

OIL INDIA LIMITED
(A Govt. of India Enterprise)

CONTRACTS DEPARTMENT
P.O. Duliajan, Dist - Dibrugarh
Assam, India, PIN-786602
TEL: (91) 374-2800548
E-mail: contracts@oilindia.in
Website: www.oil-india.com

COVERING LETTER/INSTRUCTION TO BIDDERS (ITB)

M/s. _____

Sub.: Appointment of Cost Auditor for FY 2020-21

Dear Sir(s),

OIL INDIA LIMITED (OIL) invites sealed bids from Cost Audit Firms having established offices either at Guwahati, Kolkata or Delhi for the following services at OIL's offered rates as per following terms & conditions:

(i)	IFB No.	:	DCO4260P21
(ii)	Location of Work	:	Oil India Limited – All spheres
(iii)	Duration of the Contract	:	01 (one) year from the date of issue of work order. The Contract shall have a provision of extension for another 01 (one) year at the same terms & conditions.
(iv)	Mobilization Period	:	N.A.
(v)	Tender Fee	:	Nil.
(vi)	Bid Security / EMD	:	Nil.
(vii)	Period of bid submission	:	06.05.2020 to 04.06.2020 till 12:45 p.m.
(viii)	Bid Opening Date & Time	:	04.06.2020 at 02:00 p.m.
(ix)	Bid Submission Mode	:	Bids must be submitted in duly SEALED ENVELOPE, subscribed with the Tender No., Brief description of Service, bid closing date on top.
(x)	Bids to be addressed to	:	CGM-Contracts, Contracts Department, Oil India Limited, Duliajan-786602, Assam, India.

(xi)	Bid Opening Place	:	Office of CGM-Contracts Contracts Department, Oil India Limited, Duliajan-786602, Assam, India.
(xii)	Bid Validity	:	90 (Ninety) days from actual date of bid opening
(xiii)	Amount of Performance Security	:	Nil.

2.0 Bid documents may be downloaded from OIL's website (www.oil-india.com) or may be obtained from the office of CGM-Contracts, Oil India Limited, P.O. Duliajan, Assam-786602 within the period mentioned above. Bidders are to note that bid documents are to be downloaded /collected well in advance for timely submission of bids. OIL will not be held responsible for any delay in this regard.

3.0 Bid Document consist of the following:

- a) Covering Letter/Instruction to Bidders (ITB)
- b) Special Conditions of Contract (SCC): **Part-I**
- c) BEC-BRC: **Part-II**
- d) General Conditions of Contract (GCC): **Part-III**
- e) Annexures

4.0 TRANSFERABILITY OF BID DOCUMENTS:

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

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

5.0 AMENDMENT OF BIDDING DOCUMENTS:

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

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

6.0 PREPARATION OF BIDS:

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

6.2 Documents to be submitted:

- (i) Offer has to be submitted as per the format provided in **Annexure-I** and **Annexure-II** of the tender document,
- (ii) Self-Declaration as per the format provided in **Annexure-III** (Refer sub-para 2 to 9 of Para IV of SCC Part-I)
- (iii) Self-Attested documents in support of the Qualification criteria as mentioned in BEC-BRC Part-II,
- (iv) Any other document as per tender requirement.

The original and all copies of the bid shall be typed or written in indelible inks and shall be signed by the Bidder to bind the Bidder to the contract.

7.0 The bid should be submitted strictly as per the terms & conditions laid down in the bid document in duly SEALED ENVELOPE as mentioned above. The bids may be sent to the office of CGM-Contracts by post / courier or may be dropped in the Tender box placed at the office of CGM-Contracts well in advance such that the bids are received at the office of CGM-Contracts before scheduled closing date and time. Company will not be responsible for any postal delay or non-receipt of the bids.

8.0 MODIFICATION AND WITHDRAWAL OF BIDS:

8.1 Bidder must not modify / withdraw their bid after its public opening. Any such withdrawal will make the bidder to be debarred from further tendering at the sole discretion of the company.

8.2 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.

9.0 EXTENSION OF BID SUBMISSION DATE:

9.1 Normally no request for extension of Bid Closing Date & Time will be entertained. However, OIL at its discretion, may extend the Bid Closing Date and / or Time due to any reasons.

