

**SECTION - I**

**Forwarding Letter**

Date: 30.09.2009

M/s. AS PER LIST OF VENDORS ENCLOSED

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Sub: Tender No. OIL/NEF/TPT/023/2009 for hiring the services of two nos.  
Diesel driven, Bolero (non a/c) transport vehicles for use in Mizoram

Dear Sirs,

OIL INDIA LIMITED (OIL), a Government of India Enterprise, is engaged in exploration, production and transportation of crude oil & natural gas with its Headquarters at Duliajan, Assam. Duliajan is well connected by Air with the nearest airport at Dibrugarh being at 45 km. away.

2.0 *In connection with its operations in Mizoram, OIL invites Bids from competent and reputed firms for **"Hiring the services of two numbers diesel driven, Bolero (Non A/C) transport vehicles with all standard fittings and accessories for operational areas as whole of Mizoram and upto Silchar in Assam for a period of ten months.** You are requested to submit your most competitive bid well before the scheduled bid closing date and time:*

3.0	TENDER NO.	: OIL/NEF/TPT/023/2009
4.0	TYPE OF BID	: Composite Bid
5.0	BID CLOSING DATE & TIME	: 12 <sup>th</sup> October, 2009 (13.00 hrs IST)
6.0	BID OPENING DATE & TIME	: 12 <sup>th</sup> October, 2009 (13.30 hrs IST)
7.0	BIDS TO BE ADDRESSED TO	: Group General Manager (NEF) NEF Project, OIL INDIA LIMITED, DULIAJAN, ASSAM - 786 602
8.0	BID SUBMISSION/OPENING PLACE	: Office of GGM (NEF) NEF Project, OIL INDIA LIMITED DULIAJAN, ASSAM - 786 602

- 9.0 EARNEST MONEY DEPOSIT/  
BID SECURITY AMOUNT : Rs. 8,500.00
- 10.0 AMOUNT OF PERFORMANCE GUARANTEE : 2.5 % of the total estimated  
contract value
- 11.0 TIME FOR COMMENCEMENT OF WORK : Within 7 days from the date of issue  
of Letter of Intent (LOI).
- 12.0 DURATION OF THE CONTRACT : 10 Months from the date of hiring  
the services.

**13.0 EARNEST MONEY DEPOSIT (EMD):**

13.1 The bid must be accompanied by a BANK DRAFT / BANKER'S CHEQUE/ BANK GUARANTEE (in specified format) favouring OIL INDIA LIMITED, payable at DULIAJAN for the amount applicable and purchased from any Nationalised Bank as per para 9.0 towards Earnest Money Deposit (EMD). NO OTHER MODE OF PAYMENT WILL BE ACCEPTED BY THE COMPANY. The EMD shall not earn any interest to the tenderer(s) from the Company.

13.2 Any offer not accompanied with the EMD shall be treated as invalid and summarily rejected. Any subsequent deposit of EMD after the bid closing date shall not be permitted. Also, adjustment of EMD due against the instant tender, against dues from the Company or on any account shall not be permitted.

13.3 The EMD will be forfeited in case the tenderers withdraw their offer for any reason whatsoever after the appointed time on the bid closing date and within the validity period of the offer which shall be 180 (One Hundred Eighty) days from the date of opening of the tender. Any such withdrawal will make the tenderer liable to be debarred from further tendering at the sole discretion of the Company and the period of debarment will not be less than 1(One) year.

14.0 Any offer received after the appointed time on the Bid closing date shall be summarily rejected and returned to the tenderer (s) unopened.

15.0 No modification or alteration to the offer shall be permitted after the appointed time on the bid closing date. NO CLARIFICATION ON WHATSOEVER REASONS THEREOF WILL ALSO BE ENTERTAINED AFTER THE BID CLOSING DATE.

**16.0 TENDER OPENING AND EVALUATION:**

**16.1 BID OPENING AND EVALUATION:**

16.1.1 The Technical/Composite bid will be opened on 12<sup>th</sup> October, 2009 at 1330 hours (IST) in the presence of any attending Tenderer(s) or their Authorized Representative. However, an authorization letter from the Bidder must be produced by Bidder's representative at the time of opening of Tender, without which such representative won't be allowed to attend the opening of Tenders. Only one representative against each Bid will be allowed to attend the bid opening. Attending Tenderer(s) & Authorized Representative(s) will have to sign a register evidencing their presence. In case it happens to be a bundh/holiday, the tender will be opened on the next working day (except Saturday).

16.1.2 Company will examine bids to determine whether they are complete, accompanied with requisite Bid Securities/EMD, documents have been properly signed and the bids are generally in order.

16.2.1 The rates shall be quoted per unit as specified in Part-II hereof and shall be in words as well as in figures. No overwriting shall be allowed but all corrections must be initialed on the blank space above. In case of discrepancy, rates quoted in words shall be considered to be correct.

16.2.2 The offer must be valid for acceptance up to 180(One Hundred Eighty) days from the date of tender opening.

17.0 RESPONSIVENESS OF BID: For the purpose of determining the responsiveness of a bid, it must conform to all the terms and conditions of the bidding document without any material deviation.

#### 18.0 BID REJECTION CRITERIA (BRC)

The bid shall conform generally to the specifications and terms and conditions given in the Bidding Documents. Bids will be rejected in case services offered do not conform to the required parameters stipulated in the technical specifications. Notwithstanding the general conformity of the bid to the stipulated specifications, the following requirements will have to be particularly met by the Bidders without which the same will be considered as non-responsive and rejected.

19.0 The successful bidders(s) 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. Such notification shall be treated as a "Letter of Intent (LOI)".

19.1 Within 10(Ten) days of receipt of the "Letter of Intent", the successful bidders(s) will be required to pay an interest free Security Money amounting to 2 1/2%(Two & Half percent) of total contract value by way of DEMAND DRAFT/BANKER'S CHEQUE/BANK GUARANTEE (in specified format) favouring "OIL INDIA LIMITED", payable at "DULIAJAN" from any Nationalised Bank. Upon furnishing of the Security Deposit, the successful bidders(s) will be required to enter into a formal Service Agreement based on the instant tender on the O.I.L. Standard forms of Agreement.

19.2 The Security Deposit must be valid for six months after the date of expiry of the tenure of the contract. In the event of contract being extended within the provisions of the contract agreement, the contractor will have to extend suitably the validity of the "security Deposit" for the extended period.

19.3 The "security deposit" will be refunded to the contractor within six months of satisfactory completion of work under the contract (including extension, if any), but part or whole of which shall be used by the Company in realisation of liquidated damages or claims, if any or for adjustment of compensation or loss due to the Company for any reason.

19.4 Failure of the successful bidders to comply with the conditions as specified in para 19.1 hereof would render him liable for rejection and in turn forfeiture of Earnest Money Deposit (EMD) apart from any other actions the Company may take against him at its sole discretion.

19.5 The EMD of the bidders shall be refunded to them as under;

- (a) To the technically unsuccessful bidders after the commercial bid opening in case of Two Bid systems only.
- (b) To others after the date of issue of Letter of Intent to the successful bidders.
- (c) To the successful bidders only after submission of the Security Deposit as specified in para no. 19.1 above.

20.0 The bidder(s) may contact Chief Manager (M&C-NEF) for any clarification about the services to be hired.

21.0 GENERAL CONDITIONS:

21.1 In case bidder takes exception to any clause of the bidding document not covered under BEC / BRC, then the Company has the right to load or reject the offer on account of such exception if the bidder does not withdraw/modify the deviation when/as advised by the Company. The loading so done by the Company will be final and binding on the bidder.

21.2 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 BRC and such clarification fulfilling the BRC clauses must be received within the date fixed by the Company, failing which the bid will be liable to be rejected.

21.3 In case, any of the clauses in the BRC contradict with other clauses of the bid document elsewhere, the clauses in the BRC shall prevail.

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

Yours faithfully,  
OIL INDIA LIMITED

( M. Ali )  
Chief Manager (M&C-NEF)  
For Group General Manager (NEF)

N.O.O.C : Head-Geophysics (NEF)  
: Subject File- Approval for floating limited tender obtained vide  
proposal no. NEF/TCR/067/2009 dated 24.09.2009.

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PART- I

CONDITIONS OF CONTRACT

This service agreement (herein after referred to as Contract') made on this \_\_\_\_\_ day of \_\_\_\_\_, 200\_ between OIL INDIA LTD, a body corporate and established under the Companies Act 1956, having its registered office at Duliajan, Assam, PIN - 786602 (hereinafter called 'Company' which expression shall unless otherwise provided, include its executors, successors, administrators and permitted assignees) on one part

AND

Shri/Smti/M/s.... carrying on business as proprietor/partners/Company under the name and style of \_\_\_\_\_and having his/her/their Registered/Main Office in the State of \_\_\_\_\_ and governed by the Indian Laws (hereinafter called the "Contractor") which expression unless repugnant to the context shall include its Executors, Successors, Administrators and permitted Assignees on the other part.

