of the contract, COMPANY considers that the performance of the AUDITORS is not as per the scope of the work, as specified in the contract, or the quality of their reports/suggestion is not satisfactory, COMPANY shall have the option to terminate this Contract by giving 30 days notice in writing to AUDITORS. The AUDITORS shall, in that event, be entitled to receive the fees up for the services AUDITORS completed by them and the report furnished.

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

10.5 Upon termination of this Contract, AUDITORS shall return all of COMPANY'S items, which are at that time in AUDITORS possession.

10.6 In the event of termination of contract, COMPANY shall issue Notice of termination of the contract with date or event after which the contract will

be terminated. The contract shall then stand terminated and the AUDITORS shall demobilize their personnel & materials.

11.0 SETTLEMENT OF DISPUTES AND ARBITRATION:

11.1 Any dispute under this Agreement will be settled through Arbitration as per Indian Arbitration and Conciliation Act, 1996. Place of Arbitration shall be at Duliajan, Assam. The award made in pursuance thereof shall be binding on the parties.

12.0 NOTICES:

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

Oil India Limited:

<u>For Contractual matters</u>	<u>For Technical matters</u>
Head- Contracts	HEAD-Accounts for DMFA -Tax
Contract Department	F&A Department
Oil India Limited	Oil India Ltd.
Duliajan, Dibrugarh, Assam (786602)	Duliajan; Dibrugarh; Assam (786602)
Ph. No.0374-2808661	Ph: 0374-2806193
E-mail: Contracts@oilindia.in	E-mail: trisonku_kotoky@oilindia.in

AUDITORS

Telephone No:

Fax No. :

Email :

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

13.0 SUBCONTRACTING:

13.1 AUDITORS shall not subcontract or assign, in whole or in part, their obligations to perform under this contract,

14.0 MISCELLANEOUS PROVISIONS:

14.1 AUDITORS shall conform in all respects with the provisions of any Statute, Ordinance of Law and the regulations or bye-law of any local or other duly constituted authority which may be applicable to the services and

with such rules and regulation public bodies and Companies as aforesaid and shall keep the company indemnified against all penalties and liability of every kind for breach of any such Statute, Ordinance or Law, regulation or byelaw.

14.2 AUDITORS key personnel cannot be changed during the tenure of the Contract except due to sickness/death/resignation of the personnel in which case the replaced person should have requisite experience and qualification, which will be again subject to approval by COMPANY.

15.0 LIQUIDATED DAMAGES FOR DEFAULT IN TIMELY COMPLETION:

15.1 Time will be of the essence of the contract.

15.2 In the event of the AUDITORS default in maintaining the agreed completion period set out in the Contract, COMPANY shall have the right to cancel the Contract at any time after expiry of scheduled period without any reference to the AUDITORS and make alternative arrangement at the discretion of COMPANY and in which case the extra expenditure involved over and above agreed, if any, will be recoverable from the AUDITORS and COMPANY shall not be responsible towards such cancellation or any damage that may be incurred in this regard. The decision of OIL shall be final and binding on the AUDITORS.

15.3 COMPANY also reserves the right to cancel the Contract without any compensation whatsoever in case of failure by the AUDITOR to commence operation within the stipulated period.

16.0 LIABILITY:

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

16.2 Neither COMPANY nor its servants, agents, nominees, assignees, Contractor, sub-contractors shall have any liability or responsibility whatsoever for injury to, illness, or death of any employee of the AUDITORS 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, Contractor and sub-contractors. The AUDITORS shall protect, defend, indemnify and hold harmless COMPANY from and against such liabilities and any suit, claim or expense resulting there from.

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

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

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

16.6 Neither the AUDITORS nor its servants, agents, nominees, assignees, Contractors, subcontractors shall have any liability or responsibility whatsoever to whomsoever for injury or illness, or death of any employee of 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 AUDITORS and/or its servants, agents, nominees, assignees, Contractors and sub-contractors. COMPANY shall protect, defend indemnify and hold harmless the AUDITORS from and against such liabilities and any suit, claim or expense resulting there from.

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

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

their employees when such injury, illness or death arises out of or in connection with the performance of the Contract.

17.0 CONSEQUENTIAL DAMAGE:

Except as otherwise expressly provided, neither party shall be liable to the other for special, indirect or consequential damages resulting from or arising out of the contract, including but without limitation, to loss or profit or business interruptions, howsoever caused and regardless of whether such loss or damage was caused by the negligence (either sole or concurrent) of either party, its employees, agents or sub-contractors.

18.0 INDEMNITY AGREEMENT:

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

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

19.0 INDEMNITY APPLICATION:

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

20.0 PAYMENT, MANNER OF PAYMENT, RATES OF PAYMENT & INVOICING PROCEDURE:

20.1 (A) COMPANY shall pay to AUDITORS, the amount due calculated according to the rates of payment set and in accordance with other provisions hereof. No other payments shall be due from COMPANY

unless specifically provided for in this contract. All payments will be made in accordance with the terms hereinafter described.