10.0 BID OPENING AND EVALUATION:

10.1 Bid will be opened on scheduled Bid opening date & time.

10.2 In case it happens to be a bundh / holiday, the tender will be opened on the next working day (except Saturday). Accordingly, Bid Closing Date / time will get extended up to the next working day and time (except Saturday).

10.3 OIL shall examine bids to determine whether they are complete, whether documents have been properly signed and whether the bids are generally in order.

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

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

10.6 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.

10.7 The Company may waive minor informality or non-conformity or irregularity in a bid, which does not constitute a material deviation, provided such waiver, does not prejudice or affect the relative ranking of any Bidder.

11.0 EVALUATION OF BIDS:

11.1 OIL will evaluate and compare the bids as per BEC-BRC of the tender document.

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

12.0 CONTACTING THE COMPANY:

12.1 Except as otherwise provided in Clause 10.0 above, no Bidder shall contact OIL on any matter relating to its bid, from the time of the bid opening to the time the Contract is awarded except as required by OIL vide sub-clause 10.4.

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

13.0 OIL' S RIGHT TO ACCEPT OR REJECT ANY BID:

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

14.0 AWARD CRITERIA:

14.1 OIL will award the Contract to the successful Bidder provided that the bidder is determined to be qualified to perform the Contract satisfactorily.

15.0 NOTIFICATION OF AWARD:

The successful bidder shall be notified by the Company of its intention to enter into an Agreement with him/her/them on the basis of his/her/their acceptance of the offer. The Letter of Award (LOA) along with Annexures shall constitute the binding contract between OIL and the bidder.

16.0 The bidders are required to furnish the composition and status of ownership of the firm in whose name bids will be submitted to the company (OIL) with one or more of the following documentary evidences (which are applicable to the bidder) in support of the same.

16.1 Copies of Telephone/Electricity/Mobile Bill, PAN card, 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 copy of GST Registration Certificate.

OIL now looks forward to your active participation in the IFB.

Thanking you.

Yours faithfully,
OIL INDIA LIMITED

(SHASHANK KUMAR TRIPATHI)
SENIOR OFFICER - CONTRACTS
For **CGM - CONTRACTS**
For **RESIDENT CHIEF EXECUTIVE**

SPECIAL CONDITIONS OF CONTRACT (SCC):

DESCRIPTION OF WORK: Appointment of Cost Auditor for FY 2020-21.

INTRODUCTION:

Oil India Limited (OIL, hereinafter referred to as the 'Company') is an Indian public sector company in the business of hydrocarbon exploration and production with operational headquarters in Duliajan, Assam, India under the administrative control of the Ministry of Petroleum and Natural Gas of the Government of India. The Company's corporate office is located in Noida, Uttar Pradesh.

OIL is engaged in the business of exploration and production of crude oil and natural gas, transportation of crude oil and petroleum products and production of liquid petroleum gas. The area of operation of the Company is mainly in Assam, Arunachal Pradesh and Rajasthan for nominated blocks whereas JV Blocks are spread across India. The Company presently produces around 3.24 MMTPA (Million Tonnes Per Annum) of crude oil, around 2662 MMSCM (Million Standard Cubic Meter Per Annum) of Natural Gas, around 33,000 Tonnes of LPG annually and transports over 8.5 MMTPA of crude oil and petroleum products.

Besides, OIL owns and operates a 12 pair dedicated OFC network having total length of 1200 km (approx.) stretching from Naharkatiya to Barauni, out of which 6 pair of dark optical fibre cable and 16 MB of Bandwidth has been leased out.

Further, OIL has generation capacity of 174.10 MW of wind power and 14 MW of solar power as on 31.03.2019, besides the Captive Power Plant at Duliajan with generation capacity of 49.18 MW.

MAINTENANCE OF COST RECORDS AND COST AUDIT IN OIL INDIA LIMITED:

OIL is currently covered under The Companies (Cost Records and Audit) Rules, 2014 and its subsequent amendments vide notifications issued by Central Govt. under sub-section (1) and (2) of section 469 and section 148 of the Companies Act, 2013.

Product and Services to be covered under the audit and the scope of cost audit shall be as per the relevant section/orders/clarifications/notifications issued from time to time by the Central Govt.

APPOINTMENT OF COST AUDITOR:

The Company intends to appoint a firm of Cost Accountants for the financial year 2020-21 with scope for extension for another year at the same rates, terms and conditions at the discretion of the Company.