Whereas, the Company desires to hire the services of two numbers diesel driven, Bolero (Non A/C) transport vehicles with all standard fittings and accessories, not older than one year as on Bid Closing Date from the date of registration of the vehicle for operational areas as whole of Mizoram and upto Silchar in Assam for a period of ten months.

Whereas, the Contractor represents that he/she/they has/have adequate capacity to undertake the aforesaid service and is equipped with fully trained personnel capable of adequately operating and providing the required services.

NOW IT IS HEREBY MUTUALLY AGREED AS FOLLOWS:

1.0 DEFINITION AND CONDITIONS GOVERNING THE SERVICES

In this contract, unless the context otherwise requires:

- 1.1 "AGREEMENT" means this service agreement.
- 1.2 "AREA OF OPERATIONS" means the Company's oilfield operations in the State of Mizoram.
- 1.3 "BASE STATION" means the station as set out in Part-II hereof where the vehicle(s) shall be permanently based (i.e. based for minimum period of one week at a stretch) which may be changed at the discretion of the Company.
- 1.4 "BID OPENING DATE" means the date on which the Tender was opened by the Company against the finalisation of this agreement.
- 1.5 "BREACH OF CONTRACTUAL OBLIGATION" means amongst others also the following:
  - i) Carriage of unauthorised passengers by the Transport Supplier while under this agreement with the Company;
  - ii) Unauthorised use of the vehicle(s) when released to the Transport Supplier for undertaking its deployment for any other business purpose;
  - iii) Withdrawal of vehicle(s) from the service before expiry of the term of this Agreement for any reason whatsoever without the consent/instruction of the Company Engineer and;

- iv) Failure of the Transport Supplier to place the vehicle(s) for periodic inspection as per schedule as directed by Company's Engineer.
  - v) Failure to park the vehicle(s) after release on close of working hours at place designated by Company's Engineers.
  - vi) The vehicle must be owned and registered in the name of the contractor during the entire tenure of the contractual period including extension period, if any.
- 1.6 "COMPANY" means Oil India Limited.
- 1.7 "COMMENCEMENT OF SERVICE" means the date of placement of the vehicle under this Agreement.
- 1.8 "COMPANY ENGINEER" means representative (s) of OIL INDIA LIMITED in case of the following events:
- a) Initial and subsequent inspection of vehicle(s);
  - b) Scrutiny of documents regarding Transport Supplier's compliance with the requirements under this agreement for permits, licenses, insurance documents, employees roster etc.;
  - c) Release of vehicle(s) upon conclusion of this agreement;
  - d) Assessment of time to be allowed for repairs in case of accident;
  - e) Release of vehicle(s) and termination of this agreement in case of complaints as to its deteriorated mechanical condition
- or
- Unruly behavior of the driver or repeated defaults by the Transport Supplier;
- f) Instruct Transport Supplier to replace by more suitable hand of Driver(s) engaged for operating the vehicle.
  - g) Release of vehicle(s) for maintenance/inspection/fuelling
  - h) Release of vehicle(s) for daily/periodic fuelling;
  - i) Allotment of daily duties and timings for reporting and release;
  - j) Certification of daily log sheets;
  - k) Authentication of monthly statement-cum-bill
  - l) Determination of undisputed instances of shutdown or standby, liquidated damages and penalties for defaults on breach of contract.
  - m) Release/forfeiture of Security Deposit/Earnest Money;
  - n) Any dispute under this Agreement as to the Transport Supplier's obligations or otherwise;
  - o) Determination of instances of shut down or stand by due to Force Majeure, Bundhs etc. or defaults or otherwise in case of dispute by the Transport Supplier.
- 1.9 CREW: Means Supervisors/Operators/Drivers/Handymen/Helper(s)/Jugalees attached to the vehicle(s)/equipment, as defined in the Clause: 1.13.
- 1.10 "DUE DATE OF PLACEMENT" means the date stipulated in Clause No.8, Part-II hereof.
- 1.11 "DETERIORATED CONDITION OF VEHICLE" means any vehicle(s) found not acceptable to Company's Engineer after mechanical inspection or/and vehicle(s) found to be unworthy of undertaking the services envisaged under the provisions of this Agreement or/and vehicle(s) which is/are facing repeated breakdown due to inadequate, improper and timely repairs and maintenance and/or vehicle(s) refused by the Company's Engineer as being unfit.
- 1.12 "DAILY LOG BOOK" means the format as may be certified by the Company's Engineer on a day-to-day basis during the tenure of the Agreement.

1.13 "DRIVER / OPERATOR" means an individual possessing sound mental and physical health who must be in possession of an appropriate professional Driving License and P.S.V. Badge issued by the Regional Transport Authority who is having jurisdiction over the area of operations of the Company, who is (are) engaged by the Transport Supplier and provided with the service envisaged under this Agreement, cost whereof included in the fixed charge per month.

1.14(A) "DEFAULT" means any of the following commissions or omissions by the Transport Supplier or his/her crew which will lead to shut down of vehicle(s) and/or breach of contractual obligations:-

- a) Delay in initial placement of vehicle(s) beyond the stipulated date;
- b) Unsuitability of the Driver or assigned/Attendant and/or working crew;
- c) Drunkenness and intoxication of the driver and/or the Attendant/crew;
- d) Non-availability of vehicle(s) due to any reason, whatsoever, including but not limited to the following conditions:-
  - i) Deteriorated mechanical condition of the vehicle(s) and/or breakdown;
  - ii) Due to inadequate routine maintenance
  - iii) Time taken for routine servicing / maintenance in any particular month in excess of time allowed for such maintenance in any month
- e) Non-possession of valid permits and licenses for the crew and vehicle(s);
- f) Non-supply of fuel;
- g) Delay in placement of vehicle(s) on any day as per the instruction of the Company's Engineer and or unauthorised and untimely release of vehicle(s) on any day without prior permission and authorisation from the Company Engineer during the tenure of this Agreement;
- h) If the Transport Supplier bases the vehicle(s) at a station other than the stipulated Base Station without the authorisation of the Company Engineer;
- i) Non-availability of vehicle(s) due to defects detected upon periodic inspection/tests by the Company;
- j) Non-rectification of defects expeditiously upon detection by the Company Engineer upon inspection/test undertaken by the Company;
- k) Non-availability of vehicle(s)/ crew beyond 48(Forty Eight) Hours allowable for repair / maintenance time per month;
- l) Non-availability of the vehicle(s) or crew when required by the Company's Engineer; and
- m) Failure on part of the Transport Supplier to discharge his/her obligations as set out in Clause 4.0 hereof and/or failure on part of the Transport Supplier to abide with particular instructions as set out in Clause 5.0 hereof and/or failure on part of the Transport Supplier to obey the instruction of the Company's Engineer as set out in Clause 6.0 hereof.
- n) Any other acts or omissions by the Transport Supplier or his/her crew whether specified or not hereof which disrupt the continuity of the service envisaged under this Agreement.
- o) Non-availability of vehicle(s)/crew when the Company's operations are normal;
- p) Non-availability of services due to unauthorised/lightening strike by Transport Supplier or his/her crew for any reason whatsoever. The period of non-availability of services will be treated as shutdown.

1.14 (B) In case of default not leading to shutdown, the Company's Engineer shall notify the Transport Supplier to remedy the default within reasonable time and till such default is remedied, if necessary the vehicle(s) shall be released to the Transport Supplier, whereupon it shall be treated as shut down and the pro-rata fixed charge per day shall not be paid for the period of shut down and liquidated damages/penalty as applicable shall be levied too.

1.15 "FIXED CHARGE PER MONTH" means fixed charge mentioned under of Part-II hereof which will be inclusive of depreciation, parking fee if applicable, all applicable taxes & duties including VAT as applicable, insurances, wages and other emoluments of Driver(s) and other staff/crew inclusive of relief Driver(s) and other staff/crew, which the Transport Supplier will have to engage and provide at all times essentially for the continuous operation of the service envisaged under this Agreement. The Transport Supplier shall have to ensure full compliance with Motor Vehicles Act 1988 and Motor Transport Workers Act 1961 and the Rules framed there under all other applicable statutory acts as may be in force from time to time governing the engagement of staff, their conditions of service which must include minimum wages as per the aforesaid Acts, Statutory/weekly offs, holiday, overtime, annual leave, uniforms etc. No other separate charges on such accounts will be payable by the Company at any point of time during the tenure of the Contract and same, if any, shall have to be borne entirely by the Transport Supplier. The Fixed Charges payable under this Agreement shall be deemed to be inclusive of all payments to be borne by the Transport Supplier on all such accounts. Any increase in the wages of the crew or any further benefits and perquisites accruing or arising to the crew subsequent to the date of this agreement due to revision in the minimum wages as applicable shall be borne solely by the contractor and deemed to be included in the fixed charge per month. Fixed charge also includes the cost of consumables and fuel as may be required for stipulated normal hours of duty at a stationary place when there is no km run.

