



EXPRESSION OF INTEREST (EOI)
FOR EMPANELMENT OF ADVOCATE(S)/LAW FIRM(S) IN OIL

About Oil India Limited:

OIL INDIA LIMITED (OIL), a Government of India Enterprise under the Ministry of Petroleum and Natural Gas, a Navratna PSU, is a premier up-stream Oil Company engaged in the business of Exploration, Production & Transportation of Crude Oil & Natural Gas as well as production of LPG. It has Field Head Quarter (FHQ) at Duliajan, District- Dibrugarh, Assam, and Corporate Office at NOIDA, UP, India. Over the last decade, OIL has ventured into different parts of the globe and currently spanned over nine overseas countries. Its operations are largely based in the north-eastern parts of India, particularly in Assam, Arunachal Pradesh, Mizoram, etc. but have also extended its activities in different parts of India and abroad.

OIL hereby invites Expression(s) of Interest (EOI) from the Law Firms(s)/Advocates in Allahabad, Bhubaneswar, Cuttack, Delhi & NCR region, Jaipur, Jodhpur, Kakinada, Mumbai, and Patna having sufficient relevant experience and proficiency in handling cases relating to the oil and gas sector which inter alia includes corporate laws, environmental laws, service matters including labour disputes, & other statutes, rules, regulations, Govt. guidelines relating to the Energy Sector for empanelment for a period of three years or until further orders whichever is earlier. OIL reserves the right to renew the panel for a further period of up to two years, if deemed fit.

The following are the eligibility criteria for submission of EOI by the Law Firm(s)/Advocates for empanelment in OIL:

Eligibility Criteria:

- A.** Length of practice for empanelment as Law Firm/Advocate:
Not less than 10 years to be reckoned from the date of Registration with the respective Bar Council.
- B.** Specialization:
Specialization in the areas of law relevant to the Company as mentioned above.

Infrastructure:

Proper and adequate infrastructure in Allahabad, Bhubaneswar, Cuttack, Delhi & NCR region, Jaipur, Jodhpur, Kakinada, Mumbai, and Patna such as office premises, number of junior Advocates, assistants, clerks and mobile phone, fixed phone, internet connection, etc. – Self-certification of the same.

Documents to be submitted by the Advocate

- (i) The Advocates/Law Firm will be required to furnish their Biodata as per the format given in **Annexure-A**.
- (ii) The self-attested copies of the following documents are required to be submitted with the application:
 - a. Registration with Bar Council/ Identity card issued by Bar Association/ Bar Council.
 - b. List of empanelment with other Organizations.
 - c. Certificates in support of experience/expertise and/ or declaration on this count.

GENERAL INFORMATION:

1. Mere application submission and fulfilling eligibility criteria does not entitle the Advocate/Law Firm for empanelment.
2. OIL reserves the right to modify/relax the eligibility criteria in case enough eligible applications are not received.
3. The Advocates shall be empaneled for three years or until further orders whichever is earlier. OIL may renew the Panel for a further period of up to two years if deemed fit.
4. OIL reserves the right to summarily reject the Applications for any of the reasons if it:
 - (i) is not submitted in the prescribed format or.
 - (ii) does not meet any of the eligibility criteria or.
 - (iii) is not accompanied with requisite documents/information or.
 - (iv) is incomplete in any respect, without assigning any reasons, therefore.
5. Mere empanelment of the Law Firm in OIL does not guarantee any award of work/assignment by OIL.
6. The Advocates/Law Firms already empaneled with OIL shall also have to apply afresh to be considered for new empanelment. **From the date the new panel of Advocates/Law Firms becomes effective, the existing panel of Advocates/Law Firms shall become obsolete and ineffective.**
7. Empanelment of the Advocates/Law Firms will be at the sole discretion of OIL.
8. OIL reserves the right to cancel/defer the entire process of empanelment of Advocates/Law Firms without any notice or assigning any reasons whatsoever.
9. If considered necessary, an inquiry in the respective Bar Council/Bar Association about the claims and conduct of the Advocate/Law Firm to be empaneled can be made and credentials may be verified.
10. If the Advocate/Law Firm is empaneled by other Regulators/Organizations/ Establishments, a list of those Regulators/Organizations/ Establishments, addresses in full, and contact numbers must be given for necessary verification, if the occasion so arises.
11. The panel of Advocates/Law Firms so finalized shall not be exhaustive.
12. The selected panel of Advocates/Law Firms cannot refuse to accept any work otherwise than on conflict of interest.