I. Scope of Work:

The scope of work is detailed as under:

1. Cost audit in accordance to the provisions of the Companies Act, 2013 and rules laid down under the Companies (Cost Records and Audit) Rules, 2014 in respect of designated locations/ work centres of the Company including JVCs activities. Cost audit shall also be in adherence to the relevant orders/clarification/ notifications, issued from time to time by Cost Audit Branch, Ministry of Corporate Affairs, Govt. of India and the Cost Accounting Standards issued by the Institute of Cost Accountants of India.
2. Submission/e-filing of Cost Audit Report along with Annexure to the company/MCA, Government of India, within the scheduled date and in the manner as specified / prescribed by MCA.
3. Cost audit firms so appointed shall commence cost audit and submit Cost Audit Report for the Company as a whole within the time schedule communicated by the Company.
4. Presentation of the findings of cost audit and suggestion for improvement if any to Audit Committee/Board.
5. Cost Audit firm so appointed shall convert the Audit report along with the Annexures in XBRL mode for e-filing, if required.
6. Compliance with any other instructions / notifications / circulars issued in respect of cost audit under applicable Companies Act/other laws.

II. Audit Team

1. **Team Leader:** Team Leader should have experience of conducting large size cost audit.
2. **Team Members:** The Team Leader is to be supported by adequate number of qualified team members and support staff.

III. Remuneration

1. The appointed Cost Audit firm shall be paid Audit fee of Rs.3.00 Lakh plus applicable taxes and Out-of-pocket expenses on actual basis. The fee mentioned above includes the remuneration for converting the Audit report along with annexure in XBRL mode, required for e-filing. Payment will be made within 30 days of completion of the job as per scope of work including converting the Audit report along with annexure in XBRL mode, required for e-filing. TDS, as applicable, shall be deducted and certificate as required under Income Tax Act 1961 shall be issued.
2. Apart from remuneration (Fee) mentioned above, Company will provide Boarding and Lodging in its Guest House / hotel and train/ air ticket for members of Audit as per the Company's rule.

IV. Terms and Conditions

1. The tenure of appointment shall be at the sole discretion of the Company. The tenure of appointment is for one year with the scope for extension for another year at the same rates, terms and conditions. However, it is expressly stated here that the said tenure is not to be construed as assured and the Company reserves the right not to re-appoint at its sole discretion or as per the provisions of the applicable statutes, without assigning any reason thereof;
2. The audit firm must not sub-contract the work;
3. The audit team will work in strict confidentiality and will ensure that the cost data, cost statement and cost information in respect of the operation of the location / work center / Company is dealt with in strict confidence and secrecy. A Certificate towards maintaining confidentiality is to be provided by the Cost Auditor on receipt of appointment letter and before commencement of Audit;
4. No partner of the Audit Firm is related to Managing Director/whole time Director or part time Director of the Company within the meaning of Section 2 (77) of the Companies Act, 2013;
5. Neither the firm nor its partner or associates should have any interest in the business of Company;
6. The auditor will be required to issue certificate of Independence;
7. The auditor/ firm shall have primary responsibility to ensure that the limits specified under Section 141(3) (g) of the Companies Act, 2013 are not violated;
8. The auditor/ firm shall be free from any disqualification under Sub-section (3) of Section 141 of the Companies Act, 2013. In addition to this, the auditor/ firm must not be holding any assignment as Statutory Auditor or Internal Auditor of Oil India Ltd. or its Joint / Overseas Ventures;
9. Any other compliance/declaration, if any, required under Companies Act, 2013.

V. Debarring provisions:

The appointment of the Auditor will stand cancelled forthwith without any prejudice to all available legal or any other remedy / recourse to OIL in the following cases:

1. If the Firm obtains the appointment on the basis of false information / mis-statement.
2. If the Firm does not take up audit in terms of appointment letter.
3. If the Firm fails to maintain/honour confidentiality and secrecy of the Company's cost data, cost statement and cost information.
4. If the Firm fails to comply with any of the conditions given in Sub-para 2 to 9 of Para IV above.

In any of the above cases, action will be taken as per OIL's Banning Policy dated 06.01.2017 available in OIL's website www.oil-india.com.