(B) Total of Professional fees as quoted including the Service Tax thereon at actual rate, payable to the AUDITORS, which shall be the total Contract Value under this Agreement.

(C) The COMPANY shall pay to the AUDITORS in accordance with the following payment terms:

- a) The invoice against **Part III-SCC** services may be raised after successful e-filing of the Tax Audit Report u/s 44AB of the Act.
- b) Payment as per above term will be made within 21 Days from the date of receipt of the invoice.
- c) In case the AUDITORS are required to travel from his usual city of business on request of the Company, the Company will provide or will reimburse travel by air at apex fare in economy class at actual. In case of non-availability of air route, transportation by road/train will be arranged as per the decision of the company.
- d) The boarding & lodging including food, to the extent the facilities are available at the Company's guest houses or nearby area and the local transport shall be arranged & provided by Company at its cost.

20.2 MANNER OF PAYMENT:

All payments due to AUDITORS shall be made by the COMPANY at AUDITORS designated bank. All bank charges will be to AUDITORS account. To enable the COMPANY to arrange e-remittance, the Appendix-I must be filled up/submitted by the bidder along with their bid.

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

20.4 AUDITORS shall submit 2(two) sets of all invoices to COMPANY at the address given under para 12.1 duly superscribed 'Original' and 'copy' as applicable for processing of payment. Such invoice should also contain the PAN No and Service Tax Registration No of the AUDITOR.

20.5 AUDITORS shall submit invoices to COMPANY along with requisite supporting documents for reimbursement of expenditure, if any, as per timeline given under 20.1.(C)(c).

20.6 Payment of invoices, if undisputed, shall be made within 21 days following the date of receipt of invoice by Company after deduction of tax at source as per applicable laws.

20.7 COMPANY shall within 15 days of receipt of the invoice notify AUDITORS of any item under dispute, specifying the reasons thereof, in which event, the payment of the disputed amount may be withheld until settlement of the dispute, but payment shall be made of any undisputed portion. This will not prejudice the COMPANY'S right to question the validity of the payment at a later date as envisaged in sub-clause 20.3 above.

20.8 The acceptance by AUDITORS of part payment on any billing not paid on or before the due date shall not be deemed a waiver of AUDITOR'S rights in respect of any other billing, the payment of which may then or thereafter be due.

21.0 APPLICABLE LAW:

21.1 This Contract shall be deemed to be a Contract made under, governed by and construed in accordance with the laws of India for the time being in force and shall be subject to the exclusive jurisdiction of Courts situated at Dibrugarh in Assam.

21.2 The AUDITORS shall ensure full compliance of various Indian Laws and Statutory Regulations, to the extent applicable for performance under this Contract.

22.0 SUBSEQUENTLY ENACTED LAWS:

22.1 Subsequent to the date of submission of bid, 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 AUDITORS on account of the operation under the Contract, the COMPANY / AUDITORS shall reimburse/pay AUDITORS / COMPANY for such additional/reduced costs actually incurred.

23.0 WAIVER & AMENDMENTS:

23.1 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 both the parties to this Contract. 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.

24.0 SET OFF CLAUSE:

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

25.0 FURNISHING FRAUDULENT INFORMATION/DOCUMENT:

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

IN WITNESS whereof the parties hereinto set there hands and seals the day and year first above written.

SIGNED & DELIVERED FOR AND ON BEHALF OF -----

(Signature of Contractor or his/her/
their legal Attorney)

BY THE HAND OF HIS/ HER/ THEIR PARTNER/LEGAL ATTORNEY

(Full Name of Signatory)

(Seal of Contractor's Firm)

And in presence of

(Name of Witness)
Witness)

Date _____

(Signature of

(Full Name of Signatory)

Address:-

SIGNED & DELIVERED FOR AND ON
BEHALF OF OIL INDIA LIMITED.

(Signature of Acceptor)

Designation:

Date:_____

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

WORKS CONTRACT

Tender No. DCO8030P16

SOQ - Schedule of Work, Unit, Quantities, Rates and Prices.