13. Timely appearance in the court shall be mandatory for the selected panel of Advocates/Law Firms.
14. No retainer fee shall be paid to any panel of Advocates/ Firm merely because such Advocate has been empaneled.
15. Law Firm(s) (Sole Proprietorships) may be empaneled, through an Advocate, duly authorized by the said firm. In such cases, all the terms and conditions for empanelment of the individual Advocates shall apply mutatis mutandis to them and the Company shall interact and deal with the said empaneled Advocates of such Law Firm(s) only.
16. Draft Empanelment letter is attached as **Annexure-B**, which must be signed by the advocates upon selection.

HOW TO APPLY

Interested and eligible Advocates/Law Firms may submit their application in the prescribed format (enclosed hereto) with complete information. The Application Form duly filled in, along with all supporting documents/information should be submitted in a closed envelope superscribing as “**Empanelment of Advocates/Law Firms in OIL**” to OIL at the following address:

The Deputy General Manager (Legal)
Oil India Limited,
Plot No 19, Sector 16 A,
NOIDA -201301,

The application may also be hand delivered at the reception of the OIL office at NOIDA.

The last date of receipt of the Application is 24th August 2023 till 4.00 PM. Application received thereafter whether by post/courier or by hand delivery or otherwise will not be entertained at any cost.

ऑयल इंडिया लिमिटेड
Oil India Limited

**(Annexure- A)
FORMAT OF BIODATA FOR ADVOCATE**

1. Name
2. Date of birth/Incorporation, Age (in years) (as on 1st September 2023)
3. Date of Enrolment in Bar Council
4. Name of Bar Council (enclose a copy of enrolment certificate)
5. Details of Experience: Period of practice & areas of specialization (Commercial/ Labour/ Environmental/ others)
6. The details of a few important cases the Advocate has dealt with/ handled or reported Judgment(s), notable achievements if any, (copy of the first page may be given as documentary proof)
7. Whether earlier or presently empaneled with Central Govt. /any State Govt. /any PSU (indicate period list in brief) (document evidencing such empanelment)
8. The Courts where the Advocate is regularly practicing (Enclose a copy of the Bar Association Membership Certificate)
9. Income Tax PAN Number

I declare that I have never been penalized by any Bar Association/Bar Council in any Disciplinary Proceedings. I also undertake to maintain absolute secrecy about the cases of the Company (OIL) as required under the Advocates Act, 1961, and the Rules and Regulations thereunder.

I also hereby declare that I have verified the details indicated above and confirm that all the information submitted is true to the best of my knowledge.

Signature of Advocate

Address (Office & Chamber)
Tel No.
Mobile No. & Email

(Annexure- B)
DRAFT EMPANELMENT LETTER

To,
M/s or /Mr.
Advocate

Dear Sir,

This is regarding your application dated wherein you exhibited an interest in empanelment as an Advocate/Law Firm with OIL.