BID EVALUATION CRITERIA / BID REJECTION CRITERIA (BRC)

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

I. Technical:

1. Only Firms of Cost Accountants registered with the Institute of Cost Accountants of India (ICAI) shall be considered for appointment as Cost Auditors for conducting Cost Audit of the Company.
2. For the purpose of better co-ordination and smooth functioning, firms having established offices either at Guwahati, Kolkata or Delhi [as stated in of Para II (1)] shall only be considered for appointment as cost auditors.
3. The Prospective Audit Firm (bidder) must have minimum of 5 (five) years of audit experience without any break.
4. The Prospective Audit Firm (bidder) must have minimum of 3 (three) qualified partners out of which 2 (two) must be fellow member (FCMA) holding certificate of practice issued by Institute of Cost Accountants of India and should be in whole time practice.
5. The Prospective Audit Firm (bidder) must have a minimum of 2 (two) years' experience in conducting cost audit of companies having turnover equal to Rs.250 crore or more in preceding two financial years i.e., FY 2017-18 and FY 2018-19.
6. The leader of Audit team should be a partner or proprietor of the Firm being FCMA having 15 years of post-qualification experience.
7. In addition to 6. above, the Audit team should have at least two qualified CMAs.

II. Selection Criteria

1. Since the major area of operations of the Company is in Assam and Arunachal Pradesh and Corporate Office is located in NOIDA, for better co-ordination and smooth functioning, Cost Audit firms having established offices either at Guwahati, Kolkata or Delhi should apply.
2. Firms who have served in the capacity of Cost Auditors of the Company in the past can apply only if 2 (two) years have elapsed from the last year of assignment held with the company.
3. The Criteria for technical evaluation of Audit firms is given in Para 4 below.
4. The basis for evaluation will be on points secured in the parameters given in **Annexure-A**. Bidders are requested to fill up **Annexure-II** which will be considered for technical evaluation purpose.

III. Basis for rankings:

1. The Firm with the highest total technical score will be considered for award of contract.
2. In case of a tie in total technical score, the following sequence shall be adopted for breaking the tie:

- a. Firm with longer experience will be preferred based on the year of establishment.
- b. If tie is not broken by (a) above then, Firm with a higher number of Fellow Members of the Institute of Cost Accountants of India as partners will be considered.
- c. If tie is not broken by (a) and (b) above then, Firm with higher number of Full-time Associate Members of the Institute of Cost Accountants of India as partners will be considered.
- d. If tie is not broken by (a) (b) and (c) above then, draw of lots shall be adopted.

IV. Documentary evidences:

Documentary evidences in support of criteria as mentioned in Annexure-A (also refer to Para I of BEC) required to be submitted are as under:

- a. **Firm's Experience [Criteria 1(a) of Annexure A]:** Self Certified copy of the Firm Registration certificate issued by the Institute of Cost Accountants of India (ICAI).
- b. **Fellow/Associate Membership of Partners [Criteria 1(b) of Annexure A]:** Self Certified copy of the membership and Certificate of practice issued by the Institute of Cost Accountants of India (ICAI).
- c. **Turnover of the Firm [Criteria 1(c)]:** Self Certified copy of audited accounts of the Firm for FY 2018-19.
- d. **Full-time Qualified Assistants/Employee [Criteria 2 of Annexure A]:** Self Certified copy of the membership of their respective Institutes and copies of the appointment letters.
- e. **Firm Exposure/ Experience during last 5 years [Criteria 3 of Annexure A]:** Name of the company, financial year audited along with self-certified copy of appointment letter issued by the Companies/ acknowledgements of cost audit report uploaded/ submitted with MCA.
- f. **Exposure to Cost Auditing under ERP environment [Criteria 4 of Annexure A]:** Self certified undertaking specifying name of the Company, financial year in which audit was carried out confirming that Audit has been done where record cost was maintained in SAP-ERP based environment.

In case, documentary evidence as specified above is not provided, the offer shall be liable for rejection.

V. General:

1. Bid received with validity of offer less than **90 (Ninety) days** from the actual date of Bid closing will be rejected.
2. The offer should be submitted strictly as per the terms and conditions laid down in the document. The offer has to be submitted as per the format provided in **Annexure-I** and **Annexure-II** of the tender document. The same should be accompanied by Self Declaration given in **Annexure-III** (Refer sub-para 2 to 9 of Para IV of SCC). The offer should be submitted in duly sealed envelope clearly mentioning the Tender no., brief description, bid closing date on the envelope.