1.16 "HOLIDAY" means the National Holiday defined under the Motor Transport Workers Act, 1961 as may be in force from time to time, which the Transport Supplier would be required to give to his/her Crew as per the aforesaid Act.

1.17 "NORMAL HOURS/TIMINGS OF DUTY" means the duty hours, which may be stipulated or instructed by the Company's Engineer.

1.18 "HANDIMEN/HELPER/JUGALEE" means such crew engaged by the Transport Supplier and provided with the vehicle, cost whereof is included in the Fixed Charge per month.

1.19 "INSPECTION" means initial/periodic inspection carried out by the Company's Engineer to ascertain road worthiness of the vehicle(s) along with necessary Permits, Insurance etc. for the vehicle(s) as well as all the Crew engaged against this contract. The Company's decision in this regard shall be final.

1.20 "INSURANCE" means comprehensive insurance of the vehicle(s)/equipment and shall include insurance of the crew.

1.21 "LICENCE AND PERMITS" means any and all of the following which must be valid and updated periodically by the Transport Supplier to the satisfaction of the Company:-

- a) Professional driving license(s) and P.S.V. badge(s) for the driver(s)/Operator(s);
- b) Registration Book(s) with endorsement of Road Tax;
- c) Permits for plying the vehicle(s)/equipment for commercial purpose as may be required;
- d) Road permits;
- e) Fitness certificate
- f) Innerline permit(s) for Mizoram;
- g) Comprehensive insurance certificate(s) both for vehicle(s)/equipment as well as Crew;

h) Any other as required under law in force;

i) Pollution under control certificate

1.22 (a) "LIQUIDATED DAMAGES" means pro-rata fixed charge per hour rate payable by the Transport Supplier in case of Default as mentioned in Para 1.14(A) sub clause (b) to (n) which shall be levied for the shutdown period on the basis of 0.5 (Zero Point Five) times the rate subject to maximum of 12 (Twelve) hours in a month arrived at on a cumulative basis. In case of continuing default beyond 12(Twelve) cumulative hours in a month, it would be treated, as breach of Contract and penalty as per clause No.1.27 will only be applicable.

1.22 (b) "SPECIAL LIQUIDATED DAMAGES" means the amount payable by the Transport Supplier in case of default as mentioned in para 1.14 (A) sub clause (o) & (p) which shall be levied at the rate of twice the prorata fixed charge per day. Special L.D. shall be levied irrespective of whether such default resulted in a shutdown for the whole day or part thereof.

1.23 "LEAVE" means Annual Leave to be granted to the Crew who are employees of the Transport Supplier as per the stipulations of The Motor Transport Workers Act, 1961 as may be in force from time to time.

1.24 "MONTHLY KILOMETREAGE STATEMENT CUM BILL" means the format specified by the Company.

1.25 "HELPER/MAZDOOR" means an unskilled labourer employed by the Transport Supplier who may be engaged as per the requirements of the Company from time to time along with vehicle/equipment, in respect of whom payment shall be made as per the rates of Minimum Wages Act as applicable to Motor Transport Workers in the area of operations of the Company as may be in force from time to time in force under the MTV Act from time to time.

1.26(a)"PRO-RATA FIXED CHARGE PER DAY" means the Fixed Charge per month as per item 11 (10) of Part-II, divided by 30 (Thirty) days.

1.26(b)"PRO-RATA FIXED CHARGE PER HOUR" means the amount accrued as per Clause 1.26(a) divided by 24 (Twenty Four) hours.

1.27 "PENALTY" means the amount payable by the Transport Supplier in the event of breach of contract as stated in clause 1.14 which shall be at a rate of the pro-rata fixed charge per day. Penalty shall be levied irrespective of whether such breach resulted in a shut down or otherwise.

1.28 "REGISTRATION" means the vehicle(s) having registration in the name of the Supplier(s)/Firm with the R.T.O./D.T.O. having jurisdiction in the area of operations of the Company.

1.29 "RUNNING CHARGE PER KILOMETER" means the rates stipulated in Item-11(20) of Part-II hereof and shall be deemed to include all the expenditures of the Transport Supplier viz., cost of fuel, tyre/tube, battery & consumables like lubricants etc. and other maintenance expenditures including accessories involved including VAT element as applicable towards movement of the vehicle(s).

1.30 "STIPULATED HOURS OF SERVICE PER DAY" means hours of duty per day, normal hours/timings of duty whereof shall be determined by the Company's Engineer for which fixed charge shall be payable.

1.31 "STATUTORY ACTS" means all the State and Central Government statutes and regulations affecting the operation of the services under this Agreement as may be in force from time to time and shall particularly include but not be limited to the following;

- a) The Motor Vehicle Act, 1988,
- b) The Motor Transport Worker's Act, 1961,
- c) The Contract Labour (Regulations & Abolition) Act, 1970,
- d) The Minimum Wages Act, 1948,
- e) The Employees Provident Fund & Miscellaneous Act, 1952,
- f) The Oil Mines Act, 1972 and Oil Mines Regulation, 1984,
- g) The Workmen Compensation Act, 1923 &
- h) Industrial Disputes Act, 1947
- i) Industrial Employment (Standing Order Act, 1946)
- j) Inter-state Migrant Workmen (Regulation of Employment and Condition of Service) Act, 1979
- k) Payment of Wages Act, 1936
- l) Any other Act as applicable from time to time.

The Transport Supplier shall be solely responsible for compliance with all statutory acts at all time during the tenure of the service Agreement.

1.32(a) "SHUT DOWN" means disruption/non-availability of the Transport Service due to any of the defaults in Clause 1.14(A).

1.32(b)"SHUT DOWN" shall also mean the non-availability of the Transport service due to an accident.

1.33 "STAND BY" means any of the following "-

a) Payable fixed charge although the services are not available due to the following:-

i) For maintenance up to 48(Forty Eight) hours per month, counted from the beginning of the month, the Company shall pay the fixed charge on certification by the Company Engineer that the shutdown was due to maintenance of the vehicle(s). This facility will be limited to maximum of 4(Four) instances in a calendar month. Any excess shut down over 48 hours for maintenance shall be treated as default and Clause No.1.22 shall be applicable. Accumulation may be allowed up to a maximum of 4(Four) days i.e., 96(Ninety Six) hrs over a period of 3(Three) months which the Transport supplier will notify in writing at least 5(Five) days in advance. In case it is not availed in 3(Three) months the facility will stand lapsed for that period. Shut down due to minor breakdown of the vehicle(s) (i.e., punctured tyre, minor mechanical adjustment etc.) involving downtime up to a maximum of 1(One) hour shall not be included in the 48 (Forty Eight) hours time or counted towards shutdown which shall be allowed not more than 3(Three) instances in a calendar month.

ii) Re-fuelling time for the vehicle(s) stationed at Aizawl shall not be more than 30(Thirty) minutes and not involve more than 5(Five) km at any instance subject to a maximum of 8(eight) re-fuelling in a calendar month. For vehicle(s) stationed at other base station the time and kms. will be determined by the Company's Engineer considering the distance from the nearest petrol pump and subject to the maximum of 8(Eight) re-fuelling in a calendar month. In exceptional cases where running of the vehicle(s) is/are more than 3500 (Three Thousand Five Hundred) Km/month, the Company's Engineer will determine the additional no. of re-fuelling required. This Kilometre and time will not be charged to the Transport Supplier.

1.34 "STATUTORY OFF" means the off day per week or the compensatory off day in lieu thereof which the Transport Supplier is required to give to his/her operating crew as per the Motor Transport Workers Act, 1961 in respect of which adequate relief driver/crew shall be provided at no extra cost to the Company.

1.35 (a) "TAXES AND DUTIES" means all applicable Taxes viz. Road Tax, Fitness Fee, Road Permit Fee, Registration Fee, Inter-State Permit Fee, VAT for vehicle(s)/equipment and crew etc. as may be due and payable by the Transport Supplier entirely at his/her own cost towards operation of the services envisaged under this agreement.

1.35(b) Taxes and duties shall also mean deduction of Tax at source from the payments made to the Transport Supplier towards operation of the services envisaged under this Agreement at the rates as may be in force from time to time under the Income Tax Act, 1961 & VAT or any other Act which requires deduction of tax at source which may be in force from time to time.

## 2.0 DESCRIPTION OF WORK: -

2.1 All work performed by the Transport Supplier shall be continuous, on day to day basis as set down in Schedule of Service, Units and Rates described in Part-II hereof which forms and constitutes part and parcel of this Agreement, read in conjunction with the particular specification and instruction contained in Part-III hereof which also forms and constitutes a part and parcel of this Service Agreement. All the 3(Three) Parts of this service agreement will be read and construed together with the related Annexure.