Service Line No.	Description of Work	Unit in Words	Quantity	Rate per Unit (Figures & Words)	Amount
10	Lumpsum Professional fees for conducting & issuing Tax Audit Report u/s 44AB and its e-filing as per requirement of the Income Tax Act & Rule applicable at the time of issuing & e-filing of it.	Lumpsum	1.000		
					Total Amount(Rs):

Note:-

- Bidders are required to quote financial proposal / fee structure strictly as sought above.
- 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 exclusive of service-tax. Service Tax, as applicable time to time, shall be on company's account, however liability for payment of the service tax shall lie on the Auditor.
- 4. Inter-se-ranking** for commercial evaluation of bid will be done on Total amount quoted in the above table.
- All other taxes are to be borne by the bidder. TDS as applicable shall be deducted and certificate as required under the Income-tax Act 1961 shall be issued.
- The above quoted lump-sum fee are fixed and firm for the entire tenure of the contract and shall be binding on both the parties. No changes in these rates shall be allowed under any circumstances during the tenure of this service agreement.
- In case the Auditor is required to travel from his usual city of business on request of the Company, the Company will provide or will reimburse travel by air at apex fare in economy class at actual. In case of non-availability of air route, transportation by road/train will be arranged as per decision of the company.
- The boarding & lodging including food, to the extent the facilities are available at the company's guest houses or nearby area and the local transport for only outstation visit shall be arranged & provided by company at its cost.
- The Payment term will be guided as per clause 20.0 of **Part-I GCC**.

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

WORKS CONTRACT
Special Conditions of Contract (SCC)

Tender No.: DCO8030P16

(Part III-SCC):

SCOPE OF SERVICES COVERED:

OIL India Limited ("Oil") is a listed company and its books of accounts for FY 2014-15 was jointly audited and signed by the Auditors on 29.05.2015. The provision of sections 44AB of the Income tax Act, 1961 ("the Act") is applicable on the company for FY 2014-15 corresponding to AY 2015-16. For compliance with the same, the Company is inviting bid from eligible firms of chartered accountants for the appointment of Auditors for conducting Tax audit of the company u/s 44AB of the Act and issue of report for the scope of work indicated below:

- I. To conduct audit, prepare the tax audit report in the prescribed format as required under section 44AB of the Act. Issue Tax Audit Report in the prescribed form u/s 44AB of the Act and its e-filing in compliance with the entire requirement applicable at the time of issuing/e-filing of it. Tax Audit Report to be issued in soft copy (preferably scanned in pdf format) and hard copy – 3 sets and e-filing of such report on or before the statutory due-date. The detailed questionnaire for compilation of information relevant for Tax Audit to be provided by the Auditor alongwith necessary guidelines for its compilation as per timelines mutually agreed between the parties.

Timeline / Deliverables:

- i. Timeline will be agreed mutually to complete all the workings by 31st October, 2015.
- ii. Sending of detailed Questionnaire/requisition to all the spheres of the Company to cover all the matters/points concerning the Tax Audit Report within 15 days from the effective date mentioned in the Letter of Award (LOA).
- iii. The Tax Audit Report u/s 44AB must be issued on or before 10th November, 2015.
- iv. The e-filing of the tax Audit report in the prescribed form must be completed at least 10 days before the statutory due date so as to avoid last minute rush and also to leave sufficient time for filing of ITR.

1.0 BID REJECTION CRITERIA (BRC):

The bid shall conform generally to the terms and conditions given in the bid documents. Bidder must meet the pre-qualification criteria set by the Company and submit the supporting for meeting such criteria. Non-compliance will make the bid non-responsive and lead to the bid being summarily rejected without any further evaluation. Notwithstanding the general conformity of the bid to the stipulated specifications, the following requirements will have to be particularly met by the bidder(s) without which the same will be considered as non-responsive and rejected.

A) GENERAL:

The bidder must submit the self-attested copy of following:

- i. Registration certificate of the firm issued by ICAI.
- ii. Engagement letter of Tax Audit of PSU for last 3 years
- iii. PAN Card
- iv. Service Tax Registration Certificate
- v. Any utility bill;
- vi. Profile of Firm
- vii. List of team members with Membership Nos.
- viii. Bio-Data of team members.

B) TECHNICAL:

- 1.1 Bids not submitted in specified format, if any provided, will summarily be rejected.
- 1.2 Bidder shall have to quote for all items as specified in Part II-SOQ. Part offer will be considered as non-responsive and rejected.
- 1.3 The team members must essentially have relevant experience in executing tax Audit assignments and an undertaking to this effect should be provided on the firm's letter head. Non-compliance with Experience Clause as given below shall disqualify the bidder.

Level	Experience required	In area of work
Principal Member	12 years or more (Post qualification experience)	Tax Audit Assignment and expertise in Direct Tax issues.
Junior Member	2years or more (Post qualification experience)	-do-

Semi Qualified Assistant (CA PE-II or equivalent Pass out)	At least 1 year of article ship	
--	---------------------------------	--

1.4 Bids not complying with Scope of Services and Timeline/Deliverable Clause given under **Part III – SCC** shall be rejected.

1.5 Bids not complying with Payment Terms given under clause 20 of **Part I – GCC** shall be rejected.

1.6 It will be assumed that all the terms & conditions of the tender are agreed by the bidder except as pointed out by the bidder in his bid.