3. Necessary Documentary evidences in support of all the criteria mentioned above must be submitted along with the bid, failing which bid will be rejected.
4. Bidder(s) must note that requisite information(s) as required in the BEC-BRC & Tender must be clearly understandable from the supporting documents submitted by the Bidder(s); otherwise Bids shall be rejected.
5. All the pages of the terms and conditions and documents submitted are to be signed with the seal of the firm.
6. Overwriting/correction/erasing and/or use of white ink should be avoided in the Offer. However, if any overwriting/correction/erasing is inevitable, the same should be authenticated with the signature of the applicant (partner).
7. No bid shall be considered / entertained through any other mode like e-mails, fax etc.
8. Bid not quoted as per bidding format will be rejected.
9. The last date for receipt of the bid will be as per NIT. No bid shall be entertained after this date.
10. To ascertain the substantial responsiveness of the bid the Company reserves the right to ask the bidder for clarification in respect of clauses covered under BEC/BRC also and such clarifications fulfilling the BEC/BRC clauses in toto must be received or before the deadline given by the company, failing which the offer will be will be evaluated based on the submission. However, mere submission of such clarification shall not make the offer responsive, unless company is satisfied with the substantial responsiveness of the offer.
11. If any of the clauses in the BEC-BRC contradict with other clauses of bidding document elsewhere, the clauses in the BEC-BRC shall prevail.
12. OIL will not be responsible for delay, loss or non-receipt of applications for participating in the bid sent by mail and will not entertain any correspondence in this regard.

Sl. No.	Parameter	Evaluation Criteria	Basis of Marks	Point(s) per Criteria	Maximum Marks
1. Strength of Firm					
1(a)	Firm's Experience	Year of establishment of the Firm since date of registration with the Institute of Cost Accountants of India (ICAI)	Number of Years since Firm's Registration in the present name without any break as on 31.03.2019	1 Mark per complete financial year (part of year will be not considered)	15
1(b)	Fellow/Associate Membership of Partners	Number of partners in the Firm (The partners must be holding certificate of practice issued by Institute of Cost Accountants of India and should be in whole time practice)	Name, Qualification and membership number of each Partner specifying Fellow or Associate.		15
		-Fellow Partners	Full-time Fellow Partner means having association with one firm only and "other than full time" means FCMA having association in more than one firm.	3 Marks each for full-time FCMA's and 1 marks each for "other than full-time" FCMA's	
		-Associate Partners	Full-time Associate Partner means having association with one firm only .	2 Marks each for full-time ACMA's	
1(c)	Turnover of the Firm	Turnover of the Firm in FY 2018-19.	Turnover above Rs. 50 Lakhs	5 marks	5
			Turnover less than or equal to Rs. 50 Lakhs	3 marks	
2. Manpower Strength of the Firm					
	Full-time Qualified Assistants/ Employees	Number of qualified assistants (Cost/ Chartered accountant) in the Firm. They shall be members of their respective Institutes.	Name and Qualification of each Qualified Assistant/ Employee specifying Fellow or Associate of respective Institutes.	1.5 Marks per qualified assistant / employee	12

Sl. No.	Parameter	Evaluation Criteria	Basis of Marks	Point(s) per Criteria	Maximum Marks
3. Firm Exposure/ Experience during last 5 years					
	Cost Audit Experience	The Firm having the experience in conducting statutory Cost Audit in Central /State PSUs / Private sector Companies			
3(a)	In Public Sector Companies	For Cost Accounting Records (Petroleum Industry) Rules, 2002 / 2011 & Companies (Cost Records and Audit) Rules, 2014 for companies covered under Table (A) Sl. No. 3 of Rule 3.	Number of Companies audited during the preceding 5 financial years i.e., 2014-15 to 2018-19.	3 marks per company and maximum 6 marks per financial year will be given	15
3(b)	In Private Sector Companies whose turnover is equal to or more than Rs.250 Crore.	For Cost Accounting Records (Petroleum Industry) Rules, 2002 / 2011 & Companies (Cost Records and Audit) Rules, 2014 for companies covered under Table (A) Sl. No. 3 of Rule 3.	Number of Companies audited during the preceding 5 financial years i.e., 2014-15 to 2018-19.	2 marks per company and maximum 4 marks per financial year will be given	15
3(c)	In Public Sector Companies whose turnover is equal to or more than Rs. 250 Crore.	Other than Petroleum Industry Records Rules & companies other than those covered under Table (A) Sl. No. 3 of Rule 3 to Companies (Cost Records and Audit) Rules, 2014	Number of Companies audited during the preceding 5 financial years i.e., 2014-15 to 2018-19.	2 marks per company and maximum 4 marks per financial year will be given	10
3(d)	In Private Sector Companies whose turnover is equal to or more than Rs.250 Crore.	Other than Petroleum Industry Records Rules & companies other than those covered under Table (A) Sl. No. 3 of Rule 3 to Companies (Cost Records and Audit) Rules, 2014	Number of Companies audited during the preceding 5 financial years i.e., 2014-15 to 2018-19.	1 mark per company and maximum 2 marks per financial year will be given	5