2.3 Transport Supplier shall provide the transport service with vehicle(s) as determined in Part-II hereof and shall be responsible for all actions necessary for day to day running and maintaining the services on a continuous basis in an efficient and adequate manner. The Transport Supplier shall be responsible for timely payment of all applicable taxes, fees, insurances for smooth operation of services envisaged under this agreement including all capital investments and operating expenses as may be necessary and incidental in relation thereto.

2.4 The rates agreed/accepted by the Transport Supplier as set-out in Part-II hereof are inclusive of all expenses mentioned hereof and such other similar charges as may be required including payment to his/her operator(s), Driver(s), Crew and other staff as per the provisions of the Motor Vehicles Act, 1988 and other Statutory Acts. The rates stipulated in Part-II hereof shall be firm and final and no escalation whatsoever except as may be stipulated otherwise shall be admissible on any account.

2.5 The Transport Supplier shall supply and maintain the services of all vehicles EVERY DAY with Driver(s) as may be required by the Company.

2.6 The Transport Supplier shall hereby undertake to pay to his/her Crew/Staff reasonable/fair wages which are not less than the wages payable under the Minimum Wages Act as applicable to Motor Transport Workers in the area of operations of the Company as may be in force from time to time during the Currency of this Agreement. He further undertakes to pay all his/her operating staff working under this Agreement the due wages in time including any arrears of wages which may arise due to amendments in future to the above mentioned Act.

3.0 MANNER OF CONDUCTING WORK: The Transport Supplier shall carry out all operations hereunder with due diligence, in a safe and workmen like manner and in accordance with the accepted practice and safety rules of the Company in the area of its operations.

## 4.0 OBLIGATIONS OF THE TRANSPORT SUPPLIER:

4.1 The Transport Supplier shall observe and abide by all the Statutory Acts and shall be primarily and solely responsible for observance of the rules and regulations stipulated hereunder.

4.2 The Transport Supplier shall be responsible and liable for all claims, monetary or otherwise, arising out of the use of vehicle(s)/equipment or operations of the services envisaged under this agreement including liability under the Statutory Act or any other liability as may arise due to operation of this agreement and the Company shall not be held liable or responsible for any such claim in any manner whatsoever. The Statutory requirements and obligations to be performed under the Statutory Acts affecting the operations of the services under this Agreement shall have to be performed by the Transport Supplier only and shall be his/her sole responsibility. Be it stated particularly that the Transport Supplier hereby undertakes to fully implement entirely at his/her own cost all the provisions of the Motor Transport Workers Act, 1961 and other Statutory Acts as may be in force from time to time and the rules framed there under as may be applicable to the operation of the service envisaged under this agreement in the area of operations of the Company.

4.3 The Company shall not be liable for any dues, statutory or otherwise claimed by the employees/workmen employed by the Transport Supplier for the services rendered under this agreement and all such claims, statutory or otherwise or operation of any settlement or award in favour of the employees/workmen employed by the Transport Supplier will be solely against the Transport Supplier and not against the Company. Be it expressly stated that any demands whether present or future by the employees deployed by the Transport Supplier against the services envisaged under this agreement shall have to be settled and satisfied by the Transport Supplier solely and in the event of any loss or inconvenience or disruption that may result because of any non-settlement of such demands which may lead to a disruption of service envisaged under this Agreement shall also be deemed as a default.

4.4 The Company shall neither entertain any demands from the employees of the Transport Supplier nor deal directly or indirectly with any recognised or un-recognised unions of such employees. Be it expressly stated that it shall be primarily and solely the responsibility of the Transport Supplier to deal, interact and settle any demands or disputes of his/her employees individually or through any unions or otherwise and the Company shall not mediate in this matter at all.

4.5 Any unsettled disputes between the Transport Supplier and his/her employees leading to a legal or illegal strike by them would have to be settled by the Transport Supplier expeditiously. In the event of such a strike, whether legal or illegal, the vehicle(s)/equipment shall be treated as shut down. Any failure on the part of the Transport Supplier to settle the disputes expeditiously or with reasonable dispatch which results in interruption of the services envisaged under this Agreement would be considered as a default under this agreement and the agreement would be terminated at the discretion of the Company. The Transport Supplier shall, however, be given reasonable opportunity by the Company to explain that the cause of the dispute was not due to delay on his/her part or due to failure to implement the statutory obligations under the Statutory Acts as stipulated hereof. In the event if it is proved that the Transport Supplier was in default as mentioned here above, the Company shall have the option to terminate the Agreement forthwith and the Transport Supplier shall not be entitled to any damages or compensation whatsoever on account of such termination.

4.6 The Transport Supplier shall ensure that the vehicle(s)/equipment deployed under this service agreement do not cause any damage to the Company's properties. In the event of any such damages, the cost of repair in respect thereof as determined by the Company's Engineer shall be deducted from the Transport Suppliers outstanding bills. The Company's decision in this regard shall be final and binding.

4.7 Any normal hours/timings of duty will be decided by the Company's Engineer and shall be binding on the Transport Supplier. The normal hours of duty/timings may be changed from time to time at the discretion of the Company and the Transport Supplier shall be obliged to accept such changes.

4.8 (a) The Transport Supplier will park the vehicle(s) as directed by the Company's Engineer at the end of the day's work. The Transport Supplier found violating; this will be liable for breach of Contract.

4.8 (b) The Transport Supplier may be asked by Company's engineer to make his/their own arrangement for parking the vehicle/equipment within 5(five) km. from the base station on round the clock basis with ready availability of the services of the crew in such a manner that the vehicle(s)/equipment can be deployed for any specified duties immediately on receipt of the instructions from the Company's Engineer.

4.9 The Transport Supplier must place the vehicle(s) for duties on time as per the instructions of the Company's Engineer. In the event of failure to adhere to the foregoing or in the event of unauthorised release of vehicle(s)/equipment before completion of the normal duty hours, the vehicle(s)/equipment shall be treated as shut down and will attract the liquidated damages for each such failure.

4.10 The vehicle should be supplied with the services of Drivers on duty hours basis, cost in respect thereof is included in that fixed charge per month as per clause No.1.15.

4.11 The Transport Supplier shall keep the vehicle(s) roadworthy throughout the contract period by complying with the statutory requirement, failing which the vehicle(s) will be treated as shut down.

4.12 The Transport Supplier should ensure that the Driver(s) is (are) available every day, i.e. on Holidays, Sundays, off days or during leave of the regular drivers/crew as per the requirements of the Company's Engineer. Failure to do so would tantamount to a default and the vehicle(s) shall be treated as shut down, in which case the liquidated damages shall be deducted from the Transport Supplier.

4.14 The Transport Supplier must maintain a register incorporating particulars with the name(s) of the driver(s) engaged by the Transport Supplier and the aforesaid be required to sign the register maintained for this purpose, for monitoring their daily attendance, off days; holidays and leave roster etc. This will ensure proper roster of the crew in respect of compliance with the various Statutory Acts. This register must be available for inspection by the appropriate authorities as and when required. The Transport Supplier will be required to submit a certificate to the Company every month along with the Monthly Statement-Cum Bill in the specified format to the effect that all statutory requirements effecting the operations of the service under this agreement under various Statutory Acts have been complied with.

4.15 The Transport Supplier shall undertake only journeys authorised by the Company's Engineer. Any unauthorised journeys shall be treated as breach of Contract and shall attract penalty for each such occurrence without prejudice to the Company's right to terminate the agreement without any compensation to the Transport Supplier on any account whatsoever.

4.16 The Transport Supplier would be required to submit the statement of payments made to his/her crew employed on the Service envisaged under this agreement as and when required by the appropriate authorities.

4.17 The Transport Supplier shall indemnify the Company against any claims by the driver(s)/crew on account of payment of wages, bonus, perquisites etc.

4.18 The Transport Supplier shall operate the service envisaged under this Agreement in an efficient, workmen like manner as per the instructions of the Company's Engineer. The Transport Supplier shall abide by the Company's Engineer instructions always and ensure continuous uninterrupted service on day-to-day basis.

5.0 PARTICULARS, SPECIFICATIONS AND INSTRUCTION TO THE TRANSPORT SUPPLIER:-

5.1 The Transport Supplier shall instruct his/her crew suitably to ensure that while driving, speed limits as enforced are necessarily observed. Any breach of law due to violation of the speed limits shall have to be redressed by the Transport Supplier entirely at his/her own cost.

5.2 The vehicle(s) described/set out in Part-II hereof must be equipped with all standard fittings, instruments etc., and shall, at all times, fully conform with all provisions of the Motor Vehicles Acts, 1988.

5.3 The vehicle(s) must all times be comprehensively insured against all risks.

5.4 The Driver(s) must possess valid and relevant permits and professional licenses.

5.5 The vehicle(s) must be registered with the DTO and periodic requirements of fitness, test, must be complied with the evidences produced to the Company's Engineer in this regard as and when required by him.