We are pleased to inform you that your request has been considered favorably and you are hereby empaneled on the terms and conditions stated below:

A. PAYMENT TERMS

1. The fee payable to the Advocate/Law Firm could be activity-wise or lump sum. The option shall be decided at the time of the engagement.
2. The fee payable to the Advocate/Law Firm shall be subject to the limits enumerated in the Schedule of Fees of OIL as amended from time to time (attached).
3. Advocate/Law Firm engaged may claim the full fee for appearance only in cases of "Effective hearing". In case of a "non-Effective hearing", a percentage of the fee as prescribed in the Schedule of Fees will be paid.
4. Where there are two or more cases involving substantially identical questions of law or facts, one of such cases will be treated as a main/lead case and others, as identical/connected cases. The Advocate/Law Firm shall be paid the full fee for the main/lead case and thereafter, a proportionate fee of the main/lead case for each of the identical or similar/connected cases as per the Schedule of Fees.
5. If an Advocate/Law Firm is required to appear in a Court/Tribunal situated at a location other than the location for which OIL has empaneled the Advocate/Law Firm, the Advocate/Law Firm shall be entitled to travel (economy class); lodging, boarding, etc. OIL shall make all arrangements for the same.
6. No retainer fee will be paid to any empaneled Advocate/Law firm merely because such Advocate/Law Firm has been empaneled.
7. In case of an empaneled Law Firm, the bills/claims generated should specify the name of the dealing Advocate along with the final copy of the documents/certified copy of the order/opinion, etc.

B. RIGHTS AND DUTIES

8. The practice of the Advocate should not interfere with or be in conflict of interest with the efficient discharge of his duties as an empaneled Advocate of the Company.
9. Timely appearance of the counsel to contest the case for OIL in the court is mandatory.
10. The Advocates/Law Firm empaneled will provide quality services within a reasonable timeframe to be certified by the concerned law officer of OIL.
11. An empaneled Advocate/Law Firm shall not advise any party nor accept any case against the Company during the period of Empanelment. It will be

- incumbent upon the Advocate(s) so empaneled to ensure compliance of this term by his Associate(s)/ junior working with/ under him.
12. OIL is free to engage any Advocate/Law Firm of its own choice and an empaneled Advocate/Law Firm shall not claim that he/she/it alone should be entrusted with OIL's Cases.
 13. The Advocate will not be necessarily empaneled for specific courts at the location of empanelment and shall not refuse to accept any work without reasonable cause.
 14. Refusal by the Advocate to accept any work otherwise than on grounds of conflict of interest may entail removal of such Advocate/Law Firm from the Panel.
 15. The empaneled Advocate/Law Firm shall not delegate cases and themselves deal with the same. They may have to coordinate and work with designated Senior Advocates, if any, engaged in the case as well as with the officers of the Company as required.
 16. The empaneled Advocate/Law Firm shall maintain absolute secrecy and confidentiality about the cases of the company as required under the Act and rules & regulations made thereunder.
 17. All services are to be billed as per the Schedule of Fees along with supporting documents.
 18. Each invoice should contain the title, case number, description of the services rendered, and break-up of the charges.
 19. After each action, the filed documents, invoices, and other relevant proof shall be sent to OIL in a single email and followed by certified copies (wherever possible) in the same manner.
 20. OIL shall be kept informed and updated about each & every development in the designated cases on a day-to-day hearing basis.
 21. Advocate/Law Firm shall immediately apply for the certified copies of the order/judgment on the decision of the case and the same shall be handed over to OIL at the earliest.
 22. The Advocate/Law Firm shall provide his/her opinion for filing an appeal from a decision/order of lower authority within a week after receiving the certified copy of the order.
 23. Disablement on the part of the Advocate/Law Firm shall mean and include any of the following:
 - a. Giving false information in the application for empanelment.
 - b. Handing over the brief or matter to another Advocate/Law Firm without prior written permission of the Company.
 - c. Failure to attend any hearing of the case without sufficient reason and prior notice.
 - d. Not acting as per Company's instructions or going against specific instructions.
 - e. Not returning the brief when demanded or not allowing or evading allowing its inspection on demand.
 - f. Misappropriation of the Company's funds or earmarking, using the same towards his fees without the Company's permission.
 - g. Making any of his Associates or Juniors appear on behalf of any of the opposite parties in cases/appeals/petitions related to the Company without prior permission.
 - h. Committing an act tantamount to professional misconduct.
 - i. Conviction of the Advocate/Law Firm in any offence resulting in arrest or detention or disbarment by the Bar Council.