Sl. No.	Parameter	Evaluation Criteria	Basis of Marks	Point(s) per Criteria	Maximum Marks
4. Exposure to Cost Auditing under ERP environment					
	Proficiency in System	Exposure in SAP Environment – For Cost Audit	Number of Companies where Audit of cost record maintained in SAP based environment has been done during the preceding 5 financial years i.e., 2014-15 to 2018-19.	0.5 mark per company and maximum 2 marks per financial year will be given	8
Grand Total					100

GENERAL CONDITIONS OF CONTRACT (GCC)

DESCRIPTION OF WORK/SERVICES: Appointment of Cost Auditor for FY 2020-21.

WITNESSETH:

1.0 a) The contractor hereby agrees to carry out the work set down in the Scope of work under SCC Part-I of tender document.

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

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

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

3.0 The Contractor hereby undertakes to indemnify the Company against all claims which may arise under GST Act. or any other Acts or Statute not here in specifically mentioned having bearing over engagement of workers directly or indirectly for execution of work. The Contractor shall not make the Company liable to reimburse the Contractor for the statutory increase in the wage rates of the Contract Labour appointed by the Contractor. Such Statutory increase in the wage rates of Contract Labour shall be borne by the contractor.

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

5.0 SUBSEQUENTLY ENACTED LAWS:

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

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

7.0 ARBITRATION:

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

Place of Arbitration: Duliajan

8.0 FORCE MAJEURE:

In the event of either party being rendered unable by 'Force majeure' to perform any obligations required to be performed by them under the contract the relative obligations of the party affected by such 'Force Majeure' shall upon notification to the other party be suspended for the period during which force majeure event lasts. The cost and loss sustained by the either party shall be borne by the respective parties.

The term 'Force Majeure' as employed herein shall mean acts of God, earthquake, war (declared/undeclared) revolts, riots, fires, floods, rebellions, explosions, hurricane, sabotage, civil commotions, and acts and regulations of respective Govt. of the two parties, namely the Company and the contractor.

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

10.0 SET OFF CLAUSE:

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

11.0 FURNISHING FRAUDULENT INFORMATION/DOCUMENT:

If it is found that a Bidder/Contractor has furnished fraudulent document/information, the party shall be debarred as per OIL's Banning Policy dated 06.01.2017 available in OIL's website www.oil-india.com.

Format of the Offer		
1	Name of the Cost Auditor /Firm of Cost Auditor (Indicate whether Proprietary Concern or Partnership Firm)	
2	i. Registration number of the Cost Audit Firm with Institute of Cost Accountants of India (ICAI)	
	ii. Permanent Account Number (PAN) of the Firm	
	iii. GSTIN of the Firm	
3	Particulars of the Cost Audit Firm:	
	i. Address of the Firm as registered with Institute of Cost Accountants of India (ICAI)	
	ii. Telephone number with STD Code/Mobile Number(s)	
	iii. Email address of the Firm	
	iv. Website of the Firm	
	v. Bank Account No. / IFSC code	
4	Whether Cost Audit of Oil India Ltd. has been conducted earlier. (If yes, the financial years for which the cost audit has been conducted shall be given.)	

All the pages of offers and documents are to be signed by the partner/owner of the firm along with seal of the firm.

Declaration:

I, _____ Partner / owner of the Firm _____, hereby declare that the above information furnished by me is true and correct to the best of my knowledge. I have read and will abide by all the Terms and Conditions set by the Company for empanelment as Cost Auditor.