5.6 The vehicle(s) must at all times be licensed by the appropriate Govt. authority having jurisdiction in the operating areas of the Company to ply on commercial basis and to carry passengers including crew and goods as applicable and within the designed load capacity.

5.7 The Transport Supplier must ensure timely renewals of all licenses and permits within the due dates.

5.8 The Transport Supplier shall provide at his/her own cost the accommodation/housing for his/her employees, sheds for repairing and servicing of vehicle(s)/equipment, land/garages for parking of the vehicle(s)/equipment (wherever applicable) in and around the base station.

5.9 During the course of the day-to-day operations, the vehicle(s) may be required to be ferried through various rivers. The Transport Supplier will not object to such crossing and shall not be entitled to any additional charges.

5.10 The vehicle(s) must be maintained in first class road worthy condition along with uniform standards of safety and comfort to passengers as initially provided for at the time of acceptance of the vehicle(s) on the date of placement.

5.11 (a) Hour meter, Speedometer and kilometrage gauge must be maintained at a high standard of accuracy. Any defects noticed by the Company's Engineer at the initial and subsequent periodical inspection must be rectified forthwith by the Transport Supplier at his/her own cost. Until such rectification, the readings of the instrument will be subject to such correction factor as may be determined by the Company's Engineer. The Company's decision in this regard shall be final and binding on the Transport Supplier.

5.11(b) Monthly payments shall accordingly be regulated according to the corrected readings.

5.12 All employees of the Transport Supplier who are deployed under this service agreement must observe the security and safety rules of the Company when working inside the declared prohibited areas or otherwise. Any individual found to be objectionable from security considerations must be replaced by the Transport Supplier.

5.13 All vehicles / equipment must carry special nameplates or marking for the purpose of identification as directed by the Company's Engineer. Wherever required, all vehicles must also be provided with the towing hook. All expenses on account of the foregoing shall be borne by the Transport Supplier entirely on his/her own cost.

5.14 The Transport Supplier shall not refuse the vehicle(s) to be driven by the Company's operator/driver(s)/officer(s) in case of emergency when Transport Supplier's driver(s) is/are not available for any reason.

5.15 The Transport Supplier shall not refuse parking of any vehicle at such places as may be directed by the Company's Engineer.

5.16 "OIL INDIA LIMITED" must be painted prominently in the wind glass frame and number plate of all vehicles.

5.17 The Transport Supplier shall furnish together with related power of attorney the names and specimen signature(s) of the authorised representative(s) who will be overall in charge of the Transport Supplier's organisation to carry out its obligations including preparation of bills, receipts of cheques etc.

5.18 The Transport Supplier's representative(s) shall report every day to the Company Engineer for receiving instruction for duties of vehicle allotted for the day-to-day operations.

5.19 The Transport Supplier must furnish to the Company upon initial placement of the vehicle(s), the name(s) of the Driver(s) together with particulars of their driving license(s) etc. In case any changes are made in the crew deployed under this agreement at any time during the tenure of this contract, the Transport Supplier must notify the Company in writing and furnish similar particulars as required hereof in respect of the replacement(s).

#### 6.0 RIGHTS OF COMPANY'S ENGINEER:-

6.1 The Company's Engineer shall upon initial placement of equipment / vehicle(s) check all the relevant documentation and duly inspect/test the same before accepting it for the services under this agreement. Such inspection/test shall be carried out entirely at the Transport Suppliers' risk and cost. Any equipment / vehicle found deficient or defective in any manner will not be acceptable till such deficiency is completely rectified to the satisfaction of the Company's Engineer.

6.2 The Company's Engineer shall arrange for allocation of duty to the vehicle(s).

6.3 Upon deployment of the vehicle(s) to duty, the transport service shall have to be provided by the Transport Supplier to the satisfaction of the Company's Engineer.

6.4 The Company's Engineer shall have power amongst others as follows:-

- a) Fix the normal duty hours/timings of the Transport Supplier and regularly monitor the same;
- b) Instruct the Transport Supplier from time to time for such further inspection as may be necessary for proper and adequate supply of services and for keeping such records as are deemed necessary.
- c) Instruct the Transport Supplier to replace by more suitable hands any of his/her crew engaged for running/operating the equipment / vehicle(s) or for general management of the service, when such person is found unsuitable for the purpose of rendering efficient service to the Company under this agreement. Be it expressly stated that the Company shall not be responsible or liable in the event of any action by the Transport Supplier against his/her employees or workmen in any manner whatsoever arising out of their removal or replacement.
- d) Instruct the Transport Supplier to remedy breach of contract and levy any penalty in relation thereto.
- e) Refuse the services of any equipment / vehicle(s) found in deteriorated conditions and order the Transport Supplier to rectify the defects or arrange for replacement till such default is remedied.

- f) Instruct the Transport Supplier to park the equipment / vehicle(s) at a specified place or at the Transport Supplier's works.
- g) Instruct the Transport Supplier to utilise the services beyond the stipulated hours of service.
- h) Instruct the Transport Supplier to undertake authorised journeys to specified destination(s) and carry the authorised passengers or goods as the case may be.
- i) Instruct the Transport Supplier to go out of station for overnight halt(s).
- j) Undertake periodic inspection of the equipment / vehicle(s) as per programme as may be decided by him/her. Such inspection shall be carried out in the presence of the Transport Supplier or in presence of his / her authorised representative. Such inspection/ test carried out by the Company shall be at the Transport Supplier's cost and risk.
- k) Instruct the Transport Supplier to remedy/rectify expeditiously and defects revealed upon periodic inspection/test carried out by the Company. Such rectification shall be entirely at the Transport Supplier's cost.
- l) Instruct the Transport Supplier to remove the vehicle(s) in respect of which the defects have been detected upon periodical inspection/test carried out by the Company which have remained unrectified.
- m) Instruct the Transport Supplier to remove the equipment / vehicle(s) in respect of which defects have been found upon periodic inspection from the service under this agreement till such time as the same are rectified.
- n) Check the hour meter, speedometer and kilometer readings and notify any defects and determine any correction factor on the statement-cum-bill in case the readings are found to be defective.
- o) Instruct the Transport Supplier to furnish the names of driver(s) with full particulars at the time of commencement of the service or on any occasion when such driver(s) are required to be replaced for any reason.
- p) The Company's Engineer shall clearly indicate the total shut down hours in a month due to maintenance of the vehicle(s) and/or default with reason in the monthly statement which will be treated as final for determining liquidated damages or penalty, if any.

6.5 The Transport Supplier would at all times obey the instructions of the Company's Engineer and ensure compliance of the above mentioned orders and instructions.

#### 7.0 SECURITY DEPOSIT:

7.1 The Transport Supplier shall upon acceptance of the tender, pay to the Company within 10 (Ten) days of the receipt of Letter of Intent(LOI) a Security Deposit amounting to 2 1/2%(Two & Half percent) of total contract value by way of DEMAND DRAFT /BANKER'S CHEQUE/BANK GUARANTEE valid beyond six months of the full tenure of the contract, in favour of OIL INDIA LIMITED, DULIAJAN and payable at Duliajan from any Nationalised Bank as a guarantee against timely placement of all vehicles in an acceptable condition and as a guarantee towards smooth operation of the services envisaged under the agreement. This money shall not bear any interest and will be refunded only upon successful completion of the tenure of the contract (including any extension being granted) after deduction/recovery, if any. Failure to provide the aforesaid security amount would render the party liable for rejection and in turn forfeiture of EMD apart from any other actions the company may take at its sole discretion.

7.2 The Security Deposit shall be forfeited in case of the occurrence of the following events:-

- a) In case of delay in timely placement of equipment / vehicle(s) as per the agreement in full or part at the sole discretion of the Company. The forfeiture of security deposit in this instance shall be limited to 4% (Four percent) per week of delay.

- b) In case of any event occurring as envisaged in clause No.8.1 hereof; and/or
- c) In case of any event occurring as envisaged in clause No. 9.0 hereof, where the outstanding bills are not adequate to recover the damages to the extent of such shortfall;
- d) In case of premature termination due to default or breach of contract by the Transport Supplier.

7.3 In the event of an occurrence as envisaged in clause No.7.2 (a), (b) & (c), the Transport Supplier will have to furnish additional Security Deposit in the manner prescribed to the extent of amount forfeited. Failure on the part of Transport Supplier to comply with this would render this agreement liable for termination whether partially or fully at the sole discretion of the Company, without prejudice to the right of the Company to take any other action for such default including but not limited to forfeiture of the entire security deposit. The Transport Supplier shall not be entitled to any damages or compensation whatsoever on account of such termination.

7.4 Provided that in case of delay beyond 1(One) month from the due date of placement, this agreement shall automatically stand terminated to the extent of the non-performance. This will be without prejudice to the right of the Company to terminate the agreement earlier with 15 (Fifteen) days' due notice. The Transport Supplier will not be entitled to any damages or compensation whatsoever on account of such termination.