C) COMMERCIAL:

1.1 Bids are invited under open composite bid system i.e., Technical as well as Commercial bids together in single offer.

1.2 Bidders must offer firm rates in Indian Rupees (₹) only. Rates quoted by the successful bidder must remain firm during the entire period of execution of the contract and not subject to variation on any account whatsoever. A bid submitted with an adjustable price quotation will be treated as non-responsive and rejected.

1.3 The Bid documents are not transferable. Bids submitted by parties to whom Tender was not issued will be rejected.

1.4 Since bid is not invited through OIL's e-portal, so the bid received through Courier/by hand will only be accepted for evaluation. Any bid received in the form of Telex/Cable/Fax/E-Mail will not be accepted. However in case of any clarification on bid, the E-Mail mode can be considered.

1.5 Bids shall be typed or written in indelible ink and Original bid shall be signed and submitted by the bidder or his authorized representative, failing which the bid may be rejected. In case bid is signed by authorized representative of the firm, **the authorization letter in original on firm's letter head must be enclosed.**

1.6 Bids shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by bidder, in which case such corrections shall be initialed by the person(s) signing the bid. However, white fluid should not be used for making corrections. Any bid not meeting this requirement shall be rejected.

1.7 Bids must be kept valid for a minimum period of 180 days from the date of opening of the tender. Bids with inadequate validity will be rejected.

1.8 Bidders must quote clearly and strictly in accordance with the Price Bid Format of the bidding document given under **Part-II SOQ**; otherwise the bid will be summarily rejected. The Bids in which the rates for any part of the work are not quoted shall be rejected. However, if no charge is involved for any of the item, **#NIL#** should be mentioned against such part of work.

1.9 Bidder must accept and comply with the following clauses as given in the Bidding Document (Part I - GCC) in Toto, failing which offer will be rejected

- a) Force Majeure clause
- b) Tax liabilities clause
- c) Arbitration clause
- d) Applicable Law
- e) Liquidated Damage clause

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

2.0 BID EVALUATION CRITERIA (BEC)

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

- 1.0 To ascertain the inter-se-ranking, the comparison of the responsive bids will be made on Grand Total Value of the Contract as per Price Bid Format attached as **Part II - SOQ** of the tender.
- 2.0 To evaluate the inter-se-ranking of the offers, all Tax/levies will be considered as per prevailing Govt. guidelines as applicable on bid closing date. Bidders may check this with the appropriate authority while submitting their offer.
- 3.0 In the event of discrepancy between the words and figure, words shall prevail and adopted for evaluation.

4.0 Bidder must submit the signed bid documents complete in all respect along with undertakings in original and self -attested copy of all other necessary documents.

NOTE:

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

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

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

3.0 If any of the clauses in the BRC contradicts with other clauses of bidding document elsewhere, then the clauses in the BRC shall prevail.

4.0 The originals of all documents furnished by bidder(s) as a self attested copy shall have to be produced by bidder(s) to OIL as and when asked for.

5.0 OIL will not be responsible for delay, loss or non-receipt of applications for participating in the bid sent by courier and will not entertain any correspondence in this regard.

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

7.0 OIL reserves the right to accept a higher bid and/ or accept or reject any or all the bids at its sole discretion without assigning any reasons.

8.0 Any other point, which arises at the time of evaluation, shall be decided by OIL.

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

WORKS CONTRACT

Schedule of company's Plants, Materials and Equipments

Tender No.: DCO8030P16

Not Applicable

To
 HEAD-CONTRACTS
 Oil India Limited
 DULIAJAN

SUB:SAFETY MEASURES
Tender No : DCO8030P16

Description of work/service :

APPOINTMENT OF TAX AUDITOR FOR AY 2015-16 (FY 2014-15) WITH PROVISION FOR EXTENSION BY ANOTHER TERM, AT THE SOLE DISCRETION OF THE COMPANY, AT THE SAME RATES, TERMS AND CONDITIONS

Sir,

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

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

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

- i) _____
- ii) _____
- iii) _____

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

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

d) We hereby accept the responsibility for the safety of all the personnel engaged by us and for the safety of the Company's personnel and property involved during the course of our working under this contract. We would ensure that all the provisions under the Oil Mines Regulations, 1984 and other safety rules related to execution of our work would be strictly followed by our personnel. Any violation pointed out by the Company's Engineers would be rectified forthwith or the work suspended till such time the rectification is completed by us and all expenditure towards this would be on our account.

e) We confirm that all persons engaged by us would be provided with the necessary Safety Gears at our cost.

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

(Seal)

Yours Faithfully

Date_____

M/s_____

CONTRACTOR
 FOR & ON BEHALF OF