- j. Passing on information relating to Company's case on to the opposite parties or their Advocates which is likely to cause damage to the Company's interests.
- k. Giving false or misleading information to the Company relating to the proceedings of the case.
- l. Frequent adjournment being obtained or not objecting to the adjournment moved by other parties without sufficient reason.

The empanelment shall be liable to be canceled due to occurring of any of the above disablements on the part of the Advocate/Law Firm as and when deemed fit by Authority for cancellation which shall vest with CMD of the company.

You are requested to return the duly signed duplicate copy of this letter indicating your unconditional consent.

We look forward to your cooperation and hope for good relations with you

Yours faithfully,

(Authorized Signatory)

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Oil India Limited

Fee Schedule of OIL

Schedule for Advocate Fees				
S.No	Particulars	DELHI/NCR/ MUMBAI	JAIPUR/ JODHPUR/ AMRAVATI KAKINADA	BHUBANESWAR /ALLAHABAD/ PATNA
A	Drafting	Figures in INR		
1	Drafting Legal Notice /Reply	8000	6000	4000
2	Written Opinion (including Conference)	15000	10000	8000
3	Drafting and filing of Caveat petition	8000	4500	3000
4	Drafting of petition /written statement /SLP/Appeal /Reply /Suit /Rejoinder /counterclaim/application u/s 34/37 of Arbitration Act (amount payable for each of final pleading filed)	30000 (150% of above in case of arbitration matter)	15000 (150% of above in case of arbitration matter)	10000 (150% of above in case of arbitration matter)
5	Drafting and finalisation of agreement / MOU/ Deeds and other similar legal documents etc. (including Conferences & Discussions)	15000	8000	5000
B	Fees for Misc. Application			
1	Evidence: per Affidavit (evidence by way of affidavit in suits)	12000	9000	6000
2	Written Arguments	20000 (150% of above in case of arbitration matter)	12000 (150% of above in case of arbitration matter)	10000 (150% of above in case of arbitration matter)
3	Miscellaneous Applications and replies	6000	3000	2000
4	Drafting of Application /Replies u/s 8,9,11 and other applications under provisions of Arbitration Act except 34/37 to be filed before courts / all types of rejoinders	12000	9000	6000
C	Reading			
1	Reading fees in case of disposal of Writ Petition /SLP at the admission stage without filing counter /reply	30000	25000	15000

2	Conference of Panel Advocate with Sr. Advocate / OIL Officers per hour (maximum 4 hours)	3000/8000	1500/6000	1000/4000
D	Appearance			
1	Per hearing	17500 (150% of above in case of arbitration matter)	10000 (150% of above in case of arbitration matter)	6000 (150% of above in case of arbitration matter)
2	Clerkage	10% of professional Fees		
E	Reading Fees (one time)			
1	When cases are assigned after filing of petition /written statement /SLP/ Appeal / Claim/ statement /Reply etc. - one time	10000	8000	6000
2	If the case is assigned after evidence is filed the new advocate be paid	15000	10000	8000
3	After submission of written arguments before Courts /Tribunals /Regulators the new Advocate may be paid	20000	15000	12000
F	Misc. Matters			
1	Lumpsum fees for the case	Upto 80000	Upto 60000	Upto 50000
2	Reimbursement for Certified copies of the court papers Except court order at the request of OIL	Rs. 5 per page		
3	Fees for Injunction/declaration/property dispute before district court /rent matter before rent controller /Tribunals /labour court /tribunal matters /IPR matters etc. Lumpsum per case	20000	20000	12000
4	Assisting the case before various Tribunals (in case of no authorization the rate shall be 50%)	3000	3000	3000
5	Charges of Dealing Advocate when Opinion has been obtained from Senior Advocate/ ASG/SG/AG	20% of Senior Advocate's Fees or Rs. 50,000 (whichever is lower)		