8.0 The Transport Supplier shall commence the supply of regular and continuous service by placing the vehicle(s) as per this agreement on and with effect from the due date of placement. Any delay in placement of vehicle(s) for whatsoever reasons beyond the stipulated due date of placement will call for forfeiture of Security Deposit as stipulated hereof without prejudice to any other rights of the Company reserved in this Agreement.

8.1 The Transport Supplier shall supply and maintain the services of all the vehicles in normal service EVERY DAY with drivers and attendant crew (wherever applicable) as required by the Company. In the event of a default leading to a shut down the Transport Supplier shall not be paid the daily pro-rata fixed charge for the day(s) or part thereof and also be liable to pay to the Company liquidated damages. Such damages will be recovered normally from the Transport Supplier's outstanding bills for the specific shut down vehicle(s). However, in case the outstanding bill for such shut down vehicle(s) (kept off road) is not adequate for such recovery, the Company will have the right to recover the damages from the bills of other vehicles under the agreement, if any. This is without prejudice to the Company's right to recover the amount in any other manner as laid out in the law including appropriation of the Security Deposit towards such outstanding.

8.2 In case of default not leading to shut down, the Company's Engineer shall notify the Transport Supplier to remedy the default within reasonable time and till such default is remedied, if necessary the vehicle(s) shall be released to the Transport Supplier, whereupon it shall be treated as shut down and the pro-rata fixed charge per day shall not be paid for the period of shut down and liquidated damages/penalty as applicable shall be levied too.

8.3 (a) In case of accidents and consequent non-availability of vehicle(s), pro-rata fixed charges will be deducted but the same will not attract liquidated damages if the Transport Supplier notifies in writing to the Company with adequate proof about the accident, copy of FIR (FIRST INFORMATION REPORT) lodged by the Transport Supplier, MVI(Motor Vehicle Inspector) report and copy of garage certificate (in case of damage of vehicles) shall be required as mandatory in addition to other proof to be submitted and accepted by Company Engineer. If satisfied with the documents submitted, Company shall waive the liquidated damage and Company's decision in this regard shall be final and binding on the part of the contractor. However, this will not be applicable in case of

- (i) Accidents caused by rough/rash driving or because of negligence of the driver engaged
- (ii) Where a FIR is lodged by a third party and services of the equipment / vehicle(s) is/are not available for formalities to be observed as per the laws of the land. In such a situation the equipment / vehicle(s) will be treated as shut down and will attract liquidated damages in addition to deduction of pro-rata fixed charges.

8.3 (b) In case of accidents or otherwise leading to damage/breakdown of the vehicle(s) the time required to repair and place back the vehicle(s) into Company's service shall be decided by the Company's Engineer which shall be final and not alterable. On expiry of such allotted time, pending placement of vehicle(s) liquidated damages will be recovered in addition to the deduction of pro-rata fixed charges.

8.3 (c) In case of Bundhs, Rasta Roko, and Strike etc. called by other organisation and if the equipment / vehicle(s) is/are not available for operations due to absence of operator / driver or otherwise the equipment / vehicle(s) will be treated as shut down and pro-rata fixed charge will be deducted. However, if Company feels such shut down could have been avoided, liquidated damages will be imposed and shall be recovered from the subsequent bills of the Transport Supplier with proper intimation. It is to be clearly understood that 48 (Forty Eight) hours time allotted per month for general maintenance without deduction of pro-rata fixed charge will not be adjusted against such bandh/strike period.

#### 9.0 TERMINATION:

In the event of the Transport Supplier's failure to place equipment / vehicles in due time or render proper services as per terms of this Agreement, the Company reserves the right to terminate wholly or partially the Agreement with 15(Fifteen) days notice in writing and on the expiry of this notice period, this service Agreement shall stand terminated or modified for the reduced number of vehicle(s) and Transport Supplier shall not be entitled to any damage or compensation on account of such termination or reduction in number of vehicle(s) or otherwise from any cause arising whatsoever.

9.1 The Company may without prejudice to any other remedy for breach of contract, by written notice of default send to the Transport Supplier to terminate this Agreement in whole or in part if the Transport Supplier fails to perform any of his/her obligations under this agreement or if the Transport Supplier does not cure his/her failure immediately upon receipt of notice from the Company or during any such time as the Company may authorise in writing after receipt of default notice from the Company.

9.2 In the event of Company terminates the contract in whole or in part pursuant to clause No.9.1, the Company may procure, upon such terms and in such manner as may deem appropriate similar services and the Contractor shall be liable for any excess costs incurred by the Company in this regard. However, the Transport Supplier shall continue performance of the Contract to the extent not terminated.

9.3 The Company may at any time terminate the contract giving a written notice to the Transport Supplier without compensating him, if the Transport Supplier becomes bankrupt or otherwise insolvent, provided such termination will not prejudice or affect any right of action or remedy which occurred or will occur thereafter to the Company.

9.4 The Company may send written notice to the Transport Supplier, to terminate the agreement, in whole or in part at any time for its convenience. The notice of termination shall specify that the termination is for Company's convenience, the extent to which performance of service under this agreement is terminated and the date which such termination becomes effective, which will be at least 45 (Forty Five) days after the date of the notice of termination. If the Company exercises this right, it shall pay the Transport Supplier in accordance with the provisions of this agreement for the services satisfactorily rendered up to the date of

termination. The Transport Supplier will not be entitled to any damages or compensation on account of such termination.

9.5 This Agreement shall stand partially or fully terminated in case of default due to delay in placement of vehicle beyond 1(One) month from the due date of placement stipulated hereof and the Transport Supplier shall be debarred at the discretion of the Company from quoting against any future contract for a period not exceeding 2(Two) years for such default. Such termination will be without prejudice to the Company to forfeit the Security Deposit also.

10.0 (a) The Company will make monthly payment subject to adjustment / deduction as necessary for the services rendered in each calendar month and will endeavour to pay before expiry of 30 (Thirty) days from the date of submission of monthly statement-cum-bill for the month for every vehicle on the basis of accepted rates calculated as mentioned in Part-II of this Service Agreement. The above period shall be counted from day when all statements in respect of all vehicles to be deployed under this Agreement are received by the Company.

10.0 (b) At the end of the month, the Transport Supplier will have to submit the monthly statement-cum-bill in triplicate. Along with the monthly statement-cum-bill, the Transport Supplier will also submit to the Company Engineer a certificate every month confirming compliance with the statutory requirement and in absence of the said certificate, bill will not be processed for payment and any delay arising out of the same shall be attributable to the Transport Supplier.

10.0 (c) Monthly statement / bills submitted by the Transport Supplier will be cross checked by the Company with the records maintained by the Company. Wherever discrepancies are found the Company would have right to make necessary corrections in the statement/bill submitted by the Transport Supplier before certifying/countersigning the same for processing payment.

10.0(d) A daily logbook will be maintained in triplicate. The Transport Supplier's representative or his/her driver should collect the original and a copy of the daily logbook which has to be submitted with statement-cum-bill for claiming payment.

#### STATUTORY OBLIGATIONS OF TRANSPORT SUPPLIER:

11.0 The Transport Supplier shall be responsible and liable for all claims, monetary or otherwise, arising out of the use of the vehicles or operation of the services envisaged under this Agreement including liability under the Motor Vehicles Act, Payment of Bonus Act, Workmen's Compensation Act, Payment of Wages Act or any other statutory liabilities as may be in force from time to time and whatsoever. The Statutory requirements and obligations to be performed under the above Acts or any other enactment affecting the operation of services under this Agreement shall have to be performed by the Transport Supplier only and shall be his/her sole responsibility.

12.0 FORCE MAJEURE: means, except or otherwise specified, in the event of either party being rendered unable by force majeure to perform any obligations required to be performed by them under this Agreement, the relative obligation of the party affected by such force majeure shall upon notification to the other party be suspended for the period during which such cause lasts. The terms "Force Majeure" as employed herein shall include Acts of God, War, Revolt, Riots, Fire, Flood, illegal & unlawful Strikes, Bundhs, Sabotage, failure or destruction of roads, culverts or bridges over or on which Transport Supplier's vehicle(s) is/are to travel. Upon the 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 48(Forty Eight) hours of the alleged beginning and ending thereof giving full particulars and satisfactory evidence in support of his/her claim. The Force Majeure (Exemption) clause of International Chamber of Commerce (ICC Publication No. 421) will be applicable under this contract.

### 13.0 ARBITRATION AND CONCILIATION:

All disputes or differences whatsoever arising between the parties out of or relating to the construction, meaning and operation or effect of this contract or the breach thereof shall be settled by arbitration in accordance with the Rules of Indian Arbitration and Conciliation Act, 1996. The venue of arbitration will be Duliajan, Assam. The award made in pursuance thereof shall be binding on the parties.