Place:

Date:

Signature and seal of the firm

TECHNICAL EVALUATION CRITERIA FORMAT						
SL No.	Parameter	Description of Parameter	To be filled by the bidder			Document Submitted
1. Strength of Firm						
1(a)	Firm's Experience	Number of years since the Firm's Registration in the present name without any break.	Number of years			
1(b)	Numbers of Fellow/Associate Membership of Partners	Name, Qualification, membership number and experience of each Partner specifying Fellow or Associate	FCMA (full time) / FCMA (part time): 1. 2. 3. So on			
			ACMA (full time): 1. 2. 3. So on			
1(c)	Turnover of the Firm	Turnover in `Lakh	FY 2016-17:			
2. Manpower Strength of the Firm						
	Qualified Assistants/Employee	Name and Qualification of each Qualified/Semi-Qualified Assistant, Employee	Qualified Assistant / Employee: 1. 2. 3. So on			
3. Firm Exposure/ Experience during the preceding 5 financial years i.e. 2014-15 to 2016-17.						
3(a)	In Public Sector Companies	Cost Audit done for companies covered under Cost Accounting Records (Petroleum Industry) Rules, 2002 / 2011 & Companies (Cost Records and Audit) Rules 2014 for companies covered under Table (A) Sl. No. 3 of Rule 3.	Name of Company	Year of Audit	Name of the Cost Record Rule	

<u>TECHNICAL EVALUATION CRITERIA FORMAT</u>						
SL No.	Parameter	Description of Parameter	To be filled by the bidder			Document Submitted
3(b)	In Private Sector Companies whose turnover is equal to or more than Rs. 250 Crore.	Cost Audit done for companies covered under Cost Accounting Records (Petroleum Industry) Rules, 2002 / 2011 & Companies (Cost Records and Audit) Rules 2014 for companies covered under Table (A) Sl. No. 3 of Rule 3.	Name of Company	Year of Audit	Name of the Cost Record Rule	
3(c)	In Public Sector Companies whose turnover is equal to or more than Rs. 250 Crore.	Cost Audit done for other than Petroleum Industry Records Rules & companies other than those covered under Table (A) Sl. No. 3 of Rule 3 to Companies (Cost Records and Audit) Rules 2014	Name of Company	Year of Audit	Name of the Cost Record Rule	
3(d)	In Private Sector Companies whose turnover is equal to or more than Rs. 250 Crore.	Cost Audit done for other than Petroleum Industry Records Rules & companies other than those covered under Table (A) Sl. No. 3 of Rule 3 to Companies (Cost Records and Audit) Rules 2014	Name of Company	Year of Audit	Name of the Cost Record Rule	
4. Exposure to Cost Auditing under SAP-ERP environment						
	Proficiency in System	Number of Companies where Audit of cost record maintained in SAP based environment has been done during the preceding 5 financial years i.e., 2014-15 to 2018-19.	Name of Company	Year of Audit		

Place:

Date:

Signature and seal of the firm

SELF DECLARATION FORM

I, Shri. / Smti. partner/proprietor of.....
(name of firm) hereby declare and certify the following:

1. Our appointment as Cost Auditors for the Audit of Cost Records maintained by Oil India Limited for the year ended 31st March 2021 will be in accordance and within the limits specified under Section 141(3) (g) of the Companies Act, 2013.
2. Our appointment as Cost Auditors for the year ended 31st March 2019 will be free from any disqualification as specified in Sub-section (3) of Section 141 of the Companies Act, 2013.
3. No partner of our Audit Firm is related to Managing Director/whole time Director or part time Director of the Company within the meaning of Section 2 (77) of the Companies Act, 2013;
4. Neither our firm nor our partners or associates have any interest in the business of Oil India Limited;
5. We are an independent firm of Cost Accountants and are at arm's length relationship with Oil India Limited;
6. The Audit Jobs will not be sub-contracted by us to some other Audit Firm;
7. It is hereby declared that a certificate towards maintaining confidentiality of cost data, cost statement and cost information in respect of the operation of the location / work center / Company shall be provided on receipt of appointment letter and before commencement of Audit;
8. We are not holding any assignment as Statutory Auditor or Internal Auditor of Oil India Ltd. or its Joint / Overseas Ventures;
9. We shall abide by any other compliances/declaration, if any, required under Companies Act, 2013.

Signature and Seal of the Firm