### 14.0 LIABILITY & INDEMNITY:

14.1 Except as otherwise expressly provided, neither the Company or its servants, agents, nominees, assignees, shall have any liability or responsibility whatsoever to whomsoever (including the owner) for loss or damage to the equipment / vehicle(s) or loss or damage to the property of the Transport Supplier or his/her contractors, sub-contractors, irrespective of how such loss is caused and even if caused by the negligence of the Company and/or his/her servants, agents, nominees, assignees unless caused by wilful or gross negligence. The Transport Supplier shall protect, defend, indemnify and hold harmless the Company from and against such loss or damage and any suit, claim or expense resulting there from.

14.2 Neither the Company nor its servants, agents, nominees, assignees, shall have any liability or responsibility whatsoever from injury to, illness, or death of any employee of the Transport Supplier irrespective how such injury, illness or death is caused by wilful or gross negligence. The Transport Supplier shall protect, defend, indemnify and hold harmless the Company from and against such loss or damage and any suit, claim or expense resulting there from.

14.3 Except as otherwise, expressly provided, neither the Transport Supplier nor his/her servants, agents, nominees, contractors or sub-contractors shall have any liability or responsibility whatsoever to whomsoever (including the owner) for loss of or damage to the equipment and/or loss to the property of the Company irrespective of how such loss or damage is caused unless caused by wilful or gross negligence of the Transport Supplier or his/her servants, agents, nominees, assignees, contractors and sub-contractors. The Company shall protect, defend, indemnify and hold harmless the Transport Supplier from and against such loss or damage and any suit, claim or expense resulting there from.

14.4 Neither the Transport Supplier nor his/her servants, agents, nominees, assignees, contractors, sub-contractors shall have any liability or responsibility to whomsoever for injury to, illness, or death to any employee of the Company, irrespective of how such injury, illness or death is caused unless caused by wilful or by gross negligence by or his/her servants, agents, nominees, assignees, contractors or sub-contractors and assignees and hold harmless the Transport Supplier from and against such loss or damage and any suit, claim or expense resulting there from.

### 14.5 INDEMNITY AGREEMENT:

14.6 The Transport Supplier agrees to protect, defend, indemnify and hold the Company harmless from and against all claims, suits, demands and causes of action, liabilities, expenses, costs, liens and judgment of every kind and character, without limit, which may arise in favour of the Transport Supplier's employees, agents, contractors and sub-contractors or their employees on account of bodily injury or death, or damage to personnel/property as a result of the operations / services contemplated hereby, regardless of whether or not the said claims, demands or causes of action arise out of negligence or otherwise, in whole or in part, or other faults.

14.7 The Company agrees to protect, defend, indemnify and hold the Transport Supplier harmless from and against all claims, suit, demands, and causes of action, liabilities, expenses, costs, liens and judgment of sever kind and character, without limit. Which may arise in favour of the Company's agents, contractors and sub-contractors or their employees on account of bodily injury, death or damage to personnel/property as a result of the operations contemplated hereby regardless of whether or not the said claims, demands or causes of action arise out of the negligence or otherwise, in whole or in part, or other faults.

14.8 INDEMNITY APPLICATION:

The indemnities given herein above, whether given by the Company or the Transport Supplier 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.

14.9 INSURANCE:- The Transport Supplier shall arrange comprehensive insurance to cover all risks in respect of their personnel, materials equipment and vehicle(s) belonging to the Transport Supplier or his/her contractors or sub-contractors during the currency of the agreement and shall provide certificates of such insurance.

15.0 TAXES & LEVIES:

15.1 Corporate taxes and other duties including Income-Tax arising out of this agreement shall be borne by the Transport Supplier as per the laws that may be in force from time to time.

15.2 Company shall deduct Income tax as applicable, from the bill of the transport supplier, which may be in force from time to time as may be applicable to the operational services under this agreement.

16.0 ASSIGNMENT:

16.1 The Transport Supplier shall not assign his/her rights, duties and obligations arising under this agreement and sublet to any third person or party except in respect of payments to be received by Transport Suppliers, if acceptable to the Company.

17.0 SUB-CONTRACT:

17.1 The Transport Supplier shall not sub-contract all or any part of the work envisaged under this Agreement.

18.0 STATUTORY OBLIGATIONS:

18.1 The Transport Supplier shall bear all other expenditure, which may be deemed necessary or required towards fulfilment of his/her obligations under the Statutory Acts during the tenure of this service agreement.

19.0 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)."

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

(Signature of Witness)

(Name of Witness)

Date\_\_\_\_\_

(Full Name of Signatory)

Address:-

(Signature of Acceptor)  
SIGNED & DELIVERED FOR AND ON  
BEHALF OF OIL INDIA LIMITED.

Date:\_\_\_\_\_ Designation:\_\_\_\_\_

Contractor

Company

## PART- II

### 1. SCHEDULE OF SERVICES:-

Hiring the services of two numbers diesel driven, Bolero - DI (7/8 seater) - Non AC - BS - II-4WD transport vehicles with all standard fittings and accessories for operational areas as whole of Mizoram and upto Silchar in Assam for a period of ten months. The vehicle may be stationed at any place of OIL's operational areas in Mizoram or as advised by Company Engineer.

2. Tenure of Agreement : Ten months from the date of placement of the vehicle
3. Provision for Extension of Contract : Company may extend the contract beyond Ten Months with 10% reduction on fixed charges
4. Area of operations : Whole of Mizoram and upto Silchar in Assam
5. Bid Opening Date & Time : 12<sup>th</sup> October, 2009 at 13.30 hrs IST
6. Present Rate of Fuel (Diesel) per Litre. : **Rs..... (To be quoted by the bidder with documentary evidence)**
7. Rated consumption of fuel : ----- **(To be quoted by the bidder)**
8. Mobilisation Period : 7 days from the date of issue of LOI.
9. Periodic inspection / test : a) On initial placement; and  
b) Every three months thereafter or as and when considered necessary by the Company Engineer during the tenure of Agreement.
10. Normal hours/timings of duty/day: As may be stipulated by the Company's Engineer. (Subject to change depending upon the requirement).

### 11. SCHEDULE OF SERVICE, UNITS, and QUANTITIES & RATES:-

Item No.	Description of Service	Unit Words	in	Quantity	Rate per Unit (Figs & Words) Rs.	Amount Rs.
10	Fixed Charge per month per vehicle, including 12.5% VAT for 4 Wheel Drive (vehicle for 24 hrs. and drivers' duty for 12 hrs. per day)	Month		10		
20	Running Charge per Km. for 4 Wheel Drive at HSD rate of Rs. -----per ltr.	Km.				
30	Overtime for drivers beyond normal 12 hrs. duty per day	Hours				

Note: - The above rates include all liabilities including statutory Liabilities.

12. The above rates shall be fixed and firm for the entire tenure of the contract and shall be binding on both the parties. No changes in these rates shall be allowed under any circumstances during the tenure of this service agreement except in respect of the following: -

a) Variation in the offered running charge will be effective provided fuel (Diesel) price changes plus or minus 5%(Five percent) over the tendered price of Diesel. The variation will be calculated @ Rs. 0.11/ km for 4WD vehicles for variation of Rupee 1.00 per litre of fuel price.

b) Reimbursement, recovery on account of subsequent increase / decrease in road tax / insurance /any other taxes and duties (including service tax if any) will be allowed subject to satisfactory documentary evidence.

c) Company may extend the contract beyond Ten Months with 10% reduction on fixed charges and such extension shall be binding on part of the contractor.

13. The fixed charge includes Mizoram VAT, minimum wages / PF/ insurance / uniform and all other liabilities including statutory liabilities. The fixed charge includes vehicle for 24 hrs. with services of drivers for 12 hours everyday (including drivers' wages). The above drivers' monthly wages includes any overtime payable to the driver or drivers beyond the period of 8 hours upto 12 hours everyday. For services of the vehicle with driver beyond 12 hrs, OT for driver or drivers will be reimbursed by OIL at the agreed rates.

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## PART - III

### SPECIAL TERMS AND CONDITIONS

1.0 Company reserves the right to change the vehicle type (i.e. 2WD or 4WD) and also to place the vehicle at any place of Company's operational areas of Mizoram.

2.0 Present requirement of vehicles under this tender is approximately 2 nos. However, depending on Company's requirement more vehicles (type and primary location shall be as per Company's requirement) may be hired in future at the same rates, terms and conditions of the contract.

3.0 The vehicle should be fitted with all standard fittings like foot-step, reverse gear alarm, fog lights etc. Any vehicle fitted with air-conditioner shall not be accepted.

4.0 The contractor should be personally present at the time of placement of the vehicle.

5.0 The driver or drivers engaged by the contractor should be of good character, discipline and in good health. If the driver or drivers indulges in any theft, or other unlawful activities, action will be taken as per the law of the land. If the vehicle is seized by the Police or any other law enforcing agency for such activities, while on company's duty, it will be the responsibility of the contractor to deal with the matter.

6.0 In company's opinion, if a driver is not attending duty properly or having bad credentials or found involved in theft or any other unlawful activities including drunken driving, he may not be issued any entry pass. In that event the contractor has to remove the driver on getting advice from the company.

7.0 The contractor shall faithfully discharge his obligations under all laws for the time being in force; particularly the payment of wages act, minimum wages act, workmen's compensation act, motor vehicles act etc. and keep the vehicle and the employee therein fully covered of all risks and accidents. The contractor shall engage as many number of drivers as may be necessary to maintain uninterrupted supply of service of the vehicle for 12 hours daily or if necessary beyond the said period for seven days a week.

8.0 Notwithstanding with any clause of the contract, it will be terminated on account of any one of the following situation -

- a) Deteriorated mechanical condition of the vehicle.
- b) Frequent shutdown due to non-availability of fuel etc.
- c) During the currency of the contract, if it is found that the contractor submitted any false statement / document in the application / tender document.
- d) The vehicle must be owned and registered in the name of the contractor during the entire tenure of the contractual period including extension period, if any. Change of ownership of vehicle at any time during the tenure of the contract period will lead to termination of the contract.

9.0 The company reserves the right to change the base station of the vehicle operation whenever necessary.

10.0 Request for Refund of security deposit, payment of outstanding monthly bill or any claim for reimbursement on account of increase in Road Tax etc. must be made within two months from the date of release of the vehicle. Any belated claim will not be entertained.

11.0 Payment shall be made for the days / kilometreage actually logged on Company's duties as per instructions of the Company's Engineer and as reflected in the Daily Log Book.

12.0 For the days or part thereof when the services envisaged under this agreement are disrupted due to default / shut down etc. clause nos. 1.27 and 1.32 of Part I of the agreement will be applicable.

13.0 In case of any situation not provided under this Agreement, the Company's Engineer or any other person authorised on his / her behalf by the Company, shall have the right to decide upon any further claim on the facts and circumstances, which shall be binding upon the Transport Supplier.

#### 14.0 TERMS OF PAYMENT:

14.1 On receipt of the Monthly statement-cum-kilometrage Bill the Company's Engineer shall verify the same with the Daily Log Book and forward the same after making adjustment as may be necessary to the Finance Department of the Company for Payment. The Bill must be accompanied with the following:

- i) Daily Log Book in original for the month.
- ii) Statutory compliance statement per proforma - IV.

14.2 The Company shall pay the Transport Supplier during the term of the contract the amounts due from time to time calculated according to the rates of payment set out hereof and in accordance with the other provisions of this agreement.

14.3 Payment of monthly bills, if undisputed, shall be made within 30(Thirty) days following the date of receipt of the same by the Company. The company shall within 30(Thirty) days of receipt of invoice notify the Transport Supplier or any item under dispute, specifying the reasons thereof, in which event, the disputed amount may be withheld till settlement of the dispute, but payment shall be made for the undisputed portion on or before the due date.

15.0 For the purpose of payment for the service rendered the Transport Supplier shall:

i) Accept as final and daily logbook which must be signed on a daily basis by the Company's Engineer. Any deletions and/or over writings on the Daily Log Book must be avoided as far as practicable and if such deletions and over writings are incidenced, the same must be countersigned by the Company's Engineer, otherwise the Monthly kilometrage Statement-cum-bill shall not be accepted. Proforma-I must be made out in triplicate of which second copy be retained by the Transport Supplier for preparing the monthly kilometrage statement-cum-bill only at the end of each month. The original should be sent to Accounts Department and the first copy be retained by user / Transport department.

ii) a) Prepare monthly kilometrage statement-cum-bill and submit the same to the Company's Engineer for verification within 10(Ten) days following the last date of the month. The monthly kilometrage statement-cum-bill must be accompanied with a certificate every month as per Proforma - IV towards his/her compliance with the Statutory Acts affecting the operation of this Service Agreement. The monthly bill should be claimed every month as mentioned. The Company will take one month time to process the same. The contractor shall not be allowed to accumulate monthly bills. If the monthly bill is not claimed (for any particular month) within the next two months, the payment will get lapsed. The Company shall be at liberty not to make or process such belated monthly bill.

ii) b) The monthly kilometrage statement-cum-bill must include a factual record based on daily log sheet for services rendered as per instructions of the Company's Engineer, i.e. for Company duty only.

ii) c) Accept such adjustments on the monthly kilometreage statement-cum-bill as the Company's Engineer may make on account of all or any of the following:-

- A) Deductions for defaults / shut downs not shown correctly:
- B) Deductions for liquidated damages & penalty for shut downs:
- C) Deductions for penalties in case of breach of contract:
- D) Adjustment of kilometreage and corrections as per Clause 5.11 of Part-I under General Terms and Conditions of Transport Contract.
- E) Such other adjustments as the Company's Engineer shall consider necessary as per the requirements of the situation prevailing, the Company's decision in which regard shall be final.

16.0 Under no circumstances, the vehicle should carry out / involve in any unlawful activities / duties. In the event of any such case, the contractor will be held responsible for the consequences.

17.0 The wages etc. due to the driver or drivers must be paid in full in time, as mentioned elsewhere in the agreement. If there is any complaint from the crew members, the Company will be at liberty to deduct the wages etc. from the monthly bill.

28.0 The Company reserves the right to extend the contract beyond 10 months at its own discretion. In case of such extension, the fixed charge shall be reduced by 10%.

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**FORM OF PERFORMANCE BANK GUARANTEE**

To:  
M/s. OIL INDIA LIMITED,  
[Group General Manager (NEF)]  
Duliajan, Assam, India, Pin - 786 602.

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

AND WHEREAS it has been stipulated by you in the said Contract that the Contractor shall furnish you with a Bank Guarantee as security for compliance with Contractor's obligations in accordance with the Contract.

AND WHEREAS we have agreed to give the Contractor such a Bank Guarantee; NOW THEREFORE we hereby affirm that we are Guarantors on behalf of the Contractor, up to a total of (Amount of Guarantee in figures) \_\_\_\_\_ (in words \_\_\_\_\_), such amount being payable in the types and proportions of currencies in which the Contract price is payable, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of guarantee sum as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein. We hereby waive the necessity of your demanding the said debt from the Contractor before presenting us with the demand.

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

This guarantee is valid until the date \_\_\_\_\_ (calculated at **Six Months** after Contract completion date).

SIGNATURE AND SEAL OF THE GUARANTORS \_\_\_\_\_

Designation \_\_\_\_\_

Name of Bank \_\_\_\_\_

Address \_\_\_\_\_

Witness \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

Date .....

Place \_\_\_\_\_

FORM OF BID SECURITY (BANK GUARANTEE)

To:

M/s. OIL INDIA LIMITED,  
For **Group General Manager (NEF)**  
Duliajan, Assam, India, Pin - 786 602.

WHEREAS, (Name of Bidder) \_\_\_\_\_ (hereinafter called "the Bidder") has submitted his offer dated \_\_\_\_\_ for the provision of certain oilfield services (hereinafter called "the Bid") against OIL INDIA LIMITED, Duliajan, Assam, India (hereinafter called the Company)'s Tender No.: **OIL/NEF/TPT/023/2009**. KNOW ALL MEN BY these presents that we (Name of Bank) \_\_\_\_\_ of (Name of Country) \_\_\_\_\_ having our registered office at \_\_\_\_\_ (hereinafter called "Bank") are bound unto the Company in the sum of (\*) for which payment well and truly to be made to Company, the Bank binds itself, its successors and assignees by these presents. SEALED with the common seal of the said Bank this \_\_\_\_\_ day of \_\_\_\_\_ 2008.

THE CONDITIONS of these obligations are:

- (1) If the Bidder withdraws his Bid during the period of Bid validity specified by the Bidder; or
- (2) If the Bidder, having been notified of acceptance of his Bid by the Company during the period of Bid validity:
  - (a) Fails or refuses to execute the form of agreement in accordance with the Instructions to Bidders; or
  - (b) Fails or refuses to furnish the Performance Security in accordance with the Instructions to Bidders;

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

This guarantee will remain in force up to and including the date (\*\*) and any demand in respect thereof should reach the Bank not later than the above date.

SIGNATURE AND SEAL OF THE GUARANTORS \_\_\_\_\_  
Name of Bank & Address \_\_\_\_\_

Witness \_\_\_\_\_  
Address \_\_\_\_\_

\_\_\_\_\_  
(Signature, Name and Address)

Date: \_\_\_\_\_  
Place: \_\_\_\_\_

\* The Bidder should insert the amount of the guarantee in words and figures.

\*\* Date of expiry of Bank Guarantee should be minimum 30 days after the end of the validity period of the Bid.